

FEDERAL REGISTER



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Title 5—ADMINISTRATIVE PERSONNEL

Chapter III—Foreign and Territorial Compensation

[Dept. Reg. 108.455]

PART 325—ADDITIONAL COMPENSATION IN FOREIGN AREAS

Designation of Differential Posts

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

1. Effective as of the beginning of the first pay period following January 7, 1961, paragraph (a) is amended by the deletion of the following:

Taiz, Yemen.

2. Effective as of the beginning of the first pay period following January 7, 1961, paragraph (b) is amended by the deletion of the following:

India, all posts except Anand, Banaras (Varanasi), Bangalore, Bhopal, Bikaner, Bombay, Chandigarh, Hyderabad, Izatnagar-Bareilly, Karnal, Lucknow, Ludhiana, Madras, Nagarjunasagar Dam, Nagpur, Nangal (Gangwal), New Delhi, Poona, Rajkot, Sehore, Tarai (Phoolbagh), Trivandrum, Udaipur and Vellore.

3. Effective as of the beginning of the first pay period following December 24, 1960, paragraph (a) is amended by the addition of the following:

Bangui, Central African Republic.
Fort Lamy, Chad.
Libreville, Gabon.

4. Effective as of the beginning of the first pay period following January 7, 1961, paragraph (a) is amended by the addition of the following:

Kharagpur, India.
Yemen, all posts.

5. Effective as of the beginning of the first pay period following January 7, 1961, paragraph (b) is amended by the addition of the following:

India, all posts except Anand, Banaras (Varanasi), Bangalore, Bhopal, Bikaner, Bombay, Chandigarh, Hyderabad, Izatnagar-Bareilly, Kharagpur, Karnal, Lucknow, Ludhiana, Madras, Nagarjunasagar Dam, Nangal (Gangwal), New Delhi, Poona, Rajkot, Sehore, Tarai (Phoolbagh), Trivandrum, Udaipur and Vellore.

(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.)

Dated: December 27, 1960.

For the Secretary of State.

LANE DWINELL,
Assistant Secretary.

[F.R. Doc. 61-411; Filed, Jan. 17, 1961;
8:52 a.m.]

Title 7—AGRICULTURE

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

[Navel Orange Reg. 200, Amdt. 1]

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

Limitation of Handling

Findings. 1. Pursuant to the marketing agreement, as amended, and Order No. 14, as amended (7 CFR Part 914), regulating the handling of navel oranges grown in Arizona and designated part of California, effective 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 and information submitted by the Navel Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such navel oranges as hereinafter provided will tend to effectuate the declared policy of the act by tending to establish and maintain such orderly marketing conditions for such oranges as will provide, in the interests of producers and consumers, an orderly flow of the supply thereof to market throughout the normal marketing season to avoid unreasonable fluctuations in supplies and prices, and is not for the purpose of maintaining prices to farmers above the level which it is declared to be the policy of Congress to establish under the act.

2. It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this amendment until 30 days after publication hereof in the *FEDERAL REGISTER* (5 U.S.C. 1001-1011) because the time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient, and this amendment relieves restrictions on the handling of navel oranges grown in Arizona and designated part of California.

Order, as amended. The provisions in paragraph (b) (1) (i) of § 914.500 (Navel Orange Regulation 200, 26 F.R. 121) are hereby amended to read as follows:

(i) District 1: 550,000 cartons.

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

Dated: January 13, 1961.

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

[F.R. Doc. 61-377; Filed, Jan. 17, 1961;
8:46 a.m.]

PART 1034—LETTUCE GROWN IN LOWER RIO GRANDE VALLEY IN SOUTH TEXAS

Approval of Expenses and Rate of Assessment

Notice of rule making regarding proposed expenses and rate of assessment, to be effective under Marketing Agreement No. 144 and Order No. 134 (7 CFR Part 1034; 25 F.R. 12227) regulating the handling of lettuce grown in the Lower Rio Grande Valley in South Texas, was published in the *FEDERAL REGISTER* December 28, 1960 (25 F.R. 13793). This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674). After consideration of all relevant matters presented, including the proposals set forth in the aforesaid notice, which proposals were adopted and submitted for approval by the South Texas Lettuce Committee established pursuant to said marketing agreement and order, it is hereby found and determined that:

§ 1034.201 Expenses and rate of assessment.

(a) The reasonable expenses that are likely to be incurred by the South Texas Lettuce Committee, established pursuant to Marketing Agreement No. 144 and this part for its maintenance and functioning during the fiscal period December 1, 1960, through October 31, 1961, will amount to \$40,000.

(b) The rate of assessment to be effective for the fiscal period December 1, 1960, through October 31, 1961, shall be two cents (\$0.02) per carton of lettuce handled.

(c) Terms used in this section shall have the same meaning as when used in Marketing Agreement No. 144 and this part.

It is hereby found that good cause exists for not postponing the effective time of this action until 30 days after publication in the *FEDERAL REGISTER* (5 U.S.C. 1001-1011) in that: (1) The relevant provisions of said marketing agreement and this part require that rates of assessment fixed for a particular fiscal period shall be applicable to all assess-

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able lettuce from the beginning of such period and (2) the current fiscal period began on December 1, 1960, and the rate of assessment herein fixed will automatically apply to all assessable lettuce beginning with such date.

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

Dated: January 13, 1961.

FLOYD F. HEDLUND,
Deputy Director,
Fruit and Vegetable Division.

[F.R. Doc. 61-378; Filed, Jan. 17, 1961;
8:46 a.m.]

Title 10—ATOMIC ENERGY

Chapter I—Atomic Energy
CommissionPART 20—STANDARDS FOR PROTEC-
TION AGAINST RADIATIONDisposal of Radioactive Waste
Material

On February 4, 1960, the Commission issued for public comment a proposed amendment to 10 CFR Part 20 designed to prohibit issuance of licenses which would authorize the disposal of radioactive waste material on privately owned sites by persons engaged in commercial radioactive waste disposal activities. The comments received by the Commission with respect to the proposed amendment have been considered by the Commission and are on file in the Commission's Public Document Room. The only changes which have been made in the proposed amendment as published in the *FEDERAL REGISTER* are that the amended section has been changed from 20.304 to 20.302, and that the words "Federal or State governments" have been changed to read "Federal government or by a State government."

Pursuant to the Administrative Procedure Act, notice is hereby given that the following amendment to Title 10, Chapter I, Part 20, "Standards for Protection Against Radiation," is adopted to be effective 30 days after publication in the *FEDERAL REGISTER*.

Section 20.302 is amended by the addition of the following statement at the end of the section:

The Commission will not approve any application for a license to receive licensed material from other persons for disposal on land not owned by the Federal government or by a State government.

Dated at Germantown, Md., this 6th day of January 1961.

For the Atomic Energy Commission.

WOODFORD B. MCCOOL,
Secretary.

[F.R. Doc. 61-364; Filed, Jan. 17, 1961;
8:45 a.m.]

Title 21—FOOD AND DRUGS

Chapter I—Food and Drug Adminis-
tration, Department of Health, Edu-
cation, and Welfare

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

PART 121—FOOD ADDITIVES

Subpart F—Food Additives Resulting
From Contact With Containers or
Equipment and Food Additives
Otherwise Affecting FoodSUBSTANCES USED TO CONTROL SLIME IN
THE MANUFACTURE OF PAPER USED IN
FOOD PACKAGING

The Commissioner of Food and Drugs, having evaluated the data submitted in a petition filed by the Silaco Chemical Company, 3821 Montrose Avenue, Chicago 18, Illinois, and other relevant material, has concluded that the following food additive regulation should issue in conformance with section 409 of the Federal Food, Drug, and Cosmetic Act, as amended, with respect to a food additive consisting of a mixture of silver fluoride and colloidal silver for use as an antimicrobial agent in the manufacture of paper and paperboard that may be used in food-packaging material. Therefore, pursuant to the provisions of the act (sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1)), and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (25 F.R. 8625), Subpart F of the food additive regulations is amended by adding thereto the following new section:

§ 121.2505 Substances used to control
slime in the manufacture of paper
and paperboard used in food pack-
aging.

The substance named in paragraph (c) of this section, subject to any limitations prescribed, may safely be used as antimicrobial agents to control slime in the production of paper or paperboard manufactured for food packaging.

(a) The substances are added to process water used in the production of paper or paperboard and the quantity of any one substance or combination of substances used shall not exceed the specific limitation prescribed nor shall it exceed the amount necessary to accomplish the intended technical effect.

(b) To insure safe usage, the label or labeling of these substances shall bear adequate directions for use which if followed will not result in conflict with the requirements of this section.

(c) The additives permitted are as follows:

Limitations

Silver fluoride—Limit of addition to process water not to exceed 0.024 pound, calculated as silver fluoride, per ton of paper produced.

Any person who will be adversely affected by the foregoing order may at any time prior to the thirtieth day from the date of its publication in the *FEDERAL REGISTER* file with the Hearing Clerk,

Department of Health, Education, and Welfare, Room 5440, 330 Independence Avenue SW., Washington 25, D.C., written objections thereto. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in quintuplicate.

Effective date. This order shall be effective on the date of its publication in the *FEDERAL REGISTER*.

(Sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1))

Dated: January 11, 1961.

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

[F.R. Doc. 61-375; Filed, Jan. 17, 1961;
8:46 a.m.]

Title 33—NAVIGATION AND
NAVIGABLE WATERSChapter II—Corps of Engineers,
Department of the ArmyPART 207—NAVIGATION
REGULATIONS

Miscellaneous Amendments

1. Pursuant to the provisions of section 7 of the River and Harbor Act of August 8, 1917 (40 Stat. 266; 33 U.S.C. 1), certain sections governing the use, administration and navigation of navigable waters of the United States are hereby amended to revise the lockage procedure of pleasure craft through lock structures, effective on publication in the *FEDERAL REGISTER* since the revised procedure has been in effect on a trial basis for more than a year, as follows:

§ 207.50 Hudson River Lock at Troy,
N.Y.; navigation.

(a) *Authority of lockmaster.* The lockmaster shall be charged with the immediate control and management of the lock, and of the area set aside as the lock area, including the lock approach channels. He shall see that all laws, rules and regulations for the use of the lock and lock area are duly complied with, to which end he is authorized to give all necessary orders and directions in accordance therewith, both to employees of the Government and to any and every person within the limits of the lock or lock area, whether navigating the lock or not. No one shall cause any movement of any vessel, boat, or other floating thing in the lock or approaches except by or under the direction of the lockmaster or his assistants.

* * * * *

(d) *Precedence at the lock.* The vessel arriving first at the lock shall be first to lock through; but precedence shall be given to vessels belonging to the United States and to commercial vessels in the order named. Arrival posts or markers may be established ashore above or below the lock. Vessels arriving at or opposite such posts or markers will be considered as having arrived at the lock within the meaning of this paragraph. If the traffic is crowded in both directions; up and down lockages will usually be made alternately, but the lock tender may permit two or more lockages to be made at one time in the same direction when this will not cause unreasonable delay. In case two or more boats or tows are to enter for the same lockage, they shall enter as directed by the lock tender. No boat shall run ahead of another while in the lock. The boat that enters first shall leave first.

(e) *Lockage of pleasure boats.* The lockage of pleasure boats, house boats or like craft shall be expedited by locking them through with commercial craft (other than barges carrying gasoline or highly hazardous materials) in order to utilize the capacity of the lock to its maximum. Lockage of pleasure craft may be made with commercial craft carrying petroleum products other than gasoline, provided a clear distance of at least 100 feet between such vessels can be maintained in the lock. If, after the arrival of such craft, no separate or combined lockage can be accomplished within a reasonable time, not to exceed the time required for three other lockages, then separate lockage shall be made.

§ 207.160 All waterways tributary to the Atlantic Ocean south of Chesapeake Bay and all waterways tributary to the Gulf of Mexico east and south of St. Marks, Fla.; use, administration, and navigation.

(e) *Locks—(1) Authority of lockmasters.* The lockmaster shall be charged with the immediate control and management of the lock, and of the area set aside as the lock area, including the lock approach channels. He shall see that all laws, rules and regulations for the use of the lock and lock area are duly complied with, to which end he is authorized to give all necessary orders and directions in accordance therewith, both to employees of the Government and to any and every person within the limits of the lock and lock area, whether navigating the lock or not. No one shall cause any movement of any vessel, boat, or other floating thing in the lock or approaches except by or under the direction of the lockmaster or his assistants.

(3) *Precedence at locks.* (i) The vessel arriving first at a lock shall be first to lock through; but precedence shall be given to vessels belonging to the United States and to commercial vessels in the order named. Arrival posts or markers may be established ashore above or below the locks. Vessels arriving at or opposite such posts or markers will be considered as having arrived at the

locks within the meaning of this subparagraph.

(ii) The lockage of pleasure boats, house boats or like craft shall be expedited by locking them through with commercial craft (other than barges carrying petroleum products or highly hazardous materials) in order to utilize the capacity of the lock to its maximum. If, after the arrival of such craft, no separate or combined lockage can be accomplished within a reasonable time not to exceed the time required for three other lockages, then separate lockage shall be made.

§ 207.180 All waterways tributary to the Gulf of Mexico (except the Mississippi River, its tributaries and outlets) from St. Marks, Fla., to the Rio Grande; use, administration, and navigation.

(d) *Locks and floodgates—(1) Authority of lockmasters.* The lockmaster shall be charged with the immediate control and management of the lock, and of the area set aside as the lock area, including the lock approach channels. He shall see that all laws, rules and regulations for the use of the lock and lock area are duly complied with, to which end he is authorized to give all necessary orders and directions in accordance therewith, both to employees of the Government and to any and every person within the limits of the lock or lock area, whether navigating the lock or not. No one shall cause any movement of any vessel, boat, or other floating thing in the lock or approaches except by or under the direction of the lockmaster or his assistants.

(4) *Precedence at locks and floodgates.* (i) The vessel arriving first at a lock shall be first to lock through; but precedence shall be given to vessels belonging to the United States and to commercial vessels in the order named. Arrival posts or markers may be established ashore above or below the locks. Vessels arriving at or opposite such posts or markers will be considered as having arrived at the locks within the meaning of this subparagraph.

(ii) The lockage of pleasure boats, house boats or like craft shall be expedited by locking them through with commercial craft (other than barges carrying petroleum products or highly hazardous materials) in order to utilize the capacity of the lock to its maximum. If, after the arrival of such craft, no separate or combined lockage can be accomplished within a reasonable time, not to exceed the time required for three other lockages, then separate lockage shall be made.

§ 207.250 Ouachita River, Ark. and La.; use, administration, and navigation.

(a) *Authority of lockmasters.* The lockmaster shall be charged with the immediate control and management of the lock, and of the area set aside as the lock area, including the lock approach channels. He shall see that all laws, rules and regulations for the use of the lock and lock area are duly complied

with, to which end he is authorized to give all necessary orders and directions in accordance therewith, both to employees of the Government and to any and every person within the limits of the lock or lock area, whether navigating the lock or not. No one shall cause any movement of any vessel, boat, or other floating thing in the lock or approaches except by or under the direction of the lockmaster or his assistants.

(d) *Precedence at locks.* The vessel arriving first at a lock shall be first to lock through; but precedence shall be given to vessels belonging to the United States and to commercial vessels in the order named. Arrival posts or markers may be established ashore above or below the locks. Vessels arriving at or opposite such posts or markers will be considered as having arrived at the locks within the meaning of this paragraph.

(e) *Lockage of pleasure boats.* The lockage of pleasure boats, house boats or like craft shall be expedited by locking them through with commercial craft (other than barges carrying petroleum products or highly hazardous materials) in order to utilize the capacity of the lock to its maximum. If, after the arrival of such craft, no separate or combined lockage can be accomplished within a reasonable time, not to exceed the time required for three other lockages, then separate lockage shall be made.

(1) [Revoked].

§ 207.300 Ohio River, Mississippi River above Cairo, Ill.; and their tributaries; use, administration, and navigation.

(a) *Authority of lockmasters.* The lockmaster shall be charged with the immediate control and management of the lock, and of the area set aside as the lock area, including the lock approach channels. He shall see that all laws, rules and regulations for the use of the lock and lock area are duly complied with, to which end he is authorized to give all necessary orders and directions in accordance therewith, both to employees of the Government and to any and every person within the limits of the lock or lock area, whether navigating the lock or not. No one shall cause any movement of any vessel, boat, or other floating thing in the lock or approaches except by or under the direction of the lockmaster or his assistants.

(b) *Precedence at locks.* The vessel arriving first at a lock shall be first to lock through; but precedence shall be given to vessels belonging to the United States and to commercial vessels in the order named. Arrival posts or markers may be established ashore above or below the locks. Vessels arriving at or opposite such posts or markers will be considered as having arrived at the locks within the meaning of this paragraph.

(c) *Lockage of pleasure boats.* The lockage of pleasure boats, house boats or like craft shall be expedited by locking them through with commercial craft (other than barges carrying petroleum products or highly hazardous materials)

RULES AND REGULATIONS

in order to utilize the capacity of the lock to its maximum. If, after the arrival of such craft, no separate or combined lockage can be accomplished within a reasonable time, not to exceed the time required for three other lockages, then separate lockage shall be made.

§ 207.420 Chicago River, Ill.; Sanitary District controlling works, and the use, administration, and navigation of the lock at the mouth of river, Chicago Harbor.

* * * *

(b) *Lock.* * * *

(3) *Authority of lockmasters.* The lockmaster shall be charged with the immediate control and management of the lock, and of the area set aside as the lock area, including the lock approach channels. He shall see that all laws, rules and regulations for the use of the lock and lock area are duly complied with, to which end he is authorized to give all necessary orders and directions in accordance therewith, both to employees of the Government and to any and every person within the limits of the lock or lock area, whether navigating the lock or not. No one shall cause any movement of any vessel, boat, or other floating thing in the lock or approaches except by or under the direction of the lockmaster or his assistants.

* * * *

(7) *Precedence at locks.* The vessel arriving first at a lock shall be first to lock through; but precedence shall be given to vessels belonging to the United States and to commercial vessels in the order named. Arrival posts or markers may be established ashore above or below the locks. Vessels arriving at or opposite such posts or markers will be considered as having arrived at the locks within the meaning of this subparagraph.

(8) *Lockage of pleasure boats.* The lockage of pleasure boats, house boats or like craft shall be expedited by locking them through with commercial craft (other than barges carrying petroleum products or highly hazardous materials) in order to utilize the capacity of the lock to its maximum. If, after the arrival of such craft, no separate or combined lockage can be accomplished within a reasonable time, not to exceed the time required for three other lockages, then separate lockage shall be made.

§ 207.425 Calumet-Sag Channel, Ill.; Chicago Sanitary District controlling works and the use, administration, and navigation of the Lock near Blue Island.

* * * *

(b) *Lock.* * * *

(3) *Authority of lockmasters.* The lockmaster shall be charged with the immediate control and management of the lock, and of the area set aside as the lock area, including the lock approach channels. He shall see that all laws, rules and regulations for the use of the lock and lock area are duly complied with, to which end he is authorized to give all necessary orders and directions in accordance therewith, both to employees of the Government and to any and

every person within the limits of the lock or lock area, whether navigating the lock or not. No one shall cause any movement of any vessel, boat, or other floating thing in the lock or approaches except by or under the direction of the lockmaster or his assistants.

(4) *Precedence at locks.* The vessel arriving first at a lock shall be first to lock through; but precedence shall be given to vessels belonging to the United States and to commercial vessels in the order named. Arrival posts or markers may be established ashore above or below the locks. Vessels arriving at or opposite such posts or markers will be considered as having arrived at the locks within the meaning of this subparagraph.

(5) *Lockage of pleasure boats.* The lockage of pleasure boats, house boats or like craft shall be expedited by locking them through with commercial craft (other than barges carrying petroleum products or highly hazardous materials) in order to utilize the capacity of the lock to its maximum. If, after the arrival of such craft, no separate or combined lockage can be accomplished within a reasonable time, not to exceed the time required for three other lockages, then separate lockage shall be made.

2. Federal Register Document No. 60-11551, appearing at 25 F.R. 12740, December 13, 1960, is corrected by changing the heading "Front Channel", in subdivision (ii) of § 207.640(g)(2), to read "Foul Channel."

[Regs., Jan. 3, 1961, 285/91-ENGCW-O] (Sec. 7, 40 Stat. 266; 33 U.S.C. 1)

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

[F.R. Doc. 61-366; Filed, Jan. 17, 1961;
8:45 a.m.]

Title 41—PUBLIC CONTRACTS

Chapter 18—National Aeronautics and Space Administration

PART 18-7—CONTRACT CLAUSES

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18-7.351-3 Additional clauses authorized for use.

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Required forms.

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18-7.352-2 Additional required clauses.

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Subpart 18-7.4—Cost-reimbursement Type Research and Development Contracts

18-7.450 Scope of subpart.

18-7.451 Short form cost-reimbursement research contracts with educational or non profit institutions (NASA Form 419).

Required forms.

18-7.451-1 Special instructions. [Reserved]

18-7.451-2 Additional required clauses. [Reserved]

18-7.451-3 Additional clauses authorized for use.

18-7.451-4 Long form cost-reimbursement research and development contracts with educational or non profit institutions (NASA Form 419).

Required forms.

18-7.452 Special instructions.

18-7.452-1 Additional required clauses.

18-7.452-2 Additional clauses authorized for use.

18-7.452-3 Cost-reimbursement type research and development contracts (NASA Form 417).

Required forms.

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Subpart 18-7.5—Specific Contract Clauses

18-7.5001 Soviet-controlled areas clause.

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18-7.5033	Contractor's independent research programs clause.

AUTHORITY: §§ 18-7.000 to 18-7.5033 issued under 42 U.S.C. 2473(b)(1).

§ 18-7.000 Scope of part.

(a) The arrangement of material under this part varies in certain respects from the format prescribed for the Federal Procurement Regulations (FPR). Although Subparts 2, 3, and 4 of the FPR are not yet published, these subpart numbers have been utilized by NASA in order that these provisions may be keyed to the corresponding parts of Section VII of the Armed Services Procurement Regulation (ASPR). The need for such cross-keying to ASPR arises out of the special relationships between NASA and the Department of Defense and the fact that NASA procurement activity is carried out in accordance with Chapter 137, Title 10 of the United States Code.

NOTE: The Armed Services Procurement Regulation (ASPR) appears in the Code of Federal Regulations under 32 CFR Chapter I, Subchapter A. Section VII of ASPR is codified as 32 CFR Part 7.

As codified in 32 CFR the decimal points and dashes of ASPR have been reversed. Thus ASPR 7-105.6 appears as 32 CFR 7.105-6 and ASPR 13-502 appears as 32 CFR 13.502.

(b) This part sets forth contract forms and clauses to be used by all NASA procurement offices in contracts entered into by NASA, except for contracts to be performed outside the United States, its possessions, and Puerto Rico (hereafter referred to as foreign contracts). Each subpart contains special instructions concerning changes in the prescribed clauses as well as instructions concerning additional required and authorized clauses. The special clauses are set forth in Subpart 18-7.50.

(c) The clauses to be used in foreign contracts will be as prescribed on a case-by-case basis by the Director, Procurement and Supply Division, NASA Headquarters.

(d) The following is a list of Standard and NASA Forms required by instructions in this part.

(1) Standard forms.

- 18 Request for Quotations.
- 23A General Provisions (Construction Contracts).
- 32 General Provisions (Supply Contract).
- 33 Invitation, Bid, and Award (Supply Contract).
- 36 Continuation Sheet Supply Contract.
- 44 Purchase-Order-Invoice-Voucher.
- 147 Order-Invoice-Voucher.

148	Order-Invoice-Voucher (Continuation Sheet).
(2)	<i>NASA forms.</i>
147	Negotiated Supply Contract.
177	Purchase Order.
246	General Provisions (Short Form Fixed-Price Research Contracts with Nonprofit Institutions).
247	General Provisions (Fixed-Price Research and Development Contract).
250	Additional General Provisions to U.S. Standard Form 32 (Oct. 1957 Addition).
417	General Provisions (Cost-Type Research and Development Contract).
418	General Provisions (Cost-Plus-A-Fixed-Fee Supply Contract).
419	General Provisions (Cost Reimbursement Research Contract with Educational and Nonprofit Institutions).
419S	General Provisions (Short Form Cost Reimbursement Research Contract with Educational or Nonprofit Institutions).
437	Negotiated Contract (Cover Page).
437-1	Negotiated Contract (Signature Page).

Subpart 18-7.1—Fixed-Price Supply Contracts

§ 18-7.100 Scope of subpart.

(a) This subpart sets forth the contract forms and additional contract clauses required to be used in NASA fixed-price supply contracts, together with additional contract clauses authorized for use under specific circumstances set forth herein. Since fixed-price supply contracts may be entered into either by formal advertising or by negotiation, the various special forms utilized in either situation are prescribed herein. This subpart does not apply to contracts for (1) the construction, alteration, or repair of buildings, bridges, roads, or other kinds of real property; (2) experimental, developmental, or research work; or (3) facilities to be provided by the Government under a facilities contract.

(b) The required clauses set forth in ASPR and FPR for inclusion in fixed price contracts are contained in Standard Form 32 and NASA Form 250. Accordingly, the instructions set forth in §§ 18-7.150 and 18-7.151 do not repeat or discuss in detail each clause contained in the forms.

§ 18-7.150 Formally advertised fixed-price supply contracts.

§ 18-7.150-1 Required forms.

The following forms shall be used in all formally advertised fixed-price supply procurements:

(a) General Provisions (Standard Form 32) supplemented by NASA Form 250.

(b) Invitation for Bids, Schedule, and Award (Standard Forms 33 and 36).

§ 18-7.150-2 Special instructions.

(a) *Definitions.* Additional definitions may be included in the contract if they are not inconsistent with the prescribed clause.

(b) *Changes.* The period of "30 days" within which any claim for adjustment must be asserted may be varied not to exceed "60 days."

(c) *Assignment of claims.* The last sentence of paragraph (a) of "Assign-

ment of Claims" clause is generally referred to as the "no set-off" provision. In Executive Order No. 10824, dated May 29, 1959, NASA was designated as an agency authorized to include this provision in its contracts pursuant to the Assignment of Claims Act.

§ 18-7.150-3 Additional required clauses.

The following additional clauses are required to be included as "Additional General Provisions" (unless otherwise indicated) under the circumstances set forth below:

(a) *Soviet controlled areas.* Where acceptance of supplies is to take place outside the United States, its possessions, or Puerto Rico, the clause set forth in § 18-7.5001 shall be included, and the list of Soviet controlled areas set forth in § 18-6.401-2 shall be included in the Schedule of the contract.

(b) *Labor standards provisions.* If a supply contract involves construction work, certain additional provisions required by statute to be included in construction contracts may have to be incorporated in the contract. For guidance, see Subpart 18-12.4. Additional clauses required to be inserted under these conditions are Clauses 20 to 26 inclusive of Standard Form 23A.

(c) *Property rights in inventions.* Under the circumstances set forth in § 18-9.101-2, "Property Rights in Inventions" clause contained in NASA Forms 417, 418 and 419 must, as a matter of law, be included in the contract.

(d) *Cargo Preference Act.* [Reserved]

(e) *Priorities, allocations and allotments.* The clause set forth in § 18-7.5005 shall be inserted in all rateable contracts unless such contracts are less than \$5,000.

(f) *Government-furnished property.* Where property is furnished by the Government to a contractor, a "Government-Furnished Property" clause is required to be included in the contract. Where only a small amount of Government-furnished property is involved and where, in the judgment of the contracting officer, the competitive situation is such as to make it unlikely that placing the risk of loss or damage to such property on the contractor would result in the inclusion of contingency charges in the contractor's price, the clause set forth in § 18-7.5006 shall be included in the contract. In all other cases where Government-furnished property is involved, the clause set forth in ASPR 13-502 shall be used.

(g) *NASA Small Business Subcontracting Program.* If the contract is expected to exceed \$1,000,000 and, in the opinion of the contracting officer, to offer substantial subcontracting possibilities, the clause set forth in § 18-7.5010 shall be included in the contract.

(h) *Rights in data.* If data is to be delivered under the contract, the "Data" clause set forth in § 18-7.5002 will be added to the "General Provisions." However, this "Data" clause does not in itself specify the data with respect to which the Government will obtain the rights set forth in that clause. Therefore, Schedule provisions are necessary

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to specify the specific data which the Government wants to have furnished. For instructions concerning suitable Schedule provisions, see (i) below. The rights prescribed in the "Data" clause will then attach to the data so specified. Under no circumstances, however, shall proprietary data, as defined in paragraph (h) of the "Data" clause set forth in § 18-7.5002, be requested by the Government in formally advertised procurements and procurements for standard commercial articles.

(i) *Data requirements.* As pointed out in (h) above, use of the "Data" clause set forth in § 18-7.5002 does not obtain for the Government the delivery of any data whatsoever, but only rights to use that data which is specified elsewhere in the contract to be delivered. If any data such as reports, handbooks, manuals, drawings, photographs, etc., are to be furnished by the contractor, these data requirements must be set forth in the invitation for bids. Accordingly, such data requirements should be made known to the contracting officer prior to preparation of the invitation for bids.

§ 18-7.150-4 Additional clauses authorized for use.

(a) *Alterations in contract.* Certain alterations to Standard Form 32 are set forth in Clause 35 of NASA Form 250. When additional alterations to Standard Form 32 or NASA Form 250 are required, such alterations shall be set forth either in the Schedule, preceded by the clause set forth in § 18-7.5011 or in an attachment sheet to NASA Form 250. Alterations may only be made in accordance with § 18-1.009 relating to deviations.

(b) *Liquidated damages.* When a liquidated damages provision is to be included in the contract, the clause set forth in § 18-7.5012 is authorized for use in conjunction with an "Alterations in Contract" clause (see § 18-7.5011). In addition, an appropriate implementing provision setting forth the amount of liquidated damages shall be included in the Schedule.

(c) *Price escalation.* The "Price Escalation" clauses set forth in ASPR 7-106 and 7-107 are authorized for use in accordance with the instructions set forth therein.

(d) *Progress payments.* The policies and procedures set forth in paragraph 504 of Appendix E of ASPR (32 CFR Part 163.73) concerning the use of progress payments in formally advertised procurements shall be followed by NASA procurement offices. The provisions to be included in the invitation for bids and the "Progress Payments" clauses authorized for use pursuant to paragraph 504 are authorized for use by NASA in accordance with the instructions contained therein except that the short form "Progress Payments" clauses set forth in §§ 18-7.5008 and 18-7.5009 may be used in lieu of the ASPR clauses whenever it is estimated that the procurement will be less than \$100,000.

(e) *Warranty.* The clauses set forth in §§ 18-7.5013 and 18-7.5014 are authorized for use when, in the discretion of the contracting officer, the benefits of warranties normally granted to a con-

tractor's commercial customers should be obtained by the Government.

(f) *Guaranty.* The clause set forth in § 18-7.5015 is authorized for use when, in the discretion of the contracting officer, the need for such a guaranty is felt to outweigh the price increase, if any, which the inclusion of such a clause might entail. The period of time within which notice of defect must be given may be varied.

(g) *Patent indemnity.* Under the circumstances set forth in § 18-9.104, the "Patent Indemnity" clause set forth in § 18-7.5019 may be included in the contract, provided that its use is approved by patent counsel and that it is limited to an indemnity for specifically designated patents.

§ 18-7.151 Negotiated fixed-price supply contracts.

§ 18-7.151-1 Required forms.

The following forms shall be used in negotiated fixed-price supply procurements:

(a) *General provisions.* (1) For contracts in excess of \$2,500 use Standard Form 32 supplemented by NASA Form 250.

(2) For purchase orders not in excess of \$2,500 use NASA Form 177.

(b) *Request for proposals, schedule, and acceptance of proposal.* (1) For contracts in excess of \$2,500 use NASA Form 147 and Standard Form 36. Standard Form 18 may be used to request quotations (see § 18-16.251-1).

(2) For purchase orders not in excess of \$2,500, see Subpart 18-3.6 concerning the use of Standard Forms 44, 147, 148, the NASA "Ship and Quote" Form, and NASA Form 147; and § 18-16.251 concerning the use of Standard Form 18.

(c) *Cover and signature pages.* In lieu of NASA Form 147, NASA Forms 437 and 437-1 may be used as cover and signature pages.

§ 18-7.151-2 Special instructions applicable to contracts in excess of \$2,500.

(a) *Definitions.* See § 18-7.150-2(a).

(b) *Changes.* See § 18-7.150-2(b).

(c) *Assignment of claims.* See § 18-7.150-2(c). In negotiated procurements, where a contractor is indebted to the Government as a result of dealings with NASA or with other Government agencies, the last sentence of paragraph (a) of the "Assignment of Claims" clause, commonly referred to as the "no set-off" provision, will be omitted if such action is requested by other Government agencies or otherwise appears to be appropriate to protect the interests of the Government.

(d) *Federal, State and local taxes.* The clause set forth in ASPR 11-401.2 (b) should be substituted for the "Federal, State and Local Taxes" clause contained in NASA Form 250 where, under the criteria and instructions set forth in ASPR 11-401, that clause is considered to be more appropriate.

§ 18-7.151-3 Additional required clauses.

The following additional clauses are required to be included as "Additional

General Provisions" (unless otherwise indicated) under the circumstances set forth below:

(a) *Soviet controlled areas (NASA PR 7.5001).* See the instructions set forth in § 18-7.150-3(a).

(b) *Labor clauses for construction contracts (Clauses 20 to 26 inclusive of Standard Form 23A).* See instructions set forth in § 18-7.150-3(b) and the guidance provided in Subpart 18-12.4.

(c) *Property rights in inventions.* Under the circumstances set forth in § 18-9.101-2, the "Property Rights in Inventions" clause contained in NASA Forms 417, 418, and 419 must, as a matter of law, be included in the contract. Where the contract is with a member of the Manufacturers Aircraft Association, see § 18-7.5021 for the deviation authorized to be made in this clause.

(d) *Rights in data.* If data is to be delivered under the contract, the "Data" clause set forth in § 18-7.5002 will be added to the "General Provisions." However, this "Data" clause does not in itself specify the data with respect to which the Government will obtain the rights set forth in that clause. Therefore, Schedule provisions are necessary to specify the specific data which the Government wants to have furnished. See paragraph (e) below for instructions concerning suitable Schedule provisions. The rights prescribed in the "Data" clause will then attach to the data so specified. If the data to be acquired is needed only for a limited purpose, such as maintenance, the clause set forth in § 18-7.5002 should be supplemented by the additional paragraph set forth in § 18-7.5003, and the Schedule must contain a provision that states the extent of the "proprietary data" to be furnished subject to such limitations.

(e) *Data requirements.* As stated in (d) above, use of the "Data" clause set forth in § 18-7.5002 does not obtain for the Government the delivery of any data whatsoever, but only rights to use that data which is specified elsewhere in the contract to be delivered. Quite often, the technical requirements of NASA include the furnishing by the contractor of data such as reports, handbooks, manuals, drawings, photographs, etc. In such cases, the data requirements must be specified in the Schedule of the contract. These data requirements should be made known to the contracting officer prior to negotiation of the contract and, ordinarily, such data will be adequate for supply contracts. However, if the negotiator feels that the data requirements furnished him are inadequate to obtain all the data which the Government should have, he should obtain further guidance from the cognizant technical office. If further data is then believed to be necessary, the services of legal counsel should be requested in drafting a suitable "Data Requirements" clause, using § 18-7.5004 as a guide where appropriate.

(f) *Approval of contract.* The clause set forth in § 18-7.5017 will be included in the contract when approval of the contract by the Director, Procurement and Supply Division, NASA Headquarters, is required.

(g) *Cargo Preference Act.* [Reserved]
 (h) *Priorities, allocations, and allotments* (§ 18-7.5005). See § 18-7.150-3(e) for instructions concerning the inclusion of this clause.

(i) *Subcontracts.* In the event the contract includes a price redetermination or incentive provision, Clause 23 of NASA Form 250 will be deleted and the clause set forth in § 18-7.5018 will be substituted therefor.

(j) *Government-furnished property* (§ 18-7.5006 or *ASPR 13-502*). For instructions concerning the inclusion of the "Government Furnished Property" clause and criteria for selecting between the two authorized clauses, see § 18-7.150-3(f).

(k) *NASA Small Business Subcontracting Program* (§ 18-7.5010). For instructions concerning the inclusion of the "NASA Small Business Subcontracting Program" clause, see § 18-7.150-3(g).

§ 18-7.151-4 Additional clauses authorized for use.

(a) *Alterations in contract* (§ 18-7.5011). See instructions set forth in § 18-7.150-4(a).

(b) *Liquidated damages* (§ 18-7.5012). See instructions set forth in § 18-7.150-4(b).

(c) *Bill of materials.* The "Bill of Materials" clause set forth in *ASPR 7-105.6* is authorized for use under the circumstances set forth therein.

(d) *Price escalation.* The "Price Escalation" clauses set forth in *ASPR 7-106* and 7-107 are authorized for use in accordance with the instructions set forth therein.

(e) *Price redetermination.* The "Price Redetermination" clauses set forth in *ASPR 7-109* are authorized for use in accordance with the instructions set forth therein.

(f) *Incentive price revision.* The "Incentive Price Revision" clause set forth in *ASPR 7-108* is authorized for use in accordance with the instructions set forth therein, provided that the advance approval of the Director, Procurement and Supply Division, NASA Headquarters, has been obtained.

(g) *Special tooling.* Where special tooling is to be acquired by the contractor, the "Special Tooling" clause set forth in *ASPR 13-504* is authorized for use in accordance with the instructions contained therein.

(h) *Progress payments* (*ASPR, Appendix E*; and §§ 18-7.5008 and 18-7.5009). See § 18-7.150-4(d) for appropriate instructions.

(i) *Warranty* (§§ 18-7.5013 and 18-7.5014). See § 18-7.150-4(e).

(j) *Guaranty* (§ 18-7.5015). See instructions set forth in § 18-7.150-4(f).

(k) *Patent indemnity* (§ 18-7.5019). See instructions set forth in § 18-7.150-4(g).

Subpart 18-7.2—Cost-Reimbursement Type Supply Contracts

§ 18-7.250 Scope of subpart.

(a) This subpart sets forth the contract forms and additional contract clauses required to be used in NASA cost-reimbursement type supply contracts, together with additional contract clauses authorized for use under the circumstances set forth herein. This subpart does not apply to contracts for (1) the construction, alteration, or repair of buildings, bridges, roads, or other kinds of real property; (2) experimental, developmental, or research work; or (3) facilities to be provided by the Government under a facilities contract.

(b) The required clauses set forth in the Armed Services Procurement Regulation for cost-reimbursement type supply contracts are contained in NASA Form 418. Accordingly, the instructions set forth in §§ 18-7.251 and 18-7.252 do not repeat or discuss in detail each clause contained in the form.

§ 18-7.251 Required forms and required and authorized clauses.

§ 18-7.251-1 Required forms.

The General Provisions contained in NASA Form 418 shall be used in all cost-reimbursement supply contracts together with a Cover Page (NASA Form 437), a Schedule, and a Signature Page (NASA Form 437-1).

§ 18-7.251-2 Special instructions.

(a) *Definitions.* Additional definitions may be included if they are not inconsistent with the prescribed clause.

(b) *Changes.* If requested by a contractor, the right of the Government to order changes in place of inspection or place of acceptance may be deleted from the clause.

(c) *Limitation of cost.* See § 18-7.251-3(g).

(d) *Allowable cost, fixed fee, and payment.* When the contract is in excess of \$250,000, is not with a small business concern, and is not otherwise included within the types of contracts set forth in *ASPR 3-404.3(d)(2)*, paragraph (c) of Clause 4 of NASA Form 418 shall be deleted and the paragraph set forth in § 18-7.5022 substituted therefor, unless otherwise approved by the Director, Procurement and Supply Division, NASA Headquarters. In addition, the provision set forth in § 18-7.5007 shall be added as paragraph (D) to (f)(ii) of this clause where the Schedule contains a "Data Requirements" clause (see § 18-7.251-3(d)).

(e) *Assignment of claims.* See § 18-7.150-2(c) and 18-7.151-2(c).

(f) *Records.* In the case of contracts that establish separate periods of performance, the alternative subparagraphs set forth in § 18-7.5023 may be substituted for the corresponding subparagraphs of the "Records" clause.

(g) *Subcontracts.* In paragraph (b) of "Subcontracts" clause, the percentage and amount set forth in (ii) thereof may be varied, the dollar amount in (iii) may be increased, and in (i) and (iv) thereof dollar amounts not in excess of \$10,000 may be established below which the prior written consent of the contracting officer need not be obtained.

(h) *Property rights in inventions.* When the type of work to be performed is not of the type described in § 18-9.101-2, the "Property Rights in In-

ventions" clause may be deleted. See § 18-7.5021 for the deviation authorized to be made from this clause in contracts with members of the Manufacturers Aircraft Association.

(i) *Payment of royalties.* The "Payment of Royalties" clause may be deleted from contracts with members of the Manufacturers Aircraft Association and the clause set forth in § 18-7.5024 substituted therefor.

§ 18-7.251-3 Additional required clauses.

The following additional clauses are required to be included as "Additional General Provisions" (unless otherwise indicated) under the circumstances set forth below:

(a) *Soviet controlled areas* (§ 18-7.5001). See instructions set forth in § 18-7.150-3(a).

(b) *Labor clauses for construction contracts* (Clauses 20 to 26, inclusive, of *Standard Form 23A*). See instructions set forth in § 18-7.150-3(b) and the guidance provided in Subpart 18-12.4.

(c) *Rights in data.* For guidance, see § 18-7.151-3(d). However, NASA Form 418 already contains the "Data" clause referred to therein and set forth in § 18-7.5002, but does not include the additional provisions set forth in § 18-7.5003.

(d) *Data requirements* (§ 18-7.5004). See §§ 18-7.151-3(e) and 18-7.251-2(d).

(e) *Approval of contract.* The clause set forth in § 18-7.5017 will be included when approval of the contract by the Director, Procurement and Supply Division, NASA Headquarters, is required.

(f) *Cargo Preference Act.* [Reserved]

(g) *Limitation of government's obligation.* Where funding to complete the entire contract is not available at the time it is entered into, and specific approval of the Director, Procurement and Supply Division, NASA Headquarters, has been obtained for the use of such a clause, the clause set forth in § 18-7.5020 shall be included in the contract together with an implementing Schedule provision.

(h) *Payment of fixed fee.* The clause set forth in § 18-7.5025 shall normally be used as the Schedule provision covering payment of fixed fees. However, alterations in, and additions to, this clause are authorized in the discretion of the contracting officer.

(i) *Estimated cost and fixed fee.* The clause set forth in § 18-7.5026 shall normally be used as the Schedule provision covering estimated cost and fixed fee. However, alterations in, and additions to, this clause are authorized in the discretion of the contracting officer.

(j) *Reports of work.* There is no prescribed reports clause for the Schedule of cost-reimbursement supply contracts, although some type of reports clause may be required, depending on the particular work being performed.

(k) *NASA Small Business Subcontracting Program* (§ 18-7.5010). For instructions concerning the inclusion of "NASA Small Business Subcontracting Program" clause, see § 18-7.150-3(g).

(l) *Financial reports.* [Reserved]

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§ 18-7.251-4 Additional clauses authorized for use.

(a) *Alterations in contract* (§ 18-7.5011). See instructions set forth in § 18-7.150-4(a).

(b) *Bill of materials*. The "Bill of Materials" clause set forth in ASPR 7-105.6 is authorized for use under the circumstances set forth therein.

(c) *Federal, State, and local taxes*. The clause set forth in § 18-7.5032 is authorized for use in the discretion of the contracting officer where requested by the contractor.

(d) *Date of incurrence of costs*. The clause set forth in § 18-7.5030 is authorized for use where specific coverage of anticipatory costs is considered desirable.

(e) *Notice of delay*. The clause set forth in § 18-7.5031 is authorized for use in situations where it is desirable to provide for notice by the contractor of anticipated delays in performance.

(f) *Program progress reports*. When the procedures relating to the NASA Program Management System are applicable, the clause set forth in § 18-7.5028 is authorized for use as an "Additional General Provision" where it is desirable to provide for periodic reports from the contractor concerning the planning and progress of the program called for by the contract.

(g) *Contractor's independent research program*. Whenever the "Property Rights in Inventions" clause is included in the contract, and it is determined that the contractor maintains an independent research program, the clause set forth in § 18-7.5033 may be included in the Schedule at the contractor's request. See § 18-9.101-6.

Subpart 18-7.3—Fixed-Price Research and Development Contracts**§ 18-7.350 Scope of subpart.**

(a) This subpart sets forth the contract forms and additional contract clauses required to be used in NASA fixed-price research and development contracts, together with additional contract clauses authorized for use under the circumstances set forth herein. As used throughout this subpart, the term "fixed-price research and development contract" means any contract which (1) is entered into on a fixed-price basis, (2) is in an amount exceeding \$2,500, and (3) is for experimental, developmental, or research work.

(b) The required clauses set forth in ASPR for fixed-price research and development contracts are contained in NASA Form 247. Accordingly, the instructions set forth in § 18-7.351 and 18-7.352 do not repeat or discuss in detail each clause contained in the form.

§ 18-7.351 Short form fixed-price research contract with nonprofit institutions (NASA Form 246).**§ 18-7.351-1 Required forms.**

NASA Form 246 is authorized for use in contracts for basic or applied scientific research at nonprofit institutions of higher education, or at nonprofit institutions whose primary purpose is the conduct of scientific research. When so

authorized for use, NASA Form 246 shall be used together with a Cover Page (NASA Form 437), a Schedule and a Signature Page (NASA Form 437-1).

§ 18-7.351-2 Special instructions. [Reserved]**§ 18-7.351-3 Additional required clauses. [Reserved]****§ 18-7.351-4 Additional clauses authorized for use.**

Clauses contained in the long form (NASA Form 247) prescribed in § 18-7.352 may be included as additions to the short form where special circumstances justify their use. In such cases, care should be taken to assure that these provisions are not inconsistent with the provisions of NASA Form 246.

§ 18-7.352 Long form fixed-price research and development contract (NASA Form 247).**§ 18-7.352-1 Required forms.**

Except where NASA Form 246 is authorized for use under § 18-7.351-1, NASA Form 247 shall be used in all fixed-price research and development contracts, together with a Cover Page (NASA Form 437), a Schedule, and a Signature Page (NASA Form 437-1).

§ 18-7.352-2 Special instructions.

- (a) *Definitions*. See § 18-7.150-2(a).
- (b) *Changes*. See § 18-7.150-2(b).
- (c) *Assignment of claims*. See §§ 18-7.150-2(c) and 18-7.151-2(c).

(d) *Inspection*. Where a more detailed provision covering inspection is desired, as where the primary contract objective is delivery of end items other than designs, drawings or reports, the clause set forth in § 18-7.5016 shall be substituted for this clause, unless the contracting officer determines that use of the longer clause is impracticable.

(e) *Termination*. If the contract is with an educational or nonprofit institution on a no-fee or nonprofit basis, the "Termination" clause in NASA Form 247 shall be deleted and the "Termination" clause contained in NASA Form 419 substituted therefor.

(f) *Property rights in inventions*. When the contract is with a member of the Manufacturers Aircraft Association, see § 18-7.5021 for the deviation authorized to be made in the "Property Rights in Inventions" clause.

§ 18-7.352-3 Additional required clauses.

The following additional clauses are required to be included as "Additional General Provisions" (unless otherwise indicated) under the circumstances set forth below:

(a) *Soviet controlled areas* (§ 18-7.5001). See instructions set forth in § 18-7.150-3(a).

(b) *Labor clauses for construction contracts (Clauses 20 to 26, inclusive, of Standard Form 23A)*. See instructions set forth in § 18-7.150-3(b) and the guidance provided in Subpart 18-12.4.

(c) *Data requirements* (§ 18-7.5004). See instructions set forth in § 18-7.452-3(d).

(d) *Approval of contract*. The clause set forth in § 18-7.5017 will be included

when approval of the contract by the Director, Procurement and Supply Division, NASA Headquarters, is required.

(e) *Cargo Preference Act*. [Reserved]

(f) *Subcontracts*. In the event the contract includes a price redetermination or incentive provision, delete the "Subcontracts" clause and substitute therefor the clause set forth in § 18-7.5018.

(g) [Reserved]

(h) *NASA Small Business Subcontracting Program* (§ 18-7.5010). For instructions concerning the inclusion of this clause, see § 18-7.150-3(g).

(i) *Reports of work* (§ 18-7.5029). See the instructions set forth in § 18-7.452-3(i).

(j) *Materials reports*. In all research and development contracts calling for hardware or for research and development on materials, the clause set forth in § 18-7.5027 shall be inserted in the Schedule of the contract. Generally, the Schedule provision will be required in all contracts calling for space vehicles, satellites, rockets, propulsion units, power units, rocket motors, satellite and rocket components, instrumentation, and payloads. Negotiators should discuss the need for such a clause with the project officers in every instance where it appears that the contract may call for research and development on materials, regardless of whether the contract falls within one of the categories enumerated above.

(k) *Financial reports*. [Reserved]

§ 18-7.352-4 Additional clauses authorized for use.

(a) *Alterations in contract* (§ 18-7.5011). See instructions set forth in § 18-7.150-4(a).

(b) *Bill of materials*. The "Bill of Materials" clause set forth in ASPR 7-105.6 is authorized for use under the circumstances set forth therein.

(c) *Price escalation*. The "Price Escalation" clauses set forth in ASPR 7-106 and 7-107 are authorized for use in accordance with the instructions set forth therein.

(d) *Price redetermination*. The "Price Redetermination" clauses set forth in ASPR 7-108 are authorized for use in accordance with the instructions set forth therein.

(e) *Incentive price revision*. The "Incentive Price Revision" clause set forth in ASPR 7-108 is authorized for use in accordance with the instructions set forth therein, provided that the advance approval of the Director, Procurement and Supply Division, NASA Headquarters, has been obtained.

(f) *Special tooling*. Where special tooling is to be acquired by the contractor, the clause set forth in ASPR 13-504 is authorized for use in accordance with the instructions contained therein.

(g) *Progress payments* (ASPR, Appendix E; §§ 18-7.5008 and 18-7.5009). See instructions set forth in § 18-7.150-4(d).

(h) *Notice of delay* (§ 18-7.5031). See instructions set forth in § 18-7.251-4(e).

(i) *Program progress reports* (§ 18-7.5028). See instructions set forth in § 18-7.251-4(f).

Subpart 18-7.4—Cost-Reimbursement Type Research and Development Contracts

§ 18-7.450 Scope of subpart.

(a) This subpart sets forth the contract forms and additional contract clauses required to be used in NASA cost-reimbursement type research and development contracts, together with additional contract clauses authorized for use under the circumstances set forth herein. As used throughout this subpart, the term "cost-reimbursement type research and development contract" means any contract which (1) is entered into on a cost, cost-sharing or cost-plus-a-fixed-fee basis, and (2) is for experimental, developmental or research work.

(b) The required clauses set forth in ASPR for cost-reimbursement type research and development contracts are contained in NASA Forms 417 and 419. Accordingly, the instructions set forth in §§ 18-7.451 through 18-7.453 do not repeat or discuss in detail each clause contained in the forms.

§ 18-7.451 Short form cost-reimbursement research contracts with educational or nonprofit institutions (NASA Form 419S).

§ 18-7.451-1 Required forms.

NASA Form 419S is authorized for use in contracts for basic or applied scientific research at nonprofit institutions of higher education or at nonprofit institutions whose primary purpose is the conduct of scientific research. When so authorized for use, NASA Form 419S shall be used together with a Cover Page (NASA Form 437), a Schedule, and a Signature Page (NASA Form 437-1).

§ 18-7.451-2 Special instructions. [Reserved]

§ 18-7.451-3 Additional required clauses. [Reserved]

§ 18-7.451-4 Additional clauses authorized for use.

(a) Clauses contained in the long form (NASA Form 419) prescribed in § 18-7.452 may be included as additions to the short form where special circumstances justify their use. In such cases, care should be taken to assure that these provisions are not inconsistent with the provisions of NASA Form 419S.

(b) *Data requirements.* Ordinarily, the work statement of the Schedule should adequately cover NASA's requirements for data. The "Data Requirements" clause set forth in § 18-7.5004 is not appropriate for use in this type of contract unless hardware is to be furnished. Where this Schedule clause is used, the assistance of legal counsel will be obtained in adapting the clause to the particular contract.

(c) *Government property.* When the "Government Property" clause set forth in NASA Form 419 (long form) is used, and title to such property is to be vested in the contractor pursuant to 42 U.S.C. 1891-1893, see ASPR 13-506 for the additional language to be added to paragraph (c) of that clause.

§ 18-7.452 Long form cost-reimbursement research and development contracts with educational or nonprofit institutions (NASA Form 419).

§ 18-7.452-1 Required forms.

Except where NASA Form 419S is authorized for use under § 18-7.451-1, NASA Form 419 shall be used in all cost-reimbursement type contracts with educational and nonprofit institutions which involve no fee or profit, together with a Cover Page (NASA Form 437), a Schedule, and a Signature Page (NASA Form 437-1).

§ 18-7.452-2 Special instructions.

(a) *Definitions.* Additional definitions may be included if they are not inconsistent with the prescribed clause.

(b) *Limitation of cost.* See § 18-7.452-3(g).

(c) *Allowable cost and payment.* The provisions set forth in § 18-7.5007 shall be added as paragraph (D) to (f)(ii) of this clause.

(d) *Subcontracts.* In paragraph (b) of the "Subcontracts" clause, the percentage and amount set forth in (ii) thereof may be varied, and in (i), (v) and (vi) thereof dollar amounts not in excess of \$10,000 may be established below which the prior written consent of the contracting officer need not be obtained.

(e) *Inspection.* Where a more detailed provision covering inspection is desired, as where the primary contract objective is the delivery of end items other than designs, drawings or reports, the "Inspection" clause contained in NASA Form 417 should be substituted for the "Inspection" clause contained in NASA Form 419.

(f) *Records.* In the case of contracts that establish separate periods of performance, the alternative subparagraphs (a) (4) and (5) set forth in § 18-7.5023 may be substituted for the corresponding subparagraphs of the "Records" clause contained in NASA Form 419.

(g) *Property rights in inventions.* The percentage amount specified to be withheld by paragraph (k) of the "Property Rights in Inventions" clause may be reduced from 10% to 1%.

§ 18-7.452-3 Additional required clauses.

The following additional clauses are required to be included as "Additional General Provisions" (unless otherwise indicated) under the circumstances set forth below:

(a) *Soviet controlled areas* (§ 18-7.5001). See the instructions set forth in § 18-7.150-3(a).

(b) *Labor clauses for construction contracts clauses 20 to 26, inclusive, of Standard Form 23A.* See instructions set forth in § 18-7.150-3(b) and the guidance provided in Subpart 18-12.4.

(c) *Rights in data.* For guidance, see § 18-7.151-3(d). However NASA Form 419 already contains a "Data" clause.

(d) *Data requirements.* See §§ 18-7.151-3(e) and 18-7.451-4(b).

(e) *Approval of contract.* The clause set forth in § 18-7.5017 will be included

when approval of the contract by the Director, Procurement and Supply Division, NASA Headquarters, is required.

(f) *Cargo Preference Act.* [Reserved]

(g) *Limitation of Government's obligation* (§ 18-7.5020). See instructions set forth in § 18-7.251-3(g). However, approval by the Director, Procurement and Supply Division, NASA Headquarters, is not required.

(h) *Estimated cost.* The clause set forth in § 18-7.5026 will be modified to delete any reference to a fixed fee and shall be included in the Schedule of the contract.

(i) *Reports of work.* The clause set forth in § 18-7.5029 shall be included in the Schedule of the contract. Variances in this clause are authorized to meet the particular requirements of a procurement. Consideration should be given in each case to the desirability of providing for intermittent reports as well as, for example, where a contractor completes a significant unit of work which merits publication.

(j) *NASA Small Business Subcontracting Program* (§ 18-7.5010). For instructions concerning the inclusion of this clause, see § 18-7.150-3(g).

(k) *Materials reports* (§ 18-7.5027). See instructions set forth in § 18-7.352-3(j).

§ 18-7.452-4 Additional clauses authorized for use.

(a) *Alterations in contract* (§ 18-7.5011). See instructions set forth in § 18-7.150-4(a).

(b) *Bill of materials.* The clause set forth in ASPR 7-105.6 is authorized for use under the circumstances set forth therein.

(c) *Federal, State, and local taxes* (§ 18-7.5032). See instructions set forth in § 18-7.251-4(c).

(d) *Data of incurrence of costs* (§ 18-7.5030). See instructions set forth in § 18-7.251-4(d).

(e) *Notice of delay* (§ 18-7.5031). See instructions set forth in § 18-7.251-4(e).

(f) *Program progress reports* (§ 18-7.5028). See instructions set forth in § 18-7.251-4(f).

§ 18-7.453 Cost-reimbursement type research and development contracts (NASA Form 417).

§ 18-7.453-1 Required forms.

Except where NASA Forms 419S and 419 are authorized for use under §§ 18-7.451 and 18-7.452, NASA Form 417 shall be used in all other NASA cost-reimbursement type research and development contracts. NASA Form 417 shall be used together with a Cover Page (NASA Form 437), a Schedule, and a Signature Page (NASA Form 437-1).

§ 18-7.453-2 Special instructions.

(a) *Definitions.* Additional definitions may be included if they are not inconsistent with the prescribed clause.

(b) *Limitation of cost.* See § 18-7-453-3(g).

(c) *Allowable cost, fixed fee, and payment.* When the contract is in excess of \$250,000, is not with a small business con-

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cern, and is not otherwise included within the types of contracts set forth in ASPR 3-404.3(d)(2), paragraph (c) of Clause 4 of NASA Form 417 shall be deleted and the paragraph set forth in § 18-7.5022 substituted therefor, unless otherwise approved by the Director, Procurement and Supply Division, NASA Headquarters. In addition, the provision set forth in § 18-7.5007 shall be added as paragraph (D) to (f)(ii) of this clause when the Schedule contains a "Data Requirements" clause (see §§ 18-7.151-3(e) and 18-7.251-2(d)).

(d) *Assignment of claims.* See §§ 18-7.150-2(c) and 18-7.151-2(c).

(e) *Subcontracts.* In paragraph (b) of the "Subcontracts" clause, the percentage and amount set forth in (ii) thereof may be varied, the dollar amount in (iii) may be increased, and in (i), (iv) and (v) thereof dollar amounts not in excess of \$10,000 may be established below which the prior written consent of the contracting officer need not be obtained.

(f) *Records* (§ 18-7.5023). See instructions set forth in § 18-7.452-2(f) which are equally applicable to the "Records" clause in NASA Form 417.

(g) *Payment of royalties* (§ 18-7.5024). See instructions set forth in § 18-7.251-2(i) if the contractor is a member of the Manufacturers Aircraft Association.

(h) *Property rights in inventions.* Where the contract is with a member of the Manufacturers Aircraft Association, see § 18-7.5021 for the deviation authorized to be made in the "Property Rights in Inventions" clause.

(i) *Termination.* Paragraph (k) of the "Termination" clause may be deleted at the discretion of the contracting officer.

§ 18-7.453-3 Additional required clauses.

The following additional clauses are required to be included as "Additional General Provisions" (unless otherwise indicated) under the circumstances set forth below:

(a) *Soviet controlled areas* (§ 18-7.5001). See instructions set forth in § 18-7.150-3(a).

(b) *Labor clauses for construction contracts* (Clauses 20 to 26, inclusive, of Standard Form 23A). See instructions set forth in § 18-7.150-3(b) and the guidance provided in Subpart 18-12.4.

(c) *Rights in data.* For guidance, see § 18-7.151-3(d). However, NASA Form 417 already contains a "Data" clause.

(d) *Data requirements.* For general background, see § 18-7.151-3(e). The clause set forth in § 18-7.5004 shall be included in the schedule of the Contract. Subparagraphs (a)(ii) (B) and (C) of this clause may be deleted or modified in accordance with NASA's requirements as indicated by the project engineer. See § 18-7.453-2(c).

(e) *Approval of contract.* The clause set forth in § 18-7.5017 will be included when approval of the contract by the Director, Procurement and Supply Division, NASA Headquarters, is required.

(f) *Cargo Preference Act.* [Reserved]

(g) *Limitation of Government's obligation* (§ 18-7.5020). See instructions set forth in § 18-7.251-3(g). However, the approval by the Director, Procurement and Supply Division, NASA Headquarters, is not required.

(h) *Payment of fixed fee* (§ 18-7.5025). See instructions set forth in § 18-7.251-3(h).

(i) *Estimated cost and fixed fee* (§ 18-7.5026). See instructions set forth in § 18-7.251-3(i).

(j) *Reports of work* (§ 18-7.5029). See instructions set forth in § 18-7.251-3(i).

(k) *NASA Small Business Subcontracting Program* (§ 18-7.5010). See instructions set forth in § 18-7.150-3(g).

(l) *Materials reports* (§ 18-7.5027). See instructions set forth in § 18-7.352-3(j).

(m) *Financial reports.* [Reserved]

§ 18-7.453-4 Additional clauses authorized for use.

(a) *Alterations in contract* (§ 18-7.5011). See instructions set forth in § 18-7.150-4(a).

(b) *Bill of materials.* The clause set forth in ASPR 7-105.6 is authorized for use under the circumstances set forth therein.

(c) *Federal, State, and local taxes* (§ 18-7.5032). See instructions set forth in § 18-7.251-4(c).

(d) *Date of incurrence of costs* (§ 18-7.5030). See instructions set forth in § 18-7.251-4(d).

(e) *Notice of delay* (§ 18-7.5031). See instructions set forth in § 18-7.251-4(e).

(f) *Program progress reports* (§ 18-7.5028). See instructions set forth in § 18-7.251-4(f).

(g) *Contractor's independent research program* (§ 18-7.5033). See instructions set forth in § 18-7.251-4(g).

Subpart 18-7.50—Specific Contract Clauses

§ 18-7.5001 Soviet-controlled areas clause.

SOVIET-CONTROLLED AREAS

(a) The Contractor shall not acquire for use in the performance of this contract any supplies or services originating from sources within Soviet-controlled areas, as listed in the Schedule of this contract, or from Hong Kong or Macao, without the written approval of the Contracting Officer.

(b) The Contractor agrees to insert the provisions of this clause, including the Soviet-controlled areas listed in the Schedule and this subparagraph (b), in all subcontracts hereunder.

§ 18-7.5002 Data clause.

DATA

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Government pur-

poses to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all Subject Data now or hereafter covered by copyright: *Provided*, That with respect to the Subject Data now or hereafter covered by copyright and not originated in the performance of this contract, such license shall be only to the extent that the Contractor, his employees, or any individual or concern specifically employed or assigned by the Contractor to originate and prepare such Data under this contract, now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(c) The Contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the Subject Data furnished under this contract, (i) of all invasions of the right of privacy contained therein and (ii) of all portions of such Data copied from work not composed or produced in the performance of this contract and not licensed under this clause.

(d) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Subject Data delivered under this contract.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Subject to the proviso of (b) above and unless otherwise limited below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all Subject Data delivered under this contract.

(g) Notwithstanding any provisions of this contract concerning inspection and acceptance, the Government shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of this contract on any piece of Subject Data furnished under this contract.

(h) Notwithstanding any Tables or Specifications included or incorporated in the contract by reference, "proprietary data" need not be furnished unless suitably identified in the Schedule of the contract as being required. For the purpose of this clause, "proprietary data" means data providing information concerning the details of a Contractor's secrets of manufacture, such as may be contained in but not limited to his manufacturing methods or processes, treatment and chemical composition of materials, plant layout and tooling, to the extent that such information is not disclosed by inspection or analysis of the product itself and to the extent that the Contractor has protected such information from unrestricted use by others.

§ 18-7.5003 Additional data provision.

Under the conditions specified in §§ 18-7.151-3(d) and 18-7.251-3(c), the following paragraph will be added to the clause set forth in § 18-7.5002:

(i) That portion of the Subject Data delivered under this contract which is identified in the Schedule as being subject to limitations shall not be released outside the Government, nor be duplicated, used, or disclosed in whole or in part for procurement or manufacturing purposes (other than for manufacture required in connection with repair or overhaul where an item is not procurable commercially so as to enable the timely performance of the overhaul or repair work: *Provided*, When Data is released by the Government to a Contractor for such purposes, the release shall be made subject to the limitations of this clause: *Provided*

further, Such Data shall not be used for manufacture or procurement of spare parts for stocks), without permission of the Contractor, if the following legend is marked on each piece of Data so limited either in its entirety or only partially as to its content:

Furnished under United States Government Contract No. _____ and only those portions thereof which are marked (for example, by circling, underscoring or otherwise) and indicated as being subject to this legend shall not be released outside the Government (except to foreign governments, subject to these same limitations), nor be disclosed, used, or duplicated, for procurement or manufacturing purposes, except as otherwise authorized by contract, without the permission of _____. This legend shall be marked on any reproduction hereof in whole or in part.

Provided, That such Data may be delivered to foreign governments as the national interest of the United States may require, subject to the limitations specified in this paragraph. The Contractor shall not impose limitations on the use of any piece of Data, or any portion thereof, which the Contractor has previously delivered to the Government without limitation.

§ 18-7.5004 Data requirements clause.

§ 18-7.5004-1 Basic clause.

DATA REQUIREMENTS

(a) To the extent that the following data is not elsewhere required to be furnished to the Government under this contract, the Contractor, upon written request of the Contracting Officer at any time during contract performance or within one year after final payment, shall furnish the following:

(i) A set of engineering drawings sufficient to enable manufacture of any equipment or items furnished under the contract (other than components or items of standard commercial design or items fabricated heretofore); or a set of flow sheets and engineering drawings sufficient to enable performance of any process developed under the contract. Such set or sets of drawings and flow sheets shall be reproducible copies incorporating all changes made in the equipment or process in the form in which it was delivered to the Government.

(ii) Any of the following data which is necessary to explain or to help Government technical personnel understand any equipment, items or process developed under the contract and furnished to the Government:

(i) A copy (which shall be a reproducible master if one is so requested) of drawings and other technical data used in or prepared in connection with the development, practice and testing of any process or processes required under the contract, or with the development, fabrication, and testing of prototype models of equipment or items (other than items of standard commercial design or items fabricated heretofore), if required under the contract.

(ii) A report of all studies made in planning the work, and in developing background research for the work, including citation references to all such background research, and a copy of all compilations, digests or analyses of such background research compiled in connection with the performance of this contract.

(iii) A copy (which shall be a reproducible master if one is so requested) of design studies, research notes, parameter and tolerance studies, drawings, including Contractor's identification of symbols and markings, specifications, test results and any other technical information used in any research, development, design, engineering, and testing required in the performance of this contract, including test equipment and related items, together with any information as to safety precautions which may be necessary

in connection with the manufacture, storage, or use of the equipment, material, or process, if any, in the event that an equipment, material, or process is the subject of research under this contract.

The Contractor shall not be required to furnish any background data which may be described in (ii) and (iii) above unless such data is essential and closely related to the contract work.

(b) All reports, data, and recorded information which are required to be furnished by the Contractor under this provision, as well as all other reports of a technical nature required to be furnished under this contract, are "Subject Data" within the meaning of the clause of the General Provisions of this contract entitled "Data."

(c) Nothing contained in this "Data Requirements" article shall require the Contractor to deliver any data, the delivery of which is excused by paragraph (h) of the clause of the General Provisions of this contract entitled "Data." If any of the data requested is in the public domain or copyrighted, it will be sufficient for the Contractor to identify the data and furnish a citation as to where it may be found.

(d) Any reproducible copies requested under this "Data Requirements" article shall be of a type and prepared in accordance with good commercial practice.

§ 18-7.5004-2 Additional provision for fixed price contracts.

When the clause in § 18-7.5004-1 is used in fixed price contracts, the following paragraph will be added:

(e) A request to furnish any of the data described in this "Data Requirements" article prior to final payment under this contract shall be considered a change under the "Changes" clause of this contract and an equitable adjustment may be made in the price for such data. If the request for such data is made during the one year period after final payment, the costs of furnishing such data shall be at the expense of the Government. Any adjustment of price prior to final payment, or any payment of expense after final payment, shall not include any amount for the value of the data, but shall be limited to the materials, direct labor, reasonable incidental expenses, allocable portion of overhead involved in the reproduction or preparation of the data, and a reasonable profit on the above.

§ 18-7.5005 Priorities, allocations and allotments clause.

PRIORITIES, ALLOCATIONS AND ALLOTMENTS

The Contractor agrees, in the procurement and use of materials required for the performance of this contract, to comply with the provisions of all applicable rules and regulations of the Business and Defense Services Administration, including Defense Materials System regulations.

§ 18-7.5006 Government-furnished property clause.

GOVERNMENT-FURNISHED PROPERTY

(a) The Government shall deliver to the Contractor at the specified time or times the property described in the Schedule or specifications, together with such related data and information as the Contractor may reasonably request. In the event the Government fails to make timely delivery of such Government-furnished property, and upon timely written request of the Contractor, the Government shall make an equitable adjustment of delivery or performance dates or contract price, or both, pursuant to the "Changes" clause of this contract.

(b) By notice in writing, the Contracting Officer may decrease the property furnished or to be furnished by the Government under this contract. In any such case, the Con-

tracting Officer, upon the written request of the Contractor, shall equitably adjust the delivery or performance dates or the contract price, or both, pursuant to the "Changes" clause of this contract.

(c) Title to all property furnished by the Government, hereinafter referred to as "Government-furnished property," shall remain in the Government. Title to Government-furnished property shall be unaffected by the incorporation or attachment thereof to any property not owned by the Government, nor shall Government-furnished property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty. Except as otherwise specifically provided in this contract, the Contractor (i) shall not pledge, assign, or transfer title to any Government-furnished property, nor do or suffer anything to be done whereby any Government-furnished property may be seized, taken in execution, attached, destroyed or injured, and (ii) shall not remove or otherwise part with possession of, or permit the use by others of any Government-furnished property.

(d) Unless otherwise provided in this contract, the Contractor, upon delivery to it of any Government-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract. In lieu of payment of damages to the Government, the Contractor, if so instructed by the Contracting Officer, shall accomplish, at its own expense, the repair or replacement of Government-furnished property for the loss or damage of which the Contractor is responsible herein.

(e) The Contractor shall maintain and administer, in accordance with sound industrial practice, a program for the maintenance, repair, protection and preservation of Government-furnished property.

(f) Government-furnished property shall, unless otherwise provided herein, be used only for the performance of this contract.

§ 18-7.5007 Additional allowable cost, fixed fee and payment provision.

The following provision will be added as paragraph (D) to paragraph (f) (ii) of the "Allowable Cost, Fixed Fee, and Payment" clause in NASA Forms 417 and 418 and to the "Allowable Cost and Payment" clause in NASA Form 419 under the conditions specified in § 18-7.251-2(d), 18-7.452-2(c), and 18-7.453-2(c):

(D) Claims for reimbursement of costs incurred in reproducing, preparing, and shipping data pursuant to a written request of the Contracting Officer to furnish data under the Article of the Schedule of this contract entitled "Data Requirements," when such written request occurs within the one-year period after final payment.

§ 18-7.5008 Progress payments short form labor and material clause.

PROGRESS PAYMENTS (SHORT FORM CLAUSE BASED ON BOTH DIRECT LABOR AND MATERIAL COSTS OR WHEN LIMITED TO EITHER LABOR OR MATERIAL)

Upon request of the Contractor, progress payments shall be made to the Contractor from time to time as work progresses, in amounts approved by the Contracting Officer, upon the following terms and conditions:

(a) *Computation of Amounts.* (1) Unless a smaller amount is requested, each progress payment shall be 85 percent of the Contractor's cumulative costs of direct labor performed and material acquired [strike out inapplicable language if limited to a single

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direct cost] for performance of this contract; less the sum of previous progress payments. In no event, however, may the amount of unliquidated progress payments exceed _____ percent of the total contract price of items and services not yet delivered, invoiced to and accepted by the Government; also, the aggregate amount of progress payments made may not exceed _____ percent of the total contract price. [These percentages shall be the same as in (b) below.]

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

(b) *Recovery of Progress Payments.* Except as otherwise provided in this contract, payments by the Government for materials delivered, invoiced to and accepted by the Government shall be reduced by _____ percent and the amount of the reduction applied against progress payments previously made until such time as the total of all progress payments has been liquidated. [The percentage to be inserted here and in (a)(1) above should be calculated as those in the following example: If the base for progress payments is 85 percent of the cost of direct labor and material and if estimated costs of direct labor and material are 70 percent of total estimated costs, liquidation would be at a rate not less than 59.5 percent (85×70) of the contract price or delivered items.]

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

(d) *Title to Material and Work.* When any progress payment is made under this contract, title to material acquired and work performed under this contract shall vest in the Government, and title to all like property thereafter acquired or produced by the Contractor and properly chargeable to this contract under generally accepted accounting practices shall vest in the Government. The Contractor shall repay to the Government an amount equal to that portion of the unliquidated progress payments allocable to material lost, stolen, destroyed or damaged. Upon completion of performance of all obligations of the Contractor under this contract, title to all property not delivered to and accepted by the Government under this contract and to which title had vested in the Government under this contract shall vest in the Contractor.

(e) *Records and Reports.* The Contractor shall maintain reasonable controls for proper administration of this clause and shall furnish such statements and information as may reasonably be requested by the Contracting Officer. The Government shall be afforded reasonable opportunity to examine the Contractor's books, records and accounts.

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

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

§ 18-7.5009 Progress payments short form total costs clause.

PROGRESS PAYMENTS (SHORT FORM "TOTAL COSTS" CLAUSE)

Upon request of the Contractor, progress payments shall be made to the Contractor from time to time as work progresses, in

amounts approved by the Contracting Officer upon the following terms and conditions:

(a) *Computation of Amounts.* (1) Unless a smaller amount is requested, each progress payment shall be 70 percent of the Contractor's cumulative total costs under this contract, less the sum of any previous progress payments. In no event, however, may the aggregate amount of progress payments made exceed 70 percent of the total contract price.

(2) The Contractor's costs must be reasonable, allocable to this contract, consistent with sound and generally accepted accounting principles, and may include depreciation or amortization allowance. Such costs shall exclude amounts for materials to which the Contractor has not acquired title.

(3) At no time shall unliquidated progress payments exceed 70 percent of the total contract price of the items and services not yet delivered and invoiced to and accepted by the Government.

(b) *Recovery of Progress Payments.* Except as otherwise provided in this contract, payments by the Government for materials delivered, invoiced and accepted shall be reduced by 70 percent of the contract price of such items and the amount of the reduction applied against progress payments previously made until such time as the total of all progress payments has been recovered.

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

(d) *Title to Material and Work.* When any progress payment is made under this contract, title to material acquired and work performed under this contract shall vest in the Government, and title to all like property thereafter acquired or produced by the contractor and properly chargeable to this contract under generally accepted accounting principles shall vest in the Government. The Contractor shall repay to the Government an amount equal to that portion of the unliquidated progress payment allocable to material lost, stolen, destroyed or damaged. Upon completion of performance of all obligations of the Contractor under this contract, title to all property not delivered to and accepted by the Government under this contract and to which title had vested in the Government under this contract shall vest in the Contractor.

(e) *Records and Reports.* The Contractor shall maintain reasonable controls for proper administration of this clause and shall furnish such statements and information as may reasonably be requested by the Contracting Officer. The Government shall be afforded reasonable opportunity to examine the Contractor's books, records and accounts.

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

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

§ 18-7.5010 Small business subcontracting clause.

NASA SMALL BUSINESS SUBCONTRACTING PROGRAM

(a) The Contractor agrees to establish and conduct a program to afford small business concerns equitable opportunity to compete for Government subcontracts within their

capabilities. In this connection, the Contractor shall—

(1) Designate a small business liaison officer, who will (i) maintain liaison with duly authorized representatives of the Government on small business matters, (ii) supervise compliance with the clause of this contract entitled "Utilization of Small Business Concerns" and (iii) administer the Contractor's Small Business Program.

(2) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate small business participation.

(3) Maintain records showing (i) whether each prospective subcontractor is a small business concern; and (ii) procedures which have been adopted to comply with the policies set forth in this clause.

(4) Include the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial small business subcontracting opportunities.

(5) Submit such information on subcontracting to small business as is called for on forms duly authorized by NASA.

(b) A "small business concern" generally is a concern that—

(1) Is independently owned and operated, is not dominant in its field of operations and, with its affiliates, employs fewer than 500 employees, or

(2) Is certified as a small business concern by the Small Business Administration.

(c) The Contractor further agrees to insert, in any subcontract hereunder which is in excess of \$1,000,000 and which contains the clause entitled "Utilization of Small Business Concerns," provisions which shall conform substantially to the language of this clause, including this paragraph (c).

§ 18-7.5011 Alterations in contract clause.

ALTERATIONS IN CONTRACT

The following alterations have been made in the General Provisions of this contract:

§ 18-7.5012 Liquidated damages clause.

LIQUIDATED DAMAGES

Paragraph (f) of the clause of this contract entitled "Default" is redesignated as paragraph (g), and the following is inserted as paragraph (f):

(f) (i) In the event the Government exercises its right of termination as provided in paragraph (a) above, the Contractor shall be liable to the Government for excess costs as provided in paragraph (b) above and, in addition, for liquidated damages, in the amount set forth elsewhere in this contract, as fixed, agreed, and liquidated damages for each calendar day of delay, until such time as the Government may reasonably obtain delivery or performance of similar supplies or services.

(ii) If the contract is not so terminated, notwithstanding delay as provided in paragraph (a) above, the Contractor shall continue performance and be liable to the Government for such liquidated damages for each calendar day of delay until the supplies or services are delivered or services performed.

(iii) The Contractor shall not be liable for liquidated damages for delays due to causes which would relieve him from liability for excess costs as provided in paragraph (c) of this clause.

§ 18-7.5013 Warranty clause.

WARRANTY

Notwithstanding the provisions of Clause 5 of these General Provisions, entitled "Inspection," the Contractor agrees that the articles delivered under this contract shall be covered by the same warranties as the Con-

tractor customarily offers in connection with the sale of these articles on the commercial market. In the event that differing warranties covering these articles are customarily offered to other purchasers by the Contractor, it is agreed that such warranties shall apply to this contract as are available to the Contractor's most-favored purchaser.

§ 18-7.5014 Warranty clause.

WARRANTY

Notwithstanding the provisions of Clause 5 of these General Provisions, entitled "Inspection," the Contractor agrees that the articles delivered under this contract shall be covered by the same warranties as the Contractor customarily offers in connection with the sale of these articles on the commercial market. In the event that differing warranties covering these articles are customarily offered to other purchasers by the Contractor, it is agreed that such warranties shall apply to this contract as are available to the Contractor's most-favored purchaser. In addition to any other obligations imposed upon the Contractor under any such warranties, and regardless of whether a similar right is customarily offered to other purchasers, the Contractor shall, if so required by the Government within a reasonable time after the giving of notice of defect in accordance with such warranties, correct or replace the defective or nonconforming article with all possible speed at Contractor's cost, including shipping costs, not exceeding usual charges, from the delivery point to the Contractor's plant and return.

§ 18-7.5015 Guaranty clause.

GUARANTY

Notwithstanding the provisions of Clause 5 of these General Provisions, entitled "Inspection," the Contractor guarantees that at the time of delivery thereof the articles provided for under this contract will be free from any defects in material or workmanship and will conform to the requirements of this contract. Notice of any such defect or nonconformance shall be given by the Government to the Contractor within 1 year of the delivery of the defective or nonconforming article. If required by the Government within a reasonable time after such notice, the Contractor shall with all possible speed correct or replace the defective or nonconforming article or part thereof. When such correction or replacement requires transportation of the article or part thereof, shipping costs, not exceeding usual charges, from the delivery point to the Contractor's plant and return, shall be borne by the Contractor; the Government shall bear all other shipping costs. This guaranty shall then continue as to corrected or replacing articles or, if only parts of such articles are corrected or replaced, to such corrected or replacing parts, until 1 year after date of redelivery. If the Government does not require correction or replacement of a defective or nonconforming article, the Contractor, if required by the Contracting Officer within a reasonable time after the notice of defect or nonconformance, shall repay such portion of the contract price of the article as is equitable in the circumstances.

§ 18-7.5016 Inspection clause.

INSPECTION

(a) All work under this contract shall be subject to inspection and test by the Government, to the extent practicable, at all times (including the period of performance) and places, and in any event prior to acceptance. The Government through any authorized representative may inspect the premises of the Contractor or any subcontractor engaged in the performance of this contract.

(b) The Government may reject any work that is defective or otherwise not in con-

formity with the requirements of this contract. If the Contractor fails or is unable to correct or to replace such work, the Contracting Officer may accept such work at a reduction in price which is equitable under the circumstances. Failure to agree on the reduction in price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide, without additional charge, all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If the Government inspection or test is made at a point other than the premises of the Contractor or subcontractor, it shall be at the expense of the Government. All inspections and tests by the Government shall be performed in such a manner as not unduly to delay the work. Final inspection and acceptance or rejection of the work shall be made as promptly as practicable after delivery except as otherwise provided in this contract; but failure to inspect and accept, or reject the work shall neither relieve the Contractor from responsibility for such of the work as is not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any work shall relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

§ 18-7.5017 Approval of contract provision.

APPROVAL OF CONTRACT

This contract shall be subject to the written approval of the Director, Procurement and Supply Division, NASA Headquarters, or his duly authorized representative, and shall not be binding until so approved.

§ 18-7.5018 Subcontracting provisions.

SUBCONTRACTS

(a) The Contractor shall give specific advance notification to the Contracting Officer of any proposed subcontract hereunder which (1) is on a cost or cost-plus-a-fixed-fee basis, or (2) is on a fixed-price basis exceeding in dollar amount either \$25,000 or five percent (5%) of the total amount of this contract.

(b) The Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which (1) is on a cost or cost-plus-a-fixed-fee basis, or (2) is on a fixed-price basis exceeding in dollar amount either \$25,000 or five percent (5%) of the total amount of this contract, or (3) provides for the fabrication, purchase, rental, installation or other acquisition, of any item of industrial facilities, or of special tooling having a value in excess of \$1,000, or (4) is on a time-and-material or labor-hour basis. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph (b).

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

(d) The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a determination of the acceptability of the subcontract price, unless such approval specifically provides that it constitutes a determination of the acceptability of the subcontract price.

(e) The Contracting Officer may approve all or any part of the Contractor's purchasing system and from time to time rescind or reinstate such approval. Such approval shall be deemed to fulfill the requirements for obtaining the Contracting Officer's consent to subcontracts as prescribed in paragraph (b) above.

§ 18-7.5019 Patent indemnity clause.

PATENT INDEMNITY

If the amount of this contract is in excess of \$5,000, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs for infringement of United States letters patent

(Here designate the specific patent or patents)

The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply if: (i) the infringement results from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor; or (ii) the infringement results from the addition to, or change in, the supplies furnished or construction work performed, which addition or change was made subsequent to delivery or performance by the Contractor; or (iii) the claimed infringement is settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

§ 18-5020 Limitation of Government's obligation clause.

LIMITATION OF GOVERNMENT'S OBLIGATION

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

(b) The sum presently available for payment and allotted to this contract, the items covered thereby and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is anticipated that from time to time additional funds will be allotted to this contract up to the full estimated cost, including any fixed fee. When additional funds are allotted from time to time for continued performance of the work, the parties shall agree as to the applicable estimated period of contract performance which shall be covered by such funds and the contract schedule amended accordingly. The Contractor agrees to perform or have performed work on this contract up to the point at

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which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to any settlement including cost and fixed fee under paragraph (e) of such clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to this contract. The Contractor shall not be obligated to continue performance of the work beyond such point.

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

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

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

(f) The Government may at any time prior to termination allot additional funds for this contract, and, with the consent of the Con-

tractor, after notice of termination, may rescind such termination in whole or in part, and allot additional funds for this contract.

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

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

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

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

§ 18-7.5021 Deviation from property rights and invention clause.

In paragraph (g) (ii) (C) (2) of the "Property Rights and Invention" clause, after the parenthetical expression which reads:

(and to its existing and future associated and affiliated companies, if any, within the corporate structure of which the Contractor is a part).

insert the following:

* * * and subject also to the obligation, if any, of Contractor under all terms and conditions set forth in that agreement known as the Cross-License Agreement of the Manufacturers Aircraft Association, Inc. in effect as of December 31, 1928 as supplemented by the agreement of September 30, 1935." * * *

§ 18-7.5022 Revision to allowable cost, fixed fee and payment clause.

Under the conditions specified in §§ 18-7.251-2(d) and 18-7.453-2(c), paragraph (c) of the clause entitled "Allowable Cost, Fixed Fee, and Payment" will be deleted and the following substituted therefor:

(c) (1) As promptly as may be practicable after the receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract, and subject to the provisions of paragraph (d) below, make payment thereon, as approved by the Contracting Officer to the extent of:

(i) 100 percent of such approved costs representing progress payments to subcontractors under fixed price type subcontracts: *Provided*, That such payments by the Government to the Contractor shall not exceed 70 percent of the costs incurred by such subcontractors:

(ii) 100 percent of such approved costs representing cost-reimbursement to subcontractors under cost reimbursement type subcontracts: *Provided*, That for cost reimbursement type subcontracts not covered by the exceptions listed in paragraph 3-404.3 (d) (2) of the Armed Services Procurement Regulation, as in effect on the date of this contract, such payments by the Government shall not exceed 80 percent of the costs incurred by such subcontractors; and

(iii) 80 percent of all other such approved costs.

The cumulative amount of such invoices or vouchers from time to time approved

but not paid pursuant to the foregoing provisions (regardless of whether they are paid under the next sentence hereof) shall constitute a gross withheld payments amount. Upon acceptance and delivery of articles called for by item _____ of this contract, the Government shall pay to the Contractor an amount which, when added to any amounts previously paid under this sentence, shall be the same percentage of the gross withheld payments amount as the cumulative numbers of articles accepted and delivered under item _____ of this contract is of the total number of articles called for by such item.

(2) Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule: *Provided, however*, That after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(3) The total of the amounts which may be withheld at any one time under both (c) (1) and (c) (2) above shall not exceed the greatest amount which may then be withheld under either (c) (1) or (c) (2), whichever permits the greater withholding at that time.

(4) In the event of complete termination of the work remaining to be performed under this contract or in the event of cessation of performance pursuant to the clause of this contract entitled "Limitation of Cost," the Government shall, subject to the provisions of paragraph (d) below, pay the balance of the gross withheld payments amount to the Contractor within sixty (60) days from the effective date of termination or date of written notice to the Government that performance has been discontinued pursuant to the clause entitled "Limitation of Cost," as the case may be.

§ 18-7.5023 Revision to records clause.

Under the conditions specified in §§ 18-251-2(f), 18-7.452-2(f), and 18-7.453-2(f), subparagraphs (a) (4) and (5) of the clause entitled "Records" will be deleted and the following substituted therefor:

(4) Except for documentary evidence delivered to the Government pursuant to subparagraph (3) above, the Contractor shall preserve and make available its records for a period of three years (unless a longer period of time is provided by applicable statute or by any other clause in this contract) from the date of the voucher or invoice submitted by the Contractor after the completion of work performed during any separate period of performance established by this contract or by any amendment or supplemental agreement, without regard to former or subsequent periods of performance: *Provided, however*, That records which relate to (A) appeals under the clause of this contract entitled "Disputes," (B) litigation or the settlement of claims arising out of the performance of this contract, or (C) costs or expenses of the contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall be retained by the Contractor until such appeals, litigation, claims, or exceptions have been disposed of, but in no event for less than the three-year period mentioned above: *And provided further*, That if the Contractor plans to destroy any records sooner than three years after the date of the voucher or invoice to be submitted after the completion of the work performed during the total of the periods of performance established by this contract and all amendments and supplemental agreements thereto, which voucher or invoice shall be designated "completion voucher" or "com-

pletion invoice," it shall give written notice to the Contracting Officer and to the Comptroller General of the United States, specifying any records which it plans to destroy after the expiration of 90 days from the receipt of such notice, and shall retain any records which either the Contracting Officer or the Comptroller General, by written notice within 90 days after receipt of the Contractor's notice, requires to be retained for a further specified period of time.

(5) Except for documentary evidence delivered pursuant to subparagraph (3) above, and the records described in the first proviso of subparagraph (4) above, the Contractor may in fulfillment of its obligation to retain its records as required by this clause substitute photographs, microphotographs or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate unless a shorter period is authorized by the Contracting Officer with the concurrence of the Comptroller General or his duly authorized representative.

§ 18-7.5024 Payment of royalties clause.

PAYMENT OF ROYALTIES

Payments by the Contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of Allowable Cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the Contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity or scope of, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents, provided, however, that the approval of the Contracting Officer shall not be required for the payment of royalties pursuant to the terms of licenses issued under patents awarded compensation in accordance with that agreement known as the Cross-Licensing Agreement of the Manufacturers Aircraft Association, Inc., in effect as of December 31, 1928 as supplemented by the Agreement of September 30, 1935.

§ 18-7.5025 Payment of fixed fee clause.

PAYMENT OF FIXED FEE

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

§ 18-7.5026 Estimated cost and fixed fee clause.

ESTIMATED COST AND FIXED FEE

The estimated cost of this contract is \$_____, exclusive of the fixed fee of \$_____. The total of estimated cost and fixed fee is \$_____.

§ 18-7.5027 Materials reports clause.

MATERIALS REPORTS

The Contractor shall furnish to the Contracting Officer, within 30 days after the end of each six-month period of the contract and within 60 days after the completion of the work for the final period of the contract, a separate technical report, prepared in the form of a reproducible master copy suitable for reproduction by multilith, describing in summary form those tests, experiments, developments, studies, and other efforts of the Contractor relating to materials and their processing for use in fulfilling the technical requirements of this contract, which are either conducted or planned during the six-month or final period of this contract to be

covered by the report. Such technical report shall include not only positive results, but also negative results, i.e., discarded efforts, unsuccessful tests, experiments, or developments. If no such tests, experiments, developments, studies, or other efforts are conducted or planned during any six-month or final period, the Contractor shall so notify the Contracting Officer in writing in lieu of furnishing the technical report.

§ 18-7.5028 Program progress reports clause.

PROGRAM PROGRESS REPORTS

(a) The Contractor shall, within ninety (90) days after receipt of a duly executed copy of this contract, submit to the Contracting Officer copies of its Master Summary Schedule to include (i) its planned manpower build-up requirements for performance of this contract, and (ii) a summary of its planned program, with starting and completing dates, as applicable, for accomplishing the pertinent planning, research, development, test, production, operation, delivery, or other milestones representing the significant actions or steps required to accomplish program objectives. Any material change in the foregoing areas shall be reported to the Contracting Officer by revision to the information called for herein.

(b) On specific milestones designated by the NASA Project Manager, the Contractor shall report program progress biweekly on NASA Form 491, in conformity with the instructions printed on the Form.

§ 18-7.5029 Reports of work clause.

REPORTS OF WORK

(a) *Monthly progress reports.* The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, and brief and informal in content. Monthly reports shall include:

(1) A quantitative description of over-all progress;

(2) An indication of any current problems which may impede performance, and proposed corrective action; and

(3) A discussion of the work to be performed during the next monthly reporting period.

Monthly reports shall be submitted in ---- copies, plus a reproducible copy.

(b) *Quarterly progress reports.* The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract work. Sufficient diagrams, sketches, curves, photographs and drawings shall be included to convey the intended meaning. Quarterly reports shall be submitted in ---- copies, plus a reproducible copy.

(c) *Final report.* The Contractor shall submit a final report which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, drafts, diagrams, curves, sketches, photographs and drawings in sufficient detail to comprehensively explain the results achieved under the contract. The final report shall be submitted in ---- copies, plus a reproducible copy.

§ 18-7.5030 Date of incurrence of costs clause.

DATE OF INCURRENCE OF COSTS

The Contractor shall be entitled to reimbursement for costs incurred on or after ----

which, if incurred after this contract had been entered into, would have been reimbursable under the provisions of this contract.

§ 18-7.5031 Notice of delay clause.

NOTICE OF DELAY

If the Contractor becomes unable to complete the contract work at the time specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefor. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer.

§ 18-7.5032 Federal, State and local taxes clause.

FEDERAL, STATE AND LOCAL TAXES

Except as otherwise provided in this contract, Federal, State and local taxes (other than (1) Federal taxes on income and excess profits, (ii) taxes in connection with financing, refinancing, or refunding operations, and (iii) Federal excise taxes from which exemption is obtainable under section 4220 of the Internal Revenue Code of 1954 or for which a credit is obtainable under section 6416(c) thereof) paid by the Contractor or any cost or cost-plus-a-fixed-fee subcontractor hereunder (provided that there was no fixed-price subcontractor intervening between such subcontractor and the Contractor) and incident to the performance of this contract shall constitute items of allowable cost under this contract or such cost or cost-plus-a-fixed-fee subcontract if (i) the Contractor has requested NASA to furnish tax exemption certificates or other similar evidence of exemption for use by the Contractor and such cost or cost-plus-a-fixed-fee subcontractor in obtaining exemption from such Federal, State or local taxes and (ii) NASA has notified the Contractor that it will not furnish such evidence of exemption. Payments of taxes for which evidence of exemption has been furnished hereunder shall constitute items of Allowable Cost under this contract (i) if the Federal taxing authorities have refused to recognize such evidence of exemption or (ii) if the State or local taxing authorities have refused to recognize such evidence of exemption and the Contractor has notified the Contracting Officer of such refusal and has taken such steps as may have been requested by the Government to cause such taxes to be paid in such manner as to preserve all rights to refund thereof, to preserve and to cause to be assigned to the Government any and all rights to any refund of such taxes, to permit the Government to prosecute any claim, litigation or proceeding in the name of the Contractor, and to furnish to the Government all reasonable assistance and cooperation requested by the Government in the prosecution of any such claim, litigation or proceeding for the recovery of such taxes.

§ 18-7.5033 Contractor's independent research programs clause.

CONTRACTOR'S INDEPENDENT RESEARCH PROGRAMS

Any invention made in the performance of any work by the Contractor under the Contractor's own product improvement program or the Contractor's independent research program, even though supported by an allowance of costs for such program as a part of the overhead costs hereof, will not be subject to the "Property Rights in Inventions" clause of this contract unless said work is

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identified in writing as being required in the performance of this contract.

ALBERT F. SIEPERT,
Director of Business Administration.

[F.R. Doc. 61-393; Filed, Jan. 17, 1961;
8:49 a.m.]

Title 47—TELECOMMUNICATION

[Docket No. 12509; FCC 61-56]

Chapter I—Federal Communications Commission

PART 1—PRACTICE AND PROCEDURE

Miscellaneous Amendments

1. The Commission has under consideration its notice of proposed rule making (FCC 58-619) issued in this proceeding on June 30, 1958, proposing to amend §§ 1.311, 1.312, and 1.363 of the Commission's rules to provide that whenever consideration (including an agreement for consolidation of interests) is paid or promised in connection with the default, dismissal or amendment of a broadcast application in hearing status, the applications of all parties to the agreement will be dismissed with prejudice.

2. Comments in response to the Commission's notice of proposed rule making have been filed by the Federal Communications Bar Association (FCBA); Harry J. Daley and Lenore G. Ehrig, Attorneys (Daley & Ehrig); Radio Orange County, Inc. (Radio Orange); American Broadcasting-Paramount Theatres, Inc. (ABC); the law firm of Pierson, Ball and Dowd (Pierson); and joint comments filed by KTAG Associates, Supreme Broadcasting Company, Inc., Tampa Telecasters, Inc., Telecasting, Inc., Television Broadcasters, Inc., Tele-Views News Company, Inc., and WJPB-TV, Inc. (KTAG Group).

3. On September 13, 1960, the President signed Public Law No. 86-752, 86th Congress, 2d Session, which, *inter alia*, amends the Communications Act by adding a new subsection providing:

SEC. 311.

* * * * *

(c) (1) If there are pending before the Commission two or more applications for a permit for construction of a broadcasting station, only one of which can be granted, it shall be unlawful, without approval of the Commission, for the applicants or any of them to effectuate an agreement whereby one or more of such applicants withdraws his or their application or applications.

(2) The request for Commission approval in any such case shall be made in writing jointly by all the parties to the agreement. Such request shall contain or be accompanied by full information with respect to the agreement, set forth in such detail, form, and manner as the Commission shall by rule require.

(3) The Commission shall approve the agreement only if it determines that the agreement is consistent with the public interest, convenience, or necessity. If the agreement does not contemplate a merger, but contemplates the making of any direct or indirect payment to any party thereto in consideration of his withdrawal of his application, the Commission may determine the agreement to be consistent with the public interest, convenience, or necessity only if the

amount or value of such payment, as determined by the Commission, is not in excess of the aggregate amount determined by the Commission to have been legitimately and prudently expended and to be expended by such applicant in connection with preparing, filing, and advocating the granting of his application.

(4) For the purposes of this subsection an application shall be deemed to be "pending" before the Commission from the time such application is filed with the Commission until an order of the Commission granting or denying it is no longer subject to rehearing by the Commission or to review by any court.

4. The new provisions of the Act indicate Congressional concern with the possible abuses which may stem from agreements designed to eliminate conflicts between applicants for broadcast facilities. It is clearly the Congressional intent that the Commission examine such agreements on a case-by-case basis to determine whether or not their effectuation would serve the public interest.

5. We are therefore adopting rules which are designed (a) to insure that the Commission is apprised of all agreements between applicants whereby it is proposed to remove a conflict between mutually exclusive applications for broadcast facilities, and (b) to elicit full information concerning any such agreements, so as to enable the Commission to determine whether their effectuation would serve the public interest. Specifically, we are adopting a new section of the rules (§ 1.316)¹ which will require that:

(a) Applicants entering into an agreement which would result in removing a conflict between two or more pending² applications for a broadcast facility must file with the Commission a joint request for approval of such agreement. Each applicant party to the agreement shall also file an affidavit setting forth full factual details concerning the agreement and any consideration which has been paid or promised in connection therewith; and

(b) In those cases where a joint request for approval of an agreement has not been filed:

(1) Any applicant for broadcast facilities seeking to amend or dismiss a pending application must file an affidavit as to whether or not he has received or been promised consideration where the effect of the amendment or dismissal would be to remove a conflict with another application.

(2) Any applicant in a hearing concerning whose application a conflict would be removed by the requested

amendment or dismissal of another application, or by dismissal of another application for failure to prosecute, must file an affidavit stating whether or not he has paid or promised to pay consideration for such amendment or dismissal.

6. In addition, § 1.316 retains the existing requirements of the rules that, after designation for hearing, an applicant seeking to amend an application, the granting of which would permit a grant of the amended application, or seeking to dismiss an application without prejudice, must, regardless of whether the amendment or dismissal would remove a conflict with another application, file an affidavit stating whether or not he has received or been promised consideration. Retention of those requirements is considered desirable since the payment of consideration in such circumstances may raise serious public interest considerations despite the fact that conflicting applications are not involved.

7. We are of the opinion that in cases of agreements resolving conflicts while applications are in hearing status, the initial consideration of such agreements should be made by the Chief Hearing Examiner, who will be in a position to adduce such further evidence as may be necessary to determine whether they are consistent with the public interest. We are therefore amending § 1.363 of the rules to provide for such initial consideration of compromise agreements by the Chief Hearing Examiner.

8. The amended § 1.363 also provides that where further hearing is not required on other issues the Chief Hearing Examiner will prepare an opinion terminating the proceeding, setting forth his ruling on the agreement and making appropriate disposition of all applications. We believe such a procedure will expedite the disposition of such cases, and is consistent with the requirement of section 409(b) of the Act that the officer conducting an adjudicatory hearing shall prepare and file an initial decision. This procedure will apply only when it is evident that approval of the agreement will render moot the issues specified by the Commission for the hearing examiner to determine. Moreover, the question of whether an agreement between the parties meets the requirements of section 311(c) of the Act would not be within the scope of the issues originally specified, and we are specifically delegating to the Chief Hearing Examiner the authority to determine that question. In addition, we are specifically delegating to the Chief Examiner the authority to terminate the proceeding and to make appropriate disposition of all applications. (The Commission is today adopting an Order delegating this authority to the Chief Hearing Examiner.)

However, if further hearing on other issues is required, the Chief Hearing Examiner will prepare a Memorandum Opinion limited to setting forth his ruling on the agreement. In any case, the ruling of the Chief Hearing Examiner will become final unless one of the parties takes an appeal to the Commission or the Commission reviews the ruling on its own motion. To avoid

¹ We are deleting the affidavit requirements in § 1.311 and § 1.312, and making cross-references in those sections to the new § 1.316.

² As specified in the section 311(c)(4) of the Act, an application shall be deemed to be "pending" before the Commission from the time such application is filed until an order of the Commission granting or denying it is no longer subject to rehearing by the Commission or to review by any court. Therefore, if an unsuccessful applicant takes an appeal to court and the parties then reach an agreement to resolve their conflict, they would have to obtain Commission approval of the agreement prior to effectuating it, e.g., by petitioning the court to dismiss the appeal.

undue delay, the rules provide that where further hearing is required on issues unrelated to the agreement, the hearing will continue on such other issues before the hearing examiner designated while the agreement is being reviewed. However, the hearing examiner is directed not to close the record until final action is taken on the agreement.

9. The amended § 1.363 also takes specific note of those cases where a conflict between applications would be removed by an agreement to file an engineering amendment to an application. Where such an agreement is approved and the amendment is accepted, the new rule specifically provides that the amended application will be removed from hearing status and returned to the processing line. This is in accord with past Commission procedure in such cases.

10. We are of the opinion that the rules we are now promulgating will provide the Commission with the information needed to determine whether agreements between parties which resolve conflicts will, in fact, serve the public interest. In particular, we believe the rules will be of significant assistance in curbing so-called "strike applications" and other abuses of the Commission's processes. We have also considered the various other proposals and suggestions advanced by the parties in this proceeding and have concluded that the public interest would not be served by their adoption at this time. However, we shall continue to review the operation of the rules we are adopting, as well as the possible need for additional rules to curb abuses not within the scope of these rules.

11. In view of the foregoing: *It is ordered*, Pursuant to the authority of sections 4(i), 303(r), 308 and 311(c) of the Communications Act of 1934, as amended, that effective February 20, 1961, Part 1 of the Commission's rules and regulations is amended as set forth below.

(Sec. 4, 48 Stat. 1066, as amended, 47 U.S.C. 154. Interprets or applies secs. 303, 308, 311, 48 Stat. 1082, 1083, 1086; 47 U.S.C. 303, 308, 311.)

Adopted: January 11, 1961.

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

1. Section 1.311 of the Commission's rules is amended to read as follows:

§ 1.311 Amendment of applications.

(a) Subject to the provisions of §§ 1.316 and 1.359, any application may be amended as a matter of right prior to the adoption date of an order designating such application for hearing, merely by filing the appropriate number of copies of the amendments in question duly executed in accordance with § 1.303. However, see § 1.354(h) for the effect of certain amendments to standard broadcast applications.

(b) Requests to amend an application after it has been designated for hearing

will be considered only upon written petition properly served upon the parties of record in accordance with § 1.56 and, where applicable, compliance with the provisions of § 1.316, and will be granted only for good cause shown. In the case of requests to amend the engineering proposal in standard broadcast applications (other than to make changes with respect to the type of equipment specified), good cause will be considered to have been shown only if, in addition to the usual good cause considerations, it is demonstrated that (1) the amendment is necessitated by events which the applicant could not reasonably have foreseen (e.g., notification of a new foreign station or loss of transmitter site by condemnation); (2) the amendment could not reasonably have been made prior to designation for hearing; and (3) the amendment does not require an enlargement of issues or the addition of new parties to the proceeding.

(c) Notwithstanding the provisions of paragraph (b) of this section, and subject to compliance with the provisions of § 1.316, a petition for leave to amend may be granted provided it is requested that the application as amended be removed from the hearing docket and returned to the processing line. See § 1.354(g).

2. Section 1.312 is amended to read as follows:

§ 1.312 Dismissal of applications.

(a) Subject to the provisions of § 1.316, any application may, upon request of the applicant, be dismissed without prejudice as a matter of right prior to the designation of such application for hearing. An applicant's request for the return of an application that has been accepted for filing will be regarded as a request for dismissal.

(b) Failure to prosecute an application, or failure to respond to official correspondence or request for additional information, will be cause for dismissal. Subject to the provisions of § 1.316, such dismissal will be without prejudice where an application has not yet been designated for hearing, but may be made with prejudice after designation for hearing.

(c) Requests to dismiss an application without prejudice after it has been designated for hearing will be considered only upon written petition properly served upon all parties of record and, where applicable, compliance with the provisions of § 1.316, and will be granted only for good cause shown.

3. New § 1.316 is added as follows:

§ 1.316 Agreements between parties for amendment or dismissal of, or failure to prosecute broadcast applications.

(a) Whenever applicants for a construction permit for a broadcast station enter into an agreement to procure the removal of a conflict between applications pending before the Commission by withdrawal or amendment of an application or by its dismissal pursuant to § 1.312, all parties thereto shall, within five days after entering into the agreement, file with the Commission a joint request for approval of such agreement. The joint request shall be accompanied

by a copy of the agreement and an affidavit of each party to the agreement setting forth in full all relevant facts including, but not limited to: (1) The exact nature of any consideration (including an agreement for merger of interests) promised or paid; (2) information as to who initiated the negotiations; (3) summary of the history of the negotiations; (4) the reasons why it is considered that the arrangement is in the public interest; and (5) a statement fully explaining and justifying any consideration paid or promised. The affidavit of any applicant to whom consideration is paid or promised shall, in addition, include an itemized accounting of the expenses incurred in connection with preparing, filing and advocating his application, and such factual information as the parties rely upon for the requisite showing that such reported expenses represent legitimate and prudent outlays. No such agreement between applicants shall become effective or be carried out unless and until the Commission has approved it, or until the time for Commission review of the agreement has expired.

(b) (1) Except where a joint request is filed pursuant to paragraph (a) of this section, any applicant filing (i) an amendment pursuant to § 1.311(a) or a request for dismissal pursuant to § 1.312(a) which would remove a conflict with another pending application; (ii) a petition for leave to amend pursuant to § 1.311(b) or § 1.311(c) which would permit a grant of the amended application or an application theretofore in conflict with the amended application; or (iii) a request for dismissal pursuant to § 1.312(c), shall file with it an affidavit as to whether or not consideration (including an agreement for merger of interests) has been promised to or received by such applicant, directly or indirectly, in connection with the amendment, petition or request. Upon the filing of a petition for leave to amend or to dismiss an application for broadcast facilities which has been designated for hearing or upon the dismissal of such application on the Commission's own motion pursuant to § 1.312(b), each applicant or party remaining in hearing, as to whom a conflict would be removed by the amendment or dismissal shall submit for inclusion in the record of that proceeding an affidavit stating whether or not he has directly or indirectly paid or promised consideration (including an agreement for merger of interests) in connection with the removal of such conflict.

(2) Where an affidavit filed pursuant to this paragraph states that consideration has been paid or promised, the affidavit shall set forth in full all relevant facts, including, but not limited to, the material listed in paragraph (a) of this section for inclusion in affidavits.

(c) (1) Affidavits filed pursuant to this section shall be executed by the applicant, permittee or licensee, if an individual; a partner having personal knowledge of the facts, if a partnership; or an officer having personal knowledge of the facts, if a corporation or association.

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(2) Requests and affidavits which relate to an application which has not been designated for hearing shall bear the file number of such application. If the affiant is also an applicant, the affidavit shall also bear the file number of affiant's pending application(s). Affidavits which relate to an application which is designated for hearing shall bear the file number of that application and the hearing docket number.

(d) For the purposes of this section an application shall be deemed to be "pending" before the Commission and a party shall be considered to have the status of an "applicant" from the time an application is filed with the Commission until an order of the Commission granting or denying it is no longer subject to rehearing by the Commission or to review by any court.

4. Delete paragraphs (b) and (c), redesignate paragraph (d) as paragraph (c), and add a new paragraph (b) to § 1.363, as follows:

§ 1.363 Retention of applications in hearing status after designation for hearing.

(b) Where any applicants for a broadcast facility file a request pursuant to § 1.316(a) for approval of an agreement to remove a conflict between their applications, the applications will be retained in hearing status and the Chief Hearing Examiner shall determine, after taking such further evidence as may be necessary, whether the agreement is consistent with the public interest, convenience, or necessity. The Chief Hearing Examiner shall prepare a Memorandum Opinion and Order setting forth his ruling on the Agreement and the reasons therefor.

(1) If further hearing is not required on issues other than those arising out of the agreement, the Chief Hearing Examiner should, in the Memorandum Opinion and Order, terminate the proceeding and make appropriate disposition of all applications.

(2) Any Memorandum Opinion and Order issued pursuant to this paragraph shall become final unless any of the parties takes an appeal to the Commission within 10 days after its public release or unless the Commission, by order issued within 20 days after the time for filing an appeal expires, provides that the Memorandum Opinion and Order shall not become final, and that it shall be further reviewed or considered by the Commission.

(3) Where further hearing is required on issues unrelated to the agreement, the hearing examiner shall continue to conduct the hearing on such other issues pending final action on the agreement, but the record in the proceeding shall not be closed until such final action on the agreement has been taken.

(4) In any case where a conflict between applications will be removed by an agreement for an engineering amendment to an application, the amended application shall be removed from hearing status upon final approval of the agreement and acceptance of the amendment.

[F.R. Doc. 61-398; Filed, Jan. 17, 1961; 8:50 a.m.]

[FCC 61-51]

PART 2—FREQUENCY ALLOCATIONS AND RADIO TREATY MATTERS; GENERAL RULES AND REGULATIONS

Table of Frequency Allocations

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 11th day of January 1961;

The Commission having under consideration § 2.104(a)(5) of its rules, and in particular that portion of the Table of Frequency Allocations pertaining to the band 10,000-10,500 Mc and footnote US127 to § 2.104(a)(5); and

It appearing that these provisions now limit the type of emission permitted in the band 10,000-10,500 Mc to CW only; and

It further appearing that the original intent of these provisions was merely to preclude pulsed emissions in this portion of the spectrum, and that the existing restriction is unduly severe; and

It further appearing that the amendment herein relieves a restriction, and hence that compliance with the effective date provisions of section 4(c) of the Administrative Procedure Act is unnecessary; and

It further appearing that the Commission has no reason to believe that any party has an interest in retaining the restriction, or that any party would submit comments to that effect if afforded an opportunity to do so; and hence that notice and public procedure are unnecessary; and

It further appearing that the amendments adopted herein are issued pursuant to authority contained in sections 4(i), 303(c), and 303(r) of the Communications Act of 1934, as amended;

It is ordered, That, effective January 23, 1961, § 2.104(a)(5) is amended as set forth below.

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interprets or applies sec. 303, 48 Stat. 1082, as amended; 47 U.S.C. 303)

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

Footnote US127 to the table of frequency allocations, § 2.104(a)(5) of the Commission's rules and regulations, is amended to read as indicated below:

§ 2.104 Frequency allocations.

(a) *Table of frequency allocations.*

* * *

(5) * * *

US127 In the band 10000-10500 Mc pulsed emissions are prohibited. The amateur service and non-Government radiolocation service, which shall not cause harmful interference to the Government radiolocation service, are the only non-Government services permitted in this band. The non-Government radiolocation service is limited to survey operations using transmitters with a power not to exceed one watt into the antenna.

[F.R. Doc. 61-399; Filed, Jan. 17, 1961; 8:51 a.m.]

[FCC 61-59]

PART 3—RADIO BROADCAST SERVICES

Ground Conductivities in Canada

At a session of the Federal Communications Commission held at its offices in Washington, D.C. on the 11th day of January, 1961;

The Canadian Government has adopted a revised map of ground conductivity for Canada to be effective January 1, 1961 and to supersede Appendix H to the North American Regional Broadcasting Agreement. By mutual agreement between the Department of Transport and the Commission, this map will be used after January 1, 1961 for determinations with respect to transborder interference problems.

In view of the above, that portion of paragraph (c) of § 3.183 contained in the parenthesis will have to be amended and a new Note appended to this paragraph to reflect the adoption of the Canadian map of ground conductivities.

The amendment adopted herein pertains to a foreign affairs function of the United States and therefore prior publication of a notice of proposed rule making under section 4 of the Administrative Procedure Act is unnecessary and the amendment may become effective immediately.

This amendment is adopted pursuant to authority contained in sections 4(i) and 303(r) of the Communications Act of 1934, as amended.

In view of the foregoing: *It is ordered*, That effective January 1, 1961 paragraph (c) of § 3.183 is amended as follows:

In § 3.183(c) the text in parenthesis and the note following are amended. As amended, paragraph (c) reads as follows:

§ 3.183 Groundwave signals.

* * * * *

(c) In all cases where measurements taken in accordance with the requirements are not available, the groundwave intensity must be determined by means of the pertinent map of ground conductivity and the groundwave curves of field intensity versus distance. The conductivity of a given terrain may be determined by measurements of any broadcast signal traversing the terrain involved. Figure M3 of § 3.190 shows the conductivity throughout the United States by general areas of reasonably uniform conductivity. When it is clear that only one conductivity value is involved, Figure R3 of § 3.190, which is a replica of Figure M3 and contained in these standards, may be used; in all other situations Figure M3 must be employed. It is recognized that in areas of limited size or over a particular path, the conductivity may vary widely from the values given; therefore, these maps are to be used only when accurate and acceptable measurements have not been made. (For determinations of interference and service requiring a knowledge of ground conductivities in Mexico, Appendix H to the North American Regional Broadcasting Agreement, Washington, D.C., 1950, may be used, Simi-

larly, for values of ground conductivities in Canada, a map issued by the Telecommunications and Electronics Branch, Department of Transport, Ottawa, Ontario, entitled "Provisional Ground Conductivity Map" and dated June 1, 1960, may be used. Where different conductivities appear in the maps of two countries on opposite sides of the border, such differences are to be considered as real, even if they are not explained by geographical cleavages. A uniform ground conductivity of 10 milliohms per meter may be assumed for Cuba.

Note 1: Figure M3, which is incorporated in these Standards by reference, was derived by indicating ground conductivity values in the United States on the United States Albers equal area projection map (based on standard parallels $29\frac{1}{2}^{\circ}$ and $45\frac{1}{2}^{\circ}$; North American datum; scale 1/2,500,000). Figure M3, consisting of two sections, an eastern and a western half, may be obtained from the Superintendent of Documents, Washington, D.C.

Note 2: Copies of "Provisional Ground Conductivity Map" may be obtained by addressing the Director, Telecommunications and Electronics Branch, Department of Transport, Ottawa, Ontario, Canada. Single copies are priced at \$5.00 (one copy consists of two sheets). Remittance should be made by check or money order payable to the Receiver General of Canada.

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interprets or applies sec. 303, 48 Stat. 1082, as amended; 47 U.S.C. 303)

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-400; Filed, Jan. 17, 1961;
8:51 a.m.]

[FCC 61-49]

PART 4—EXPERIMENTAL, AUXILIARY, AND SPECIAL BROADCAST SERVICES

VHF Television Broadcast Repeater Facilities; Extension of Time for Filing Applications

At a session of the Commission at its offices in Washington, D.C., on the 11th day of January 1961;

The Commission has under consideration the provisions of § 4.790(d) of its rules, under which operators of VHF television repeater stations constructed on or before July 7, 1960, and temporarily authorized by the Commission to continue operation, must file an application on or before February 1, 1961, on FCC Form 346, for authority to replace or modify said VHF television repeater stations so as to conform to all the requirements set out in §§ 4.701 through 4.784 of Subpart G of Part 4 of the Commission's rules;

It appearing that, because of the problems in obtaining type accepted VHF translator equipment, many VHF repeater operators will not be able to file their applications on FCC Form 346 by February 1, 1961, and that therefore the public interest would be served by an extension of time within which such applications are to be filed; and

It further appearing that the amendment herein ordered is procedural in nature and effects a relaxation of the rules and, therefore, that compliance with the requirements of section 4 of the Administrative Procedure Act is not required; and

It further appearing that authority for the amendment adopted herein is contained in sections 303 (f) and (r) and 4(i) of the Communications Act of 1934, as amended;

It is ordered, That, effective January 23, 1961, § 4.790(d) of our rules is amended to read as follows:

§ 4.790 Special requirements for pre-existing VHF repeaters.

(d) An applicant for a temporary authorization under this section shall certify in his application that on or before April 1, 1961, he will file an application on FCC Form 346 for authority to replace or modify the facility for which temporary authorization is sought, so as to conform to all the requirements set out in §§ 4.701 through 4.784 with respect to television broadcast translators.

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interprets or applies sec. 303, 48 Stat. 1082, as amended; 47 U.S.C. 303)

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-401; Filed, Jan. 17, 1961;
8:51 a.m.]

Title 49—TRANSPORTATION

Chapter I—Interstate Commerce Commission

SUBCHAPTER B—CARRIERS BY MOTOR VEHICLES

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

[No. 32155]

Amortization of Intangibles

At a General Session of the Interstate Commerce Commission held at its office in Washington, D.C., on the fifth day of January A.D. 1961.

The Commission having under consideration a notice of proposed rule making, dated January 4, 1960, published in the FEDERAL REGISTER January 30, 1960 (25 F.R. 818) and the responses thereto relating to the practice of requiring amortization or immediate write-off of intangibles in the Commission's orders approving acquisitions under sections 5 and 212(b) of the Interstate Commerce Act:

It appearing that the practice of requiring amortization or write-off of intangibles as conditions to approvals of transactions under sections 5 and 212(b) of the Interstate Commerce Act has been discontinued and that the mandatory requirements to such effect contained in unexpired orders heretofore entered in

proceedings under those sections are no longer necessary or desirable;

It further appearing that the modifications of the regulations herein prescribed do not enlarge the accounting or other requirements and are permissive in nature, the notice of proposed rule making requirements of section 4 of the Administrative Procedure Act for good cause are deemed unnecessary;

It is ordered, That, effective as of January 1, 1960, amortization accruals and write-off of intangibles and the creation of related reserves shall be within the discretion of the carriers, except as provided in the modification of the regulations designated "Modification of Regulations Pertaining to Amortization of Intangibles" as set forth below.

It is further ordered, That, amortization accruals and write-off and related reserves created during the year 1960 which are eliminated or reversed pursuant to provisions of this order shall be adjusted by crediting the charges so eliminated or reversed to accounts 7500, Other Deductions, 8200, Extraordinary Income Charges, or 2948, Other Debits to Earned Surplus, depending on which account was charged when the accruals were recorded; with concurrent debit to accounts 2600, Reserve for Amortization—Carrier Operating Property, or 2630, Reserve for Adjustments—Investments and Advances, as appropriate.

It is further ordered, That outstanding unexpired orders in other proceedings are hereby modified to the extent they may be inconsistent with this order.

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

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

By the Commission.

[SEAL] HAROLD D. McCoy,
Secretary.

Modification of regulations pertaining to amortization of intangibles:

Part 182 is amended as follows: In § 182.01-29, *Amortization of intangibles*, designate the existing text (which was added by order issued May 16, 1960) as "(a)"; also, add the following new paragraph designated as "(b)":

(b) The amount retained in account 1550, Other Intangible Property, less the amortization reserve, pursuant to the provisions of the Commission's order dated January 5, 1961, applicable to intangibles initially required to be amortized or written-off under provisions of orders heretofore entered in proceedings under sections 5 and 212(b) of the Interstate Commerce Act, shall not exceed the fair value of the intangibles as of the time of acquisition. Fair value of in-

RULES AND REGULATIONS

tangibles, as herein used, acquired in purchase of a distinct operating unit means the amount by which total consideration paid exceeds fair market value of tangible property and other net assets (except intangibles), in conformity with the principles in § 182.01-20 as adopted April 1, 1960.

[F.R. Doc. 61-391; Filed, Jan. 17, 1961; 8:48 a.m.]

SUBCHAPTER C—CARRIERS BY WATER
PART 301—REPORTS

Inland and Coastal Waterways Annual Report Form K-A (Class A and Class B Carriers)

At a session of the Interstate Commerce Commission, Division 2, held at its office in Washington, D.C., on the 21st day of December A.D. 1960.

The matter of annual reports of Class A and B water carriers operating on inland and coastal waterways being under further consideration, and the changes to be made by this order being minor changes in the data to be furnished, rule-making procedures under section 4(a) of the Administrative Procedure Act, 5 U.S.C. 1003, being deemed unnecessary:

*It is ordered, That § 301.10 of the order of January 18, 1960, in the matter of *Inland and Coastal Waterways Annual Report Form K-A (Class A and Class B Carriers)*, be, and it is hereby, modified and amended, with respect to annual reports for the year ended December 31, 1960, and subsequent years, to read as shown below.*

It is further ordered, That § 301.10 be, and it is hereby, modified and amended to read as follows:

§ 301.10 Annual reports of Class A and B water carriers on inland and coastal waterways.

Commencing with the year ended December 31, 1960, and for subsequent years thereafter, until further order, all water carriers on inland and coastal waterways, subject to the provisions of section 313, Part III of the Interstate Commerce Act, and of Classes A and B, as described in § 126.2 of this chapter, viz., carriers with average annual operating revenues exceeding \$100,000, are required to file annual reports in accordance with *Inland and Coastal Waterways Annual Report Form K-A (Class A and Class B Water Carriers)*, which is attached to and made a part of this section.¹ Such annual report shall be filed in duplicate in the Bureau of Transport Economics and Statistics, Interstate Commerce Commission, Washington 25, D.C., on or before March 31 of the year following the year to which it relates.

(Sec. 304, 54 Stat. 933; 49 U.S.C. 904. Interpret or apply sec. 313, 54 Stat. 944, as amended; 49 U.S.C. 913.)

And it is further ordered, That copies of this order and of Annual Report Form K-A shall be served on all Class A and

Class B water carriers on inland and coastal waterways subject to its provisions, and upon every trustee, receiver, executor, administrator, or assignee of any such water carrier, and that notice of this order shall be given to the general public by depositing a copy in the office of the Secretary of the Commission in Washington, D.C., and by filing it with the Director, Office of the Federal Register.

By the Commission, Division 2.

[SEAL] HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 61-392; Filed, Jan. 17, 1961; 8:49 a.m.]

Title 50—WILDLIFE AND FISHERIES

Chapter I—Bureau of Sport Fisheries and Wildlife, Fish and Wildlife Service, Department of the Interior

SUBCHAPTER B—HUNTING AND POSSESSION OF WILDLIFE

PART 10—MIGRATORY BIRDS

Order Permitting Killing of Depredating Common Mergansers (American Mergansers) in, on, or Over Designated Lakes and Streams in Western Washington

Basis and purpose. It has been determined from investigations and observations made by the Bureau of Sport Fisheries and Wildlife and the Washington State Department of Game that serious depredations to trout populations in certain streams and lakes are occurring because of large numbers of common mergansers (American mergansers) present in western Washington. Because these depredations are so widespread in western Washington and cannot be considered as localized injury, it was further determined that these depredations can best be minimized or alleviated by permitting depredating common mergansers (American mergansers) to be killed and taken by shooting in any affected areas under specific conditions and restrictions. Accordingly, pursuant to authority contained in § 10.65, Code of Federal Regulations (25 F.R. 8404 and 8405), effective on the date of the publication in the *FEDERAL REGISTER*, it is ordered as follows:

1. (a) Common mergansers (American mergansers) may be killed by shooting only with a shotgun not larger than No. 10 gauge fired from the shoulder, during the daylight hours only, on or over the following lakes and streams in western Washington when committing or about to commit serious depredations upon trout populations:

CLARK COUNTY

La Camas Lake.

COWLITZ COUNTY

Silver Lake. Yale Reservoir.

ISLAND COUNTY

Cranberry Lake.

SNOHOMISH COUNTY

Bosworth Lake.	Martha Lake.
Crabapple Lake.	(Warm Beach).
Flowing Lake.	Roesiger Lake.
Goodwin Lake.	Serene Lake (Hwy.
Ki Lake.	99).
Loma Lake.	Shoecraft Lake.
Martha Lake.	Silver Lake.
(Alderwood	Storm Lake.
Manor).	Wagner Lake.

KING COUNTY

Ames Lake.	Pine Lake.
Beaver Lake.	Shadow Lake.
Desire Lake.	Shady Lake.
Joy Lake.	Steel Lake.
Meridian Lake.	Wilderness Lake.
Morton Lake.	Star Lake.
North Lake.	

PACIFIC COUNTY

Loomis Lake.

PIERCE COUNTY

Bay Lake.	Crescent Lake.
Clear Lake.	Spanaway Lake.
(Eatonville).	Tanwax Lake.

KITSAP COUNTY

Kitsap Lake.	Scout Lake.
Mission Lake.	Wildcat Lake.
Aldrich Lake.	Phillips Lake.
Benson Lake.	Spencer Lake.
Cady Lake.	Tiger Lake.
Clara Lake.	Trask Lake.
Haven Lake.	Twin Lake.
Isabella Lake.	U Lake.
Nahwatzel Lake.	Wooten Lake.
Panther Lake.	Lost Lake.

THURSTON COUNTY

Clear Lake.	Offut Lake.
(Bald Hills.)	McIntosh Lake.
Deep Lake.	Summit Lake.
Hicks Lake.	Ward Lake.
Lawrence Lake.	

WHATCOM COUNTY

Silver Lake.

SAN JUAN COUNTY

Hummel Lake.

SKAGIT COUNTY

Beaver Lake.	Hart Lake.
Cavanaugh Lake.	Pass Lake.
Clear Lake.	

STREAMS

Chehalis River.	Satsop River.
Cowlitz River.	Skagit River.
Dosewallips River.	Skokomish River.
Duckabush River.	Skykomish River.
Dungeness River.	Snohomish River.
Elochoman River.	Snoqualmie River.
Grays River.	Sol Duc River.
Green River.	Soos River.
Humptulips River.	Stillaguamish River.
Kalama River.	Tilton River.
Lewis River	Tolt River.
and forks.	Toutle River.
Newaukum River.	Washougal River.
Nisqually River.	Willapa River.
Nooksack River.	Wind River.
Puyallup River.	Wynoochee River.
Salmon River.	

(b) The authorization to kill mergansers, as contained in this order shall terminate on April 10, 1961: *Provided*, If prior to that date it is found that the emergency condition no longer exists, the killing of common mergansers

¹ Filed as part of original document.

(American mergansers) as permitted under this order will be terminated earlier by publication of an order of revocation in the **FEDERAL REGISTER**.

(c) Common mergansers (American mergansers) killed under the provisions of this order may be used for food and they may be donated to public museums or public scientific and educational institutions for exhibition, scientific or educational purposes, but they may not be sold, offered for sale, bartered, or shipped for purposes of sale or barter, or be wantonly wasted or destroyed: *Provided*, That any American mergansers which cannot be utilized for the purposes stated in this paragraph because of their unfitness for human consumption may be completely destroyed.

2. This order does not permit the killing of common mergansers (American mergansers) in violation of any State law or regulation. This order contemplates emergency measures designed to aid in relieving depredations and is not to be construed as a reopening or extension of any open hunting season prescribed by regulations promulgated under section 3 of the Migratory Bird Treaty Act (sec. 3, 40 Stat. 755, as amended, 16 U.S.C. 704).

Since immediate action is necessary to alleviate an emergency condition as described in the opening paragraph, notice and public procedure on this order are impracticable and may be waived under the exceptions provided in section 4(a) of the Administrative Proce-

dure Act of June 11, 1946. Since this order also relieves restrictions which otherwise would preclude the killing of common mergansers (American mergansers), the thirty-day advance publication requirement imposed by section 4(c) of the Administrative Procedure Act of June 11, 1946, may be waived under the exceptions provided in such section.

Issued at Washington, D.C., and dated January 16, 1961.

DANIEL H. JANZEN,
*Director, Bureau of
Sport Fisheries and Wildlife.*

[F.R. Doc. 61-435; Filed, Jan. 17, 1961;
8:53 a.m.]

Proposed Rule Making

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[26 CFR Part 1]

ACQUISITION MADE TO EVADE OR AVOID INCOME TAX

Notice of Hearing on Proposed Regulations

Proposed regulations under §§ 269 and 482 of the Code, relating to acquisitions made to evade or avoid income tax and allocation of income and deductions among taxpayers, were published in the **FEDERAL REGISTER** for December 10, 1960.

A public hearing on the provisions of these proposed regulations will be held on Wednesday, February 15, 1961, at 10:00 a.m., e.s.t., in Room 3313, Internal Revenue Building, Twelfth and Constitution Avenue NW., Washington 25, D.C.

Persons who plan to attend the hearing are requested to so notify the Commissioner of Internal Revenue, Attention: T:P, Washington 25, D.C., by February 10, 1961.

[SEAL] MAURICE LEWIS,
Director, Technical Planning
Division, Internal Revenue
Service.

[F.R. Doc. 61-397; Filed, Jan. 17, 1961;
8:50 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 1]

[Docket No. 13913; FCC 61-58]

AGREEMENT BETWEEN PARTIES FOR AMENDMENT OR DISMISSAL, OR FAILURE TO PROSECUTE BROAD- CAST APPLICATIONS

Notice of Proposed Rule Making

1. Notice is hereby given of proposed rule making in the above-captioned matter.

2. Effective September 13, 1960, section 311 of the Communications Act of 1934 was amended to provide, in pertinent part, that it is "unlawful, without approval of the Commission" for an applicant to effectuate an agreement whereby a mutually exclusive broadcast application is withdrawn; and that the Commission shall approve the agreement "only" if it is consistent with the public interest, convenience and necessity. The Commission has today adopted a Report and Order in Docket No. 12509 amending its rules to implement the new provision in section 311 of the Act.

3. However, when the agreement is for withdrawal of an application involving a determination of fair, efficient, and equitable distribution of radio service

pursuant to the provisions of section 307(b) of the Act, special public interest considerations obtain, and the Commission now proposes new amendments to the rules to deal specifically with such cases.

4. Congress has charged the Commission with the responsibility for making distribution of radio service, when there is a demand for same, on a fair, efficient, and equitable basis among the several states and communities. Accordingly, when there are applications for stations in several communities and only one can be granted, the Commission makes an assignment to the community in which there is shown to be the greatest need.

5. When the demand for service is artificially removed by payment for the withdrawal of such application, the public interest considerations of fair, efficient, and equitable distribution of service are ignored in favor of private gains by parties to the agreement. This obtains whether the payment is by another applicant, an existing station, or any other person; and whether the withdrawal is by way of "merging", dismissing or not prosecuting the application, or amending to specify a different community. "Arms length" bargaining is highly desirable in ordinary business transactions under the private enterprise system of our economy, but such bargaining must not be allowed to supersede or do violence to the processes for safeguarding and promoting the public interest. To permit such would be an abdication of our statutory responsibility.

6. Therefore, we would consider approval of an agreement for the withdrawal of the only application in a community in a section 307(b) case only after other persons have been afforded an opportunity to apply for a station on the same frequency, in the same community and with substantially the same engineering characteristics as the application to be withdrawn, and thus succeed to the demand for service which is proposed to be removed by the agreement between the parties. The proposed rules also provide that any party proposing to withdraw its application would be required to publish appropriate notice of the proposed withdrawal in the community in question.

7. In view of the foregoing, we are of the opinion that the public interest would be served by our promulgation of the proposed rule set forth below.

8. Pursuant to the applicable procedures set out in § 1.213 of the Commission rules, interested parties may file comments on or before February 20, 1961, and reply comments on or before March 7, 1961.

9. In accordance with the provisions of § 1.54 of the rules, the Commission shall be furnished with an original and 14 copies of all written comments filed herein.

10. In reaching its decision on the proposed rule, the Commission will not be limited to consideration of comments of record filed before March 7, 1961, but will take into account any relevant information in the files and records of the Commission, within the expertise of the staff and Commission, or obtained from other informed sources.

11. Authority for the adoption of the amendment proposed herein is contained in sections 4 (i) and (j), 303(r) and 311 (c) of the Communications Act of 1934, as amended.

Adopted: January 11, 1961.

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] BEN F. WAPLE,
Acting Secretary.

1. It is proposed to amend § 1.316 (as adopted in the Commission's Report and Order of January 11, 1961; FCC 61-56) by redesignating paragraphs (b), (c) and (d) as paragraphs (c), (d), and (e), and adding a new paragraph (b) as follows:

§ I.316 Agreement between parties for amendment or dismissal of, or failure to prosecute broadcast applications:

(b) (1) Whenever two or more conflicting applications for construction permits for broadcast stations pending before the Commission involve a determination of fair, efficient and equitable distribution of service pursuant to section 307(b) of the Communications Act, and an agreement is entered into to procure the withdrawal (by amendment to specify a different community or by dismissal pursuant to § 1.312) of the only application or applications seeking the same facilities for one of the communities involved, all parties thereto shall file the joint request and affidavits specified in paragraph (a) of this section, and the Commission will consider approval of the agreement only after opportunity has been afforded for other persons to apply for the facility specified in the application or applications to be withdrawn.

(2) Any party proposing to withdraw its application pursuant to such an agreement shall cause to be published a notice of such proposed withdrawal twice a week for the two weeks immediately following the filing of the joint request specified in paragraph (a) of this section, in a daily newspaper of general circulation published in the community in which it was proposed to locate the station, or, if there is no such daily newspaper published in the community, then in the daily newspaper having the greatest general circulation in the community. The notice shall set forth the name of the applicant, the location, frequency and power of the facilities proposed in the application; the location of the sta-

tion or stations proposed in the applications with which it is in conflict; the fact that the applicant proposes to withdraw the application; and the fact that the Commission will accept other applications for the facilities sought in the application to be withdrawn for a period of 30 days from the last date of publication of the notice, which date shall be set forth in each notice. Within 5 days of the last day of publication of the notice, the applicant proposing to withdraw shall file a statement in triplicate with the Commission, setting forth the dates on which the notice was published, the text of the notice and the newspaper in which the notice was published.

(3) No application of any party to the agreement will be acted upon by the Commission less than 30 days from the last day of publication of the notice specified in subparagraph (1) of this paragraph. Any applications for a broadcast station on the same frequency, in the same community and with substantially the same engineering characteristics as the application to be withdrawn, filed within that 30-day period will be entitled to consideration with the applications of the parties to the agreement and any other applications with which the applications of the parties to the agreement may be in conflict. If the application of any party to the agreement has been designated for hearing any such new applications filed will be entitled to consolidation in the proceeding.

[F.R. Doc. 61-402; Filed, Jan. 17, 1961; 8:51 a.m.]

[47 CFR Part 2]

[Docket No. 13912; FCC 61-52]

CERTAIN FREQUENCY ALLOCATIONS

Notice of Proposed Rule Making

1. Notice is hereby given of proposed rule making in the above-entitled matter.
2. Section 2.104(a)(5) of the Commission's rules, the Table of Frequency Allocations, now specifies "(CW emission only)" in column 9 for the band 10,500-10,550 Mc. Additionally, column 5 contains footnote indicator US1, the text of which states "Pulsed emissions prohibited." Taken together, these restrictions introduce a measure of both redundancy

and ambiguity and appear to be unduly restrictive.

3. The basic intent of the emission limitation in this band is to prohibit the use of pulsed emissions, which footnote US1 already accomplishes. Therefore, it is proposed to delete the entry "(CW emission only)" from column 9 of the table of frequency allocations in the 10,500-10,550 Mc band.

4. The proposed amendment to Part 2 of the rules, as set forth below, is issued pursuant to the authority contained in sections 303 (c), (f), and (r) of the Communications Act of 1934, as amended.

5. All interested persons are invited to file, on or before February 24, 1961, comments supporting or opposing the proposal set out in this Notice and in the Appendix hereto, or submitting any modifications or counterproposals the parties may wish to submit. Comments in reply thereto may be submitted on or before March 8, 1961. The Commission will consider all comments filed here-

under prior to taking final action in this matter provided that, notwithstanding the provisions of § 1.213 of the rules, the Commission will not be limited solely to the comments filed in this proceeding.

6. In accordance with the provisions of § 1.54 of the Commission's rules and regulations, the original and 14 copies of all statements, briefs, or comments filed shall be furnished the Commission.

Adopted: January 11, 1961.

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

Section 2.104(a)(5) of the Commission's rules and regulations is amended in the band 10,500-10,550 Mc to read as follows in columns 7 through 11:

§ 2.104 Frequency allocations.

(a) *Table of frequency allocations ****
(5) * * *

FEDERAL COMMUNICATIONS COMMISSION

Band (Mc)	Service	Class of station	Frequency	Nature of [stations.]	SERVICES
7	8	9	10	11	
*	*	*	*	*	*
10500- 10550	Radiolocation...	Radiolocation land, Radiolocation mobile.			RADIOLOCATION.

[F.R. Doc. 61-403; Filed, Jan. 17, 1961; 8:51 a.m.]

INTERSTATE COMMERCE COMMISSION

[49 CFR Part 25]

[No. 33581]

GENERAL ACCOUNTING REGULATIONS UNDER INTERSTATE COMMERCE ACT

Financial Statements To Be Consistent With Accounting Regulations

JANUARY 6, 1961.

Notice of proposed rule making dated September 16, 1960, in the above entitled

proceeding, was published in the FEDERAL REGISTER, issue of October 15, 1960, at page 9906, inviting interested parties to submit in writing, data, views and comments on or before November 15, 1960, and this time subsequently was extended to January 15, 1961. In response to requests from interested parties, the time for submitting data, written views, and comments is extended to and including March 15, 1961.

[SEAL] HAROLD D. McCoy,
Secretary.

[F.R. Doc. 61-390; Filed, Jan. 17, 1961;
8:48 a.m.]

Notices

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[Classification No. 4]

FAIRBANKS LAND DISTRICT

Small Tract Classification

JANUARY 10, 1961.

1. Pursuant to authority delegated to me by Bureau Order No. 541, dated April 21, 1954 (10 F.R. 2473), as amended, I hereby classify the following described public lands, totaling 113.69 acres at Fairbanks, Alaska, as suitable for lease and sale for recreational purposes under the Small Tract Act of June 1, 1938 (52 Stat. 609, 43 U.S.C. 682a), as amended:

FAIRBANKS AREA

T. 1 S., R. 1 W., F. M.,
Section 9: Lot 12 and SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Containing 72.64 acres.

U.S. Survey 3148,
Lots 109-114, 121-132, 136-186.
Containing 41.05 acres.

2. Classification of the above described lands by this order segregates them from all appropriations, including locations under the mining laws, except to applications under the mineral leasing laws or selections by the State of Alaska in accordance with and subject to the limitations and requirements of the Act of July 28, 1956 (70 Stat. 709; 48 U.S.C. 46-3b) and section 6(g) of the Alaska Statehood Act of July 7, 1958 (72 Stat. 339).

3. The lands described in paragraph one above were restored from withdrawal by Public Land Order 798, dated January 25, 1952, but were retained in reserved status pending small tract classification and future opening.

4. The lands classified by this order shall not become subject to application under the Small Tract Act of June 1, 1938 (52 Stat. 609; 43 U.S.C. 682a), as amended, until it is so provided by an order to be issued by an authorized officer, opening the lands to application or bid.

DANIEL A. JONES,
Acting Operations Supervisor.

[F.R. Doc. 61-384; Filed, Jan. 17, 1961;
8:47 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

WELCH LIVESTOCK MARKET, INC., AND FARMVILLE LIVESTOCK MARKET

Proposed Posting of Stockyards

The Chief of the Rates and Registration Branch, Packers and Stockyards Division, Agricultural Marketing Service, United States Department of Agriculture, has information that the

livestock markets named below are stockyards as defined in section 302 of the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 202), and should be made subject to the provisions of the act.

Welch Livestock Market, Inc., West Edmeston, N.Y.

Farmville Livestock Market, Farmville, Va.

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

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

Done at Washington, D.C., this 12th day of January 1961.

H. L. JONES,

Acting Chief, Rates and Registration Branch, Packers and Stockyards Division, Agricultural Marketing Service.

[F.R. Doc. 61-379; Filed, Jan. 17, 1961;
8:46 a.m.]

CUNNINGHAM STOCK YARDS ET AL.

Posted Stockyards

Pursuant to the authority delegated under the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 181 et seq.), on the respective dates specified below it was ascertained that the livestock markets named below were stockyards within the definition of that term contained in section 302 of the act, as amended (7 U.S.C. 202), and were, therefore, subject to the act, and notice was given to the owners and to the public by posting notice at the stockyards as required by said section 302.

Name and Location of Stockyard; Date of Posting

CONNECTICUT

Cunningham Stock Yards, Abington; December 2, 1960.

INDIANA

Liberty Mills Livestock Auction, Inc., Liberty Mills; November 30, 1960.

KANSAS

Girard Livestock Commission Co., Girard; December 9, 1960.

MISSOURI

Griffin Horse & Mule Auction, Independence; December 16, 1960.

NEW MEXICO

New Mexico Livestock, Inc., Artesia; November 22, 1960.

NEW YORK

H. L. Neverett & Sons, Chazy; December 7, 1960.

H. L. Neverett & Sons, Malone; December 7, 1960.

Thomas Commission Stables, Malone; December 7, 1960.

TENNESSEE

Beasley Community Auction, Franklin; November 30, 1960.

TEXAS

Tate Brothers Live Stock Auction Co., Midland, Sept. 4, 1960.

Done at Washington, D.C., this 11th day of January 1961.

H. L. JONES,

Acting Chief, Rates and Registration Branch, Packers and Stockyards Division, Agricultural Marketing Service.

[F.R. Doc. 61-380; Filed, Jan. 17, 1961;
8:47 a.m.]

MOLER'S LIVESTOCK AUCTION AND BLUE STEM SALES, INC.

Depositing 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 and Location of Stockyard; Date of Posting

Moler's Livestock Auction, Danville, Ark.; July 11, 1959.

Blue Stem Sales, Inc., Dewey, Okla.; April 30, 1959.

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 depositing 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 become effective upon publication in the *FEDERAL REGISTER*.

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

Done at Washington, D.C., this 12th day of January 1961.

H. L. JONES,
Acting Chief, Rates and Registration Branch, Packers and Stockyards Division, Agricultural Marketing Service.

[F.R. Doc. 61-381; Filed, Jan. 17, 1961;
8:47 a.m.]

NEVADA COUNTY AUCTION ET AL.

Proposed Posting of Stockyards

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

Nevada County Auction, Prescott, Ark.
Memphis Live Stock Auction Co., Inc., Memphis, Tex.
Moore's Livestock Co., Sturgeon Bay, Wis.

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

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

Done at Washington, D.C., this 12th day of January 1961.

H. L. JONES,

Acting Chief, Rates and Registration Branch, Packers and Stockyards Division, Agricultural Marketing Service.

[F.R. Doc. 61-382; Filed, Jan. 17, 1961;
8:47 a.m.]

Commodity Credit Corporation

ORGANIZATION AND FUNCTIONS; DELEGATIONS OF AUTHORITY

I. General. The Commodity Credit Corporation Charter Act on June 29, 1948 (15 U.S.C. 714) established the Commodity Credit Corporation (hereinafter referred to as CCC), effective July 1, 1948, under a permanent Federal Charter, as an agency and instrumentality of the United States within the United States Department of Agriculture, subject to the general supervision and direction of the Secretary of Agriculture. Originally, CCC had been incorporated under the laws of the State of Delaware, pursuant to section 2(a) of the National Industrial Recovery Act of June 16, 1933, and Executive Order 6340 of October 16, 1933. The principal office of CCC is at the United

States Department of Agriculture, Washington 25, D.C.

A. Stock and borrowing power. CCC has a capital stock of \$100,000,000 which is subscribed by the United States, and has authority to borrow, with the approval of the Secretary of the Treasury, not to exceed an amount fixed by law.

II. Organization—A. Board of Directors. The Board of Directors consists of seven members. The Secretary of Agriculture is an ex officio director and serves as Chairman of the Board of Directors. The President of the United States, by and with the consent and advice of the Senate, appoints the remaining members of the Board of Directors.

B. Advisory Board. An advisory board of five members is appointed by the President of the United States to survey the general policies of CCC and the operation of its programs and to advise the Secretary of Agriculture with respect thereto. Not more than three members may belong to the same political party. The advisory board meets at least every 90 days.

C. Officers. The Under Secretary of Agriculture is President of CCC and the following Commodity Stabilization Service (hereinafter referred to as CSS) officials are ex officio officers of the CCC: The Administrator, CSS, Executive Vice President, CCC; the Associate Administrator, CSS, Vice President, CCC; the General Sales Manager, CSS, Vice President, CCC; the Deputy Administrators, CSS, Vice Presidents, CCC; the Executive Assistant to the Administrator, CSS, Secretary, CCC; Director of Fiscal Division, CSS, Controller, CCC; Deputy Director in Charge of Finance, Fiscal Division, CSS, Treasurer, CCC; and Deputy Director in Charge of Accounting, Fiscal Division, CSS, Chief Accountant, CCC. The Directors of Divisions and Commodity Offices of CSS are ex officio Contracting Officers of the CCC.

D. Management. The management of CCC is vested in its Board of Directors, subject to the general supervision and direction of the Secretary. The President of CCC is Vice Chairman of the Board and performs such other duties as the Secretary or the Board may prescribe. The Executive Vice President is the chief executive officer of CCC. His authority, together with that of the other Vice Presidents, is set forth in section IV hereof. Activities of CCC, approved by its Board of Directors and the Secretary of Agriculture, are generally carried out through the facilities and personnel of CSS of the Department. From time to time services of other agencies of the United States Department of Agriculture may be utilized on certain operations or programs. The Directors of the Divisions and Commodity Offices of CSS serve as executives of CCC in general charge of the activities carried out through their respective Divisions or Offices.

E. The Contract Disputes Board. The members of the Contract Disputes Board for CCC are appointed by the Board of Directors of CCC with the approval of the Secretary of Agriculture. The Contract Disputes Board has jurisdiction to act for and on behalf of CCC and its

officers (a) to consider and determine appeals by claimants on contract claims against CCC involving doubtful or disputed questions of fact or law where settlement or adjustment cannot otherwise be effected under established policies and procedures, (b) upon request of the Executive Vice President or other officer of CCC, to exercise the authority of the Executive Vice President or other officer in connection with (1) any contract claim by or against CCC, including settlement and adjustment of any such claim, and (2) the suspension or debarring of any contractor, and (c) to act for the head of the agency or for any other officer of CCC to whom appeals may be taken from findings of fact by a contracting officer under any contract disputes provision which provides a method for final and conclusive determination of disputed questions of fact. The decisions of the Contract Disputes Board on all matters falling within its jurisdiction are final for administrative purposes within the United States Department of Agriculture. The names of such members and information with respect to their authority may be obtained from the Secretary, CCC.

III. Functions—A. General. Under its corporate charter (15 U.S.C. 714-714p) and in accordance with specific statutes, where applicable, and its annual budget programs submitted to and approved by Congress, CCC engages in buying, selling, lending, and other activities with respect to agricultural commodities, their products, food, feeds, and fibers, for the purpose of stabilizing, supporting, and protecting farm income and prices; assisting in the maintenance of balanced and adequate supplies of such commodities; and facilitating their orderly distribution. The Corporation also makes available materials and facilities required in connection with the production and marketing of such commodities.

B. Types of programs. The following types of programs are conducted by CCC:

1. Price Support Program. Price Support operations are carried out under the CCC's charter powers and in conformity with specific statutes where applicable, such as the Agricultural Act of 1949 as amended (7 U.S.C. 1421 et seq.), the National Wool Act of 1954, as amended (7 U.S.C. 1781 et seq.), and section 125 of the Agricultural Act of 1956 (7 U.S.C. 1813). Price support of various agricultural commodities is made available through loans, purchase agreements, purchases, and other operations, and, in the case of wool and mohair, through incentive payments based on marketings. Commodities acquired by the Corporation in its price support operations are disposed of through sales, barter and exchanges, and donation, in conformity with specific statutes, where applicable, such as sections 202, 407, and 416 of the Agricultural Act of 1949, as amended, the Agricultural Trade Development and Assistance Act of 1954 (Pub. Law 480), as amended, and other applicable legislation.

2. Supply and Foreign Purchase Program. This program is carried out under the authority contained in the

NOTICES

CCC's charter, particularly sections 5 (b) and (c) thereof. CCC procures foods, agricultural commodities, their products, and related materials to supply the requirements of Government agencies, foreign governments, and relief and rehabilitation agencies, and to meet domestic requirements. Foods, agricultural commodities, and their products are procured or aid is given in their procurement to facilitate distribution or to meet anticipated requirements during periods of short supply.

3. *Storage Facilities Program.* This program is carried out under the authority contained in the CCC's charter, particularly sections 4(h), 4(m), and 5 (a) and (b). CCC may (a) purchase and maintain (in storage deficient areas) granaries and equipment for care and storage of grain owned or controlled by CCC; (b) make loans for the construction or expansion of farm storage facilities; (c) provide storage-use guarantees to encourage the construction of commercial storage facilities; and (d) undertake other operations necessary to provide storage adequate to carry out CCC's programs.

4. *Commodity Export Program.* This program is carried out under the authority contained in the CCC's charter, particularly sections 5(d) and 5(f), and in accordance with specific statutes where applicable, such as sections 407 and 416 of the Agricultural Act of 1949, as amended (7 U.S.C. 1427, 1431), the International Wheat Agreement Act of 1949, as amended (7 U.S.C. 1641 et seq.), the Agricultural Trade Development and Assistance Act of 1954 (7 U.S.C. 1691 et seq.), Title I of the Agricultural Act of 1954 (7 U.S.C. 1741 et seq.), and Title II of the Agricultural Act of 1956 (7 U.S.C. 1851 et seq.). CCC promotes the export of agricultural commodities and products through sales, barter, payments, and other operations.

5. *Special Milk Program.* This program is carried out under the authority of sections 5(g) of CCC's charter and Public Law 85-478, as amended (7 U.S.C. 1446 note), which authorizes the use of specified amounts of CCC funds to increase the consumption of fluid milk by children in nonprofit schools of high-school grade and under and in nonprofit nursery schools, child-care centers, settlement houses, summer camps, and similar nonprofit institutions devoted to the care and training of children.

6. *Special activities.* These activities are carried out under the authority of section 5(g) of CCC's charter and specific statutory authorizations or directives with respect thereto. Examples of such activities are the International Wheat Agreement program, sales of surplus agricultural commodities for foreign currencies under Title I of Public Law 480, long-term supply contracts under Title IV of Public Law 480, and the transfer of CCC grain to the Department of Interior for migratory waterfowl feed.

IV. *Delegations of authority—A. General.* All authorities and responsibilities relating to CCC shall be exercised (i) pursuant to authorizations contained in dockets or resolutions approved by the Board of Directors and the Secre-

tary of Agriculture, (ii) in accordance with the by-laws of CCC, (iii) within the confines of administrative and functional areas of jurisdiction, and (iv) in the case of CSS Divisions and Offices, in accordance with commodity assignments. See 25 F.R. 10708, dated November 9, 1960, for the statement with respect to CCC activities assigned to respective Divisions and Offices. This statement of authority shall not be construed as waiving any restrictions, limitations, or requirements stated in the specific delegation of authority or imposed in governing policies, rules, regulations, or procedures.

B. *Authority of Vice Presidents, CCC.* Pursuant to the by-laws of CCC, the Vice Presidents of the CCC hold office ex officio by virtue of their positions in the CSS. The Vice Presidents and their authority areas follows:

1. *Executive Vice President:*

The Executive Vice President, who is the Administrator, CSS, has general supervision and direction of the preparation of policies and programs for submission to the CCC Board of Directors, of the administration of the policies and programs approved by the Board of Directors, and of the day-to-day conduct of the business of CCC and of its officers and employees.

2. *Other Vice Presidents:*

(a) The other Vice Presidents, with the exception of the Vice President who is the General Sales Manager, CSS, whose duties are set forth in subparagraph (b) hereof, assist the President and the Executive Vice President in the performance of their duties and exercise of their powers to such extent as the President or the Executive Vice President shall prescribe. The authority of these Vice Presidents is as follows:

(1) The Vice President who is Associate Administrator, CSS, acts for and in behalf of the Executive Vice President in the supervision and direction of the preparation of policies and programs for submission to the Board of Directors, in the administration of policies and programs approved by the Board of Directors, and in day-to-day conduct of the business of CCC and of its officers and employees.

(2) The Vice President who is Deputy Administrator, Production Adjustment, CSS, has responsibility for the supervision and direction of the ASC State and County offices, and community committees and personnel thereof in the day-to-day discharge of their responsibilities and performance of their functions in connection with CCC operations.

(3) The Vice President who is Deputy Administrator, Price Support, CSS, has primary responsibility for planning, developing and administering the price support, foreign supply, commodity disposal (except CCC sales) and such other programs of CCC as may be assigned to him, and for the supervision and direction of the program divisions of CSS and personnel thereof in the day-to-day discharge of their responsibilities and performance of their functions in connection with CCC operations.

(4) The Vice President who is Deputy Administrator, Operations, CSS, has pri-

mary responsibility for the supervision and direction of the CSS Commodity Offices, and service and management Divisions and the Cotton Products and Export Operations Office and personnel thereof in the day-to-day discharge of their responsibilities and performance of their functions in connection with CCC operations.

(d) The Vice President who is General Sales Manager, CSS, under the general supervision of the Executive Vice President, is responsible for the preparation of sales policies and programs for submission to the Board of Directors, and for the administration of the sales policies and programs approved by the Board of Directors, and consults and advises with the Board of Directors with respect to such policies and programs.

(c) The Vice Presidents perform such special duties and exercise such powers as may be prescribed from time to time by the Secretary of Agriculture, the Board of Directors, the President, or the Executive Vice President of CCC.

(d) The Vice Presidents are authorized in the discharge of their responsibilities, subject to the general supervision and direction of the Executive Vice President, to establish and interpret policies, institute activities and operations, execute documents, issue instructions and orders, and perform any other necessary actions which are in accordance with the by-laws and programs and policies adopted by the Board of Directors.

C. *Authority of Directors of Divisions and Commodity Offices of CSS.* The Directors of Divisions and Commodity Offices of CSS are in general charge of the activities of CCC carried out through their respective Divisions and Offices.

D. *Acting capacity.* The person occupying, in an acting capacity, the office of any person designated ex officio by the by-laws of the CCC as an officer of CCC, acts as such officer during his occupancy of such office.

E. *Authority to execute contracts.* Contracts of CCC relating to any of its activities may be executed in its name by the Secretary of Agriculture or the President of CCC. The Vice Presidents, the Controller, the Treasurer, the Directors of the Divisions and Commodity Offices of CSS may execute contracts relating to the activities of CCC for which they are respectively responsible. The Executive Vice President and, subject to the written approval of the appointment by the Executive Vice President, the Vice Presidents, the Controller, the Directors of the Divisions and Commodity Offices of CSS may appoint, by written instrument or instruments, such Contracting Officers as they deem necessary, who may, to the extent authorized by such instrument or instruments, execute contracts in the name of CCC. The names of such officers and information with respect to their authority may be obtained from the appropriate Director or the Secretary of CCC, U.S. Department of Agriculture, Washington 25, D.C.

F. *Authority to settle claims.* The Executive Vice President, CCC, and the Vice President, CCC, who is Deputy Administrator, Price Support, CSS, may

settle and adjust claims in controversy by or against CCC and their designees may carry out such responsibilities with respect to the settlement and adjustment of claims as may be delegated to them. The Directors of Divisions and Commodity Offices of CSS may settle and adjust any claim arising out of activities under their jurisdiction not in excess of the face amount of \$20,000 or in excess of such amount with the approval of the Executive Vice President or Vice President, CCC, who is Deputy Administrator, Price Support, CSS. The State Administrative Officers of ASC State Offices may settle and adjust any claim arising out of CCC activities under their jurisdiction not in excess of the face amount of \$5,000 or in excess of such amount with the approval of the Executive Vice President or Vice President, CCC, who is Deputy Administrator, Price Support, CSS. Authorized claims officers may carry out such responsibilities with respect to settlement and adjustment of claims as may be delegated to such claims officers. The names of such officers and information with respect to their authority may be obtained from the Secretary, CCC.

V. Availability of records and information—A. Records.

1. Records pertaining to CCC activities classified under the Security Regulations of the U.S. Department of Agriculture shall be handled in accordance with such regulations. Records not so classified shall be handled as set forth in 2 and 3 below.

2. Dockets proposed for submission to the Board of Directors and dockets approved by the Board of Directors, together with supporting documents and approved resolutions, are classified "Administratively Confidential" for a specified period depending upon the nature thereof. While so classified, such records will be made available to persons outside the U.S. Department of Agriculture only upon specific authorization by the Board of Directors or written approval by the President, CCC, or Secretary of Agriculture. After the "Administratively Confidential" classification has been removed, such records are available for examination to anyone having an interest therein. Such access is in a designated office or offices within the U.S. Department of Agriculture where such records are maintained as a matter of public record. Copies of such records are not available for distribution.

3. Under the Administrative Regulations of the Department (1 AR 534a(4)) minutes of meetings of the Board of Directors, CCC (except resolutions extracted therefrom), are confidential and are not available for public inspection. Resolutions, other than those approving dockets, and the records of CSS Divisions and Offices pertaining to CCC activities, including those maintained in field offices, will be made available to persons properly and directly concerned if the administrative head of the agency so determines on the basis of criteria set forth in the Administrative Regulations of the Department (1 AR 534d).

B. Information. Any person desiring information or to make submittals or requests with respect to CCC activity

should address the Director of the Division or Office of the CSS through which such activity is carried out, or the Secretary of CCC, U.S. Department of Agriculture, Washington 25, D.C.

VI. Prior authorizations and delegations. The statement of Organization, Functions and Delegations of Authority of CCC issued November 18, 1955 (20 F.R. 8783), is hereby superseded. All subdelegations of authority relating to any function covered by such superseded statement or by this statement shall remain in effect except as they are inconsistent herewith or are hereafter amended or revoked. Nothing herein shall affect the validity of any action heretofore taken under previous delegations or subdelegations of authority or assignment of functions.

Done at Washington, D.C., this 12th day of January 1961.

TRUE D. MORSE,
Acting Secretary of Agriculture.

[F.R. Doc. 61-383; Filed, Jan. 17, 1961;
8:47 a.m.]

By order of the Federal Maritime Board.

THOMAS LISI,
Secretary.

[F.R. Doc. 61-365; Filed, Jan. 17, 1961;
8:45 a.m.]

CIVIL AERONAUTICS BOARD

[Docket 10946; Order No. E-16246]

TRAFFIC CONFERENCE OF INTERNATIONAL AIR TRANSPORT ASSOCIATION

Agreements Relating to Specific Commodity Rates

Adopted by the Civil Aeronautics Board at its office in Washington, D.C. on the 12th day of January 1961.

In the matter of agreements adopted by the Traffic Conferences of the International Air Transport Association relating to specific commodity rates; Docket 10946; Agreement C.A.B. 14358, R-30, Agreement C.A.B. 14827, R-1 through R-8.

There have been filed with the Board, pursuant to section 412(a) of the Federal Aviation Act of 1958 (the Act) and Part 261 of the Board's Economic Regulations, agreements between various air carriers, foreign air carriers, and other carriers, embodied in the resolutions of Traffic Conference 1 and Joint Conference 1-2 of the International Air Transport Association (IATA), and adopted pursuant to the provisions of Resolution 590—Commodity Rates Board.

The agreements cancel certain specific commodity rates and name a number of additional rates. The proposed rates are consistent with the level of rates in effect to other points for the commodities in question.

The Board, acting pursuant to sections 102, 204(a), and 412 of the Act, does not find the subject agreements, which are incorporated in the following IATA Memoranda, to be adverse to the public interest or in violation of the Act, provided that approval thereof is conditioned as hereinafter ordered:

	IATA Memorandum
C.A.B. 14827:	
R-1	TC1/Rates 1137
R-2	TC1/Rates 1140
R-3	TC1/Rates 1141
R-4	TC1/Rates 1142
R-5	TC1/Rates 1143
R-6	TC1/Rates 1146
R-7	TC1/Rates 1148
R-8	TC1/Rates 1149
C.A.B. 14358:	
R-30	JT1/Rates 2538

Accordingly, it is ordered, That:

1. Agreement C.A.B. 14827, R-1 through R-8, and Agreement C.A.B. 14358, R-30, are approved, provided that such approval shall not necessarily constitute approval of any specific commodity description contained therein for purposes of tariff publication.

2. Any air carrier party to the agreement or any interested person may, within 15 days from the date hereof, submit statements in writing, containing reasons deemed appropriate, in support of or in opposition to the Board's approval herein. An original and nineteen

Dated: January 12, 1961.

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copies of the statements should be filed with the Board's Docket Section. The Board may, upon consideration of any such statements filed, modify or rescind its action herein by subsequent order.

This order shall be published in the **FEDERAL REGISTER**.

By the Civil Aeronautics Board.

[SEAL] ROBERT C. LESTER,
Secretary.

[F.R. Doc. 61-394; Filed, Jan. 17, 1961;
8:49 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[FCC 61-57]

DELEGATION OF AUTHORITY

Joint Request for Approval of Agreement

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 11th day of January 1961;

The Commission having under consideration the provision of § 1.316 of the Commission's rules which requires that where parties reach an agreement which would remove a conflict between competing applications, they must file a joint request for approval of the agreement:

It appearing that where such joint requests are filed after applications have been designated for hearing they should be acted on by the Chief Hearing Examiner; and

It further appearing that, in those cases where further hearing is not required on issues other than those arising out of the agreement, the Chief Hearing Examiner should be delegated authority to terminate the proceedings and make appropriate disposition of all applications; and

It further appearing that, the amendment ordered herein relates to internal Commission organization and procedure, and therefore the provisions of section 4 of the Administrative Procedure Act are inapplicable; and

It further appearing that the amendment herein is issued pursuant to the authority of sections 4(i), 5(d), 303(r), and 311(c) of the Communications Act of 1934, as amended;

It is ordered, That effective January 23, 1961, the Commission's Statement of Organization, Delegations of Authority; and Other Information is amended as set forth below.

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
BEN F. WAPLE,
Acting Secretary.

A new subparagraph (10) is added to paragraph (b) of section 0.224 as follows:

SEC. 0.224 Authority delegated. * * *
(b) After a case has been designated for hearing and until the hearing exam-

iner has issued an initial decision or the record has been certified to the Commission for decision, the Chief Hearing Examiner shall act on the following matters:

* * * * *

(10) Joint requests for approval of agreements filed pursuant to § 1.316 of the Commission's rules, and, if further hearing is not required on issues other than those arising out of the agreement, to terminate the proceeding and make appropriate disposition of all applications.

[F.R. Doc. 61-404; Filed, Jan. 17, 1961;
8:51 a.m.]

[Docket No. 13914; FCC 61-61]

AMERICAN TELEPHONE AND TELEGRAPH CO.

Order Instituting Investigation

In the matter of American Telephone and Telegraph Company, Docket No. 13914; regulations and charges for wide area telephone service (WATS).

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 12th day of January 1961;

The Commission, having under consideration (1) American Telephone and Telegraph Company's (A.T. & T.) Tariff F.C.C. No. 248 filed under Transmittal No. 6534 as amended by subsequently filed tariff schedules containing regulations and charges for Wide Area Telephone Service (WATS) to become effective January 15, 1961; (2) a petition filed on January 3, 1961, by twenty-four telephone operating companies of the General Telephone System (General) requesting that the Commission (a) suspend the above-mentioned tariff schedules pending establishment by the Commission of just and reasonable division of charges between the Bell System and petitioners, or (b) suspend the schedules insofar as they involve use of facilities of petitioners pending the same, and (c) that the Commission proceed to establish divisions of charges for service under such tariff schedules interchanged between the Bell System and petitioners or proper principles and procedures for the determination thereof; (3) a petition filed on January 5, 1961, by the United States Independent Telephone Association (USITA) requesting on behalf of other independent telephone companies relief similar to that requested by General; (4) replies to the above petitions filed by A.T. & T. on January 6, 1961; and (5) replies of General and USITA to the replies of A.T. & T.;

It appearing that the Commission is unable to determine that the regulations and charges contained in A.T. & T. Tariff F.C.C. No. 248 are or will be just and reasonable or otherwise lawful under the provisions of section 201(b) or section 202(a) of the Communications Act of 1934, as amended;

It further appearing that the petitions of General and USITA while raising the

issues of the lawfulness of the subject tariff schedules are primarily concerned with the division of the revenues to be derived therefrom between the Bell System companies and independent companies; that consideration of the aforementioned division of revenue matter will be more appropriate after questions of the lawfulness of the subject tariff schedules have been resolved; that the independent carriers will not be unduly prejudiced by the subject tariff schedules becoming effective; that the petitions of General and USITA should be denied insofar as suspension of the subject tariff schedules is requested; and that action on the issue of division of revenues should be reserved pending decision herein;

It is ordered, That pursuant to the provisions of sections 201, 202, 204, 205 and 403 of the Communications Act of 1934, as amended, an investigation is hereby instituted upon the Commission's own motion into the lawfulness of the above-mentioned tariff schedules, including amendments thereto and successive issues thereof;

It is further ordered, That without in any way limiting the scope of the proceeding it shall include inquiry into the following:

1. Whether any of the charges, classifications, regulations, and practices contained in such tariff schedules are or will be unjust or unreasonable within the meaning of section 201(b) of the Communications Act of 1934, as amended;

2. Whether such tariff schedules will subject any person or class of persons to unjust or unreasonable discrimination, or give an undue or unreasonable preference or advantage to any person, class of persons or locality, or subject any person, class of persons or locality to any undue or unreasonable prejudice or disadvantage within the meaning of section 202(a) of the Communications Act of 1934, as amended;

3. Whether the Commission should prescribe just and reasonable charges, classifications, regulations, and practices or the maximum or minimum or maximum and minimum charges to be hereafter followed with respect to the service governed by the above-mentioned tariff schedules, and, if so, what charges, classifications, regulations and practices should be prescribed;

It is further ordered, That a hearing be held in this proceeding at the Commission's offices in Washington, D.C., at a time to be specified; and that the examiner to be designated to preside at the hearing shall certify the record to the Commission for decision without preparing either an Initial Decision or a Recommended Decision;

It is further ordered, That American Telephone and Telegraph Company and all carriers concurring in the above-mentioned tariff schedules are hereby made parties respondent in the proceedings;

It is further ordered, That the requests of General and USITA for suspension of the proposed tariff schedules are denied and action on the issue of division of

revenues is reserved pending decision herein.

Released: January 13, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-405; Filed, Jan. 17, 1961;
8:51 a.m.]

[Docket No. 13877; FCC 61M-57]

AUBURN BROADCASTING CO., INC.
(WAUD)

Order Continuing Hearing

In re application of Auburn Broadcasting Company, Incorporated (WAUD), Auburn, Alabama, Docket No. 13877, File No. BP-13077; for construction permit.

The Hearing Examiner having under consideration agreement of parties participating at prehearing conference on January 11, 1961, regarding continuance of hearing;

It is ordered, This 11th day of January 1961, that the hearing now scheduled for February 21, 1961, is continued without date pending the filing by applicant of a petition for reconsideration and grant without hearing and action thereon by the Commission.

Released: January 12, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-406; Filed, Jan. 17, 1961;
8:52 a.m.]

[Docket No. 12931; FCC 61M-55]

CARTER MOUNTAIN TRANSMISSION
CORP.

Order Scheduling Hearing

In re application of Carter Mountain Transmission Corporation, Cody, Wyoming, Docket No. 12931, File No. 2463-C1-P-58; for construction permit to install an additional transmitter, to transmit on frequency 6387.5 Mc. Location: Copper Mountain, 40 miles south of Worland, Wyoming.

Pursuant to agreements informally reached by the parties in this proceeding,

It is ordered, This 11th day of January 1961, that the following procedural steps shall govern:

Notification of witnesses desired for cross-examination, January 20, 1961.

Commencement of hearing, January 30,

1961 (10:00 a.m.).

Released: January 12, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-407; Filed, Jan. 17, 1961;
8:52 a.m.]

¹ Statement of Chairman Ford filed as part of original document.

[Docket Nos. 13874-13876; FCC 61M-52]
**FRANKLIN BROADCASTING CO., INC.
(KMAR) ET AL.**

Order for Prehearing Conference

In re applications of Franklin Broadcasting, Co., Inc. (KMAR), Winnsboro, Louisiana, Docket No. 13874, File No. BP-12937; John Anthony Lazarone and Irving Ward-Steinman, d/b as Leesville Broadcasting Company (KLLA), Leesville, Louisiana, Docket No. 13875, File No. BP-13165; Yam Broadcasting Company, Incorporated, Opelousas, Louisiana, Docket No. 13876, File No. BP-13864; for construction permits.

A prehearing conference in the above-entitled proceeding will be held on Wednesday, January 25, 1961, beginning at 10:00 a.m., in the offices of the Commission, Washington, D.C. This conference is called pursuant to the provisions of § 1.111 of the Commission's rules and the matters to be considered are those specified in that section of the rules.

It is so ordered, This the 10th day of January 1961.

Released: January 11, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-408; Filed, Jan. 17, 1961;
8:52 a.m.]

[Docket Nos. 12787, 12790; FCC 61M-49]

WALTER L. FOLLMER AND INTERSTATE
BROADCASTING CO., INC. (WQXR)

**Order Scheduling Prehearing
Conference**

In re applications of Walter L. Follmer, Hamilton, Ohio, Docket No. 12787, File No. BP-11323; Interstate Broadcasting Company, Inc. (WQXR), New York, N.Y., Docket No. 12790, File No. BP-11707; for construction permits.

It is ordered, This 10th day of January 1961, that the further hearing scheduled for January 25, 1961, will be a prehearing conference.

Released: January 11, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-409; Filed, Jan. 17, 1961;
8:52 a.m.]

[Docket No. 13614; FCC 61M-58]

NEW ENGLAND MICROWAVE CORP.

Order Continuing Hearing

In re applications of New England Microwave Corporation, Docket No. 13614, for construction permit for new fixed video radio station. Frequency: 6012.5 Mc. Location: Lennox Mt. Fire Tower, Richmond, Massachusetts, File No. 2305-C1-P-60; for construction permit for new fixed video radio station. Frequency: 6112.5 Mc. Location:

Hoosac Tunnel, North Adams, Massachusetts, File No. 2306-C1-P-60.

The Hearing Examiner having under consideration a joint motion filed January 11, 1961, on behalf of the protestant Springfield Television Broadcasting Corporation and the applicant New England Microwave Corporation, requesting that the date for commencement of the hearing in this proceeding, now scheduled for January 16, 1961, be postponed indefinitely; and

It appearing that counsel for all parties have informally agreed to immediate grant of the motion and that good cause has been shown for a grant thereof;

Accordingly, it is ordered, This 11th day of January 1961, that the subject joint motion is granted, and that the hearing now scheduled to be commenced on January 16, 1961, is postponed indefinitely.

Released: January 12, 1961.

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-410; Filed, Jan. 17, 1961;
8:52 a.m.]

**FEDERAL DEPOSIT INSURANCE
CORPORATION**

[20751 A]

INSURED STATE BANKS NOT MEMBERS OF THE FEDERAL RESERVE SYSTEM, EXCEPT BANKS IN THE DISTRICT OF COLUMBIA AND MUTUAL SAVINGS BANKS

Call for Report of Condition and Annual Report of Earnings and Dividends

Each insured State bank not a member of the Federal Reserve System, except a bank in the District of Columbia and a mutual savings bank, is requested, pursuant to the provisions of section 10(e) of the Federal Deposit Insurance Act, to send to the Federal Deposit Insurance Corporation within ten days after receipt of this notice a Report of Condition as of the close of business Saturday, December 31, 1960, on Form 64—Call No. 54,¹ and a Report of Earnings and Dividends for the calendar year 1960, on Form 73.¹

Said Report of Condition shall be prepared in accordance with, "Instructions for the Preparation of Report of Condition on Form 64," dated December 1959. Said Report of Earnings and Dividends shall be prepared in accordance with "Instructions for the Preparation of Report of Earnings and Dividends on Form 73," dated December 1954.

FEDERAL DEPOSIT INSURANCE
CORPORATION,
[SEAL] E. F. DOWNEY,
Secretary.

[F.R. Doc. 61-395; Filed, Jan. 17, 1961;
8:50 a.m.]

¹ Filed as part of original document.

[20751B]

**INSURED MUTUAL SAVINGS BANKS
NOT MEMBERS OF THE FEDERAL
RESERVE SYSTEM**

**Call for Report of Condition and An-
nual Report of Income and Divi-
dends¹**

Each insured mutual savings bank not a member of the Federal Reserve System is requested, pursuant to the provisions of section 10(e) of the Federal Deposit Insurance Act, to send to the Federal Deposit Insurance Corporation within ten days after receipt of this notice a Report of Condition as of the close of business Saturday, December 31, 1960, on Form 64 (Savings)¹ and a Report of Income and Dividends for the calendar year 1960, on Form 73 (Savings).¹

Said Report of Condition and Report of Income and Dividends shall be prepared in accordance with, "Instructions for the Preparation of Report of Condition on Form 64 (Savings) and Report of Income and Dividends on Form 73 (Savings)," dated June 1951 and any amendments thereto.

FEDERAL DEPOSIT INSURANCE
CORPORATION,

[SEAL] E. F. DOWNEY,
Secretary.

[F.R. Doc. 61-396; Filed, Jan. 17, 1961;
8:50 a.m.]

NOTICES

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 February 14, 1961, at 9:30 a.m., e.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such application: *Provided, however,* That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 130(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before February 3, 1961. 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. 61-367; Filed, Jan. 17, 1961;
8:45 a.m.]

[Project No. 2286]

**PUBLIC SERVICE COMPANY OF
OKLAHOMA**

Notice of Application for License

JANUARY 12, 1961.

Public notice is hereby given that application has been filed under the Federal Power Act (16 U.S.C. 791a-825r) by Public Service Company of Oklahoma, of 600 South Main Street, Tulsa, Oklahoma, for license for proposed Project No. 2286, to be located on Sand Creek, a minor tributary of Arkansas River, and Keystone Reservoir (under construction on Arkansas River by the U.S. Corps of Engineers) in Osage and Tulsa Counties, Oklahoma, near Sand Springs and Tulsa, and affecting lands of the United States acquired for the Keystone Dam and Reservoir.

The proposed project, which would be of the pumped-storage type utilizing water from Keystone Reservoir as the lower reservoir, would have a total initial and ultimate capacity of 200,000 kilowatts, and would consist of: an earth dam across the upper end of the Sand Creek storage basin with steel piling cut-off and impervious core; 3 dykes; a high-level reservoir with 7,500 acre-feet of usable storage between elevation 960 and 940 feet; a canal to a forebay; a vertical shaft in the forebay to a horizontal tunnel; a concrete junction box at the end

of the tunnel; steel penstocks; a powerhouse located in a cove of Keystone Reservoir with four 78,000-horsepower reversible pump-turbines each connected to a 50,000 kilowatt generator installed therein; an excavated tailrace; step-up transformers; a switchyard; two double circuit 138 kv transmission lines, one extending 6½ miles to Applicant's Bartlesville line and the other extending 12½ miles to Applicant's Tulsa-Sand Spring line; and appurtenant facilities.

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 of the Commission (18 CFR 1.8 or 1.10). The last day upon which protests or petitions may be filed is February 14, 1961. The application is on file with the Commission for public inspection.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 61-368; Filed, Jan. 17, 1961;
8:46 a.m.]

[Docket No. CP61-124]

**TRANSCONTINENTAL GAS PIPE LINE
CORP.**

**Notice of Application and Date of
Hearing**

JANUARY 11, 1961.

Take notice that on October 21, 1960, Transcontinental Gas Pipe Line Corporation (Applicant), 3100 Travis Street, Houston 6, Texas, filed an application, as supplemented on December 8, 1960, in Docket No. CP61-124, pursuant to section 7(c) of the Natural Gas Act, for a certificate of public convenience and necessity seeking authorization to construct and operate 14.84 miles of 36-inch main loop pipeline with necessary appurtenances between its Compressor Stations Nos. 34 and 15 in North Carolina, all as more fully set forth in the application and supplement on file with the Commission and open to public inspection.

The application shows that to assure continuity of service the proposed loop will be constructed in order to bypass the reservoir of a hydroelectric project of Duke Power Company (Duke) presently under construction on the Catawba River, known as Cowan's Ford Project, where impoundment of water will flood approximately 5½ miles of Applicant's existing 30-inch and 36-inch main loop lines which carry gas northward. Since these segments of the pipeline may be flooded to depths up to sixty feet, repair of a line break or other damage would necessarily be difficult and time consuming.

Applicant states that it plans to use the bypass, together with the flooded segments, for the transmission of natural gas in regular daily operation, and that the proposed bypass will give Applicant no additional delivery capacity.

Applicant shows that the total cost of the entire proposed project is estimated at \$2,859,976; Duke will bear \$1,371,777

FEDERAL POWER COMMISSION

[Docket No. CP61-158]

AMERICAN LOUISIANA PIPE LINE CO.

**Notice of Application and Date of
Hearing**

JANUARY 11, 1961.

Take notice that on December 6, 1960, American Louisiana Pipe Line Company (Applicant), 3750 Penobscot Building, 645 Griswold Street, Detroit 26, Michigan, filed in Docket No. CP61-158 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the construction and operation during the 12-month period following the date of authorization, of field facilities to enable Applicant to take into its certificated main pipeline system natural gas which may be purchased from producers thereof in the general area of its existing transmission system at a total cost not to exceed \$3,000,000, with no single project to exceed a cost of \$500,000, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

The purpose of this budget-type proposal is to augment Applicant's ability to act with reasonable dispatch in contracting for and connecting to its existing pipeline system new supplies of natural gas in various producing areas generally coextensive with said system.

This matter is one that should be disposed of as promptly as possible under

¹ Filed as part of original document.

of this cost and Applicant will bear the balance.¹

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on February 16, 1961, at 9:30 a.m., e.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW, Washington, D.C., concerning the matters involved in and the issues presented by such application: *Provided, however,* That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before February 6, 1961. 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. 61-369; Filed, Jan. 17, 1961;
8:46 a.m.]

FEDERAL RESERVE SYSTEM

OTTO BREMER CO.

Order Granting Request for Determination

In the matter of the request of Otto Bremer Company for determination under section 4(c) (6) of the Bank Holding Company Act of 1956 with respect to the proposed Western State Credit Co., Marshall, Minnesota. (Docket No. BHC-58.)

The Otto Bremer Company, St. Paul, Minnesota, a bank holding company within the meaning of section 2(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1841), has filed a request for a determination by the Board of Governors of the Federal Reserve System that a company proposed to be formed, the Western State Credit Co., Marshall, Minnesota, and its activities are of the kind described in section 4(c) (6) of the Act and section 5(b) of the Board's Regulation Y (12 CFR 222.5(b)), so as to make it unnecessary for the prohibitions of section 4 of the Act with respect

to acquisition and retention of shares in nonbanking organizations to apply in order to carry out the purposes of the Act.

A hearing having been held pursuant to section 4(c) (6) of the Act and in accordance with sections 5(b) and 7(a) of the Board's Regulation Y; the Hearing Examiner having filed on November 22, 1960, his Report and Recommended Decision wherein he recommended that the request with respect to Western State Credit Co. be granted; the time for filing with the Board exceptions and brief to the recommended decision of the Hearing Examiner having expired without any exceptions or brief having been filed; the Board having given due consideration to all relevant aspects of the matter; and all such steps having been taken in accordance with the Board's rules of practice for formal hearings (12 CFR Part 263), the Board hereby adopts the findings of fact, conclusions of law, and recommendations of the Hearing Examiner as set forth in the attached copy of his Report and Recommended Decision,¹ and, further, makes the following Order:

It is hereby ordered, On the basis of the findings of fact and conclusions of law hereinbefore adopted, that Western State Credit Co. and its activities are determined to be so closely related to the business of banking or of managing or controlling banks as to be a proper incident thereto and as to make it unnecessary for the prohibitions of section 4 of the Bank Holding Company Act of 1956 to apply in order to carry out the purposes of that Act, and, therefore, Applicant's request with respect to Western State Credit Co. shall be, and hereby is, granted; provided that this determination shall be subject to revocation by the Board if the facts upon which it is based should change in such a manner as to make the reasons for such determination no longer applicable.

Dated at Washington, D.C., this 12th day of January 1961.

By order of the Board of Governors.

[SEAL] MERRITT SHERMAN,
Secretary.

[F.R. Doc. 61-370; Filed, Jan. 17, 1961;
8:46 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 436]

MOTOR CARRIER TRANSFER PROCEEDINGS

JANUARY, 13, 1961.

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:

¹ Filed as part of the original document. Copies available upon request to the Board of Governors of the Federal Reserve System, Washington 25, D.C., or to any Federal Reserve Bank.

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC 63734. By order of January 11, 1961, the Transfer Board approved the transfer to L. & W. Transportation Co., Inc., doing business as L. & W. Transportation Company, Mt. Holly, New Jersey, of Certificates in Nos. MC 39491, MC 39491 Sub 6, and MC 39491 Sub 8, issued March 24, 1954, December 22, 1954, and June 22, 1955, respectively, to Neibauer Bus Company, a corporation, Bristol, Pennsylvania, which authorizes the transportation of passengers and their baggage, over regular routes, between Philadelphia, Pa., and Trenton, N.J.; between Tullytown, Pa., and junction U.S. Highway 13 and Falls Township Road 378 (Ford Mill Road); between Philadelphia, Pa., and specified points in Philadelphia, to points in New Jersey, New York, Delaware and Maryland; from Langhorne, Pa., to Atlantic City, N.J., between specified points in Pennsylvania; between Burlington, N.J., and Bristol, Pa.; and between Bristol, Pa., and Trenton, N.J. Francis J. Ortmann, 1366 National Press Building, Washington 4, D.C.

No. MC-FC 63737. By order of January 11, 1961, the Transfer Board approved the transfer to Joseph W. Layton, doing business as Layton's Bus Service, Trenton, New Jersey, of a Certificate in No. MC 10274, issued April 14, 1942 to Barzilliar G. Shinn, Burlington, New Jersey, which authorizes the transportation of passengers and their baggage, restricted to traffic originating at the points and in the territory indicated, in charter operations, over irregular routes, from Burlington, N.J., and points in New Jersey and Pennsylvania within ten miles of Burlington, to Wilmington, Del., and specified points in Pennsylvania. Jacob Polin, 426 Barclay Building, Bala-Cynwyd, Pa., attorney for applicants.

[SEAL] HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 61-388; Filed, Jan. 17, 1961;
8:48 a.m.]

[Rev. S.O. 562, Taylor's I.C.C. Order 127]

CERTAIN RAILROADS SERVING NEW YORK HARBOR AREA

Rerouting and Diversion of Traffic

In the opinion of Charles W. Taylor, Agent, an emergency exists concerning rail floating operations of railroads serving New York harbor area because of work stoppage of certain railroad marine workers.

It is ordered, That:

(a) *Rerouting traffic:* Railroads, serving New York harbor area, affected by work stoppage of certain railroad marine

¹ The extent to which Duke will be financially responsible for the proposed project is set forth in detail in an agreement between Duke and Applicant, dated March 21, 1960.

NOTICES

[Notice 150]

MOTOR CARRIER ALTERNATE ROUTE
DEVIATION NOTICES

JANUARY 13, 1961.

workers are hereby authorized to divert or reroute such traffic over any available route to expedite the movement, regardless of routing shown on the waybill. The billing covering all such cars rerouted shall carry a reference to this order as authority for the rerouting.

(b) *Concurrence of receiving roads to be obtained:* The railroads desiring to divert or reroute traffic under this order shall confer with the proper transportation officer of the railroad or railroads to which such traffic is to be diverted or rerouted, and shall receive the concurrence of such other railroads before the diversion or rerouting is ordered.

(c) *Notification to shippers:* The carriers diverting or rerouting cars in accordance with this order shall notify each shipper at the time each car is diverted or rerouted and shall furnish to such shipper the new routing provided under this order.

(d) Inasmuch as the diversion or rerouting of traffic by said Agent is deemed to be due to carriers' disability, the rates applicable to traffic diverted or rerouted by said Agent shall be the rates which were applicable at the time of shipments on the shipments as originally routed.

(e) In executing the directions of the Commission and of such Agent provided for in this order, the common carriers involved shall proceed even though no contracts, agreements, or arrangements now exist between them with reference to the divisions of the rates of transportation applicable to said traffic; divisions shall be, during the time this order remains in force, those voluntarily agreed upon by and between said carriers; or upon failure of the carriers to so agree, said divisions shall be those hereafter fixed by the Commission in accordance with pertinent authority conferred upon it by the Interstate Commerce Act.

(f) *Effective date:* This order shall become effective at 8:00 a.m., January 10, 1961.

(g) *Expiration date:* This order shall expire at 11:59 p.m., January 24, 1961, unless otherwise modified, changed, suspended or annulled.

It is further ordered, That this order shall be served upon the Association of American Railroads, Car Service Division, as agent of all railroads subscribing to the car service and per diem agreement under the terms of that agreement and by filing it with the Director, Office of the Federal Register.

Issued at Washington, D.C., January 10, 1961.

INTERSTATE COMMERCE
COMMISSION,
CHARLES W. TAYLOR,
Agent.

[F.R. Doc. 61-389; Filed, Jan. 17, 1961;
8:48 a.m.]

over U.S. Highway 69 to Batesville, Ark., thence over Arkansas Highway 11 to junction Arkansas Highway 14, thence over Arkansas Highway 14 to junction U.S. Highway 63, near Marked Tree, and return over the same routes.

No. MC 2202 (Deviation No. 17) (CORRECTION), ROADWAY EXPRESS INC., 147 Park Street, P.O. Box 471, Akron 9, Ohio, filed November 22, 1960, and published in the December 7, 1960 issue of the FEDERAL REGISTER at page 12,538. This portion of the notice should read as follows: No. MC-69274 (Deviation No. 2) M & R TRANSPORTATION CO., INC., 147 Park Street, P.O. Box 471, Akron 9, Ohio.

No. MC 2900 (Deviation No. 1), RYDER TRUCK LINES, INC., P.O. Box 2408, Jacksonville, Fla., filed December 29, 1960. Attorney J. Edward Allen, P.O. Box 2408, Jacksonville, Fla. Carrier proposes to operate as a common carrier, by motor vehicle of general commodities, with certain exceptions, over a deviation route as follows: From Atlanta, Ga., over U.S. Highway 23 to junction Georgia Highway 87 near Jackson, Ga., and thence over Georgia Highway 87 to Macon and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities between Atlanta and Macon over U.S. Highway 41.

No. MC 3598 (Deviation No. 6), WOOSTER EXPRESS INC., P.O. Box 1469, Hartford 1, Conn., filed December 27, 1960. The carrier proposes to operate as a common carrier, by motor vehicle, of general commodities, with certain exceptions, over a deviation route as follows: From Hartford, Conn., over Interstate Highway 91 to Springfield, Mass., and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: From Northampton, Mass., over U.S. Highway 5 to New Haven, Conn., thence over U.S. Highway 1 to Newark, N.J.; from Northampton over U.S. Highway 5 to Springfield, Mass., thence over Alternate U.S. Highway 5 to Hartford, thence over Connecticut Highway 9 to Middletown, Conn., thence over Connecticut Highway 15 to New Haven, and thence over U.S. Highway 1 to Newark, N.J., and return over the same route.

No. MC 29555 (Deviation No. 3), BRIGGS TRANSPORTATION CO., INC., 2360 West County Road C, St. Paul 13, Minn., filed January 6, 1961. Carrier proposes to operate as a common carrier, by motor vehicle of general commodities, with certain exceptions, over a deviation route as follows: From Hudson, Wis., over Interstate Highway 94 to Eau Claire, Wis., and return over the same route for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same

commodities between Hudson and Eau Clair over U.S. Highway 12.

No. MC 29859 (Deviation No. 4), BRINKER TRUCK LINE, INC., 210 Popular Street, St. Louis 2, Mo., filed December 27, 1960. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From Quincy, Ill., over U.S. Highway 24 to Taylor, Mo., thence over U.S. Highway 61 to Wentzville, Mo., thence over U.S. Highway 40 to St. Louis, Mo., and return over the same route for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: From Quincy over Missouri Highway 57 to the Fall Creek cutoff, thence over Fall Creek cutoff to Hannibal, Mo., thence over U.S. Highway 36 to Detroit, Ill., thence over Illinois Highway 100 to Hardin, Ill., and thence over Illinois Highway 16 to Jerseyville, Ill., and thence over U.S. Highway 67 to St. Louis, and return over the same route.

No. MC 59485 (Deviation No. 2), DARLING TRANSFER INC., 1020 J Street, Auburn, Nebr., filed January 5, 1961. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From St. Joseph, Mo., over Interstate Highway 29 to Kansas City, Mo., and return over the same route for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: From Horton, Kans. over U.S. Highway 73 to junction Kansas Highway 20, thence over Kansas Highway 20 to junction Kansas Highway 7, and thence over Kansas Highway 7 to Troy, Kans., thence over U.S. Highway 36 to St. Joseph, Mo. (also from Horton over U.S. Highway 73 to Atchison, Kans., thence over U.S. Highway 5 to St. Joseph), and thence over city streets to South St. Joseph; from Horton to Atchison as specified above, thence over U.S. Highway 73 to junction U.S. Highway 24, thence over U.S. Highway 24 to Kansas City, and return over the same routes.

No. MC 116004 (Deviation No. 6), TEXAS-OKLAHOMA EXPRESS, INC., 1017 South Akard Street, Dallas, Tex., filed January 3, 1961. Carrier proposes to operate as a *common carrier*, of *general commodities*, with certain exceptions, over a deviation route as follows: From Dallas, Tex., over Texas Highway 114 to junction U.S. Highway 81, thence over U.S. Highway 81 to junction U.S. Highway 277, thence over U.S. Highway 277 to junction Oklahoma Highway 8, thence over Oklahoma Highway 8 to junction U.S. Highway 281, thence over U.S. Highway 281 to junction U.S. Highway 66, thence over U.S. Highway 66 to junction Oklahoma Highway 6, thence over Oklahoma Highway 6 to junction U.S. Highway 283, thence over U.S. Highway 283 to junction U.S. Highway 60, thence over U.S. Highway 60 to junction Texas Highway 213, thence over Texas

Highway 213 to junction Texas Highway 305, thence over Texas Highway 305 to junction Texas Highway 15, and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: From Dallas over U.S. Highway 77 to junction U.S. Highway 66, thence over U.S. Highway 66 to junction U.S. Highway 81, thence over U.S. Highway 81 to junction U.S. Highway 64, thence over U.S. Highway 64 to junction U.S. Highway 283, thence over U.S. Highway 283 to junction Oklahoma Highway 15, thence over Oklahoma Highway 15 to the Oklahoma-Texas State line, thence over Texas Highway 15 to junction Texas Highway 305, and return over the same route.

MOTOR CARRIERS OF PASSENGERS

No. MC 109736 (Deviation No. 2), CAPITOL BUS COMPANY, Fourth and Chestnut Streets, Harrisburg, Pa. Attorney James E. Wilson, 111 E Street NW., Washington 4, D.C., filed December 30, 1960. Carrier proposes to operate as a *common carrier*, by motor vehicle of *passengers and their baggage*, over deviation routes as follows: (A) From the junction of U.S. Highway 22 and Pennsylvania Highway 443 over U.S. Highway 22 to junction Pennsylvania Highway 83 and thence over Pennsylvania Highway 83 to junction Pennsylvania Highway 443 and return over the same route, for operating convenience only, serving no intermediate points, and (B) from the junction of U.S. Highway 15 and unnumbered express highway near Harrisburg, Pa., over unnumbered express highway to Harrisburg, and return over the same routes, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport passengers over pertinent service routes as follows: From the junction of U.S. Highway 15 and unnumbered highway near Harrisburg over U.S. Highway 15 to Harrisburg; and from the junction of Pennsylvania Highway 443 and U.S. Highway 22 over Pennsylvania Highway 443 to the junction of Pennsylvania Highway 83 and return over the same routes.

By the Commission.

[SEAL]

HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 61-386, Filed, Jan. 17, 1961;
8:48 a.m.]

[Notice 359]

MOTOR CARRIER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

JANUARY 13, 1961.

The following publications are governed by the Interstate Commerce Commission's general rules of practice including special rules (49 CFR 1.241) governing notice of filing of applications by motor carriers of property or passengers or brokers under sections 206, 209 and 211 of the Interstate Commerce Act and

certain other proceedings with respect thereto.

All hearings and pre-hearing conferences will be called at 9:30 o'clock a.m., United States standard time, unless otherwise specified.

APPLICATIONS ASSIGNED FOR ORAL HEARING OR PRE-HEARING CONFERENCE

MOTOR CARRIERS OF PROPERTY

No. MC 1124 (Sub No. 173), filed November 7, 1960. Applicant: HERRIN TRANSPORTATION COMPANY, a corporation, 2301 McKinney Avenue, Houston 3, Tex. Applicant's attorney: Leroy Hallman, First National Bank Building, Dallas 2, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, dangerous explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment; between Memphis, Tenn. and the plant site of Mohawk Tire and Rubber Company at Helena, Ark., and the warehouse site of Mohawk Tire and Rubber Company at West Helena, Ark., from Memphis over U.S. Highway 79 to Marianna, Ark., thence over Arkansas Highway 1 to junction Arkansas Highway 20 at Barton, Ark., thence over Arkansas Highway 20 to West Helena and Helena, Ark., serving no intermediate or off-route points.

HEARING: March 22, 1961, in the Claridge Hotel, Memphis, Tenn., before Joint Board No. 38, or, if the Joint Board waives its right to participate, before Examiner Edith H. Cockrill.

No. MC 2202 (Sub No. 199), filed December 28, 1960. Applicant: ROADWAY EXPRESS, INC., 147 Park Street, Akron, Ohio. Applicant's attorney: William O. Turney, 2001 Massachusetts Avenue NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between Greensboro, N.C., and junction U.S. Highway Alternate 70 and Interstate Highway 85 (U.S. Highway 70) west of Durham, N.C.; from Greensboro, over Interstate Highway 85 (U.S. Highway 70) to the junction with U.S. Highway Alternate 70 west of Durham, N.C. with no service at any intermediate points not presently authorized.

HEARING: March 8, 1961, at the U.S. Court Rooms, Uptown Post Office Building, Raleigh, N.C., before Joint Board No. 103.

No. MC 4405 (Sub No. 375), filed January 6, 1961. Applicant: DEALERS TRANSIT, INC., 13101 South Torrence Avenue, Chicago 33, Ill. Applicant's attorney: James W. Wrape, 1624 Eye Street NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) Trailers, semi-trailers, trailer chassis, and semi-trailer chassis, except those designed to be drawn by passenger automobiles, in initial movements, by truckaway and

NOTICES

driveaway service, from Hazleton, Pa., to points in Alabama, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Washington, D.C.; (2) tractors, in secondary driveaway movement, only when drawing trailers, semi-trailers, trailer chassis, and semi-trailer chassis, moving in initial driveaway service, from Hazleton, Pa., to points in Vermont, and (3) containers, cargo containers, cargo container boxes (except those having a capacity of five (5) gallons or less, or those having a capacity of nine (9) cubic feet, or less), from Hazleton, Pa., to points in Alabama, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Washington, D.C.

HEARING: February 7, 1961, in the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James A. McKiel.

No. MC 4405 (Sub No. 376, filed January 6, 1961. Applicant: DEALERS TRANSIT, INC., 13101 South Torrence Avenue, Chicago 33, Ill. Applicant's attorney: James W. Wrape, 1624 Eye Street NW, Washington 6, D.C. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) Trailers, semi-trailers, trailer chassis, and semi-trailer chassis, except those designed to be drawn by passenger automobiles, in initial movements, by truckaway and driveaway service, from Hazleton, Pa., to points in Alaska, Arizona, Arkansas, Colorado, California, Idaho, Illinois, Indiana, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, Pennsylvania, South Dakota, Texas, Utah, Washington, Wisconsin, and Wyoming; (2) tractors, in secondary driveaway movement, only when drawing trailers, semi-trailers, trailer chassis, and semi-trailer chassis, moving in initial driveaway service, from Hazleton, Pa., to points in Alaska, Arizona, Nevada, and Oregon, and, (3) containers, cargo containers, cargo container boxes (except those having a capacity of five (5) gallons or less, or those having a capacity of nine (9) cubic feet or less), from Hazleton, Pa., to points in Alaska, Arizona, Arkansas, California, Colorado, Idaho, Illinois, Indiana, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, New Mexico, Nevada, North Dakota, Oklahoma, Oregon, Pennsylvania, South Dakota, Texas, Utah, Washington, Wisconsin, and Wyoming.

HEARING: February 6, 1961, in the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James A. McKiel.

No. MC 8768 (Sub No. 23), filed October 13, 1960. Applicant: SECURITY VAN LINES, INC., 533 City Park Avenue, New Orleans, La. Applicant's attorney:

Tom B. Kretsinger, Suite 1014-18, Temple Building, Kansas City 6, Mo. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Household goods as defined by the Commission; between points in Alabama, Arizona, Arkansas, California, the District of Columbia, Florida, Georgia, Illinois, Louisiana, Mississippi, Missouri, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia.

HEARING: March 15, 1961, at the Park East Hotel, Kansas City, Mo., before Examiner William N. Culbertson.

No. MC 13250 (Sub No. 68) (AMENDMENT), filed May 12, 1960, published in the FEDERAL REGISTER issue of July 7, 1960, republished in the FEDERAL REGISTER issue of October 19, 1960. Applicant: J. H. ROSE TRUCK LINE, INC., 3804 Jensen Drive, P.O. Box 16037, Houston 22, Tex. Applicant's attorneys: Charles D. Mathews and Jerry Prestridge, P.O. Box 858, Austin 65, Tex. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Machinery, equipment, materials and supplies used in or in connection with the construction, operation, repair, servicing, maintenance and dismantling of pipe lines, including the stringing and picking up thereof, other than pipe lines used for the transmission of natural gas, petroleum or their products and by-products, (1) between points in Arkansas, California, Kansas, Louisiana, New Mexico, Oklahoma, and Texas. (2) Between points in California and Texas, on the one hand, and, on the other, points in Arizona, Colorado, and Utah. (3) Between points in Texas, on the one hand, and, on the other, points in Wyoming and Montana. (4) Between points in Idaho, Montana, Wyoming, Colorado, North Dakota, South Dakota, and Nebraska. (5) Between points in Nevada, on the one hand, and, on the other, points in Idaho, Wyoming, Utah, Colorado, Arizona, and New Mexico. (6) Between points in California south of the northern boundary of San Luis Obispo, Kern, and San Bernardino Counties, Calif., on the one hand, and, on the other, Casper, Wyo. (7) Between points in Nevada. (8) Between points in Nevada, on the one hand, and, on the other, points in Wyoming, Colorado, Montana, North Dakota, South Dakota, and Utah. (9) Between points in Idaho. (10) Between points in Idaho, on the one hand, and, on the other, points in Wyoming, Colorado, Montana, North Dakota, South Dakota, and Utah. (11) Between points in Alabama, Florida, and Georgia (see footnote 1). (12) Between points in Texas, on the one hand, and, on the other, points in Alabama, Florida, and Georgia (see footnote 1). (13) Between Kilgore, Tex., and points within 200 miles thereof, on the one hand, and, on the other, points in Arkansas, Louisiana, Mississippi, and Oklahoma (see footnote 1). (14) Between points in Washington and Oregon, on the one hand, and, on the other points in Montana, Nebraska, North Dakota, New Mexico, South Dakota, Colorado, Wyoming, and Nevada (see footnote 2). (15) Between points in

San Juan, Rio Arriba, and McKinley Counties, N. Mex., Dolores, San Miguel, Montezuma, San Juan, La Plata, and Archuleta Counties, Colo., Navajo and Apache Counties, Ariz., and San Juan County, Utah (see footnote 3).

NOTE: Applicant states the purpose of this application is to obtain authority to transport the involved commodities in connection with all types of pipe lines, not limited to those for the transmission of natural gas, petroleum or their products and by-products. Applicant presently holds appropriate authority to transport the involved commodities in connection with pipe lines used for the transmission of natural gas, petroleum or their products and by-products. No extension of territorial authority is sought. (1) J. H. Rose Truck Line, Inc., is authorized under Certificates of Public Convenience and Necessity, MC 13250 and MC 13250 Sub Nos. 45, 56, 58, 59, 60, 61, and 62, to operate in all of the states above named. Additionally, J. H. Rose Truck Line, Inc., has been authorized by the Interstate Commerce Commission in Docket MC-F-7174, *J. H. Rose Truck Line, Inc.—Purchase (Portion)—Rogers Truck Line*, to operate as an oil field carrier (Mercer Description) between points in Alabama, Florida, and Georgia; between points in Texas, on the one hand, and, on the other, points in Alabama, Florida, and Georgia; and between Kilgore, Tex., and points within 200 miles thereof, on the one hand, and, on the other, points in Arkansas, Louisiana, Mississippi, and Oklahoma. The Order of the Commission in this proceeding became final on April 11, 1960, and is now in the process of being consummated. (2) The purpose of this amendment is to add, in addition to all the territory described therein, the following additional territory: between points in Washington and Oregon, on the one hand, and, on the other, points in Montana, Nebraska, North Dakota, New Mexico, South Dakota, Colorado, Wyoming, Utah, and Nevada. This authority is the subject of a recent application filed under Section 5 of the Interstate Commerce Act in MC-F-7628, *J. H. Rose Truck Line, Inc.—Purchase (Portion)—Stanton Transportation Company*. In MC 9787 Sub No. 17, Stanton is authorized to conduct operations as a motor common carrier in the transportation of Mercer Description commodities between points as described above, and Rose and Stanton are seeking the Commission's approval of the transfer of such operating rights to Rose. (3) The purpose of this second amendment is to add, in addition to all the territory described in the application, as amended (25 FEDERAL REGISTER, No. 204, Wednesday, October 19, 1960, page 9962), the following additional territory: Between points in San Juan, Rio Arriba, and McKinley Counties, N. Mex., Dolores, San Miguel, Montezuma, San Juan, La Plata, and Archuleta Counties, Colo., Navajo and Apache Counties, Ariz., and San Juan County, Utah. The purchase by J. H. Rose Truck Line, Inc. of the authority to transport Mercer description commodities in the territory described above was approved by the Interstate Commerce Commission in finance docket MC-F-7509, *J. H. Rose Truck Line, Inc.—Purchase (Portion)—Oil Field Truckers, Inc.* The Order approving the above captioned proceeding is dated August 24, 1960 and the Commission was notified that said transaction was consummated by the parties on September 6, 1960.

HEARING: March 6, 1961, at the Baker Hotel, Dallas, Tex., before Examiner C. Evans Brooks.

No. MC 31466 (Sub No. 24) (CLARIFICATION) filed March 28, 1960, published in the FEDERAL REGISTER, issue of December 29, 1960. Applicant: L. C. L. TRANSIT COMPANY, a corporation,

520 North Roosevelt Street, P.O. Box 667, Green Bay, Wis. Applicant's attorney: Edward A. Solie, 1 South Pinckney Street, Madison 3, Wis. The commodities proposed to be transported as shown in the previous publication read: *Fresh meats, including carcasses and fresh cuts.* In a letter dated January 4, 1961, applicant's attorney advises that the commodities proposed to be transported are correctly restrictively set forth as *Fresh meats*, namely: *Carcasses and fresh cuts.*

HEARING: Remains as assigned February 20, 1961, at the Wisconsin Public Service Commission, Madison, Wis., before Examiner Charles B. Heineman.

No. MC 40215 (Sub No. 11), filed October 13, 1960. Applicant: RICHARDSON TRANSFER & STORAGE CO., INC., 246 North Fifth Street, Salina, Kans. Applicant's attorney: Tom B. Kretzinger, Suite 1014-18 Temple Building, Kansas City 6, Mo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods* as defined by the Commission; between points in Arizona, Arkansas, California, the District of Columbia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Michigan, Missouri, New Mexico, Kansas, Wisconsin, Wyoming, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Virginia, Idaho, Utah, Nevada, Colorado, Nebraska, South Dakota, Minnesota, and West Virginia.

HEARING: March 15, 1961, at the Park East Hotel, Kansas City, Mo., before Examiner William N. Culbertson.

No. MC 44300 (Sub No. 8) (AMENDMENT), filed November 25, 1960, published FEDERAL REGISTER, issue of December 9, 1960. Applicant: HESS CARTAGE COMPANY, 17065 Hess Avenue, Melvindale, Mich. Applicant's attorney: Walter N. Bieneman, Guardian Building, Detroit 26, Mich. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cement*, in bulk, in tank equipment, and *cement in bags*, from Detroit, Port Huron, Schoolcraft, and St. Joseph, Mich., to points in Indiana.

NOTE: The purpose of this republication is to include "cement in bags".

HEARING: Remains as assigned, February 24, 1961, at the Federal Building, Room 215, Lansing, Mich., before Joint Board No. 23.

No. MC 50069 (Sub No. 237), filed January 9, 1961. Applicant: REFINERS TRANSPORT & TERMINAL CORPORATION, 2111 Woodward Avenue, Detroit 1, Mich. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gas*, in bulk, in tank vehicles, from Alma, Mich., to points in Indiana.

HEARING: February 10, 1961, in Room 215 Federal Building, Lansing, Mich., before Joint Board No. 23.

No. MC 64808 (Sub No. 3), filed November 8, 1960. Applicant: W. S. THOMAS TRANSFER, INC., 404 Auburn Street, Fairmont, W. Va. Applicant's attorney: John A. Vuono, 1515 Park

Building, Pittsburgh 22, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Malt beverages*, in containers, (1) from Akron, Cincinnati, Cleveland, and Columbus, Ohio, Pittsburgh, Pa., and Baltimore and Cumberland, Md., to points in West Virginia, except points in Marion County, W. Va. (2) From Peoria, Ill., Louisville, Newport, and Covington, Ky., Detroit, Mich., St. Louis, Mo., Newark, N.J. and Milwaukee, Wis., to points in West Virginia, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified in this application, on return.

HEARING: March 20, 1961, in the City Council Chamber, City Hall, 501 Virginia Street, East, Charleston, W. Va., before Examiner Samuel C. Shoup.

No. MC 82331 (Sub No. 20), filed October 13, 1960. Applicant: WILLIAM F. CARTWRIGHT, doing business as SOUTH PROSPECT TRANSFER, 7207 Prospect Street, Kansas City, Mo. Applicant's attorney: Tom B. Kretzinger, Suite 1014-18 Temple Building, Kansas City 6, Mo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, between points in Alabama, Arkansas, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, South Carolina, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, Virginia, Wisconsin, South Dakota, Tennessee, and West Virginia.

HEARING: March 15, 1961, at the Park East Hotel, Kansas City, Mo., before Examiner William N. Culbertson.

No. MC 83539 (Sub No. 73), filed December 5, 1960. Applicant: C & H TRANSPORTATION CO., INC., 1935 West Commerce Street, P.O. Box 5976, Dallas, Tex. Applicant's attorney: W. T. Brunson, 419 Northwest Sixth Street, Oklahoma City, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cast iron pipe and fittings*, from Chattanooga, Tenn., to points in Arkansas, Connecticut, Kansas, Maine, Massachusetts, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Oklahoma, Pennsylvania, Rhode Island, South Dakota, Texas, and Vermont.

HEARING: March 16, 1961, in the Dinkler-Andrew Jackson Hotel, Nashville, Tenn., before Examiner Edith H. Cockrill.

No. MC 83539 (Sub No. 76), filed January 3, 1961. Applicant: C & H TRANSPORTATION CO., INC., 1935 West Commerce Street, P.O. Box 5976, Dallas, Tex. Applicant's attorney: W. T. Brunson, 419 Northwest Sixth Street, Oklahoma City, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Commodities*, the loading, unloading or transportation of which, because of size, weight, or shape, require the use of special equipment or handling; (2) *parts and attachments of commodities* describ-

ed in (1) above, when moving in connection with shipments of such commodities; (3) *machinery, equipment, materials and supplies*, used in or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas and petroleum and their products and by-products; and (4) *machinery, materials, equipment and supplies* used in, or in connection with, the construction, operation, repair, servicing, maintenance and dismantling of pipe lines, including the stringing and picking up thereof, between points in Alaska, Arizona, Colorado, Montana, Nevada, New Mexico, Utah, and Wyoming, on the one hand, and, on the other, points in Michigan and Wisconsin.

HEARING: February 27, 1961, at the U.S. Court Rooms, Salt Lake City, Utah, before Examiner Parks M. Low.

No. MC 86913 (Sub No. 11), filed December 20, 1960. Applicant: HUNTER MOTOR LINES, INC., Sanford, N.C. Applicant's attorney: Edward G. Villalon, 1111 E Street NW, Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber*; between points in North Carolina and South Carolina.

HEARING: March 8, 1961, at the U.S. Court Rooms, Uptown Post Office Building, Raleigh, N.C., before Joint Board No. 2.

No. MC 94201 (Sub No. 41), filed November 3, 1960. Applicant: BOWMAN TRANSPORTATION, INC., P.O. Box 2188, East Gadsden, Ala. Applicant's attorney: Maurice F. Bishop, 325-29 Frank Nelson Building, Birmingham 3, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, and except dangerous explosives, livestock, household goods as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, commodities in bulk, and those requiring special equipment; (1) between Attala, Ala., and Chattanooga, Tenn., over U.S. Highway 11, serving no intermediate or off-route points, as an alternate route for operating convenience only, and (2) between Centre, Ala., and Summerville, Ga., from Centre, over Alabama Highway 9 to the junction of Alabama Highway 9 and Alabama Highway 68, thence over Alabama Highway 68 to the Alabama-Georgia State line, thence over Georgia Highway 114 to Summerville, and return over the same route, serving no intermediate or off-route points, as an alternate route for operating convenience only.

NOTE: The above routes for operating convenience only are in connection with applicant's existing regular-route operations between Birmingham, Ala., and Chattanooga, Tenn., authorized under Certificate MC 94201.

HEARING: March 23, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 239.

No. MC 94201 (Sub No. 42), filed November 3, 1960. Applicant: BOWMAN TRANSPORTATION, INC., P.O. Box 2188, East Gadsden, Ala. Appli-

NOTICES

cant's attorney: Maurice F. Bishop, 325-29 Frank Nelson Building, Birmingham 3, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Yarn* (nylon, rayon, or synthetic fiber), *tire cord yarn*, *tire fabrics*, *winding cores*, *discs*, *cones*, *tubes*, *reels*, *beams*, *bobbins* and *empty containers*, between Pensacola and Gonzalez, Fla., on the one hand, and, on the other, Decatur, Ala., and Shelbyville, Tenn.

HEARING: March 23, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 99.

No. MC 97726 (Sub No. 1) (REPUBLICATION), filed August 24, 1960, published in the *FEDERAL REGISTER*, issue of September 21, 1960. Applicant: AAA MOTOR LINES, INC., 1205 Reeves Street, Dothan, Ala. Applicant's attorney: Sol H. Proctor, 1730 Lynch Building, Jacksonville 2, Fla. The subject application, published in the *FEDERAL REGISTER* issue of September 21, 1960, sought a Certificate of Public Convenience and Necessity for the same operations conducted by applicant under the second proviso of section 206(a)(1) in the State of Alabama, and in addition an extension of operations between Abbeville, Ala., and Fort Gaines, Ga. The application as originally filed inadvertently omitted a request for authority to transport general commodities, with the usual exceptions, between Dothan and Ashford, Ala., over U.S. Highway 84, serving all intermediate points. The purpose of this republication is to add the request for the foregoing authority.

CONTINUED HEARING: March 27, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 157.

No. MC 102616 (Sub No. 693), filed August 15, 1960. Applicant: COASTAL TANK LINES, INC., 501 Grantley Road, York, Pa. Applicant's attorney: Harold G. Hernly, 1824 Eye Street NW, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lard*, in bulk, in tank vehicles, from Pittsburgh, Pa., to Cincinnati and Akron, Ohio.

HEARING: March 6, 1961, in the New Federal Building, Pittsburgh, Pa., before Joint Board No. 150, or, if the Joint Board waives its right to participate, before Examiner Samuel C. Shoup.

No. MC 102616 (Sub No. 697), filed December 20, 1960. Applicant: COASTAL TANK LINES, INC., 501 Grantley Road, York, Pa. Applicant's attorney: Harold G. Hernly, 1624 Eye Street NW, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Aviation gasoline*, in bulk, in tank vehicles, from Neville Island, Pa., to Sutton, Braxton County, W. Va.

HEARING: March 6, 1961, in the New Federal Building, Pittsburgh, Pa., before Examiner Samuel C. Shoup.

No. MC 102948 (Sub No. 8), filed November 14, 1960. Applicant: D. L. BAKER, 300 North Chestnut Street, Warren, Ark. Applicant's attorney: Ed E. Ashbaugh, Game and Fish Building, Little Rock, Ark. Authority sought to

operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Lumber*, from points in Bradley, Ashley, and Drew Counties, Ark., to points in Tennessee east of U.S. Highways 31 and 31W. (2) *Lumber*, from points in Grant and Jefferson Counties, Ark., to points in Mississippi, and from points in Mississippi to points in Arkansas. (3) *Lumber*, from points in Missouri to points in Ashley, Bradley, and Drew Counties, Ark. (4) *Manufactured feed*, from Memphis, Tenn., and points in Missouri to points in Arkansas. (5) *Fertilizer (commercial) and its component parts*, from Memphis, Tenn., and points in Louisiana and Missouri to points in Arkansas.

HEARING: March 31, 1961, in the Arkansas Commerce Commission, Justice Building, State Capitol, Little Rock, Ark., before Examiner Edith H. Cockrill.

No. MC 104004 (Sub No. 157), filed January 10, 1961. Applicant: ASSOCIATED TRANSPORT, INC., 380 Madison Avenue, New York 17, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, and except Classes A and B explosives, household goods as defined by the Commission; serving the site of Melton Hill Dam of the Tennessee Valley authority, located southwest of Knoxville, Tenn., on the Clinch River and points within five (5) miles thereof, as off-route points in connection with applicant's regular routes.

HEARING: January 30, 1961, at the Dinkler-Andrew Jackson Hotel, Nashville, Tenn., before Joint Board No. 107, or, if the Joint Board waives its right to participate, before Examiner A. Lane Cricher.

No. MC 106398 (Sub No. 168), filed December 19, 1960. Applicant: NATIONAL TRAILER CONVOY, INC., 1916 North Sheridan Road, Tulsa, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles in initial movements in truckaway service; from points in Kansas except Great Bend, Newton, Hutchinson, Wichita, and Coffeyville, Kans. to points in the United States except Hawaii but including Alaska.

HEARING: March 22, 1961, at the Hotel Lassen, Wichita, Kans., before Examiner William N. Culbertson.

No. MC 106497 (Sub No. 19), filed December 15, 1960. Applicant: PARK-HILL TRUCK COMPANY, a corporation, 4209 South Memorial Drive, Tulsa, Okla. Applicant's attorney: Tom B. Kretsinger, Suite 1014-18 Temple Building, Kansas City, Mo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Commodities*, the transportation of which, because of their size or weight, require the use of special equipment or special handling, and related machinery parts and related contractors' materials and supplies, when their transportation is incidental to the transportation by said carrier of commodities which by reason of size or weight require special equipment or special handling, between

points in California, Washington, Oregon, Arizona, Nevada, Idaho, Utah, Montana, Wyoming, and Colorado.

HEARING: January 23, 1961, at the New Customs House, Denver, Colo., before Examiner Leo W. Cunningham.

No. MC 106965 (Sub No. 154), filed December 28, 1960. Applicant: M. I. O'BOYLE & SON, INC., 1825 Jefferson Place NW, Washington 6, D.C. Applicant's attorney: Dale C. Dillon (same as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid petroleum wax*, in bulk, in tank vehicles, from Emlenton and Farmers Valley, Pa., to points in North Carolina.

HEARING: February 20, 1961, in the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner C. Evans Brooks.

No. MC 106965 (Sub No. 157), filed December 28, 1960. Applicant: M. I. O'BOYLE & SON, INC., doing business as O'BOYLE TANK LINES, 1825 Jefferson Place NW, Washington 6, D.C. Applicant's attorney: Dale C. Dillon, 1825 Jefferson Place NW, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry commodities*, except cement, in bulk, in tank or covered hopper vehicles, between Baltimore, Md.; Claymont, Del.; Edgewater, Elizabeth, Bound Brook, Haledon, Passaic, and Whippany, N.J.; Johnsonburg, Newell, Philadelphia, and Sunbury, Pa., on the one hand, and, on the other, points in Delaware, Maryland, New Jersey, New York, Pennsylvania, Virginia, West Virginia, and the District of Columbia.

HEARING: February 23, 1961, in the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner A. Lane Cricher.

No. MC 107475 (Sub No. 45), filed November 3, 1960. Applicant: DANCE FREIGHT LINES, INC., 728 National Avenue, Lexington, Ky. Applicant's attorney: Paul M. Daniell, 214 Grant Building, Atlanta 3, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment; between Cartersville, Ga., and Kingsport, Tenn., from Cartersville over U.S. Highway 411 to Greeneville, Tenn., thence over Tennessee Highway 93 to junction of Tennessee Highway 93 and Tennessee Highway 81, thence over Tennessee Highway 81 to Kingsport, Tenn., and return over the same route, serving Maryville, Tenn., and the intermediate point of Newport, Tenn., for the purpose of joinder to present routes only, as an alternate route for operating convenience only, in connection with carrier's authorized regular-route operations.

HEARING: March 17, 1961, at the Georgia Public Service Commission, 244 Washington Street SW, Atlanta, Ga., before Joint Board No. 238.

No. MC 107475 (Sub No. 48), filed January 9, 1961. Applicant: DANCE

FREIGHT LINES, INC., 286 New Circle Road, Lexington, Ky. Applicant's attorney: Clifford E. Sanders, 321 East Center Street, Kingsport, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, those requiring special equipment, and those injurious or contaminating to other lading, serving the Tennessee Valley Authority's Melton Hill Dam site located on the Clinch River about four and one-half miles from the Loudon County junction of U.S. Highways 70 and 11 southwest of Knoxville, Tenn., as an off-route point in connection with applicant's present regular route authority.

HEARING: January 30, 1961, at the Dinkler-Andrew Jackson Hotel, Nashville, Tenn., before Joint Board No. 107, or, if the Joint Board waives its right to participate, before Examiner A. Lane Cricher.

No. MC 107515 (Sub No. 359), December 6, 1960. Applicant: REFRIGERATED TRANSPORT CO., INC., 290 University Avenue S.W., Atlanta 10, Ga. Applicant's attorney: Paul M. Daniell, 214 Grant Building, Atlanta 3, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*; from Memphis, Tenn., to points in Alabama, Florida, North Carolina, and South Carolina.

HEARING: March 20, 1961, in the Claridge Hotel, Memphis, Tenn., before Examiner Edith H. Cockrill.

No. MC 107715 (Sub No. 3), filed November 25, 1960. Applicant: ALLAN ARTHUR TRANSPORTATION, INC., 3706 East 26th Street, Los Angeles 23, Calif. Applicant's attorney: Warren N. Grossman, 740 Roosevelt Building, 727 West Seventh Street, Los Angeles, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fertilizer*, from points in California, south of the northern boundaries of San Luis Obispo, Kern, and San Bernardino Counties, Calif., to points in Nevada.

HEARING: March 8, 1961, at the Federal Building, Los Angeles, Calif., before Joint Board No. 78, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 109637 (Sub No. 171) (RE-PUBLICATION), filed December 5, 1960, published in the FEDERAL REGISTER issue of December 29, 1960. Applicant: SOUTHERN TANK LINES, INC., 4107 Bells Lane, Louisville 11, Ky. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products* (except asphalt and asphaltic derivatives from Columbia Park, Ohio), in bulk, in tank vehicles, from points in Hamilton County, Ohio, to points in Kentucky west of U.S. Highway 31-W (except points in Jefferson County, Ky.).

NOTE: Common control may be involved. The purpose of this republication is to include the transportation of *petroleum*

naptha, excluded in the application as originally filed.

HEARING: Remains as assigned January 24, 1961, at the Kentucky Hotel, Louisville, Ky., before Joint Board No. 37, or, if the Joint Board waives its right to participate, before Examiner A. Lane Cricher.

No. MC 111045 (Sub No. 10), filed January 9, 1961. Applicant: REDWING CARRIERS, INC., P.O. Box 426, Tampa, Fla. Applicant's attorney: James E. Wilson, Perpetual Building, 1111 E Street, NW, Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquified petroleum gas*, in bulk, in tank vehicles; (a) from Terminals on the Trans Southern Pipe line in Alabama to points in Alabama and Georgia. (b) From Terminals on the Trans Southern Pipe line in Georgia to points in Alabama, Florida, Georgia, South Carolina, and Tennessee. (c) From Terminals on the Trans Southern Pipe line in South Carolina to points in Georgia, North Carolina, and South Carolina. (d) From Terminals on the Trans Southern Pipe line in North Carolina to points in Georgia, North Carolina, and South Carolina.

HEARING: January 30, 1961, at the Florida Railroad Commission, Tallahassee, Fla., before Examiner James I. Carr.

No. MC 111170 (Sub-No. 66), filed December 12, 1960. Applicant: WHEELING PIPE LINE, INC., P.O. Box 270, El Dorado, Ark. Applicant's attorney: Thomas Harper, Kelley Building, P.O. Box 297, Fort Smith, Ark. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, as defined in Appendix XIII to Descriptions in Motor Carrier Certificates, 61 M.C.C. 209-296, in bulk, in tank vehicles, (1) from points in Union County, Ark., to points in Missouri, and points in Harris and Galveston Counties, Tex.; (2) from Port Arthur, Tex., to points in Arkansas; (3) from points in Harris and Galveston Counties, Tex., to points in Arkansas and Tennessee; (4) from Hawkins, Tex., to points in Warren and Washington Counties, Miss.; (5) from points in Union and Columbia Counties, Ark., and points in Claiborne Webster, and Caddo Parishes, La., to Port Arthur, Tex.; (6) from Helena, Ark., to points in Mississippi, on and north of U.S. Highway 80; (7) from El Dorado, Ark., to points in Louisiana south of U.S. Highway 84, except points within 150 miles of Henderson, Tex., and except liquified petroleum products and (8) from West Port Arthur, Tex., to Poplar Bluff, Mo.

HEARING: March 30, 1961, in the Arkansas Commerce Commission, Justice Building, State Capitol, Little Rock, Ark., before Examiner Edith H. Cockrill.

No. MC 111397 (Sub No. 38), filed December 27, 1960. Applicant: DAVIS TRANSPORT, INC., 1345 South Fourth Street, Paducah, Ky. Applicant's attorney: Herbert S. Melton, Jr., Box 1282, Avondale Station, Paducah, Ky. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular

routes, transporting: *Coal spray oils, lubricating oils and residual fuel oils*, in bulk, in tank vehicles, from Memphis, Tenn., to points in Illinois, on and south of U.S. Highway No. 50.

HEARING: March 23, 1961, in the Claridge Hotel, Memphis, Tenn., before Examiner Edith H. Cockrill.

No. MC 112063 (Sub No. 5), filed November 9, 1960. Applicant: P.I.&I. MOTOR EXPRESS, INC., 836 South Irvine Avenue, Masury, Ohio. Applicant's representative: G. H. Dilla, 3350 Superior Avenue, Cleveland 14, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Commodities* usually dealt in by wholesale food houses and *materials and supplies*, incidental to such business, and *empty containers or other such incidental facilities* (not specified), used in transporting the commodities specified above, between New Brighton and Sharon, Pa., on the one hand, and, on the other, points in Illinois, on and north of U.S. Highway 40; and points in Indiana, on and north of U.S. Highway 50; points in Ohio, on and north of U.S. Highway 50, and points in Wisconsin, on and south of U.S. Highway 10.

HEARING: March 8, 1961, in the New Federal Building, Pittsburgh, Pa., before Examiner Samuel C. Shoup.

No. MC 112070 (Sub-No. 7), filed October 21, 1960. Applicant: GRAY MOVING & STORAGE, INC., 1255 South Pearl Street, Denver, Colo. Applicant's attorney: Marion F. Jones, Suite 526, Denham Building, Denver 2, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, between Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New York, New Jersey, Ohio, Oklahoma, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, West Virginia, Wisconsin, and Wyoming.

NOTE: Applicant is seeking authority to perform non-radial service between points in all states in which it presently holds either radial or non-radial authority. Upon the granting of this application it will cancel all present household goods authority.

HEARING: March 15, 1961, at the Park East Hotel, Kansas City, Mo., before Examiner William N. Culbertson.

No. MC 112446 (Sub No. 31), filed November 10, 1960. Applicant: REFINERS TRANSPORT, INC., 1300 51st Avenue, North, Nashville, Tenn. Applicant's attorney: Clarence Evans, Third National Bank Building, Nashville, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fly Ash* in bulk, in hopper and/or tank type vehicles, from the plant sites of the Tennessee Valley Authority located in Alabama, Kentucky, and Tennessee to points in Alabama, Kentucky, and Tennessee.

HEARING: March 21, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 284.

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No. MC 112446 (Sub No. 32), filed November 21, 1960. Applicant: **REFINERS TRANSPORT, INC.**, 1300 51st Avenue, North, Nashville, Tenn. Applicant's attorney: Clarence Evans, Third National Bank Building, Nashville 3, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lard*, in bulk, in tank vehicles, from Nashville, Tenn., to points in Kentucky and Virginia.

HEARING: March 15, 1961, in the Dinkler-Andrew Jackson Hotel, Nashville, Tenn., before Joint Board No. 277, or, if the Joint Board waives its right to participate, before Examiner Edith H. Cockrill.

No. MC 112497 (Sub No. 168), filed October 3, 1960. Applicant: **HEARIN TANK LINES, INC.**, 6440 Rawlins Street, Baton Rouge, La. Applicant's attorney: Harry C. Ames, Jr., Transportation Building, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Muriatic acid*, in bulk, in tank vehicles, from Anniston, Ala., to points in Florida.

HEARING: March 24, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 99.

No. MC 112497 (Sub No. 171), filed December 12, 1960. Applicant: **HEARIN TANK LINES, INC.**, 6440 Rawlins Street, Baton Rouge, La. Applicant's attorney: Mr. Harry C. Ames, Jr., Transportation Building, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Hydrofluosilicic acid*, in bulk, in tank vehicles, from East Point, Ga., to points in Alabama and Tennessee.

HEARING: March 15, 1961, at the Georgia Public Service Commission, 244 Washington Street SW., Atlanta, Ga., before Joint Board No. 239.

No. MC 112497 (Sub No. 172), filed December 12, 1960. Applicant: **HEARIN TANK LINES, INC.**, 6440 Rawlins Street, Baton Rouge, La. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Rosin sizings and synthetic resins*, in bulk, in tank vehicles, from Mobile, Ala., to Cantonment, Fla.

HEARING: March 22, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 98.

No. MC 112497 (Sub No. 173), filed December 29, 1960. Applicant: **HEARIN TANK LINES, INC.**, 6440 Rawlins Street, Baton Rouge, La. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Synthetic resins*, in bulk, in tank vehicles, from Mobile, Ala., to Counce, Tenn., and points within ten miles thereof.

HEARING: March 22, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 110.

No. MC 112798 (Sub No. 3), filed December 12, 1960. Applicant: **BADGETT TRUCKING CO.**, a corporation, 4301 Kanawha Turnpike, South Charleston, W. Va. Applicant's attorney: Ernie Adamson, Aspen Hill, Middleburg, Va. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Heavy machinery*

and commodities requiring special equipment to load or unload; between points in West Virginia, Pennsylvania, Ohio, Kentucky, Virginia, North Carolina, and Maryland within 150 airline miles of South Charleston, W. Va.

HEARING: March 22, 1961, in the City Council Chamber, City Hall, 501 Virginia Street East, Charleston, W. Va., before Examiner Samuel C. Shoup.

No. MC 113336 (Sub No. 42), filed January 10, 1961. Applicant: **PETROLEUM TRANSIT COMPANY, INC.**, Lumberton, N.C. Applicant's attorney: James E. Wilson, Perpetual Building, 1111 E Street NW., Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquified petroleum gas*, in bulk, in tank vehicles: (a) from Terminals on the Trans Southern Pipe line in Alabama to points in Alabama and Georgia. (b) From Terminals on the Trans Southern Pipe line in Georgia to points in Alabama, Florida, Georgia, South Carolina, and Tennessee. (c) From Terminals on the Trans Southern Pipe line in South Carolina to points in Georgia, North Carolina, and South Carolina. (d) From Terminals on the Trans Southern Pipe line in North Carolina to points in Georgia, North Carolina, and South Carolina.

NOTE: Common control may be involved.

HEARING: January 30, 1961, at the Florida Railroad Commission, Tallahassee, Fla., before Examiner James I. Carr.

No. MC 113388 (Sub No. 31), filed December 19, 1960. Applicant: **LESTER C. NEWTON TRUCKING CO.**, a corporation, Bridgeville, Del. Applicant's attorney: H. Charles Ephraim, 1001 15th Street NW., Washington 5, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*; from Morgantown, Pottstown, and Boyertown, Pa., to points in Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, and the District of Columbia.

HEARING: February 23, 1961, in the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William J. Cave.

No. MC 114091 (Sub No. 34), filed December 19, 1960. Applicant: **DIRECT TRANSPORT COMPANY OF KENTUCKY, INC.**, 3601 South Seventh Street, Louisville, Ky. Applicant's attorney: Walter Harwood, Nashville Trust Building, Nashville 3, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fly ash*, in bulk, in hopper and tank type vehicles; from the site of plants of the Tennessee Valley Authority located in Alabama, Kentucky, and Tennessee, to points in Alabama, Kentucky, and Tennessee.

HEARING: March 21, 1961, at the U.S. Court Rooms, Montgomery, Ala., before Joint Board No. 284.

No. MC 114091 (Sub No. 35), filed January 6, 1961. Applicant: **DIRECT TRANSPORT COMPANY OF KENTUCKY, INC.**, 3601 South Seventh Street, Louisville, Ky. Applicant's at-

torney: Walter Harwood, Nashville Trust Building, Nashville 3, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products* (except petroleum naphtha) and (except asphalt and asphaltic derivatives from Columbia Park, Ohio) in bulk, in tank vehicles, from points in Hamilton County, Ohio, to points in Kentucky west of U.S. Highway 31-W (except points in Jefferson County, Ky.).

HEARING: January 24, 1961, at the Kentucky Hotel, Louisville, Ky., before Joint Board No. 37, or, if the Joint Board waives its right to participate, before Examiner A. Lane Cricher.

No. MC 114091 (Sub No. 36), filed January 10, 1961. Applicant: **DIRECT TRANSPORT COMPANY OF KENTUCKY, INC.**, 3601 South Seventh Street, Louisville, Ky. Applicant's attorney: Walter Harwood, Nashville Trust Building, Nashville 3, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gas*, in bulk, in tank vehicles, from terminals on the Trans Southern Pipe Line (1) in Alabama, to points in Mississippi, Alabama, Florida, Georgia, Tennessee, North Carolina, and Kentucky; (2) in Georgia, to points in Alabama, Florida, Georgia, South Carolina, Tennessee, and North Carolina; (3) in South Carolina, to points in North Carolina, South Carolina, Georgia, Tennessee, and Florida; (4) in North Carolina, to points in Georgia, South Carolina, North Carolina, Virginia, and Tennessee; (5) in Virginia, to points in North Carolina, Tennessee, Virginia, and West Virginia and (6) in Louisiana, to points in Mississippi, Louisiana, Alabama, and Arkansas.

HEARING: January 30, 1961, at the Florida Railroad Commission, Tallahassee, Fla., before Examiner James I. Carr.

No. MC 114529 (Sub No. 4), filed November 14, 1960. Applicant: **TRAVELERS MOTOR FREIGHT, INC.**, 42-38th Street, Wheeling, W. Va. Applicant's attorney: John D. Herbert, 44 East Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment, in truckloads only, between points in Ohio, on the one hand, and, on the other, Newark, N.J., and points in New Jersey and New York within thirty miles of Newark, N.J., by eliminating the present Gateway of Marshall County, W. Va.

NOTE: The purpose of this application is to eliminate the Marshall County, W. Va., gateway, thereby making it possible for applicant to travel directly from the Ohio area via the turnpike in Ohio, Pennsylvania, and New Jersey to the Newark, N.J., area. Applicant is now authorized to transport general commodities (usual exceptions), in truckloads only, between all points in Ohio, on the one hand, and on the other, points in Marshall County, W. Va., and is further authorized to transport general commodities (usual exceptions) from Marshall County, W. Va., on the one hand, and, on the other, points

in Newark, N.J., and points in New Jersey and New York within thirty miles of Newark, N.J. Applicant is presently transporting substantial amounts of traffic between these areas through the Marshall County gateway in effective competition with other carriers, and desires to eliminate said gateway and operate over the turnpikes for the improvement of safety and operating economy.

HEARING: March 14, 1961, in the New Post Office Building, Columbus, Ohio, before Examiner Samuel C. Shoup.

No. MC 115732 (Sub No. 6), filed January 10, 1961. Applicant: FRANK C. MARTIN, doing business as MARTIN PROPANE TRANSPORT, 517 Chancery Street, McMinnville, Tenn. Applicant's attorney: Walter Harwood, Nashville Trust Building, Nashville 3, Tenn. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gas*, in bulk, in tank vehicles, from terminals on the Trans Southern Pipe Line, (1) in Alabama, to points in Mississippi, Alabama, Florida, Georgia, Tennessee, North Carolina, and Kentucky; (2) in Georgia, to points in Alabama, Florida, Georgia, South Carolina, Tennessee, and North Carolina; (3) in South Carolina, to points in North Carolina, South Carolina, Georgia, Tennessee, and Florida; (4) in North Carolina, to points in Georgia, South Carolina, North Carolina, Virginia, and Tennessee; (5) in Virginia, to points in North Carolina, Tennessee, Virginia, and West Virginia, and (6) in Louisiana, to points in Mississippi, Louisiana, Alabama, and Arkansas.

HEARING: January 30, 1961, at the Florida Railroad Commission Tallahassee, Fla., before Examiner James I. Carr.

No. MC 117119 (Sub No. 13), filed October 19, 1960. Applicant: WILLIS SHAW FROZEN EXPRESS, INC., Elm Springs, Ark. Applicant's attorneys: A. Alvis Layne, Pennsylvania Building, Washington 4, D.C., and John H. Joyce, 26 North College, Fayetteville, Ark. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Frozen foods*, from Hammond, La., to points in Colorado, Idaho, Michigan, Minnesota, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Washington, Wisconsin, and Wyoming; Van Buren, Springdale, and Fayetteville, Ark., and Carthage, Mo.

HEARING: March 28, 1961, in the Arkansas Commerce Commission, Justice Building, State Capitol, Little Rock, Ark., before Examiner Edith H. Cockrill.

No. MC 117119 (Sub No. 14), filed November 4, 1960. Applicant: WILLIS SHAW FROZEN EXPRESS, INC., Elm Springs, Ark. Applicant's attorneys: A. Alvis Layne, Pennsylvania Building, Washington 4, D.C., and John H. Joyce, Esq., 26 North College, Fayetteville, Ark. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Frozen foods and frozen poultry*, from Fayetteville, Fort Smith, Dardanelle, Clarksdale, Johnson, Berryville, Bentonville, Little Rock, Rodgers, Siloam Springs, and Springdale, Ark., and Carthage and Marionville, Mo., to points in Wisconsin

and Minnesota, and *empty containers or other such incidental facilities*, used in transporting the above-described commodities, on return.

HEARING: March 29, 1961, in the Arkansas Commerce Commission, Justice Building, State Capitol, Little Rock, Ark., before Examiner Edith H. Cockrill.

No. MC 117119 (Sub No. 15), filed December 23, 1960. Applicant: WILLIS SHAW FROZEN EXPRESS, INC., Elm Springs, Ark. Applicant's attorney: A. Alvis Layne, Pennsylvania Building, Washington 4, D.C., and John H. Joyce, 26 North College, Fayetteville, Ark. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods and frozen poultry*, from Fayetteville, Fort Smith, Dardanelle, Clarksdale, Johnson, Berryville, Bentonville, Little Rock, Rodgers, Siloam Springs, and Springdale, Arkansas, and Carthage, and Marionville, Mo., to points in Indiana, Kentucky, Michigan, and Ohio, and *empty containers or other such incidental facilities* (not specified), used in transporting the commodities specified, on return.

HEARING: March 7, 1961, at the Mark Twain Hotel, St. Louis, Mo., before Examiner William N. Culbertson.

No. MC 117344 (Sub No. 61), filed November 4, 1960. Applicant: THE MAXWELL CO., a corporation, 10380 Evendale Drive, Cincinnati 15, Ohio. Applicant's attorney: Herbert Baker, 50 West Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lacquers, paints, resins, varnishes and surface coating compounds*, in bulk, in tank vehicles, from Cincinnati, Ohio, to points in Missouri, and *empty containers or other such incidental facilities*, used in transporting the above-specified commodities, on return.

HEARING: March 13, 1961, in the New Post Office Building, Columbus, Ohio, before Examiner Samuel C. Shoup.

No. MC 117765 (Sub No. 10), filed December 5, 1960. Applicant: HAHN TRUCK LINE, INC., 210 East Sixth Street, P.O. Box 852, South Hutchinson, Kans. Applicant's attorney: Rufus H. Lawson, P.O. Box 7342, Oklahoma City, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cereal malt beverages and advertising matter*, (a) from Chicago, Ill., to points in Kansas except Great Bend, Hutchinson, Liberal, and Wichita. (b) From Belleville, Ill., to points in Kansas except Hutchinson, Great Bend, and Wichita. (c) From Milwaukee, Wis., South Bend, Ind., and points in the Minneapolis-St. Paul, Minn., Commercial Zone to points in Kansas, and *empty containers and pallets*, on return, in connection with (a), (b), and (c) above. (2) *Bailing or binding wire and baling or binder twine*, in packages, from Galveston and Houston, Tex., to points in Iowa, Kansas, Minnesota, Nebraska, Oklahoma, and South Dakota. (3) *Fertilizer*, dry, in bulk or in packages, from Texas City, Tex., and within a 10 mile radius thereof.

HEARING: March 13, 1961, at the Hotel Lassen, Wichita, Kans., before Examiner William N. Culbertson.

No. MC 117865 (Sub No. 1) (CORRECTION), filed November 23, 1960, published in the FEDERAL REGISTER issue of December 29, 1960. Applicant: ERIC LORENTZEN, 5 Beacon Road, Hull, Mass. Applicant's attorney: Mary E. Kelley, 10 Tremont Street, Boston 8, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, (1) from Baltimore, Md., to Worcester and Brockton, Mass., and Manchester, N.H., and (2) from Weehawkin, N.J., and New York, N.Y., to Manchester, N.H., and *exempt commodities* of (1) and (2) above, on return.

NOTE: The purpose of this republication is to correct the spelling of Weehawkin, N.J., in (2) above.

HEARING: Remains as assigned February 8, 1961, at the New Post Office and Court House Building, Boston, Mass., before Examiner Alton R. Smith.

No. MC 118142 (Sub No. 4), filed November 17, 1960. Applicant: M. BRUENGER & CO., INC., 400 East 21st Street, Wichita, Kans. Applicant's attorney: John E. Jandera, 641 Harrison Street, Topeka, Kans. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, packing house products and commodities used by packing houses*, as defined by the Commission in Appendix I Descriptions in Motor Carrier Certificates, 61 M.C.C. 209, 272-273, as modified in 61 M.C.C. 766, in peddle services in vehicles equipped with temperature control devices and meat racks and rails, between Arkansas City, Kans., and Amarillo and Lubbock, Tex., and points within a 50 mile radius of Gallup, Albuquerque, and Santa Fe, N. Mex., and points within a 50-mile radius of Phoenix and Tucson, Ariz., and San Pedro, San Diego, Los Angeles, and San Francisco Commercial Zone, Calif., and Portland, Oreg., and Seattle and Spokane, Wash.

HEARING: March 20, 1961, at the Hotel Lassen, Wichita, Kans., before Examiner William N. Culbertson.

No. MC 118661 (Sub No. 2), filed December 19, 1960. Applicant: HERMAN R. EWELL, INC., East Earl (Lancaster County), Pa. Applicant's attorney: Andrew Wilson Green, Pennsylvania State Chamber of Commerce Building, 222 North Third Street, Harrisburg, Pa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Ice cream, frozen dairy products, and frozen desserts*, in vehicles equipped with mechanical refrigeration, under continuing contracts with Hershey Creamery Company, Harrisburg, Pa.; from Harrisburg, Pa., to Schenectady, N.Y., and *empty containers or other such incidental facilities*, used in transporting

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the above-described commodities, on return.

NOTE: Applicant presently holds common carrier authority in MC-114123 and Subs thereunder, therefore dual operations may be involved.

HEARING: February 20, 1961, in the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Maurice S. Bush.

No. MC 118831 (Sub No. 12), filed January 12, 1961. Applicant: Central Transport, Incorporated, P.O. Box 5044, High Point, N.C. Applicant's attorney: Francis W. McInerny, 1625 K Street NW., Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gas*, (1) from terminals on the Trans Southern Pipe line in Georgia to points in Alabama, Florida, Georgia, South Carolina, and Tennessee; (2) from terminals on the Trans Southern Pipe line in South Carolina to points in Georgia, North Carolina, and South Carolina; and (3) from terminals on the Trans Southern Pipe line in North Carolina to points in Georgia, North Carolina, and South Carolina.

HEARING: January 30, 1961, at the Florida Railroad Commission, Tallahassee, Fla., before Examiner James I. Carr.

No. MC 119256 (Sub No. 3), filed November 16, 1960. Applicant: PETROLEUM TRANSIT CORPORATION OF SOUTH CAROLINA, Hardeeville, S.C. Applicant's attorney: Edward G. Villalon, Perpetual Building, 1111 E Street NW., Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid asphalt*, in tank vehicles from Port Wentworth, Ga., to Chattanooga, Tenn., and points within ten miles thereof, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified above, on return.

HEARING: March 16, 1961, at the Georgia Public Service Commission, 244 Washington Street SW., Atlanta, Ga., before Joint Board No. 238.

No. MC 119637 (Sub No. 1) (AMENDMENT), filed November 15, 1960, published in the FEDERAL REGISTER issue of December 29, 1960. Applicant: SILVER BROS. CO., INC., 177 Granite Street, Manchester, N.H. Applicant's attorney: G. Marshall Abbey, Forty Stark Street, Manchester, N.H. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Syrups and nonalcoholic carbonated beverages*, in bottles and cans, *ingredients* used in the manufacture thereof, in containers, and *miscellaneous materials and supplies*, consisting of *containers, partitions, caps, labels, bottling machine parts and advertising materials and displays*, between Manchester, N.H., and points in Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, and New Jersey. Applicant states the proposed service shall be performed under a continuing contract or contracts with Cott Bottling Co., Inc., Cott Pure Fruit Syrup Corp., and Cott Bottling Co. of Portland,

Inc., Cott Bottling Co. of Somerville, Mass., Inc., Cott Bottling Co., of New Jersey, Inc., and American Dry Beverage Corporation, all of Manchester, N.H.

NOTE: The purpose of this republication is (1) to add three additional shippers, (2) confirm that the proposed operations are non-radial and (3) advise that applicant has pending a proceeding in MC 119637 which duplicates, in part, the above-described operations.

HEARING: Remains as assigned February 9, 1961, at the New Hampshire Public Service Commission, Concord, N.H., before Examiner Alton R. Smith.

No. MC 119793 (REPUBLICATION-CLARIFICATION), filed May 16, 1960, published in the FEDERAL REGISTER issue of August 24, 1960, and republished November 16 and 30, 1960. Applicant: DEWEY WILFONG, FOREST G. WETZEL, RALPH ROY, BLAINE NESTOR, AND ERNEST NESTOR, a partnership, doing business as WWRN COMPANY, 7 North Main Street, Philippi, W. Va. Applicant's attorney: Paul B. Ware, Philippi, W. Va. As clarified and amended in this republication applicant seeks authority to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Such commodities* as are dealt in by wholesale, retail and chain grocery and food business houses, from points in Fayette and Westmoreland Counties, Pa., to Elkins (Randolph County), Parsons (Tucker County), Harmon (Randolph County), and Philippi (Barbour County), W. Va., and *empty containers or other such incidental facilities* (not specified) used in transporting the above-described commodities, on return.

CONTINUED HEARING: Remains as assigned January 25, 1961, at the City Council Chamber, City Hall, 501 Virginia Street, East, Charleston, W. Va., before Examiner Frank J. Mahoney.

No. MC 123080 (REPUBLICATION), published in the FEDERAL REGISTER issue of October 26, 1960. Applicant: HET CARRIERS, INC., 601 Commerce Road, Linden, N.J. Applicant's attorney: Herman B. J. Weckstein, 1060 Broad Street, Newark 2, N.J. As originally filed applicant sought authority as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Glued laminated and solid timber structural members, products, prefabricated wooden buildings, and equipment or accessories moving with these products, to construction projects of churches, residences, farm buildings, industrial and commercial warehouses*; (1) from Linden, N.J., to points in Connecticut, Delaware, the District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Virginia, and returned and rejected shipments, on return; and (2) between points in the above States only from rail sidings to which there has been a prior movement of these commodities by rail.

NOTE: Applicant states the above operations will be under a continuing contract with Rilco Laminated Products, a division of Weyerhaeuser Company. At the hearing held November 30, 1960, at Washington, D.C., before Hearing Examiner A. Lane Cricher,

the application was amended to enlarge the scope of the authority sought. A Report and Order, served January 5, 1961, finds applicant fit, willing, and able properly to perform operations as a *contract carrier*, by motor vehicle, in interstate or foreign commerce, over irregular routes, under a continuing contract with Rilco Laminated Products, a division of Weyerhaeuser Company, transporting: *Glued, laminated and/or solid timber structural members, prefabricated wooden buildings, and equipment or accessories moving with these commodities*, (1) from Linden, N.J., to points in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and the District of Columbia; (2) between points in the destination territory described in (1) above restricted to the transportation of said commodities which have had an immediately prior movement by rail; (3) *returned shipments of said commodities* from points in the destination territory described in (1) above to Linden, N.J., will be consistent with the public interest and the national transportation policy. The purpose of this republication is to advise that any person or persons who might have been prejudiced by the allowance of the amendment may, within 30 days from the date of this republication in the FEDERAL REGISTER, file an appropriate pleading.

No. MC 123177, filed October 31, 1960. Applicant: J. F. HUTCHISON AND W. N. WILKERSON, doing business as H & W CARRIERS, P.O. Box 7126, 3400 Democrat Road, Memphis 18, Tenn. Applicant's attorney: Charles M. Crump, Exchange Building, Memphis 3, Tenn. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Plastic pipe and pipe fittings*, from Memphis, Tenn., to points in Alabama, Arkansas, Louisiana, Mississippi, Missouri, Oklahoma, Tennessee, and Texas, (2) *Polyethylene and other plastic resins* from Longview, Houston, Baytown, Freeport, and Orange, Tex., Baton Rouge, La., and Kingsport, Tenn., to Memphis, Tenn. and (3) *portable water coolers and portable ice chests*, from Houston, Tex., to Memphis, Tenn., and to points in Arkansas, Louisiana, and Mississippi, and points in Texas east of U.S. Highway 65, and to Fort Worth, Tex.

HEARING: March 23, 1961, in the Claridge Hotel, Memphis, Tenn., before Examiner Edith H. Cockrill.

No. MC 123238, filed November 28, 1960. Applicant: ROBERT GRIM, doing business as ROBERT GRIM WELDING COMPANY, 1415 Brookdale Avenue, East Palestine, Ohio. Applicant's attorney: James R. Allison, Madden Building, East Palestine, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Used tractors* in secondary movements, by the truckaway method, to be used as replacements for wrecked or disabled tractors and *used trailers or used semi-trailers* to be used as replacement for wrecked, damaged or disabled trailers or semi-trailers; *wrecked, or disabled motor vehicles*, including *wrecked or disabled trailers or semi-trailers*; and *motor vehicle parts, accessories, supplies, and materials*, moving in wrecker equipment for use in connection with the repairing and reconditioning of damaged, disabled, or wrecked motor vehicles, trailers, and semi-trail-

ers; between points in Hancock, Brooke, Marshall, Wetzel, Monongalia, Preston, Marion, Tyler, Pleasants, Harrison, Taylor, Doddridge, Ritchie, Wood, Wirt, Jackson, Roane, Calhoun, Kanawha, Putnam, Lincoln, Wayne, Cabell, and Mason Counties, W. Va., Erie, Crawford, Mercer, Lawrence, Beaver, Washington, Greene, Warren, Forest, Clarion, Armstrong, Westmoreland, Fayette, Somerset, Venango Counties, Pa., and Columbiana, Mahoning, Trumbull, Ashland, Geauga, Cuyahoga, Portage, Stark, Summit, Wayne, Ashland, Holmes, Tuscarawas, Coshocton, Knox, Harrison, Lorain, Huron, Richland, Licking, Franklin, Fairfield, Muskingum, Guernsey, Belmont, Noble, Monroe, Washington, Jefferson, and Carroll Counties, Ohio.

HEARING: March 7, 1961, in the New Federal Building, Pittsburgh, Pa., before Joint Board No. 59, or, if the Joint Board waives its right to participate, before Examiner Samuel C. Shoup.

No. MC 123252 (CORRECTION) filed December 1, 1960, published in the *FEDERAL REGISTER* issue of December 21, 1960. Applicant: DOMINICK FARACI, doing business as BRUNSWICK FUEL OIL CO., 836 Ridgewood Avenue, North Brunswick, N.J. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Used crankcase oil (waste)*, in bulk, by tank trailer; from Astoria, Long Island, N.Y., Barryville (Narrowsburg), N.Y., Nassau, N.Y., and Glenmont, N.Y., to Morganville, N.J.

NOTE: The purpose of this republication is to correctly set forth the authority sought as described above.

HEARING: Remains as assigned January 23, 1961, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Charles J. Murphy.

No. MC 123256, filed December 5, 1960. Applicant: MESSENGER SERVICE, INC., 421 Market Street, Parkersburg, W. Va. Applicant's attorney: Gwynne B. Myers, Leveque Lincoln Towers, Columbus 15, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Documents and articles of rare or intrinsic value*, including but not restricted to monies, bullion, legal tender, stocks, bonds, negotiable and non-negotiable instruments and securities, postage, revenue stamps, precious metals and jewels and such other commodities as require special protection by guards in armored vehicles while in transit, and empty containers or other such incidental facilities, used in transporting the above-described commodities; between points in Washington, Meigs, and Athens Counties, Ohio, and the City of Parkersburg, W. Va., and points within a radius of sixty miles from Parkersburg, W. Va.

HEARING: March 21, 1961, in the City Council Chamber, City Hall, 501 Virginia Street, East, Charleston, W. Va., before Joint Board No. 61, or, if the Joint Board waives its right to participate, before Examiner Samuel C. Shoup.

No. MC 123304 filed December 20, 1960. Applicant: SOUTHERN COURRIERS, INC., 1316 North Carroll Street, Dallas,

Tex. Applicant's attorney: Ewell H. Muse, Suite 415, Perry-Brooks Building, Austin, Tex. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Such commercial papers, documents and written instruments* (except currency, coin and bullion) as are used in the businesses of banks and banking institutions; between points in Arkansas, those in Mississippi on and north of U.S. Highway 80, those in Missouri on and south of Missouri Highway 84 and Memphis, Tenn. (2) *Exposed and processed photographic film and prints* (other than for commercial, theatre or television exhibition), *complimentary replacement film and incidental supplies* used in and for shipping said film; between points in Arkansas, those in Mississippi on and north of U.S. Highway 80, those in Missouri on and south of Missouri Highway 84 and points in Tennessee.

NOTE: Common control may be involved.

HEARING: March 24, 1961, in the Claridge Hotel, Memphis, Tenn., before Examiner Edith H. Cockrill.

No. MC 123331, filed December 27, 1960. Applicant: GEORGE A. SOLOMON AND GEORGE TESLOVICH, doing business as SOLOMON & TESLOVICH, Box 768, Masontown, Pa. Applicant's attorney: Arthur J. Diskin, 302 Frick Building, Pittsburgh, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Coke ashes*, in bulk, in dump vehicles, from points in Fayette County, and Westmoreland County, Pa., to Weirton, W. Va.

HEARING: February 21, 1961, in the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Gordon M. Callow.

MOTOR CARRIERS OF PASSENGERS

No. MC 110373 (Sub No. 5), filed December 29, 1960. Applicant: NORTH-EAST COACH LINES, 730 Madison Avenue, Paterson, N.J. Applicant's attorney: Edward F. Bowes, 1060 Broad Street, Newark 2, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage and express and newspapers*, in the same vehicle with passengers between Cedar Grove, and Cedar Grove, N.J., from junction Bradford Avenue and Pompton Avenue, also known as New Jersey Highway 23 in Cedar Grove, over New Jersey Highway 23 to junction Ridge Road in Cedar Grove, thence over Ridge Road to junction Bradford Avenue and Ridge Road in Cedar Grove and return over the same routes, serving all intermediate points.

NOTE: The above described service is proposed as an extension of the applicant's existing service between Cedar Grove, N.J., and New York, N.Y., as authorized.

HEARING: February 27, 1961, in Room 212, State Office Building, 1100 Raymond Boulevard, Newark, N.J., before Joint Board No. 119.

No. MC 111504 (Sub No. 4), filed December 28, 1960. Applicant: STARR TRANSIT CO., INC., 50 North Johnson Avenue, Trenton, N.J. Applicant's representative: Edward F. Bowes, 1060 Broad

Street, Newark 2, N.J. Authority sought to operate at a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage and express and newspapers*, in the same vehicle with passengers, between Levittown and Wrightstown, N.J., serving all intermediate points; from the junction of Levittown Parkway and Newportville-Fallsington Road in Levittown, over Levittown Parkway to junction U.S. Highway 13, thence over U.S. Highway 13, through Bristol, Pa., to junction Pennsylvania Highway 413, thence over Pennsylvania Highway 413 across the Delaware River to junction New Jersey Highway 413, thence over New Jersey Highway 413 to junction U.S. Highway 130, thence over U.S. Highway 130 to junction unnumbered highway (known as Jacksonville Road), thence over unnumbered highway (known as Jacksonville Road) to junction unnumbered highway (known as Monmouth Road), thence over unnumbered highway (known as Monmouth Road) to junction New Jersey Highway 68, thence over New Jersey Highway 68 to junction West Main Street in Wrightstown, thence over West Main Street to junction Fort Dix Street, and thence over Fort Dix Street, to Fort Dix entrance, and return over the same route.

HEARING: March 6, 1961, in Room 212, State Office Building, 1100 Raymond Boulevard, Newark, N.J., before Joint Board No. 67.

APPLICATIONS IN WHICH HANDLING WITHOUT ORAL HEARING IS REQUESTED

MOTOR CARRIERS OF PROPERTY

No. MC 66562 (Sub No. 1769), filed January 3, 1961. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorneys: Slovacek and Galliani, Suite 2800, 188 Randolph Tower, Chicago 1, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities moving in express service*, between Rochester, Minn., and Chatfield, Minn.; from Rochester over U.S. Highway 52 to Chatfield, and return over the same route, serving no intermediate points. **RESTRICTIONS:** (1) The service to be performed by said carrier shall be limited to service which is auxiliary to or supplemental of express service. (2) Shipments transported by carrier shall be limited to those moving on a through bill of lading or express receipt. (3) Such further conditions as the Commission in the future may find necessary to impose in order to restrict carrier's operation to service which is auxiliary to or supplemental of express service.

No. MC 66562 (Sub No. 1770), filed January 5, 1961. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorneys: Slovacek and Galliani, Suite 2800, 188 Randolph Tower, Chicago 1, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities moving in express service*, between Olivia, Minn., and Redwood Falls, Minn.; from Olivia over

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U.S. Highway 71, to Redwood Falls, and return over the same route, serving the intermediate point of Morton, Minn. RESTRICTIONS: (1) The service to be performed by applicant shall be limited to that which is auxiliary to, or supplemental of, air or railway express service. (2) Shipments transported by said applicant shall be limited to those moving on through bills of lading or express receipt. (3) Such further specific conditions as the Commission in the future may find necessary to impose in order to restrict the carrier's operations to service which is auxiliary to, or supplemental of, express service.

No. MC 76993 (Sub No. 21), filed December 27, 1960. Applicant: EXPRESS FREIGHT LINES, INC., 4600 West Burnham Street, Milwaukee 46, Wis. Applicant's attorney: Rex Eames, 1800 Buhl Building, Detroit 26, Mich. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, serving the site of Kelsey-Hayes Company, Romulus Plant, Huron River Drive and Northline Road, Romulus Township, Mich., as an off-route point in connection with applicant's presently authorized regular route operations between Milwaukee, Wisconsin, and Detroit, Mich.

No. MC 110117 (Sub No. 19), filed December 30, 1960. Applicant: KENDRICK CARTAGE CO., a corporation, Box 63, Salem, Ill. Applicant's attorney: Thomas F. Kilroy, Suite 610, 1000 Connecticut Avenue NW, Washington 6, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Benzol forerunnings*, in bulk, in tank vehicles, from Milwaukee, Wis., to Terre Haute, Ind.; (2) *creosote oil*, from Memphis, Tenn., to Terre Haute, Ind.; (3) *tar oil*, from Terre Haute, Ind., to Chicago, Ill., and (4) *coal tar distillate*, from Chicago, Ill., to Terre Haute, Ind.

NOTE: A proceeding has been instituted under section 212(c) of the Interstate Commerce Act to determine whether applicant's status is that of a *contract or common carrier* * * *. In No. MC 110117 (Sub No. 8).

NOTICE OF FILING OF PETITION

No. MC 115577 (Sub No. 2) (PETITION FOR ADDITION OF SHIPPER TO PRESENT PERMIT, embracing MC-F-7650). Petitioner: SCHWERMAN TRUCKING CO. OF ILL., INC., Milwaukee, Wis. Petitioner's attorney: James R. Ziperski (same address as petitioner). Permit issued November 2, 1959, authorizes transportation as follows: Irregular routes: *Petroleum products*, as described in Appendix XIII to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, in bulk, in tank vehicles, from the plant site of the Standard Oil Company of Indiana located near Elk Grove, Ill., to points in Wisconsin, with no transportation for compensation on return except as otherwise authorized. RESTRICTION: The operations author-

ized herein are limited to a transportation service to be performed, under a continuing contract, or contracts, with the Standard Oil Company of Indiana. The subject petition seeks to add an additional shipper. Any person or persons desiring to oppose the addition, may, within 30 days from the date of this publication in the FEDERAL REGISTER, file an appropriate pleading.

APPLICATIONS UNDER SECTIONS 5 AND 210a(b)

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carrier of property or passengers under section 5(a) and 210a(b) of the Interstate Commerce Act and certain other proceedings with respect thereto (49 CFR 1.240).

MOTOR CARRIERS OF PROPERTY

No. MC-F-6408 (AMENDMENT TO APPLICATION) MIDWEST TRANSFER CO. OF ILLINOIS—CONTROL—CHAMBERLAND'S EXPRESS, INC. Notice previously published in the October 3, 1956, issue of the FEDERAL REGISTER on page 7590. In a petition for reconsideration, filed January 4, 1961, of the report and order of November 1, 1960, by Division 4, applicants seek leave to amend the application under section 5 so as to seek, in addition to the acquisition of control through stock ownership, the merger of the operating rights and property of CHAMBERLAND'S EXPRESS, INC., into MIDWEST TRANSFER CO. OF ILLINOIS, for ownership, management, and operation.

Nos. MC-F-6938 (AMENDMENTS TO THE APPLICATIONS), (MIDWEST TRANSFER CO. OF ILLINOIS—CONTROL—SERVICE TRANSFER & STORAGE, INC.), and MC-F-7026 (MIDWEST TRANSFER CO. OF ILLINOIS—CONTROL—PURITAN TRANSPORTATION CO., INC.), published in the June 25, 1958, and November 5, 1958, issues of the FEDERAL REGISTER on pages 4665 and 8648, respectively. In a petition for reconsideration, filed January 9, 1961, of the report and order of November 2, 1960, by Division 4, applicants seek leave to amend the applications under section 5 so as to seek, in addition to the acquisition of control through stock ownership, the merger of the operating rights and property of SERVICE TRANSFER & STORAGE, INC., and PURITAN TRANSPORTATION CO., INC., into MIDWEST TRANSFER CO. OF ILLINOIS for ownership, management, and operations.

No. MC-F-7500 (EDWARD DAVIS—PURCHASE (PORTION)—VIRGINIA STAGE LINES, INC.), published in the April 20, 1960, issue of the FEDERAL REGISTER on page 3452. Amendment filed December 21, 1960, for substitution of BLACK & WHITE TRANSIT COMPANY, INC., Grundy, Va., as vendee in lieu of EDWARD DAVIS, doing business as BLACK & WHITE TRANSIT COMPANY, INC.

No. MC-F-7762. Authority sought for purchase by GRUBB MOTOR LINES, INC., Old Salisburg Road, P.O. Drawer 567, Lexington, N.C., of a portion of the

operating rights of W. H. T. SQUIRES, doing business as HENDERSON BONDED LINES, U.S. Highway 1-A Raleigh Road, P.O. Box 488, Henderson, N.C., and for acquisition by J. C. GLOSSON and A. H. ALEXANDER, Drawer 567, Lexington, N.C., of control of such rights through the purchase. Applicants' attorneys: James E. Wilson and Edward G. Villalon, Wilson, Woods & Villalon, 716 Perpetual Building, Washington 4, D.C. Operating rights sought to be transferred: *New, used and reconditioned furniture, store fixtures, and store display equipment*, as a *common carrier* over irregular routes, between Henderson and Statesville, N.C., on the one hand, and, on the other, points in Georgia, South Carolina, and Virginia, restricted against service from Richmond and Norfolk, Va., to Henderson, N.C. Vendee is authorized to operate as a *common carrier* in Virginia, North Carolina, New York, Maryland, New Jersey, Delaware, Pennsylvania, South Carolina, Georgia, Florida, Kentucky, Tennessee, Ohio, Rhode Island, Massachusetts Connecticut, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC-F-7763. Authority sought for purchase by TUCKER FREIGHT LINES, INC., 1415 South Olive Street, South Bend 21, Ind., of the operating rights and certain property of SUPERIOR FREIGHT LINES, INC., 2222 West Sample Street, South Bend 21, Ind., and for acquisition by SAMUEL RAITZIN and SHIRLEY RAITZIN, both of 1415 South Olive Street, South Bend, Ind., of control of such rights and property through the purchase. Applicant's attorney and representative respectively: Ferdinand Born, 1019 C of C Building, Indianapolis, Ind., and Samuel Raitzin, 1415 South Olive Street, South Bend, Ind. Operating rights sought to be transferred: *General commodities*, excepting, among others, household goods and commodities in bulk, as a *common carrier* over regular routes between Chicago, Ill., and Jackson, Mich.; between South Bend, Ind., and Benton Harbor, Mich.; between Niles, Mich. and junction U.S. Highway 12; between Lawton, Mich., and junction U.S. Highway 12 at Benton Harbor; between Lawton, Mich., and Portage, Mich., between Elkhart, Ind., and junction Michigan Highway 205 and U.S. Highway 112; between Kalamazoo, Mich., and junction U.S. Highways 131 and 112; between Battle Creek, Mich., and junction Michigan Highways 78 and 60; between Marshall, Mich., and Coldwater, Mich.; between New Buffalo, Mich., and Jackson, Mich.; between Dowagiac, Mich., and Benton Harbor, Mich.; between junction U.S. Highway 12 and Indiana Highway 212 and junction U.S. Highway 20 and Indiana Highway 212; between Niles, Mich., and Mottville, Mich. Service is authorized to and from all intermediate points, and the off-route points of Baroda and Buchanan, Mich., points within four miles of Jackson, Mich., and points within the CHICAGO, ILL., COMMERCIAL ZONE, as defined by the Commission in 1 M.C.C. 673. Castings

and *forgings*, Service is authorized from Batavia and Westmont, Ill., as off-route points in connection with the above-authorized regular route operations, restricted to traffic moving to Buchanan and Battle Creek, Mich.; service is authorized over several alternate regular routes, for operating convenience only. *General commodities*, with exceptions as specified above, over *irregular routes* from points on the above-specified routes in Section A to points in that part of Michigan bounded by a line beginning at New Buffalo, Mich., and extending along U.S. Highway 112 to Three Oaks, Mich., thence along unnumbered Michigan Highway to junction U.S. Highway 12, to Paw Paw, Mich., thence along Michigan Highway 119 to Lawton, Mich., thence along unnumbered highway via Mattawan, Mich., to junction U.S. Highway 12, thence along U.S. Highway 12 to Kalamazoo, Mich., thence over U.S. Highway 131 to junction U.S. Highway 112, and thence over U.S. Highway 112 to point of beginning. *General commodities*, with exceptions as specified above, and except livestock, between Chicago, Ill., on the one hand, and, on the other, points in Illinois and Indiana within 45 miles of the intersection of State and Madison Streets, Chicago, Ill., except Hammond, Whiting, East Chicago, Gary, and Michigan City, Ind. Vendee is authorized to operate as a *common carrier* in Indiana, Illinois, Michigan, and Ohio. Authority has not been filed for temporary application under section 210a(b).

No. MC-F 7764. Authority sought for purchase by McNAMARA MOTOR EXPRESS, INC., 433 East Parsons Street, Kalamazoo, Mich., of the operating rights of LAKE MOTOR FREIGHT LINES, INC., 2222 West Sample Street, South Bend, Ind., and for acquisition by LEE ELKINS, 433 E. Parsons Street, Kalamazoo, Mich., of control of such rights through the purchase. Applicants' attorneys: Axelrod, Goodman & Steiner, 39 South La Salle Street, Chicago 3, Ill. Operating rights sought to be transferred: *General commodities*, excepting, among others, household goods as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, as a *common carrier* over regular routes, between Sandusky, Ohio, and Toledo, Ohio, authorized to serve all intermediate points and off-route points in Ottawa County, Ohio. *General commodities*, excepting, among others, commodities in bulk and household goods, between Detroit, Mich., and Chicago, Ill.; between Detroit, Mich., and Akron, Ohio; between Jackson, Mich., and Toledo, Ohio, serving the intermediate and off-route points of Akron, Toledo, and Cleveland, Ohio, and points and places within five miles of Cleveland restricted against traffic moving between any two points in Ohio other than said intermediate and off-route points on the one hand, and, on the other, points and places in Ottawa County, Ohio; Waukegan, North Chicago, and Joliet, Ill., and those in Cook and Du Page Counties, Ill., and Lake County, Ind., restricted to traffic moving to or from points east of Lake County, Ind., those

intermediate points on the above-specified routes north and west of Toledo, Ohio, not including those on U.S. Highway 20 between Elkhart, Ind., and the Fulton-Lucas County line, Ohio, without restriction; intermediate and off-route points in Michigan within eight miles of Detroit without restriction; and Rossford, Ohio, without restriction. Service to and from Chicago, Ill., is restricted to traffic moving to or from points east of Lake County, Ind.; authority to serve the site of the Ford Motor Company Plant located at the northeast intersection of Mound Road and 17-Mile Road in Sterling Township, Macomb County, Mich., as an off-route point in connection with carrier's authorized regular-route operations to and from Detroit, Mich., and the commercial zone thereof. Service is also authorized to serve several other Ford Motor Company and General Motors Corporation plants in the Detroit, Mich., area in connection with carrier's authorized regular route operations. Service is authorized for serving several alternate regular routes for operating convenience only. *Iron and steel articles, iron and steel, and chemicals*, over *irregular routes*, from points and places authorized to be served in Section (B) to Rockford, Ill., *tomatoes and empty tomato containers*, between points and places in Lucas County, Ohio, on the one hand, and, on the other, points and places authorized to be served in Section (B), except that traffic is not authorized between points and places in Ohio. *Paper and paper products, chemicals, iron and steel, and iron and steel articles*, between Belvidere, Elgin, St. Charles, Aurora, and North Aurora, Ill., on the one hand, and, on the other, points and places authorized to be served in Section (B). The repetition of route description with respect to the highways over which operations are authorized herein is not to be construed as granting more than one operating right over said highways. Vendee is authorized to operate as a *common carrier* in Illinois, Michigan, Wisconsin, Indiana, and Missouri. Application has been filed for temporary authority under section 210a(b).

No. MC-F 7765. Authority sought for purchase by LITTLE AUDREY'S TRANSPORTATION COMPANY, INC., P.O. Box 310, Fremont, Nebraska, of the operating rights and certain property of LIPSMAN-FULKERSON & COMPANY, 314 South 11th Street, Omaha, Nebraska, and for acquisition by THE EMERY TRANSPORTATION COMPANY, and MIDWEST TRANSFER COMPANY OF ILLINOIS, and in turn by MILTON D. RATNER, all of 7000 South Pulaski Road, Chicago, Ill., of control of such rights and property through the purchase. Applicants' attorneys: Axelrod, Goodman & Steiner, 39 South La Salle Street, Chicago 3, Ill. Operating rights sought to be transferred: *Meats, meat products, and meat by-products* (except bones, hog skins, hoofs, horns, soap stock, tankage, and weasands), as described in Section A of Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, as a *common carrier* over *irregular routes* from Madison and

Prairie du Chien, Wis., Austin, Minn., and Davenport, Waterloo, Fort Dodge, Estherville and Storm Lake, Iowa, to San Diego, Los Angeles, San Jose, San Francisco, Stockton, and Sacramento, Calif., Portland, Oregon, and Tacoma, Auburn, Seattle, and Spokane, Wash.; from Dubuque, Iowa to points in Oregon and Washington; *turkeys*, dressed, from points in California, to points in Kansas, Missouri, Nebraska, Iowa, Illinois, and Minnesota; *frozen fruits and frozen vegetables*, from points in Oregon and Washington to points in Nebraska, Iowa, Kansas, and Missouri. Vendee is authorized to operate as a *common carrier* in Illinois, Iowa, Kansas, California, Missouri, Michigan, Wisconsin, Minnesota, South Dakota, Nebraska, Montana, Nevada, Washington, Utah, Idaho, Kentucky, Oklahoma, Indiana, Colorado, New Mexico, Texas, and Arizona. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7766. Authority sought for control by ARTHUR DE BEVOISE, De Bevoise Building, Bayside, N.Y., of the operating rights of SOUTHERN COURIERS, INC., 1316 North Carroll, Dallas 4, Texas. Applicants' attorney and representative respectively: Ewell H. Muse, Jr., 415 Perry Brooks Building, Austin, Texas; and J. K. Murphy, De Bevoise Building, Bayside, N.Y. Operating rights sought to be controlled: Authority applied for by SOUTHERN COURIERS, INC., in pending application (Docket Nos. MC-123304 and MC-123304 Sub-1) covering the transportation of such *commercial papers, documents and written instruments* (except currency, coin and bullion) as are used in the businesses of banks and banking institutions, as a *contract carrier* over *irregular routes* between points in Texas and certain points in Louisiana and Arkansas; between points in Jefferson, Orange, and Harris Counties, Texas, and points in Louisiana near the Louisiana-Mississippi State Line; between points in Rapides Parish, Louisiana, points in Louisiana in the vicinity of the Louisiana-Mississippi State Line, and certain points in Baldwin and Mobile Counties, Alabama, and Pensacola, Florida; between points in Arkansas, those in Mississippi on and north of U.S. Highway 80, those in Missouri on and south of Missouri Highway 84 and Memphis, Tennessee. *Exposed and processed photographic film and prints* (other than for commercial, theatre or television exhibition), *complimentary replacement film and incidental supplies* used in and for shipping said film, between points in Dallas and Tarrant Counties, Texas, and those in Louisiana on and north of U.S. Highway 84; between points in Louisiana near the Texas-Louisiana State line over several State Highways to points in the vicinity of the Louisiana-Mississippi State Line, and points in Baldwin and Mobile Counties, Alabama, and Pensacola, Florida; between points in Arkansas, those in Mississippi on and north of U.S. Highway 80, those in Missouri on and south of Missouri Highway 84 and points in Tennessee. *Sales audit media* consisting of *cash register tapes, charge sales and cash tickets, applications and other documents* involved in processing a day's

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business for sales audit media, payroll time sheets, employee personnel records, payroll checks including recaps of time sheets and payroll records, between Houston, Texas, and Lake Charles, Louisiana. ARTHUR De BEVOISE holds no authority from this Commission. However, he controls ARMORED CARRIER CORPORATION, De BEVOISE Building, 222-17 Northern Boulevard, Bayside, N.Y., which is authorized to operate as a *contract carrier* in New York, New Jersey, Connecticut, Pennsylvania, Ohio, West Virginia, Massachusetts, Delaware, Maryland, Virginia, Rhode Island, Illinois, Iowa, Missouri, Indiana, Kentucky, Minnesota, Wisconsin, Maine, New Hampshire, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC-F-7767. Authority sought for purchase by HELM'S EXPRESS, INC., 1010 Lincoln Highway, West Irwin, mailing: P.O. Box 268, Pittsburgh 30, Pa., of the operating rights and certain property of KEYSTONE TRANSFER CO., INC., 100 Scotland Street, Pittsburgh 12, Pa., and for acquisition by HARRY M. WERKSMAN, P.O. Box 269, Pittsburgh 30, Pa., of control of such rights and property through the purchase. Applicants' attorneys: Henry M. Wick, Jr., Delisi and Wick, 1515 Park Building, Pittsburgh 22, Pa., and Jerome Solomon, 1325 Grant Building, Pittsburgh 19, Pa. Operating rights sought to be transferred: *General commodities*, excepting, among others, household goods and commodities in bulk, over irregular routes, between Columbus, Ohio, and Bridgeport, Ohio. Vendee is authorized to operate as a *common carrier* in New York, Pennsylvania, West Virginia, Ohio, Connecticut, Massachusetts, and New Jersey. Application has been filed for temporary authority under section 210a(b).

No. MC-F-7768. Authority sought for purchase by REED LINES, INC., 210 North Clinton Street, Defiance, Ohio, of a portion of the operating rights of ELMER G. BRAKE, doing business as BRAKE & COMPANY, North Fourth Street and Baltimore Avenue, Clarksburg, W. Va., and for acquisition by GLENN W. REED, 210 North Clinton Street, Defiance, Ohio, of control of such rights through the purchase. Applicant's attorney: John P. McMahon, 44 East Broad Street, Columbus 15, Ohio. Operating rights sought to be transferred: *Glassware and glass containers*, as a *common carrier* over irregular routes from Washington, Pa., to points in Illinois and Michigan. Vendee is authorized to operate as a *common carrier* in Ohio, West Virginia, Illinois, Michigan, Indiana, Pennsylvania, Connecticut, Delaware, Kentucky, Massachusetts, Maryland, New Jersey, New York, Rhode Island, Virginia, Tennessee, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC-F-7769. Authority sought for purchase by JACK TURNER, JACK E. TURNER and E. E. TURNER, a partnership, doing business as TURNER BROS. TRUCKING CO., 5501 South Hattie, P.O. Box 4626, Oklahoma City, Okla., of the operating rights of PAUL HARVEY, doing business as PAUL HARVEY TRUCKING CO. (FAYE HARVEY, ADMINISTRATRIX), 1307 Roosevelt Street, Seminole, Okla. Applicants' attorney: Rufus H. Lawson, P.O. Box 7342, Oklahoma City, Okla. Operating rights sought to be transferred: *Machinery, materials, supplies, and equipment* incidental to, or used in, the construction, development, operation, and maintenance of facilities for the discovery, development, and production of natural gas and petroleum, as a *common carrier*, over irregular routes, between points in Wyoming and Colorado, and between points in Wyoming and Colorado on the one hand, and, on the other, points in

W. Va., serving all intermediate points; between Washington, Pa., and Florence, Pa., serving all intermediate points; between Wheeling, W. Va., and Parkersburg, W. Va., serving all intermediate points; between Morgantown, W. Va., and Fairmont, W. Va., serving all intermediate points; between Morgantown, W. Va., junction U.S. Highway 250 and West Virginia Highway 7, serving all intermediate points; between Hundred, W. Va., and Waynesburg, Pa., serving all intermediate points; between junction U.S. Highway 250 and West Virginia Highway 89, and junction Pennsylvania Highways 18 and 21, serving all intermediate points. *General commodities*, excepting, among others, household goods and commodities in bulk, over irregular routes, between Columbus, Ohio, and Bridgeport, Ohio. Vendee is authorized to operate as a *common carrier* in New York, Pennsylvania, West Virginia, Ohio, Connecticut, Massachusetts, and New Jersey. Application has been filed for temporary authority under section 210a(b).

Oklahoma; *heavy machinery*, between points in Colorado and Wyoming. Vendee is authorized to operate as a *common carrier* in Colorado, Wyoming, Illinois, Nebraska, South Dakota, Missouri, Oklahoma, Kansas, Texas, Louisiana, New Mexico, and Mississippi. Application has not been filed for temporary authority under section 210a(b).

By the Commission.

[SEAL] HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 61-387; Filed, Jan. 17, 1961;
8:48 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 24D-2293]

CHAMPION VENTURES, INC.

Order Vacating Order of Suspension

JANUARY 12, 1961.

Champion Ventures, Inc. (issuer), a Colorado corporation, 600 Mile High Center, Denver, Colorado, filed with the Commission on March 19, 1958, a notification on Form 1-A and an offering circular relating to an offering of 2,950,000 shares of its \$0.001 par value stock at 10 cents per share for an aggregate of \$295,000, and filed various amendments thereto, for the purpose of obtaining an exemption from the registration requirements of the Securities Act of 1933, as amended, pursuant to the provisions of section 3(b) thereof, and Regulation A promulgated thereunder.

The Commission on April 13, 1960, pursuant to Rule 261(a) of the general rules and regulations under the Securities Act of 1933, as amended, ordered that the conditional exemption under Regulation A sought for the offering be temporarily suspended on the grounds that the terms and conditions of Regulation A had not been complied with in that the issuer had failed to file an accurate report of sales on Form 2-A as required by Rule 260, and had failed to cooperate with the Commission, within the meaning of Rule 261(a) (7) by failing to respond to staff letters regarding the filing.

Subsequent to the Commission's action temporarily suspending the exemption, an accurate report of sales on Form 2-A was filed with the Commission, which complies with the requirements of Rule 260.

It appearing to the Commission that a hearing is not necessary or appropriate in the public interest for the protection of investor,

It is ordered, Pursuant to Rule 261(b) of the general rules and regulations under the Securities Act of 1933, as amended, that said temporary order of suspension be, and hereby is, vacated.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 61-372; Filed, Jan. 17, 1961;
8:46 a.m.]

[File No. 24D-2269]

KEY ATOMIC MINERALS CORP.

Order Temporarily Suspending Exemption, Statement of Reasons Therefor, and Notice of Opportunity for Hearing

JANUARY 12, 1961.

I. Key Atomic Minerals Corporation (issuer), a Nevada corporation, 830 North Institute Street, Colorado Springs, Colorado, filed with the Commission on November 18, 1957, a notification and offering circular relating to an offering of 150,000 shares of its 10 cents par value common stock at \$2 per share, for an aggregate of \$300,000 and filed various amendments thereto, for the purpose of obtaining an exemption from the registration requirements of the Securities Act of 1933, as amended, pursuant to the provisions of section 3(b) thereof and Regulation A promulgated thereunder.

II. The Commission has reasonable cause to believe that:

A. The terms and conditions of Regulation A have not been complied with in that the issuer has:

1. Offered and sold its securities in jurisdictions other than those named in the notification;

2. Made use of an offering circular in a form other than that on file with the Commission;

3. Filed reports of sales on Form 2-A which do not accurately reflect the commissions paid on sale of its securities.

B. The notification and offering circular contain untrue statements of material facts and omit to state material facts necessary in order to make the statements made, in the light of the circumstances under which they are

made, not misleading, particularly with respect to:

1. The failure to disclose the acquisition of a mining lease and the terms of such lease;

2. The failure to disclose certain arrangements to purchase substantial blocks of stock in other corporations;

3. The failure to disclose that another corporation was exploring the company's properties;

4. The failure to disclose adequately the use to be made of the proceeds of the offering.

C. The offering was made in violation of section 17(a) of the Securities Act of 1933, as amended.

III. It is ordered, pursuant to Rule 261(a) of the general rules and regulations under the Securities Act of 1933, as amended, that the exemption under Regulation A be, and it hereby is, temporarily suspended.

Notice is hereby given that any person having any interest in the matter may file with the Secretary of the Commission a written request for hearing within thirty days after the entry of this order; that within twenty days after receipt of such request the Commission will, or at any time upon its own motion may, set the matter down for hearing at a place to be designated by the Commission for the purpose of determining whether this order of suspension should be vacated or made permanent, without prejudice, however, to the consideration and presentation of additional matters at the hearing; that if no hearing is requested and none is ordered by the Commission, this order shall become permanent on the thirtieth day after its entry and shall remain in effect unless or until it is modified or vacated by the Commission;

and that notice of the time and place for any hearing will promptly be given by the Commission.

By the Commission.

[SEAL] ORVAL L. DUBoIS,
Secretary.

[F.R. Doc. 61-373; Filed, Jan. 17, 1961;
8:46 a.m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

EMIL KLINKE

Notice of Intention To Return Vested Property

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

Claimant, Claim No., Property, and Location

Emil Klinke, Salagitter-Lebstedt, West Germany; \$628.61 in the Treasury of the United States.

Claim No. 44964. Vesting Order No. 1852.

Executed at Washington, D.C., on January 10, 1961.

For the Attorney General.

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

[F.R. Doc. 61-385; Filed, Jan. 17, 1961;
8:47 a.m.]

CUMULATIVE CODIFICATION GUIDE—JANUARY

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