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Rules and Regulations

Title 6—AGRICULTURAL CREDIT

Chapter III—Farmers Home Administration, Department of Agriculture

SUBCHAPTER A—GENERAL REGULATIONS [FHA Instruction 426.1]

PART 306—REAL PROPERTY INSURANCE

Indicating Mortgagee in Mortgage Clause

Section 306.2(f), Title 6, Code of Federal Regulations (21 F.R. 7509), is revised to reflect a change in the designation of mortgagee and to read as follows:

§ 306.2 Companies and policies.

(f) *Mortgage clause.* The standard mortgage clause (without contribution) must be attached to or printed in the policy or Form FHA 426-2, "Property Insurance Mortgage Clause (Without Contribution)," must be attached to the policy. If the use of a mortgage clause, other than the standard mortgage clause (without contribution) has been made mandatory by the laws or insurance regulations of any state, such form will be acceptable to the Farmers Home Administration upon prior approval by the National Office. Whenever a new mortgage clause including the interest of the Farmers Home Administration is issued after the policy has been in force, the new mortgage clause must be signed by an authorized agent or officer of the company that issued the policy.

(1) The United States of America (Farmers Home Administration) and all other mortgagees whose interests are insured by the policy will be shown in the mortgage clause in the order of priority of their mortgages.

(2) The name "United States of America (Farmers Home Administration)" will be named payee in the mortgage clause for direct and insured loan mortgages naming the Farmers Home Administration as mortgagee, whether in its own right or as trustee under a 2(f) agreement pursuant to the Rural Rehabilitation Corporation Trust Liquidation Act (40 U.S.C. 440).

(3) The name "United States of America (Farmers Home Administration) as First Mortgagee or as Statutory Agent and Insurer of Such Mortgagee," will be named payee in the mortgage clause for insured Farm Ownership mortgages naming the lender as mortgagee, whether the mortgage is held by the original or a subsequent lender or by the insurance fund or by the Farmers Home Administration under a trust assignment or declaration of trust.

(4) In case of real estate mortgages securing more than one type of Farmers

Home Administration loan to the same borrower, the United States of America (Farmers Home Administration) will be named in the mortgage clause appropriately for each type of loan.

(Sec. 41, 50 Stat. 528, as amended, sec. 510, 63 Stat. 437, sec. 10, 68 Stat. 735; 7 U.S.C. 1015, 42 U.S.C. 1480, 16 U.S.C. 590x-3; Order of Acting Sec. of Agr., 19 F.R. 74, 22 FR 8188)

Dated: March, 9, 1961.

FLOYD F. HIGBEE,
Acting Administrator,
Farmers Home Administration.

[F.R. Doc. 61-2249; Filed, Mar. 14, 1961;
8:48 a.m.]

SUBCHAPTER C—OPERATING LOANS

[FHA Instruction 441.3]

PART 342—LOAN PROCESSING

Part 342, Title 6, Code of Federal Regulations (22 F.R. 21, 1059, 7199, 24 F.R. 1408, 8406) is revised to read as follows:

Sec.

- 342.1 General.
- 342.2 Loan forms and routines.
- 342.3 Review and approval or rejection.
- 342.4 Loan closing.
- 342.5 Revision in the use of Operating loan funds.

AUTHORITY: §§ 342.1 to 342.5 issued under secs. 21, 41, 42, 44, 48, 50 Stat. 524, as amended, 528, as amended, 529, as amended, 530, as amended, 531, as amended, sec. 1, 63 Stat. 407, sec. 1311, 68 Stat. 830; 7 U.S.C. 1007, 1015, 1016, 1018, 1022, 31 U.S.C. 712a, 200; Order of Acting Sec. of Agr., 19 F.R. 74, 22 F.R. 8188.

§ 342.1 General.

This part sets forth the requirements and procedures for preparation and execution of documents and for other routines in connection with making Operating loans as prescribed in Part 341 of this chapter.

§ 342.2 Loan forms and routines.

(a) *Application for loans.* (1) Applicants who are not indebted for Operating loans or for Emergency or Special Livestock loans will execute Form FHA-197 or FHA 410-1, "Application for FHA Services," in accordance with Part 301 of this chapter.

(2) Applicants who are indebted for Operating loans or for Emergency or Special Livestock loans will not be required to execute Form FHA-197 or FHA 410-1 if the application taken in connection with such loans reasonably reflects their current status.

(b) *Form FHA 440-2, "County Committee Certification."* (1) When the applicant is determined to be eligible, the County Committee will execute Form FHA 440-2 before the loan is approved. This certification will cover any loans to be made to the applicant for the crop year specified within the maximum amount of credit established by the County Committee. If it is found, after

an applicant has been certified as eligible, that a different farm will be operated or that an amount of credit in excess of the maximum previously established by the County Committee will be required for the designated crop year, it will be necessary for the County Committee again to certify the applicant as eligible on the basis of the changed circumstances if a loan is to be made.

(2) When the County Committee has agreed to increase the original amount of loan assistance certified for the crop year because such amount was insufficient to meet the needs of the borrower, a new Form FHA 440-2 will be prepared and executed. The date of the end of the same crop year (month, day, and year) as that indicated in the original certification will be inserted in the appropriate space. In the space indicating the maximum amount of credit for the crop year, the amount to be inserted will be the sum of the original certification plus the additional amount the County Committee determines is necessary to meet the actual credit needs of the borrower. A notation will be made in the blank space on Form FHA 440-2 that the County Committee has again reviewed the applicant's situation and his credit needs for the crop year are as indicated rather than the amount shown on Form FHA 440-2 dated _____. The new Form FHA 440-2 should be executed by the County Committee and dated as of that date. The Form FHA 440-2 previously executed will be retained.

(3) When a subsequent loan is made after the end of the 7-year continuous indebtedness limitation as authorized in § 341.7(d) of this chapter, the additional information will be inserted in the blank space on Form FHA 440-2 before it is executed by the County Committee.

(c) *Form FHA 431-1, "Long-Time Farm and Home Plan."* Form FHA 431-1 will be developed with those applicants who are to receive intensive supervision as prescribed in Subpart A, Part 302 of this chapter.

(d) *Form FHA-14 or FHA 431-2, "Farm and Home Plan."* Form FHA-14 or FHA 431-2 will be developed with all applicants as prescribed in Subpart A, Part 302 of this chapter.

(e) *Appraisal of property.* (1) The following information will be recorded concerning each secured or unsecured debt to be refinanced under the provisions of § 341.5(m) of this chapter: (i) The name of the applicant; (ii) the name of the lienholder, if any; (iii) the amount owed on the debt; (iv) a description of each item of property on which the indebtedness is owed and the market value of each; (v) the total value of all property on which the indebtedness is owed; and (vi) the name and title of the person making the report. This information may be set forth in Tables A and H of Form FHA-14 or FHA 431-2 when only a few items of property are involved. If more than one debt is to

be refinanced, a separate appraisal form will be used for each.

(2) When unsecured debts are to be refinanced, the applicant will be required to sign a statement to be inserted on the appraisal report referred to above or attached to Form FHA-14 or FHA 431-2 showing that the debt for which refinancing was requested was incurred to acquire the livestock or farm equipment described therein.

(f) *Tenure agreement.* Generally, a copy of the lease agreement between tenant applicants and their landlords will be obtained and made a part of the loan docket. Where it is not practical to obtain a copy of the lease agreement, a statement setting forth those terms and conditions of the agreement which are not clearly reflected in the Farm and Home Plan will be prepared and made a part of the loan docket.

(g) *Form FHA-31 or FHA 441-1, "Promissory Note."* The amount of each loan and the scheduled payments thereon will be in multiples of \$10. Not more than four payments on a single note will be scheduled for any year. The time limitations for payment schedules prescribed in § 341.7 of this chapter run from the date of the loan check instead of from the date of the note. Forms FHA-31 or FHA 441-1 will be dated as of the date of execution by the applicant. The applicant's spouse will be required to execute Form FHA-31 or FHA 441-1 when legally required by State law, or the loan approval official determines that the signature is needed because of the spouse's interest in the farm being operated or in property offered as security, or it is determined by the State Director, on a state basis, that the spouse's signature will be required.

(h) *Form FHA-404 or FHA 440-9, "Supplementary Payment Agreement."* This form will be used, as needed, with applicants and borrowers who will be receiving regular off-farm income from which payments are to be made on the loan.

(i) *Form FHA-5 or FHA 440-1, "Loan Authorization."* Form FHA-5 or FHA 440-1 will be prepared for the total amount of the loan as indicated on Form FHA-31 or FHA 441-1. Separate Forms FHA-5 or FHA 440-1 will be prepared for each loan.

(j) *Immediate and future loans.* All of the applicant's anticipated credit needs for the crop year will be planned for when Forms FHA-14 or FHA 431-2 are developed. Ordinarily, all documents for loans required for the balance of the fiscal year will be submitted to the Finance Office at one time. Such documents may provide for the loan funds to be disbursed in an immediate loan, or an immediate loan and one or more future loans, or one or more future loans without an immediate loan. However, all such loans must be disbursed at least 30 days apart. If more than one loan is submitted to the Finance Office at the same time, all such loans will be shown as the same type, that is, either initial or subsequent. Moreover, no disbursement will be scheduled later than

the end of the fiscal year in which the loans were approved. If it is not practical for all of the loans to be disbursed by the end of the fiscal year, a subsequent loan may be approved and submitted after the beginning of the succeeding fiscal year to meet the remainder of the applicant's credit needs for that crop year. Subject to the above requirements, subsequent loans also may be submitted at any time during the crop year to meet credit needs of the applicant which could not be anticipated at the beginning of the crop year, provided the need for such credit is reflected on a revision of Form FHA-14 or FHA 431-2. When credit is to be extended in more than one loan, a separate loan authorization and note must be submitted for each loan.

(k) *Form FHA-30... or FHA 440-4..., "Crop and Chattel Mortgage."* The security property should be described accurately and adequately and should be reconciled with any existing security instruments. The requirements for the signature of the applicant's spouse will be as prescribed for Form FHA-31 or FHA 441-1.

(l) *Form FHA-32 or FHA 441-5, "Subordination Agreement."* When a Subordination Agreement is required, Forms FHA-32 or FHA 441-5, or other form approved by the State Director where such forms are not legally sufficient, will be used. The years to be covered by the subordination generally will be the unexpired period of the lease but as a minimum will be the year for which the loan is made.

(m) *Form FHA 441-8, "Assignment of Proceeds from the Sale of Agricultural Products."* Form FHA 441-8 or other form approved by the State Director will be used to obtain an assignment of proceeds from the sale of farm, dairy, poultry, or other agricultural products.

(n) *Form FHA-259 or FHA 440-6, "Severance Agreement."* (1) If severance agreements are required in accordance with the provisions of Part 341 of this chapter, such agreements will be executed no later than the date on which the property purchased with loan funds is delivered to the farm, or prior to the release of loan funds to the creditor if refinancing of debts on such property is involved.

(2) Form FHA-259 or FHA 440-6 will be executed by the borrower and by the landowner where the borrower holds under a lease or purchase contract and by all lienholders except those holding liens for real or personal property taxes and except those holding liens on the real estate where the borrower is a tenant.

(3) State Directors will specify the situations in which such agreements are required to comply with security requirements of Part 341 of this chapter, whether the severance agreements should be filed or recorded, and whether the spouse of the borrower and the spouses of other parties of interest also will be required to execute severance agreements.

(o) *Form FHA-916 or FHA 441-13 (Agreement).* Form FHA-916 or FHA 441-13 will be used when it is necessary to obtain both a division of income and a

nondisturbance agreement from prior lienholders.

(p) *Form FHA-933 or FHA 441-10, "Nondisturbance Agreement."* Form FHA-933 or FHA 441-10 will be used when it is necessary to obtain only nondisturbance agreements from creditors of an applicant who are in a position to interfere with the applicant's farming operations.

(q) *Form FHA-310 or FHA 441-9, "Extension Agreement."* Form FHA-310 or FHA 441-9 will be used when it is necessary to extend installments on a borrower's notes and advance him additional credit after the 7-year continuous indebtedness limitation has been reached. Form FHA-310 or FHA 441-9 will be prepared for each note on which installments are extended in accordance with the policies expressed in § 341.6(d) of this chapter and the following:

(1) Loans may be made after the 7-year continuous indebtedness limitation has been reached only during the period for which the borrower's existing note has been extended. Therefore, the payment schedule on at least one note will be extended when making the first loan after the 7-year continuous indebtedness limitation has been reached. After the extension has been processed, additional loans may be made within the extended period without further extension. If the original extension was not for the full period authorized, and an additional loan is to be made after the expiration of the extended period, a further extension, within the maximum period, must be approved. The extended period is the period between the date ending the period of the 7-year continuous indebtedness and the latest due date to which any installment is extended. Extension agreements will be entered into only in connection with the making of additional loans.

(2) Form FHA-310 or FHA 441-9 will be executed by the borrower, the loan approval official, and by any junior lienholders. The form will be dated as of the date it is executed by the borrower.

§ 342.3 Review and approval or rejection.

After the loan documents have been assembled, the loan approval official will make the determinations required in § 341.10(a) of this chapter.

(a) *Approval of loans.* If the loan is to be approved, the loan approval official will date and sign Form FHA-5 or FHA 440-1 and prescribe any special conditions of approval or special security requirements. Where an Operating loan is being made in connection with the making of a Farmers Home Administration Real Estate loan and one loan is dependent on the other and it is not possible to order the Real Estate loan check before the end of the fiscal year, it will be necessary to obtain a new note and loan authorization for the Operating loan which must be approved after the beginning of the new fiscal year.

(b) *Rejection of loans.* If a loan is rejected, the County Supervisor will notify the applicant of the rejection and will return to him the original of Form

FHA-31 or FHA 441-1, any tenure agreements, and any executed security instruments.

§ 342.4 Loan closing.

(a) *Check delivery.* County Office employees in bonded positions will receive and deliver loan checks. Upon receipt of a loan check, the County Supervisor will notify the applicant promptly on Form FHA-96 or FHA 440-8, "Notice of Check Delivery," or mail the check to him or when a supervised bank account is required and the depository bank does not require the applicant's endorsement for deposit, he may deposit the loan check in the supervised bank account and furnish the applicant a copy of the deposit slip. If the bank will not accept the loan check for deposit in a supervised bank account without the applicant's endorsement, the County Supervisor will retain the check and arrange with the applicant for a time and place for its deposit.

(b) *Form FHA-87 or FHA 441-3, "Report of Lien Search."* Form FHA-87 or FHA 441-3 or other form providing substantially the same information will be prepared.

(1) Lien searches will be made at such times as necessary to assure that the Government will obtain the required security. Except as otherwise provided in this paragraph, applicants are required to obtain and pay the cost of lien searches. Applicants should select the sources through which lien searches are made. The cost of lien searches may be paid from the proceeds of loan checks when necessary. State Directors may authorize the employees of a particular County Office unit to make lien searches without cost to applicants when the cost of lien searches is exorbitant, such service is not available, or experience has shown that the service available will cause undue delay in the closing of loans or make it difficult to comply with the provisions of this paragraph. County Office employees may make continuation lien searches when such searches are determined to be necessary in connection with processing applications or in connection with subsequent mortgages taken to describe additional chattels purchased with loan funds.

(c) *Security documents.* County Office employees in bonded positions are authorized to execute and file or record any legal instruments necessary to obtain or preserve security for loans. This includes mortgages and similar lien instruments, as well as affidavits, acknowledgments, and other certifications, when the mortgagee must execute such instruments under State law.

(d) *Obtaining security for Operating loans.* In cases in which capital goods are to be purchased and covered by a lien, the County Supervisor will encourage the applicant to make preliminary arrangements for the purchase of all such items by the time the initial mortgage is taken in order to eliminate the taking of additional mortgages. The taking of security in closing loans will be governed by the following requirements:

(1) If all of the loan funds are deposited in a supervised bank account, the initial mortgage to secure the loan will be taken not later than the date of the first withdrawal of any of the loan funds from such account.

(2) If only a part or none of the loan funds are deposited in a supervised bank account, the initial mortgage to secure the loan will be taken not later than the time of the delivery of the loan check to the applicant.

(3) If, at the time the initial mortgage is taken under the requirements of subparagraph (1) or (2) of this paragraph, a part of the property which is to serve as security for the loan is yet to be purchased, a first lien will be taken on such property at the time it is purchased unless the after-acquired property clause in the mortgage gives the Government a first lien on such property.

(e) *Fees.* Statutory fees for filing or recording mortgages or other legal instruments and notary and lien search fees incident to loan transactions in all cases will be paid by the borrower from personal funds or from the proceeds of the loan. Whenever cash is accepted by Farmers Home Administration personnel to be used to pay the filing or recording fees for security instruments, or the cost of making lien searches, Form FHA-385 or FHA 441-4, "Acknowledgment of Payment for Recording, Lien Search, and Releasing Fees," will be executed. Farmers Home Administration personnel who accept custody of such fees will make it clear to the borrower that the amount so accepted is not received by the Government as credit on the borrower's indebtedness but is accepted only for the purpose of paying the recording, filing, or lien search fees on behalf of the borrower.

§ 342.5 Revision in the use of Operating loan funds.

(a) *Authority of the County Supervisor.* The County Supervisor is authorized to approve changes in the purposes for which loan funds are to be used provided: The loan was within the County Supervisor's loan approval authority; such a change is for an authorized purpose and within applicable limitations; and such a change will not adversely affect the soundness of the farming operation or the Government's interest.

(b) *Authority of State Office officials.*
 (1) The State Director may delegate additional authority to County Supervisors to approve certain kinds of changes in the use of loan funds.

(2) The State Director and employees in the State Office who have loan approval authority are authorized to approve changes in the use of loan funds provided the changes are consistent with the authorities, policies, and limitations for making Operating loans.

Dated: March 9, 1961.

FLOYD F. HIGBEE,
 Acting Administrator,
 Farmers Home Administration.

[F.R. Doc. 61-2250; Filed, Mar. 14, 1961; 8:48 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter III—Federal Aviation Agency

[Airspace Docket No. 60-FW-52]

PART 608—SPECIAL USE AIRSPACE

Modification of Restricted Area/Military Climb Corridor

Correction

In F.R. Doc. 61-1896, appearing at page 1909 of the issue for Saturday, March 4, 1961, the second paragraph under "Designated altitudes" should read "2,100 feet MSL to Flight Level 240 from 6 to 7 miles SW of the TACAN".

Title 7—AGRICULTURE

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

PART 1033—ONIONS GROWN IN SOUTH TEXAS

Limitation of Shipments

Notice of rule making with respect to a proposed limitation of shipments regulation to be made effective under Marketing Agreement No. 143 and Order No. 133 (7 CFR Part 1033; 26 F.R. 704), regulating the handling of onions grown in designated counties of South Texas, was published in the FEDERAL REGISTER March 4, 1961 (26 F.R. 1920). This program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674).

The notice afforded interested persons an opportunity to file data, views, or arguments pertaining thereto within five days after publication.

After consideration of all relevant matters presented, including the proposals set forth in the aforesaid notice and additional proposals adopted and submitted for approval by the South Texas Onion Committee which met, reviewed the notice, and recommended appropriate changes, it is hereby found that the limitation of shipments regulation, as hereinafter set forth, will tend to effectuate the declared policy of the act.

It is hereby further found that good cause exists for not postponing the effective date of this section until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 1001-1011) in that (1) volume shipments of onions grown in the production area are expected to begin on or about the effective date of this section, (2) more orderly marketing in the public interest than would otherwise prevail will be promoted by regulating the handling of onions in the manner set forth in this section, (3) compliance with this section will not require any special preparation on the part of handlers which cannot be completed by the effective date, (4) reasonable time is permitted under the circumstances for such preparation, and (5) notice has been given of the proposed Limitation of Shipments

set forth in this section through publicity in the production area and by publication in the FEDERAL REGISTER of March 4, 1961 (26 F.R. 1920).

§ 1033.301 Limitation of shipments.

During the period from March 20, 1961, through May 31, 1961, no person shall handle any lot of onions grown in the production area, except onions of the red variety, unless such onions meet the grade requirements of paragraph (a) of this section, one of the applicable sizing requirements of paragraph (b)(2) of this section, and the container requirements of paragraph (c) of this section, or unless such onions are handled in accordance with the provisions of paragraphs (d), (e), (f), and (g) of this section.

(a) *Grades*—(1) *Yellow varieties*. (i) From March 20, 1961, through May 31, 1961, not to exceed 20 percent defects of U.S. No. 1 grade; or U.S. No. 1 or better grade if repacker size;

(ii) From April 1, 1961, through May 31, 1961, U.S. No. 1 or better grade for medium size Bermuda or Granex varieties, and not more than 10 percent defects of U.S. No. 1 for medium size Grano variety.

(2) *White varieties*. (i) From April 10, 1961, through May 31, 1961, not to exceed 20 percent defects of U.S. No. 1 grade.

(b) *Sizes*—(1) *Size classifications*. For purposes of regulation under this part, the size of onions shall be in accordance with one of the following classifications:

(i) "Small" shall be from 1 to 2¼ inches in diameter;

(ii) "Repackers" shall be from 1¾ to 2¾ inches in diameter, with 60 percent or more 2 inches or larger;

(iii) "Medium" shall be from 2 to 3¼ inches in diameter; or

(iv) 2⅞ inches or larger in diameter.

(2) *Sizing requirements*—(i) *Yellow varieties*. (a) From March 20, 1961, through May 31, 1961:

Repacker size;
Medium size;
2⅞ inches or larger in diameter.

(ii) *White varieties*. (a) From April 10, 1961, through May 31, 1961:

Small size;
Repacker size;
Medium size;
2⅞ inches or larger in diameter.

(c) *Container requirements*. Onions may be handled only in containers classified by weight, with respective dimensions, as follows:

(1) 25 pound containers, with not to exceed in any lot an average net weight of 27½ pounds per container and, if packed in bags, the bags shall be of outside dimensions not larger than 29 inches by 31 inches.

(2) 50 pound containers, with not to exceed in any lot an average net weight of 55 pounds per container, and, if packed in bags, the bags shall be of outside dimensions not larger than 33 inches by 38½ inches.

(d) *Minimum quantity exemption*. Pursuant to § 1033.52(c)(2), any handler may handle, only as individual ship-

ments and other than for resale, not more than 100 pounds of onions per day, in the aggregate, without regard to the requirements of this section or to the inspection and assessment requirements of this part.

(e) *Special purpose shipments*. (1) The requirements of paragraphs (a), (b), and (c) of this section, and the assessment requirements of this part, shall not be applicable to onions handled for the following special purposes:

- (i) Relief or charity; or
- (ii) Experimental purposes.

(2) The requirements of paragraph (c) of this section shall not be applicable to onions handled for Federal government purchases.

(f) *Safeguards*. (1) Each handler of onions which do not meet the requirements of paragraphs (a), (b), and (c) of this section and which are handled pursuant to paragraph (e) of this section for relief or charity or experimental purposes shall, prior to handling, apply for and obtain a Certificate of Privilege from the committee which shall require the handler to furnish such reports and documents as the committee may require showing that the onions were handled for the purpose specified in the Certificate of Privilege.

(g) *Inspection*. (1) After March 20, 1961, no handler shall handle any onions unless an appropriate inspection certificate has been issued with respect thereto.

(2) No handler shall transport or cause the transportation of any shipment of onions by motor vehicle for which an inspection certificate is required unless each such shipment is accompanied by a copy of the inspection certificate applicable thereto or by documentary evidence on forms furnished by the committee identifying truck lots to which a valid inspection certificate is applicable and a copy of such inspection certificate or committee document, upon request, is surrendered to authorities designated by the committee.

(3) For purpose of operation under this part each required inspection certificate or form required by the committee as evidence of inspection is hereby determined to be valid for a period not to exceed 72 hours following completion of inspection as shown on the certificate.

(h) *Definitions*. The term "U.S. No. 1" shall have the same meaning as set forth in the United States Standards for Bermuda-Granex Type Onions (§§ 51.3195 to 51.3209 of this title), or United States Standards for Northern Grown Onions (§§ 51.2830 to 51.2847 of this title) whichever is applicable to the particular variety, including the tolerances for decay and sizes set forth therein. In percentage grade lots, tolerances for serious damage shall not exceed 10 percent including not more than 2 percent decay. Double the lot tolerance shall be permitted in individual packages. All other terms used in this section shall have the same meaning as when used in Marketing Order No. 133 (Part 1033 of this title).

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

Dated March 10, 1961, to become effective March 20, 1961.

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

[F.R. Doc. 61-2248; Filed, Mar. 14, 1961;
8:48 a.m.]

Title 26—INTERNAL REVENUE

Chapter I—Internal Revenue Service, Department of the Treasury

SUBCHAPTER A—INCOME TAX

[T.D. 6553]

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

Carryover in Certain Corporate Ac- quisitions of Pre-1954 Adjustments Resulting From Change in Method of Accounting

On January 20, 1961, notice of proposed rule making prescribing regulations under section 381(c)(21) of the Internal Revenue Code of 1954, relating to the carryover in certain corporate acquisitions of pre-1954 adjustments resulting from change in method of accounting, added by section 29(c) of the Technical Amendments Act of 1958 (72 Stat. 1628), was published in the FEDERAL REGISTER (26 F.R. 589). Since no written or oral comments were presented, the regulations as proposed are hereby adopted.

[SEAL] MORTIMER M. CAPLIN,
Commissioner of Internal Revenue.

Approved: March 9, 1961.

HENRY H. FOWLER,
Acting Secretary of the Treasury.

The following regulations are hereby prescribed under section 381(c)(21) of the Internal Revenue Code of 1954, relating to pre-1954 adjustments resulting from change in method of accounting, added by section 29(c) of the Technical Amendments Act of 1958 (72 Stat. 1628):

§ 1.381(c)(21) Statutory provisions; carryovers in certain corporate acquisitions; items of the distributor or transferor corporation; pre-1954 adjustments resulting from change in method of accounting.

SEC. 381. Carryovers in certain corporate acquisitions. * * *

(c) Items of the distributor or transferor corporation. The items referred to in subsection (a) are:

* * * * *

(21) Pre-1954 adjustments resulting from change in method of accounting. The acquiring corporation shall take into account any net amount of any adjustment described in section 481(b)(4) of the distributor or transferor corporation—

(A) To the extent such net amount of such adjustment has not been taken into account by the distributor or transferor corporation, and

(B) In the same manner and at the same time as such net amount would have been taken into account by the distributor or transferor corporation.

[Sec. 381(c)(21) as added by sec. 29(c), Technical Amendments Act 1958 (72 Stat. 1628)]

§ 1.381(c)(21)-1 Pre-1954 adjustments resulting from change in method of accounting.

(a) *Carryover requirement.* Section 381(c)(21) provides that, in a transaction to which section 381(a) applies, an acquiring corporation shall take into account the net amount of any adjustments described in section 481(b)(4) (relating to adjustments arising from changes in accounting methods initiated by the taxpayer attributable to pre-1954 Code years) of the distributor or transferor corporation to the extent that such net amount of such adjustments has not been taken into account in any taxable year, including a short taxable year, by the distributor or transferor corporation. The acquiring corporation shall take into account in each taxable year beginning with the taxable year ending after the date of distribution or transfer the net amount of such adjustments in the same manner and at the same time as such net amount would have been taken into account by the distributor or transferor corporation. Thus, the amount of any such adjustment which the acquiring corporation shall take into account in each taxable year shall be the same amount that would have been taken into account in each taxable year by the distributor or transferor corporation.

(b) This section may be illustrated by the following example:

Example. On January 1, 1960, X Corporation, a calendar year taxpayer, voluntarily changed its method of accounting giving rise to a \$50,000 adjustment under section 481(a), of which \$20,000 is attributable to pre-1954 Code years. Under section 481(b)(4) the \$20,000 adjustment is to be spread over 1960 and the following 9 years at the rate of \$2,000 each year. On November 1, 1963, all the assets of X Corporation are acquired by Y Corporation in a transaction to which section 381(a) applies. Y Corporation reports its income on a fiscal year ending June 30. X and Y Corporations must take into account the \$20,000 adjustment at the rate of \$2,000 in each taxable year in the following time and manner:

X Corporation		
Calendar years 1960-62	(\$2,000×3)	\$6,000
Short taxable year ending Nov. 1, 1963	(\$2,000×1)	2,000
		\$8,000
Y Corporation		
Fiscal years ending:		
June 30, 1964	(\$2,000×1)	2,000
June 30, 1965-69	(\$2,000×5)	10,000
		12,000
		20,000

(c) *Successive transactions to which section 381(a) applies.* The provisions of this section shall apply in the case of successive transactions to which section 381(a) applies. Thus, if R Corporation, which was taking into account adjustments described in section 481(b)(4), distributes or transfers its assets to S

Corporation in a transaction to which section 381(a) applies, and S Corporation was required to take into account any remaining portion of such adjustments under section 381(c)(21) and this section, and if subsequently S Corporation distributes or transfers its assets to T Corporation in a transaction to which section 381(a) applies, then T Corporation, under section 381(c)(21) and this section, shall take into account any remaining portion of such adjustments not previously taken into account by R and S Corporations.

(d) *Acquiring corporation not receiving all the assets.* The adjustments described in this section acquired from a distributor or transferor corporation by an acquiring corporation in a transaction to which section 381(a) applies is not reduced by reason of the fact that the acquiring corporation does not acquire 100 percent of the assets of the distributor or transferor corporation.

(Sec. 7805, Internal Revenue Code of 1954; 68A Stat. 917; 26 U.S.C. 7805)

[F.R. Doc. 61-2244; Filed, Mar. 14, 1961; 8:47 a.m.]

SUBCHAPTER F—PROCEDURE AND ADMINISTRATION

[T.D. 6555]

PART 301—PROCEDURE AND ADMINISTRATION

Miscellaneous Amendments

In order to conform the Regulations on Procedure and Administration (26 CFR Part 301) to the amendments made to the Internal Revenue Code of 1954 by the Social Security Amendments of 1960 (74 Stat. 924), the Act of September 14, 1960 (Pub. Law 86-779, 74 Stat. 998), the Act of September 14, 1960 (Pub. Law 86-780, 74 Stat. 1010), and the Act of September 14, 1960 (Pub. Law 86-781, 74 Stat. 1017), and in order to establish an official seal in and for the office of District Director of Internal Revenue, Anchorage, Alaska, the regulations are amended as follows:

PARAGRAPH 1. Section 301.6015 is amended by revising section 6015 (a) and the historical note to read as follows:

§ 301.6015 Statutory provisions; declaration of estimated income tax by individuals.

Sec. 6015. *Declaration of estimated income tax by individuals—(a) Requirement of declaration.* Every individual (other than a nonresident alien with respect to whose wages, as defined in section 3401 (a), withholding under chapter 24 is not made applicable, but including every alien individual who is a resident of Puerto Rico during the entire taxable year) shall make a declaration of his estimated tax for the taxable year if—

- (1) The gross income for the taxable year can reasonably be expected to exceed—
 - (A) \$5,000, in the case of—
 - (i) A single individual other than a head of a household (as defined in section 1(b)(2)) or a surviving spouse (as defined in section 2(b));
 - (ii) A married individual not entitled under subsection (b) to file a joint declaration with his spouse; or
 - (iii) A married individual entitled under subsection (b) to file a joint declaration

with his spouse, but only if the aggregate gross income of such individual and his spouse for the taxable year can reasonably be expected to exceed \$10,000; or

(B) \$10,000, in the case of—

- (1) A head of a household (as defined in section 1(b)(2)); or

- (ii) A surviving spouse (as defined in section 2(b)); or

- (2) The gross income can reasonably be expected to include more than \$200 from sources other than wages (as defined in section 3401 (a)).

Notwithstanding the provisions of this subsection, no declaration is required if the estimated tax (as defined in subsection (c)) can reasonably be expected to be less than \$40.

* * * * *

[Sec. 6015 as amended by sec. 74, Technical Amendments Act 1958 (72 Stat. 1660); sec. 5(a), Act of Sept. 14, 1960 (Pub. Law 86-779, 74 Stat. 1000)]

PAR. 2. Section 301.6038 is renumbered § 301.6039 and the historical note is amended to read as follows:

§ 301.6039 Statutory provisions; cross references.

SEC. 6039 *Cross references.* (1) For the notice required of persons acting in a fiduciary capacity for taxpayers or for transferees, see sections 6212, 6901(g), and 6903.

* * * * *

[Sec. 6037 as renumbered by sec. 64(c), Technical Amendments Act 1958 (72 Stat. 1656); sec. 6, Act of Sept. 14, 1960 (Pub. Law 86-780, 74 Stat. 1014)]

PAR. 3. Immediately after § 301.6037-1 there are inserted the following new sections:

§ 301.6038 Statutory provisions; information with respect to certain foreign corporations.

SEC. 6038. *Information with respect to certain foreign corporations—(a) Requirement—(1) In general.* A domestic corporation shall furnish, with respect to any foreign corporation which it controls (within the meaning of subsection (c)(1)) and with respect to any foreign subsidiary of any such foreign corporation (within the meaning of subsection (c)(2)), such information as the Secretary or his delegate may prescribe by regulations relating to—

- (A) The name, the principal place of business, and the nature of business of such foreign corporation or foreign subsidiary, and the country under whose laws incorporated;

- (B) The accumulated profits (as defined in section 902(c)) of such foreign corporation or foreign subsidiary, including the items of income (whether or not included in gross income under chapter 1), deductions (whether or not allowed in computing taxable income under chapter 1), and any other items taken into account in computing such accumulated profits;

- (C) A balance sheet for such foreign corporation or foreign subsidiary, listing assets, liabilities, and capital;

- (D) Transactions between such foreign corporation or foreign subsidiary and—

- (i) Any foreign corporation controlled by the domestic corporation,

- (ii) Any foreign subsidiary of a foreign corporation controlled by the domestic corporation, and

- (iii) The domestic corporation or any shareholder of the domestic corporation owning at the time the transaction takes place 10 percent or more of the value of any class of stock outstanding of the domestic corporation; and

- (E) A description of the various classes of stock outstanding, and a list showing the

name and address of, and number of shares held by, each citizen or resident of the United States and each domestic corporation who is a shareholder of record owning at any time during the annual accounting period 5 percent or more in value of any class of stock outstanding of such foreign corporation or foreign subsidiary.

(2) *Period for which information is to be furnished, etc.* The information required under paragraph (1) shall be furnished—

(A) In the case of a foreign corporation, for its annual accounting period ending with or within the domestic corporation's taxable year, and

(B) In the case of any foreign subsidiary of such foreign corporation, for such subsidiary's annual accounting period ending with or within such foreign corporation's annual accounting period described in subparagraph (A).

The information required under this subsection shall be furnished at such time and in such manner as the Secretary or his delegate shall by regulations prescribe.

(3) *Limitation.* No information shall be required to be furnished under this subsection with respect to any foreign corporation or foreign subsidiary for any annual accounting period unless such information was required to be furnished under regulation in effect on the first day of such annual accounting period.

(b) *Effect of failure to furnish information.* If a domestic corporation fails to furnish, within the time prescribed under paragraph (2) of subsection (a), any information with respect to any foreign corporation or foreign subsidiary required under paragraph (1) of subsection (a), then, in applying section 902 (relating to foreign tax credit for corporate stockholder in foreign corporation) to such domestic corporation (or to any person who acquires from any person any portion of the interest of such domestic corporation in any such foreign corporation or foreign subsidiary, but only to the extent of such portion) for any taxable year, the amount of taxes paid or deemed paid by each foreign corporation and foreign subsidiary with respect to which the domestic corporation is required to furnish information during the annual accounting period or periods with respect to which such information is required under such paragraph (2) of subsection (a) shall be reduced by 10 percent. If such failure continues 90 days or more after notice by the Secretary or his delegate to the domestic corporation, then the amount of the reduction under this subsection shall be 10 percent plus an additional 5 percent for each 3-month period, or fraction thereof, during which such failure to furnish information continues after the expiration of such 90-day period. No taxes shall be reduced under this subsection more than once for the same failure. For purposes of this subsection, the time prescribed under paragraph (2) of subsection (a) to furnish information (and the beginning of the 90-day period after notice by the Secretary) shall be treated as being not earlier than the last day on which (as shown to the satisfaction of the Secretary or his delegate) reasonable cause existed for failure to furnish such information.

(c) *Control, etc.* For purposes of this section—

(1) If at any time during its taxable year a domestic corporation owns more than 50 percent of the voting stock of a foreign corporation, it shall be deemed to be in control of such foreign corporation.

(2) If at any time during its annual accounting period a foreign corporation owns more than 50 percent of the voting stock of another foreign corporation, such other corporation shall be considered a foreign subsidiary of the corporation owning such stock.

(d) *Annual accounting period.* For purposes of this section, the annual accounting

period of a foreign corporation or of a foreign subsidiary is the annual period on the basis of which such foreign corporation or such foreign subsidiary regularly computes its income in keeping its books.

(e) *Cross reference.* For provisions relating to penalties for violations of this section, see section 7203.

[Sec. 6038 as added by sec. 6(a), Act of Sept. 14, 1960 (Pub. Law 86-780, 74 Stat. 1014)]

§ 301.6038-1 Information returns required of domestic corporations with respect to certain foreign corporations.

For provisions relating to information returns required of domestic corporations with respect to certain foreign corporations, see § 1.6038-1 of this chapter (Income Tax Regulations).

PAR. 4. Section 301.6046 is amended to read as follows:

§ 301.6046 Statutory provisions; returns as to creation or organization, or reorganization, of foreign corporations.

SEC. 6046. *Returns as to creation or organization, or reorganization, of foreign corporations—(a) General rule.* On or before the 90th day after the creation or organization, or reorganization, of any foreign corporation—

(1) Each United States citizen or resident who was an officer or director of the corporation at any time within 60 days after the creation or organization, or reorganization thereof, and

(2) Each United States shareholder of the corporation by or for whom, at any time within 60 days after the creation or organization or reorganization of the corporation, 5 percent or more in value of the stock of the corporation then outstanding was owned directly or indirectly (including, in the case of an individual, stock owned by members of his family),

shall make a return in compliance with the provisions of subsection (b).

(b) *Form and contents of returns.* The returns required by subsection (a) shall be in such form and shall set forth, in respect of the foreign corporation, such information as the Secretary or his delegate prescribes by forms or regulations as necessary for carrying out the provisions of the income tax laws.

(c) *Meaning of terms.* For the purpose of this section—

(1) *United States shareholder.* The term "United States shareholder" includes a citizen or resident of the United States, a domestic corporation, a domestic partnership or an estate or trust (other than an estate or trust the gross income of which under Subtitle A includes only income from sources within the United States).

(2) *Members of family.* The family of an individual shall be considered as including only his brothers and sisters (whether by the whole or half blood), spouse, ancestors, and lineal descendants.

(d) *Cross reference.* For provisions relating to penalties for violations of this section, see section 7203.

[Sec. 6046 as amended by sec. 7(a), Act of Sept. 14, 1960 (Pub. Law 86-780, 74 Stat. 1016)]

PAR. 5. Section 301.6046-1 is amended to read as follows:

§ 301.6046-1 Returns as to creation or organization, or reorganization, of foreign corporations.

For provisions relating to requirement of returns as to creation or organization,

or reorganization, of foreign corporations, see § 1.6046-1 of this chapter (Income Tax Regulations).

PAR. 6. Section 301.6205 is amended by adding a new subparagraph (3) at the end of section 6205(a), and by adding a historical note. These amended provisions read as follows:

§ 301.6205 Statutory provisions; special rules applicable to certain employment taxes.

SEC. 6205. *Special rules applicable to certain employment taxes—(a) Adjustment of tax. * * **

(3) *Guam or American Samoa as employer.* For purposes of this subsection, in the case of remuneration received during any calendar year from the Government of Guam, the Government of American Samoa, a political subdivision of either, or any instrumentality of any one or more of the foregoing which is wholly owned thereby, the Governor of Guam, the Governor of American Samoa, and each agent designated by either who makes a return pursuant to section 3125 shall be deemed a separate employer.

[Sec. 6205 as amended by sec. 103(r)(1), Social Security Amendments 1960 (74 Stat. 940)]

PAR. 7. Section 301.6413 is amended by adding a new paragraph (3) to section 6413(a), by revising the heading of section 6413(c) (2), by adding new subparagraphs (D) and (E) to section 6413(c) (2), and by revising the historical note. These amended provisions read as follows:

§ 301.6413 Statutory provisions; special rules applicable to certain employment taxes.

SEC. 6413. *Special rules applicable to certain employment taxes—(a) Adjustment of tax. * * **

(3) *Guam or American Samoa as employer.* For purposes of this subsection, in the case of remuneration received during any calendar year from the Government of Guam, the Government of American Samoa, a political subdivision of either, or any instrumentality of any one or more of the foregoing which is wholly owned thereby, the Governor of Guam, the Governor of American Samoa, and each agent designated by either who makes a return pursuant to section 3125 shall be deemed a separate employer.

(c) *Special refunds. * * **
 (2) *Applicability in case of Federal and State employees, employees of certain foreign corporations, and governmental employees in Guam and American Samoa. * * **
 (D) *Governmental employees in Guam.*

In the case of remuneration received from the Government of Guam or any political subdivision thereof or from any instrumentality of any one or more of the foregoing which is wholly owned thereby, during any calendar year, the Governor of Guam and each agent designated by him who makes a return pursuant to section 3125(a) shall, for purposes of this subsection, be deemed a separate employer.

(E) *Governmental employees in American Samoa.* In the case of remuneration received from the Government of American Samoa or any political subdivision thereof or from any instrumentality of any one or more of the foregoing which is wholly owned thereby, during any calendar year, the Governor of American Samoa and each agent designated by him who makes a return pursuant to section 3125(b) shall, for purposes

of this subsection, be deemed a separate employer.

[Sec. 6413 as amended by sec. 202, Social Security Amendments 1954 (68 Stat. 1089); sec. 402(d), Social Security Amendments 1958 (72 Stat. 1043); sec. 103(r) (2), (3), (4), Social Security Amendments 1960 (74 Stat. 940)]

PAR. 8. Section 301.6416 is amended by revising section 6416(b) (1) and the historical note to read as follows:

§ 301.6416 Statutory provisions; certain taxes on sales and services.

SEC. 6416. *Certain taxes on sales and services.* * * *

(b) *Special cases in which tax payments considered overpayments.* * * *

(1) *Price readjustments.* If the price of any article in respect of which a tax, based on such price, is imposed by chapter 31 or 32, is readjusted by reason of the return or repossession of the article or a covering or container, or by a bona fide discount, rebate, or allowance, including (in the case of a tax imposed by chapter 32) a readjustment for local advertising (but only to the extent provided in section 4216(f) (2) and (3)), the part of the tax proportionate to the part of the price repaid or credited to the purchaser shall be deemed to be an overpayment. The preceding sentence shall not apply in the case of an article in respect of which tax was computed under section 4223(b) (2); but if the price for which such article was sold is readjusted by reason of the return or repossession of the article, the part of the tax proportionate to the part of such price repaid or credited to the purchaser shall be deemed to be an overpayment.

[Sec. 6416 as amended by sec. 2, Act of Aug. 11, 1955 (Pub. Law 355, 84th Cong., 69 Stat. 676); sec. 1 (h), (i), 2(b), Act of Aug. 11, 1955 (Pub. Law 367, 84th Cong., 69 Stat. 690); sec. 2(b), Act of Apr. 2, 1956 (Pub. Law 466, 84th Cong., 70 Stat. 90); sec. 208(b), Highway Revenue Act 1956 (70 Stat. 393); sec. 4(b) (5), (6), Tax Rate Extension Act 1958 (72 Stat. 260); sec. 163 (a), (c), Excise Tax Technical Changes Act 1958 (72 Stat. 1306); sec. 201(d) (1), Federal-Aid Highway Act 1959 (73 Stat. 614); sec. 3, Act of Apr. 8, 1960 (Pub. Law 86-418, 74 Stat. 38); sec. 2, Act of Sept. 14, 1960 (Pub. Law 86-781, 74 Stat. 1018)]

PAR. 9. Section 301.6501(i) is redesignated § 301.6501(j) and amended to read as follows:

§ 301.6501(j) Statutory provisions; limitations on assessment and collection; joint income return after separate return.

SEC. 6501. *Limitations on assessment and collection.* * * *

(j) *Joint income return after separate return.* For period of limitations for assessment and collection in the case of a joint income return filed after separate returns have been filed, see section 6013(b) (3) and (4).

[Sec. 6501(h) as redesignated by sec. 81(b), Technical Amendments Act 1958 (72 Stat. 1663); sec. 3(c), Act of Sept. 14, 1960 (Pub. Law 86-780, 74 Stat. 1013)]

PAR. 10. Immediately after § 301.6501(h)-1 there are inserted the following new sections:

§ 301.6501(i) Statutory provisions; limitations on assessment and collection; foreign tax carrybacks.

SEC. 6501. *Limitations on assessment and collection.* * * *

(i) *Foreign tax carrybacks.* In the case of a deficiency attributable to the application to the taxpayer of a carryback under section 904(d) (relating to carryback and carryover of excess foreign taxes), such deficiency may be assessed at any time before the expiration of one year after the expiration of the period within which a deficiency may be assessed for the taxable year of the excess taxes described in section 904(d) which result in such carryback.

[Sec. 6501(i) as added by sec. 3(c), Act of Sept. 14, 1960 (Pub. Law 86-780, 74 Stat. 1013)]

§ 301.6501(i)-1 Foreign tax carrybacks; taxable years beginning after December 31, 1957.

With respect to taxable years beginning after December 31, 1957, a deficiency attributable to the application to the taxpayer of a carryback under section 904(d) (relating to carryback and carryover of excess foreign taxes), may be assessed at any time before the expiration of one year after the expiration of the period within which a deficiency may be assessed for the taxable year of the excess taxes described in section 904(d) which result in such carryback.

PAR. 11. Section 301.7213 is amended by redesignating subsection (d) of section 7213 as subsection (e), by adding a new subsection (d) to section 7213, and by revising the historical note. These amended provisions read as follows:

§ 301.7213 Statutory provisions; unauthorized disclosure of information.

SEC. 7213. *Unauthorized disclosure of information.* * * *

(d) *Disclosures by certain delegates of Secretary.* All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a) (12) (B).

(e) *Cross references.* (1) *Returns of Federal unemployment tax.* For special provisions applicable to returns of tax under chapter 23 (relating to Federal Unemployment Tax), see section 6106.

(2) *Penalties for disclosure of confidential information.* For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

[Sec. 7213 as amended by sec. 90(c), Technical Amendments Act 1958 (72 Stat. 1666); sec. 103(s), Social Security Amendments 1960 (74 Stat. 940)]

PAR. 12. Section 301.7514-1(a) (2) (ii) is amended by inserting "District Director of Internal Revenue, Anchorage, Alaska," after "District Director of Internal Revenue, Birmingham, Ala.,". The amended portion of such subdivision reads as follows:

§ 301.7514-1 Seals of office.

- (a) *Establishment of seals.* * * *
- (2) *District directors of internal revenue.* * * *
- (ii) The offices of district director of internal revenue for which seals are es-

tablished in subdivision (i) of this subparagraph are as follows:

- District Director of Internal Revenue, Birmingham, Ala.
- District Director of Internal Revenue, Anchorage, Alaska.

Because this Treasury decision makes only technical changes, it is hereby found that it is unnecessary to issue this Treasury decision with notice and public procedure thereon under section 4(a) of the Administrative Procedure Act, approved June 11, 1946, or subject to the effective date limitation of section 4(c) of that Act.

(Sec. 7805, Internal Revenue Code of 1954; 68A Stat. 917; 26 U.S.C. 7805)

[SEAL] CHARLES I. FOX,
Acting Commissioner of Internal Revenue.

Approved: March 9, 1961.

HENRY H. FOWLER,
Acting Secretary of the Treasury.

[F.R. Doc. 61-2245; Filed, Mar. 14, 1961; 8:48 a.m.]

Title 32—NATIONAL DEFENSE

Chapter V—Department of the Army

SUBCHAPTER G—PROCUREMENT

PART 590—GENERAL PROVISIONS

PART 592—PROCUREMENT BY NEGOTIATION

PART 593—COORDINATED PROCUREMENT

PART 595—FOREIGN PURCHASES

PART 598—PATENTS, COPYRIGHTS AND TECHNICAL DATA

PART 599—BONDS AND INSURANCE

PART 601—LABOR

PART 602—GOVERNMENT PROPERTY

PART 605—PROCUREMENT FORMS

PART 606—SUPPLEMENTAL PROVISIONS

Miscellaneous Amendments

1. In § 590.201-52, revise that portion listed under "Signal Corps", and add new § 590.201-53, as follows:

§ 590.201-52 Principal purchasing offices.

* * * * *

SIGNAL CORPS

- United States Army Signal Supply Agency, Philadelphia, Pa.
- Fort Monmouth Procurement Office, United States Army Signal Supply Agency, Fort Monmouth, N.J.

United States Army Signal Procurement Office, Procurement and Distribution Division, OCSigO, Washington, D.C.

United States Army-Electronic Proving Ground Procurement Office, United States Army Signal Supply Agency, Fort Huachuca, Ariz.

§ 590.201-53 Ordering officer.

An ordering officer is any individual (military or civilian) operating under

the jurisdiction of the Department of the Army who has been appointed in accordance with the provisions of § 590.452 and who has been authorized to place delivery orders or make purchases within the limitations stated in the letter of appointment. Solely for the purpose of placing orders and making purchases within the limitations prescribed in § 590.452(c), and ordering officer has specific and limited authority.

2. In § 590.401, revise paragraphs (b) and (c), and add new §§ 590.401-50, 590.401-51, and 590.402-50, as follows:

§ 590.401 Responsibility of each procuring activity.

(b) Purchases shall be made only by contracting officers or ordering officers duly designated as such (§§ 590.402, 590.450 and 590.452).

(c) Chief, Contracts Division, Office of the Deputy Chief of Staff for Logistics, Headquarters, Department of the Army, shall exercise the functions of Head of a Procuring Activity for all contracting officers of the Department of the Army not under the jurisdiction of a Head of a Procuring Activity as listed in § 1.201-14 of this title, and for such other contracting officers operating under the jurisdiction of the Department of the Army as may be designated.

§ 590.401-50 Delegation of authority.

Authority conferred upon the heads of procuring activities under any paragraph of Subchapter A, Chapter I of this title and this subchapter may be exercised by the heads of the procuring activities, or by redelegation, through such officer, or officers, or civilian official or officials of the Department of the Army as may be designated by them or by any person authorized by them to make such designation, with such powers of delegation or successive redelegation as they may deem appropriate; subject, however, to any provisions in the particular paragraph of Subchapter A, Chapter I of this title, and this Subchapter: (a) Forbidding the assignment or delegation of the authority mentioned in such paragraph, or (b) imposing limitations upon the assignment, delegation, or exercise of such authority. The exercise of such authority by any such officer or officers, or civilian official or officials of the Department of the Army, prior to the date of publication of any provision in this subchapter, is hereby ratified and confirmed, providing such authority could have been granted in the first instance.

§ 590.401-51 Expediting administrative actions.

(a) *Promptness.* The prompt resolution of procurement problems is a necessary and important element in the orderly and efficient accomplishment of the procurement mission. It is essential to resolve at purchasing office level those problems which contracting officers have authority to resolve finally. Promptness in handling such problems has a salutary effect on relations between the Department of the Army and industry, and may

prevent undue financial hardship to contractors in many instances.

(b) *Eliminating delays.* In order to eliminate unnecessary delays in resolving problems which arise during the administration of contracts, and to insure that contractors receive payments to which they are entitled as promptly as possible, procurement and auditing personnel will:

(1) Conduct all investigations, negotiations, voucher auditing and processing, and other procurement and contract administration matters in an expeditious manner;

(2) Exert every effort to resolve as promptly as possible all problems capable of local resolution which arise between procurement personnel and personnel of other agencies within and without the Department of the Army; and

(3) Forward without delay completely documented reports relating to procurement and contract administration problems which cannot be resolved promptly at local level or which for any reason require action by an authority at a higher level.

(c) *Clear directives.* It is the responsibility of heads of procuring activities to issue complete and clear procurement operating instructions to field activities, where necessary to implement Subchapter A, Chapter 1 of this title, this subchapter, and other pertinent directives, and to insure that those directives are thoroughly understood by operating personnel.

(d) *Sound conclusions.* In accomplishing the actions outlined in this section, personnel will exercise care to preclude any misunderstanding of the intent of these instructions. The interest of the Government must be fully protected in all cases, and action personnel must take time necessary to reach sound conclusions. Excessive and unjustifiable delays, however, must be eliminated.

§ 590.402-50 General responsibilities of contracting officers.

(a) Contracting officers are primarily responsible for the execution and administration of contracts, to safeguard the interests of the United States in contractual relationships, and to determine the facts under contracts.

(b) Contracting officers shall personally sign all contracts and modifications entered into by them. This authority cannot be delegated to others. (See § 590.451(b) with respect to change orders.) The signing of contractual documents will be accomplished by facsimile stamps or by proxy.

(c) Contracting officers are responsible under law and regulations for their acts as contracting officers.

(d) Contracting officers shall be bound in all their actions to exercise reasonable care, skill, and judgment.

(e) Contracting officers must assure themselves that the contract is authorized by law, that funds are available, and of their authority to subject the Government or its property to any risk.

(f) Contracting officers are responsible for maintaining constant cognizance with respect to contract compliance on the part of the contractor.

(g) Contracting officers are responsible for the legal, technical, and administrative sufficiency of the contracts they make. They should not hesitate to secure legal and technical (pricing, financial, production, inspection, etc.) advice within the Department of the Army.

(h) Contracting officers are responsible for knowing the scope and limitations of their authority.

3. In § 590.450(a), revise the opening portion and subparagraph (4), revise §§ 590.451 and 590.452, and revoke § 590.453, as follows:

§ 590.450 Selection and appointment of contracting officers.

(a) *Appointing authority.* Contracting officers, as defined in § 1.201-3 of this title, shall be those designated by the persons listed in this paragraph, or by persons who are authorized by the persons listed in subparagraphs (1) through (4) of this paragraph to designate contracting officers. When so designated, they shall have the authority set forth in § 590.402 and the general responsibilities set forth in § 590.402-50.

(4) Chief, Contracts Division, Office of the Deputy Chief of Staff for Logistics, Headquarters, Department of the Army.

§ 590.451 Selection and appointment of contracting officers' representatives.

(a) *Designation.* A contracting officer may designate any Government personnel (military or civilian), who is appropriately qualified, to act as his authorized representative. Such designation shall be in writing and shall define the scope and limitations of the authorized representative's authority.

(b) *Authority.* A designation authorized by this section may be made by instructions referring to particular contractual instruments, and may, to the extent not specifically prohibited by the terms of the contractual instrument involved, empower the authorized representative to take any or all action thereunder which could be lawfully taken by the contracting officer. In no event, however, shall an authorized representative, by virtue only of his designation as such, be empowered to execute or agree to any contract or modification thereof, except, however, the contracting officer may empower his authorized representatives to issue change orders under the "Changes" clause, provided such change orders do not involve a change in unit price, total contract price, quantity, quality, or delivery schedule.

§ 590.452 Selection and appointment of ordering officers.

(a) *Selection.* Individuals selected as ordering officers shall possess the following qualifications: (1) Evidence of business acumen, (2) ability to exercise mature judgment, (3) high standards of character, reputation, and business ethics, (4) desirable personality traits, and (5) a sound working knowledge of Department of the Army small purchase policies and procedures.

(b) *Appointment.* (1) Ordering officers will be appointed only by (i) persons authorized to appoint contracting offi-

cers (§ 590.450) or by contracting officers when authorized by the appointing authority, (ii) by commanders of class I and class II installations having a procurement mission as part of their function, or (iii) by the United States Property and Fiscal Officers of the Army National Guard.

(2) An alternate ordering officer may be appointed for each ordering officer. The alternate ordering officer will have authority to act in the absence of the ordering officer or under other necessary circumstances. Purchase actions shall be effected by ordering officers or by alternate ordering officers under their individual authority and signature. Purchase and ordering documents shall not be signed as "alternate" or "substitute" ordering officer.

(3) Letters of appointment substantially in the form set forth in paragraph (f) of this section will state clearly the limitations and authority of individuals appointed as ordering officers. Department of the Army pilots who make purchases as ordering officers in accordance with paragraph 3d, AR 715-232, do not need letters of appointment as authority to make such purchases but may cite applicable special orders or other authority for flights which make reference to AR 715-232.

(4) The number of ordering officers on Class I and Class II installations will be kept to a minimum and will not exceed (i) one per technical service or supply account, (ii) one per commissary and (iii) one per each major tenant activity on the installation. Ordering officers may also be appointed for isolated, off-post locations and for other military activities or Government agencies satellited on a Department of the Army purchasing office.

(c) *Limitations of authority.* (1) Ordering officers shall be limited to purchase actions not exceeding \$250 and to the use of the following small purchase procedures (§ 592.601 of this subchapter): (i) Imprest Fund, Standard Form 1165 (Receipt for Cash—Subvoucher), (ii) Standard Form 44 (Purchase Order—Invoice—Voucher), (iii) Charge Accounts established by contracting officers, (iv) DD Form 1155 (Order for Supplies or Services), and (v) DD Form 1164 (Service Order for Household Goods) by ordering officers as set forth in subdivision (iii) of this subparagraph, except that purchases in excess of \$250 may be made by ordering officers in the following circumstances:

(a) Commissary ordering officers may make purchases in unlimited dollar amounts against Purchase Notice Agreements published in the SB 10-500-series by signing and using DD Form 1155. Also they may place oral calls or informal requests against charge accounts established by contracting officers, in amounts of not more than \$2,500 for each call or request for brand name resale items, and without dollar limitation for perishable subsistence items.

(b) Accountable property officers appointed as ordering officers may, with the approval of the installation contracting officer, sign and place delivery orders (DD Form 1155) in unlimited

dollar amounts, against General Services Administration (GSA) stores depots and Federal Supply Schedules, and against indefinite delivery type contracts published in DA Cir 718 series.

(c) Transportation officers or Transportation and Traffic Management officers may be appointed as ordering officers at installations or activities having (1) assigned area responsibilities under paragraph 1b and appendix I, AR 55-42, or (2) local agreements within the scope of the authority established by paragraph 2c, AR 55-42 to issue service orders (DD Form 1164) estimated to cost \$1,000 or less, subject to the policy criteria and procedure set forth in AR 55-42 and AR 743-455.

(d) Department of the Army pilots may make purchases in accordance with AR 715-232.

(e) Ordering officers of a military department or other Government agency satellited on a Department of the Army purchasing office may, with the approval of the contracting officer, procure such items as are required to accomplish an assigned mission and may sign and place delivery orders (DD Form 1155) against GSA stores depots and Federal Supply Schedules, and against indefinite delivery type contracts.

(2) Except as provided in subparagraph (1) (i) and (ii) of this paragraph, on-post technical service personnel or accountable property officers, who are appointed ordering officers, are limited to making purchases of supplies and services for emergency repairs, repair of deadlined equipment and nonstocked "fringe items" (AR 711-16) authorized for purchase by AR 715-30.

(3) An individual may be appointed as both the ordering officer and the imprest fund cashier only at an isolated or off-post location.

(d) *Supplemental Procurement Information.* Appointing authorities will insure that ordering officers are properly instructed in the preparation and submission of information concerning individual purchase transactions which each ordering officer has completed during the calendar month. At the end of each month, and no later than the third day of the following month, the ordering officer shall submit such information to the purchasing office for consolidation in DD Form 1057 (Monthly Procurement Summary by Purchasing Office). The format of DD Form 1057 will be followed in submitting this supplemental information.

(e) *Surveillance.* Installation tenant and on-post ordering officers shall be under the control and technical supervision of the installation purchasing office and will be inspected or reviewed by the contracting officer or his designee at least twice a year. Isolated or off-post ordering officers shall be under the control and technical supervision of the parent installation purchasing office and will be inspected or reviewed at least annually by personnel designated by the parent installation commander. Copies of the inspection findings will be retained for one year in the file of the ordering office and the supervising purchasing

office. Such inspections should ascertain whether ordering officers are:

(1) Purchasing only items authorized to be purchased locally;

(2) Determining reasonableness of prices received;

(3) Rotating purchases amounting to \$250 or less among sources of supply;

(4) Maintaining the standards of conduct as prescribed in AR 600-205, in their dealings with vendors;

(5) Purchasing items on the open market which are required to be purchased from prescribed sources;

(6) Placing orders for future delivery or performance;

(7) Splitting purchase transactions to avoid dollar limitations;

(8) Delegating their responsibility to others; and

(9) Complying with all applicable procurement policies and procedures.

(f) *Sample Form of Suggested Letter for Appointing Ordering Officers.*

SUBJECT: Appointment of Ordering Officers DATE

To: (Address to Individual, indicating rank or grade, and section or location)

1. *Appointment.* In accordance with the authority contained in Army Procurement Procedures 1-452 you are appointed an Ordering Officer for the purchase of (indicate category of supplies) effective (insert effective date). You are responsible to and under the technical supervision of the (insert name of installation) purchasing office for your actions as an ordering officer.

2. *Limitations and Requirements.* Your appointment is subject to the following limitations and requirements, and you will assure that funds have been made available in the estimated amount of the purchase to be made or order to be placed:

a. You may purchase supplies or non-personal services of the category stated above by use of Standard Form 44 (Purchase Order—Invoice—Voucher) only when all of the following conditions are satisfied:

(1) The aggregate amount of any one purchase transaction is not in excess of \$----- (insert dollar limitation). Purchases will not be split to avoid this dollar limitation.

(2) The supplies or services are immediately available from the local trade area. Orders will not be placed for future delivery or performance.

(3) One delivery and one payment will be made.

(4) The use of the Standard Form 44 procedure is determined to be more economical and efficient than other small purchase methods.

b. You may purchase supplies or non-personal services of the category stated above by use of Standard Form 1165 (Receipt for Cash—Subvoucher) from Imprest Funds only when all of the following conditions are satisfied:

(1) The aggregate amount of the purchase transaction is not in excess of \$100. Purchases will not be split to avoid this dollar limitation.

(2) The supplies or services are immediately available from the local trade area, with cash payment to be made immediately upon pickup or delivery. Orders will not be placed for subsequent delivery or performance.

(3) The purchase does not require detailed technical specifications or technical inspection.

(4) The use of the imprest fund procedure is administratively more economical and efficient than other small purchase methods.

c. Whenever a purchase transaction is in an aggregate amount of \$250 or less, you will insure that the price is fair and reasonable and will rotate purchases among sources of supply.

d. Whenever a purchase transaction is in excess of \$250 you will obtain competition from at least three sources of supply, where available, and will place the order with that source offering the lowest price, and which otherwise meets the purchase requirements as to delivery, quantity, quality, etc.

e. You will purchase only those supplies and services of the category stated above which are authorized to be purchased on the open market. Any doubtful cases will be referred to the contracting officer for determination prior to purchase. The contracting officer will inform you from time to time of supplies and services which are mandatory purchases from prescribed sources.

f. You will comply with the standards of conduct prescribed in AR 600-205, a copy of which will be furnished you by the contracting officer for your retention.

g. At the end of each month and no later than the _____ working day of the following month, you will furnish the purchasing office named above information concerning individual purchase transactions which you have made during the month. The format of DD Form 1057 (Monthly Procurement Summary by Purchasing Office) will be used in the submission of such information.

NOTE: Paragraph 2 of the letter of appointment should state clearly the forms, i.e., Standard Form 44 (Purchase Order—Invoice—Voucher); Standard Form 1165 (Receipt for Cash—Subvoucher); DD Form 1155 (Order for Supplies or Services); DD Form 1164 (Service Order for Household Goods) and the procedures which the individual is authorized to use in effecting purchases and placing orders.

§ 590.453 General responsibility of contracting officers. [Revoked]

4. In § 592.602, revise the third sentence of paragraph (b) and add a new paragraph (d); and revise § 592.605-50, as follows:

§ 592.602 Policy.

(b) For example, the provisions of § 1.308(c) of this title and § 606.204-15 of this subchapter are not applicable to small purchases.

(d) Ordering officers will make purchases and issue delivery orders under this small purchase procedure subject to the limitations listed in § 590.452(c) of this subchapter.

§ 592.605-50 Instructions for use.

(a) Purchases with this form will be accomplished by contracting officers and by ordering officers.

(b) Contracting officers and ordering officers shall be responsible for assuring that funds have been made available in the estimated amount of the purchase contemplated and for entering in the appropriate space, on Standard Form 44, the proper accounting classification to be charged. The signature of a contracting officer or of an ordering officer on Standard Form 44 will constitute the certification that funds are available under the appropriation and allotment cited. Where purchases occur frequently, contracting officers and ordering officers may obtain lump-sum certification of funds from the fiscal officer under

each applicable allotment account for a specified period of time. Contracting officers and ordering officers will advise the fiscal officer before the close of each accounting month of the amount of all purchases made on Standard Form 44 which have not been submitted to him for recording the obligation (§ 592.605-51(1)).

(c) It is not necessary to cite 10 U.S.C. 2304(a) (3) on the Standard Form 44.

(d) Standard Form 44 may be used for the purchase of supplies or services under the following conditions:

(1) As a purchase order when no special contract form or clauses are necessary.

(2) To order items from the Federal Supply Schedules, or from General Services Administration Stores Depots.

5. In § 592.605-51, revise the introductory portion and paragraphs (d), (g), and (m); and in § 592.605-52, revise paragraphs (b) and (d), as follows:

§ 592.605-51 Preparation.

Contracting officers and ordering officers will execute Standard Form 44 at the time of purchase. All copies of the form must be legible. Entries will be printed with indelible pencil or ball-point pen or typed in the spaces, as outlined below:

(d) Prior to the form being signed by the contracting officer or ordering officer, the columns headed "Unit Price" and "Totals", and the block designated "Discount Terms" are to be filled in either by the contracting officer or ordering officer.

(g) The block headed "Ordered by" will be signed by and include the title of the contracting officer or ordering officer.

(m) After the supplies or services have been received, the receiving section executed, and all other entries made, the contracting officer or the ordering officer will sign the appropriate block on the face of Copy No. 1.

§ 592.605-52 When Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) is used in conjunction with Standard Form 44.

(b) The signature of the contracting officer or the ordering officer on Standard Form 1034 will be sufficient in lieu of such signature on each Standard Form 44 that is attached as a subvoucher.

(d) When the contracting officer or the ordering officer anticipates making more than one purchase from the same vendor during a month, the accomplished copies of Standard Form 44 (Copies No. 1, 3, and 5) may be held until the end of the month for consolidating the invoices and preparing one voucher, Standard Form 1034, for payment to the vendor. However, action should be taken by the contracting officer or the ordering officer to assure that

such practice is satisfactory to the vendor in order to avoid complaints on delayed payments. When "time payment" discounts are stated on Standard Form 44, appropriate copies will be processed for payment without delay in order to take advantage of the discount.

6. Revise paragraph (e) in § 592.650-3, revoke §§ 593.212-50, 593.250, and 593.251, and revise § 595.104-4, as follows:

§ 592.650-3 Use in conjunction with charge accounts.

(e) Requests placed against charge accounts. The following procedures shall govern when placing purchase requests against charge accounts:

(1) Competition is not required when placing individual, oral, or informal, requests amounting to \$250 or less, and the price is considered fair and reasonable.

(2) Competition is required when placing individual, oral, or informal, requests amounting to more than \$250. No individual request shall exceed \$2,500, except that purchase requests may be placed for perishable subsistence without dollar limitation. Price quotations may be obtained from vendor's current pricing list, if available. Records will indicate the sources of the quotation and the prices quoted. If a lower quotation is obtained from other than a charge account vendor, a separate purchase order will be issued for the item or a new charge account will be established with the low offeror. In the purchase of fresh fruits and vegetables for the market centers, competition is effected in the produce market areas through oral solicitation by purchasing personnel (sight buyers) of the Military Subsistence Supply Agency (MSSA).

(3) Contracting officers may authorize (i) ordering officers, (ii) sight buyers, or (iii) other selected purchasing personnel within their organization to place oral calls or informal purchase requests against charge accounts.

(4) Each request placed against a charge account will be identified by a purchase order number. The purchase order number assigned to the initial request may be used on subsequent requests during the same billing period.

(5) Each delivery of supplies or services will be supported by a sales slip or delivery ticket prepared in triplicate (or quadruplicate if required) on which acknowledgment of acceptance by the Department of the Army is indicated. The following information will be shown on the sales slip or delivery ticket:

- (i) Name of vendor;
 - (ii) Purchase order number;
 - (iii) Name of ordering officer;
 - (iv) Description of supplies or services including stock number, part number, etc., necessary for proper identification; and
 - (v) Quantity and price of supplies or services, less discount.
- (6) In the event that the vendor does not furnish a sales slip or delivery ticket, the individual who receives the supplies will prepare DD Form 250 (Material Inspection and Receiving Report).

(7) The quantity listed on the sales slip or delivery ticket will be verified, exceptions noted, and all copies will be dated and signed by the individual authorized to accept the items, except that, when Copy No. 4 is used it will not be signed (AR 37-107). Copies will be distributed as follows:

(i) The original to the accountable property officer. The accountable property officer will voucher and post pertinent information from this copy to the stock record account.

(ii) One copy to the contracting officer. The contracting officer will retain this copy for use in accomplishing DD Form 1155 at the end of the billing period.

(iii) One copy to the vendor.

(iv) When required, an unsigned copy will be furnished the Finance and Accounting Office (Copy No. 4).

§ 593.212-50 Distribution of Military Interdepartmental Purchase Requests (MIPR's). [Revoked]

§ 593.250 Aviation plants assigned for procurement and mobilization planning. [Revoked]

§ 593.251 Department of Defense single department procurement assignments. [Revoked]

§ 595.104-4 Evaluation of bids and proposals.

Proposed procurements requiring submission for Secretarial determination of awards, in accordance with § 6.104-4(c) of this title, will be forwarded through channels, to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Chief, Contracts Division. Each submission, in addition to complete information on all factors pertinent to the required Secretarial action, will contain a proposed award recommendation. Appropriate provision will be made by purchasing offices for extending acceptance dates of bids or offers, as required, to permit sufficient time for transmission and Secretarial consideration.

7. In § 595.104-5, revise the introductory portion and paragraph (a); revise §§ 598.105-61 and 599.401; and add new § 599.403, as follows:

§ 595.104-5 Contract clause.

In addition to the clause prescribed by § 6.103-5 of this title, the additional special provisions set forth in this section shall be included in all contracts for supplies; experimental, developmental, or research; and in contracts for services when applicable, except that these provisions shall not be included in contracts exclusively for articles, materials or supplies for use outside the United States, for items not listed in § 595.103-5, involving procurements exempt under provisions of § 595.504(c), and for Civil Works acquired with funds appropriated for Civil Functions, Department of the Army.

(a) *Supply contracts.* The following special provisions shall be included in supply contracts: The following articles, materials, and supplies which are to be acquired under this contract are listed in paragraph 6-103.5 of the Army Pro-

urement Procedure. Accordingly, bids or proposals offering (i) Canadian end products as defined in paragraph 6-101 (e) of the Armed Services Procurement Regulation, or (ii) supplies which are mined, produced or manufactured in Canada and are to be incorporated in end products manufactured in the United States, for the following listed supplies acquired under this contract will be treated as domestic bids or proposals as defined in paragraph 6-101(g) of the Armed Services Procurement Regulation. (Insert broad class of listed items from APP 6-103.5 as applicable.)

§ 598.105-61 Approval of agreements.

(a) *Agreements requiring approval.* Approval is required by or on behalf of the Assistant Judge Advocate General for Civil Law of all agreements authorized by Section 506 of the Mutual Security Act of 1954 (22 U.S.C. 1758), in the Invention Secrecy Act (35 U.S.C. 181-188), 28 U.S.C. 1498 or 10 U.S.C. 2386 (see § 598.105 (a), (b), and (c)), made under any of the following circumstances where:

(1) The agreement provides for total payment by the Government of \$25,000 or more, or

(2) The agreement included a license: (i) Limited to a term less than the life of any patent involved;

(ii) Limited to any particular Government purpose;

(iii) Limited to less than all Government agencies on the same terms; or

(iv) Not providing for disposition in accordance with law of any article or material embodying the subject of the license, or

(3) The rights obtained are a release of past infringement only.

(b) *Submission for approval.* Where approval of an agreement is required by paragraph (a) of this section, or because the agreement contains a deviation from the requirements of § 598.105, the designee shall submit the agreement in the number of copies required to be executed (plus one unexecuted copy) to the Chief, Patents Division, Office of The Judge Advocate General. The agreement shall be accompanied by a memorandum of facts signed by the designee setting forth, where pertinent:

(1) Identification and brief description of the subject matter of the patent, patent application, or invention involved in the claim being settled.

(2) Date of clearance required by § 598.105-55.

(3) A brief statement of the designee's conclusions regarding validity and infringement and the reasons therefor.

(4) A statement of the extent of Government use of the invention, including the estimated money value of the claim, if any, and an estimate of future procurement, if any, involving possible increase of the amount of the claim.

(5) Specific reference to the paragraphs in this subchapter necessitating the requested approval.

(6) Reasons for any deviation from any prescribed contract clause, and precise statement of such deviation.

(7) Recommendation, with supporting reasons, that the contract be approved.

§ 599.401 Policy.

(a) Contracting officers ordinarily are not concerned with the insurance program of a contractor performing under a fixed-price contract. However, the contracting officer should concern himself with the contractor's insurance program when the special circumstances outlined in § 10.401 of this title, or unusual hazards, exist. Examples of such situations are:

(1) The effect of insurance premiums or uninsured losses upon the final cost of a fixed-price contract with price adjustment provisions;

(2) The possibility of bodily injury or property damage to military personnel and their dependents, Government employees, and others during the performance of a contract;

(3) The nonavailability of adequate insurance coverage in the commercial market at an acceptable rate or premium; and

(4) Policies of installation commander (see AR 608-10).

(b) If the contracting officer determines that evidence of insurance is necessary pursuant to paragraph (a) of this section, he may require a written statement from the contractor setting forth insurance carried, type of coverage, amounts and limits of such coverage, the name or names of the insurers, the serial number of each insurance policy, the period covered by each policy, and other pertinent information. Such statements should normally indicate:

(1) That the coverage is adequate for the purpose (Subpart E of this part may be used as a guide to minimum limits of coverage), (2) that such coverage will be continued in force throughout the period of contract performance, and (3) that the contracting officer will be notified of any significant change in the contractor's relative insurance program.

(c) Outside the United States and its territories, insurance requirements may be modified as deemed appropriate by the contracting officer. Examples of reasons for requiring such modifications are: (1) Government-to-Government treaties or agreements; (2) the laws and customs of the country where the contract performance will be undertaken; or (3) the availability and cost of the normal coverage.

(d) In cases where it is determined insurance coverage is required, the Invitation for Bids or Request for Proposals will clearly set forth the Insurance requirements to all prospective bidders or offerers.

§ 599.403 Workmen's compensation insurance overseas.

Request for waiver of the requirements of the Defense Base Act, as amended (42 U.S.C. 1651 et seq.), will be forwarded to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attention: Chief, Contracts Division (see § 599.501-1(b)).

8. Revise paragraph (a) in § 599.552 and add new §§ 601.403 and 601.403-2, as follows:

§ 599.552 Accident and disability insurance for extra-hazardous occupations.

(a) Insurance for risks of disability or death due to extra-hazardous occupations of contractor employees may be procured under one of the master policies negotiated with the Indemnity Insurance Company of North America. Master Policy No. FD-502 covers research operations, and Master Policy No. FD-508 covers other than research operations. The rate is \$25 per year/per person for \$10,000 principal sum and \$5 per year/per person for \$2,500 Medical Expense optional coverage. Units of principal sum coverage may be purchased in multiples of \$5,000 from \$5,000 to \$50,000 with a proportionate adjustment in the rate. The cost of coverage for a period less than one year is reduced pro-rata, subject to a minimum premium per person of \$5. The contractor may insure those employees who are engaged in extra-hazardous operations under a Government contract by contacting the insurance company. (Indemnity Insurance Company of North America, 2133 Wisconsin Avenue NW., Washington 7, D.C.)

§ 601.403 Contract clauses.

§ 601.403-2 Contracts for \$2,000 or less.

When the DD Form 1155 (Order for Supplies or Services) is used for a negotiated construction contract in the amount of \$2,000 or less the following clause will be used in lieu of the clause set forth in § 12.403-2(a) of this title.

EIGHT-HOUR LAWS—OVERTIME COMPENSATION (JAN 1961)

To the extent that this contract is of a character specified in the Eight-Hour Laws, as amended (40 U.S.C. 321-326), it is subject to the provisions of said laws. (In substance, these laws provide that laborers and mechanics employed by the Contractor or his subcontractors shall be paid not less than time and a half for work in excess of 8 hours a day. Violations are punishable as prescribed in 40 U.S.C. 322-324.)

9. Revise paragraph (d) in § 602.1715-2, and add new § 605.303-2, as follows:

§ 602.1715-2 Shipment and receipt of Government-furnished property.

* * * * *

(d) Where the property administrator is a member of a department other than the Department of the Army and is acting under a property administration interchange agreement, Reports of Survey (DD Form 46) covering discrepancies incident to incoming shipments of Department of the Army property will be secured from the single department property administrator with all spaces on the front of the form executed and in the number of copies required for compliance with AR 735-11. Where a Department of the Air Force property administrator, acting as the single department property administrator, considers the services of a surveying officer necessary, Air Force Plant Representatives and Chiefs of Air Procurement Districts are authorized to appoint Department of the Air Force personnel

to serve as surveying officers. Under such circumstances, the action required in space 43, 44 or 47 of DD Form 46 is reserved by statute to the Department of the Army installation commander responsible for administering the contract. If the Department of the Army installation commander considers that the report of the surveying officer and appointing authority does not constitute a firm basis for completing his action, he may investigate directly. Further action will be taken by the chief of the purchasing office and by the Chief of Finance in accordance with AR 735-11. [B-402.3 and C-204]

§ 605.303-2 Conditions for use.

(a) *Construction contracts.* Under the provisions of § 1.109 of this title, the Department of the Army has been granted authority to use DD Form 1155 as a negotiated construction contract in amounts of \$2,000 or less provided that the contract contains the following provisions:

(1) All clauses printed on the reverse of DD Form 1155, except clause 11, "Eight-Hour Law of 1912—Overtime Compensation";

(2) All clauses set forth in § 12.403-2 of this title, except clause (1), "Eight-Hour Laws—Overtime Compensation";

(3) The clause set forth in § 12.403-2 of this title, "Eight-Hour Laws—Overtime Compensation", and

(4) The following "Buy American Act" clause.

BUY AMERICAN ACT (JAN 1961)

The Contractor, subcontractors, material men, and suppliers must comply with the Buy American Act of March 3, 1933 (41 U.S.C. 10a-10d) and Executive Order 10582 of December 17, 1954 (19 Fed. Reg. 8723). (In substance the above require use of domestic materials except as otherwise authorized by the Act and Executive Order.)

(b) *Commissary items.* Under the provisions of § 1.109 of this title, the Department of the Army has been granted authority and will continue to use DD Form 1155c, "Continuation Sheet" in lieu of DD Form 1155c-1, "Commissary Continuation Sheet" where DD Form 1155 is used to purchase commissary items.

10. Subpart D of Part 605 is revised to read as follows:

Subpart D—Construction Contract Forms

§ 605.400 Scope of subpart.

§ 605.401 Standard Forms 19, 19A, 20, 21, 22, 23, 23A, and DD Form 1260.

§ 605.401-1 General.

See § 16.401-1 of this title.

§ 605.401-2 Use of forms for negotiated construction contracts.

DD Form 1155 (Order for Supplies or Services) may be used for negotiated construction contracts in amounts of \$2,000 or less in accordance with the provisions of § 605.303-2.

11. Revise §§ 605.502 and 605.504; revoke § 605.504-1; and add new § 605.504-50, as follows:

§ 605.502 Negotiated Contract Form for Stevedoring Services (DD Form 674).

The following Schedule, "Negotiated Contract for Stevedoring Services", DD Form 674, dated 1 May 1960, is prescribed for use by § 16.502 of this title in the procurement of stevedoring services. Since the form will not be printed and stocked by Adjutant General Publication Centers, local reproduction is authorized.

Negotiated Contract for Stevedoring Services

CLAUSE 1. General Scope of the Contract. (May 1960)

a. *General.* The Contractor shall load and discharge cargoes and in connection therewith shall perform all the duties of a stevedore on any vessel which the Contracting Officer may designate at _____ upon the terms and conditions hereinafter set forth for the term of this contract, beginning _____ and ending _____; provided, however, that any work started before and not completed by the expiration of this contract shall be governed by the terms of this contract unless otherwise directed by the Contracting Officer.

b. *Contractor's Duties (1) Loading.* In loading vessel, the contractor shall remove and handle cargo from place of rest on pier or in pier shed or within the cargo assembly area (as defined in Clause 1b(4)); also from open-top railroad cars, trucks and trailers alongside ship; also from barges, lighters, scows, car floats and open-top railroad cars on car floats alongside ship. The Contractor shall stow said cargo in any space in the vessel, including bunker space, holds, 'tween decks, on deck, and deep tanks, in the order directed by and in a manner satisfactory to the Contracting Officer and the master of the vessel or his representative.

(2) *Discharging.* In discharging vessel, the Contractor shall remove and handle cargo from any space in the vessel, including bunker space, holds, 'tween decks, on deck, and deep tanks. The Contractor shall land said cargo at place of rest on pier or in pier shed or within the cargo assembly area (as defined in Clause 1b(4)); also on open-top railroad cars, trucks and trailers alongside ship; also on barges, lighters, scows, car floats and open-top railroad cars on car floats alongside ship. The Contractor shall perform such discharging in the order directed by and in a manner satisfactory to the Contracting Officer.

(3) *Handling Explosives.* In addition to subparagraphs (1) and (2) above, the following provisions are applicable to the loading and discharging of explosives:

(a) In loading explosives the Contractor shall perform all the stevedoring services necessary for the breaking-out and discharging from railroad cars, trucks and/or lighters alongside ship or from place of rest on pier, transporting to the vessel, and properly loading, stowing and normal securing and chocking in the vessel in a manner directed by applicable U.S. Coast Guard, Army, or Navy regulations.

(b) In discharging explosives the Contractor shall perform all stevedoring services necessary for discharging cargo from the vessel to place of rest on pier or the transporting to and loading into railroad cars, trucks and/or lighters. The Contractor shall also prepare and line the cars for handling the cargo (except the paying of new flooring) and shall brace, secure, cut bands, and lash the cargo in the cars in accordance with applicable regulations and shall place "explosive" placards on the cars prior to release, and shall close and seal all doors.

(c) The furnishing and preparation of gates, studs, new flooring, etc. for blocking

railroad cars, as well as prefabrication of blocking in the vessel's hold, will be at the expense of the Government.

(d) The Contractor shall not be compensated for standby time when caused by slow-up or delay of one of his operations, which delay directly affects the other operations, such as delay in loading railroad cars, or in discharging from ship's hatches, unless such slow-up or delay was beyond the Contractor's control. This does not include the time required for shifting railroad cars. No standby time will be allowed unless previously approved by the Contracting Officer.

(4) *Cargo Assembly Area.* The term "cargo assembly area" as used in this contract, is defined as ---- feet from either extremity of the vessel and for a distance of ----- feet from the vessel's inboard side.

c. *Damage Reports.* In all instances where cargo, vessel, vessel equipment or Government equipment sustains damage through handling by the Contractor's employees, a full report of the fact and the extent of such damage shall be submitted by the Contractor to the Contracting Officer within twenty-four (24) hours following the occurrence of such damage.

d. *Rigging and Unrigging.* When the ship's gear is used for handling cargo, the Contractor, at his own expense, shall rig and unrig all gear, including the rigging and unrigging of heavy-lift gear when the heavy-lift booms are used, and shall hoist, lower and secure hatch tents when necessary; provided, however, that where any one set of gear is rigged for handling less than 100 payable tons of cargo on a commodity rate basis, the Contractor shall be compensated on an extra-labor basis for the rigging and unrigging of such set of gear. Rigging and unrigging shall include topping, lowering, and trimming of booms. When the Contractor is required to perform any rigging or unrigging services for the purpose of performing extra labor services, or perform any such services at the request of the Contracting Officer for any purpose other than loading or discharging cargo on a commodity rate basis, he shall be compensated therefor at extra labor rates. When the Contractor is required to break out booms from collars or boom rest, or to reeve guys on topping lifts through blocks, he shall be compensated therefor on an extra-labor basis.

e. *Opening and Closing Vessel.* The Contractor shall, at his own expense, remove and replace tarpaulins, battens, hatch covers and beams with respect to all decks and deep tanks both during loading and unloading operations and when necessary because of weather or working conditions, as directed by the Contracting Officer; provided, however, that the opening and closing on any one hatch shall be performed on an extra-labor basis where less than one hundred (100) payable tons are to be loaded and/or discharged at the commodity rate of any hatch so worked, and also where the Contractor is required to open and close the vessel for the purpose of performing extra-labor services. The removing, handling, replacing or setting of reefer plugs during the handling of cargo in any or all refrigerated or chilled space aboard the vessel is included in the basic commodity rate, except where the complete operation is on an extra-labor basis. When the Contractor is required to open or close reefer plugs more than once in any four-hour shift because of a change in orders or type of cargo, he shall be compensated therefor on the basis of 15 minutes detention time for men in gangs, including equipment drivers and gang foremen.

f. *Docking, Undocking and Shifting of Vessels.* The Contractor shall, when requested by the Contracting Officer, furnish men to handle lines for docking, undocking and shifting of vessels, and the Government

shall compensate the Contractor therefor on an extra-labor basis.

g. *Shifting Barges, Lighters, Scows, and Car Floats.* Barges, lighters, scows, and car floats will be placed alongside the vessel without cost to the Contractor. When they are shifted from hatch to hatch, the Contractor shall do so at his own expense unless operational conditions make movement by ship's gear impracticable in which event the operation shall be at the expense of the Government.

h. *Gear Supplied by Government.* The Government, at its own expense, shall furnish and maintain in good working order the following: blocks on booms, booms, heavy lift cranes, wire and rope falls rigged, gantlines rigged on booms, hatch tents, lighters and floating derricks, lights on wharves and vessels, pallet boards, power and steam necessary, preventers on booms, and winches. Floating derricks and heavy lift cranes will not be used when, in the opinion of the Contracting Officer, the ship's equipment can be used satisfactorily.

i. *Gear Supplied by Contractor.* The Contractor shall perform an efficient stevedoring operation and, except as provided in paragraphs h and j of Clause 1, shall at his own expense, furnish all necessary and proper gear, including the following: ammunition gear (when handling ammunitions and explosives), roller conveyors, hooks, cargo nets, save-all nets, rollers, skids, chain slings, wire and rope slings (except heavy-lift slings used in connection with shore or floating heavy-lift cranes), drag lines, spreaders, hand trucks, machinery dollies, trailers, lift trucks, tractors, and tractor cranes (up to 5-ton lifting capacity); provided, however, that the Contractor shall be compensated for furnishing mobile equipment in accordance with the applicable schedule in Clause 2, whenever such equipment is furnished in connection with services performed on an extra-labor basis.

j. *Rental of Mobile Equipment.* (1) The Contractor, when directed by the Contracting Officer to supply extra-labor services, shall upon request of the Contracting Officer also supply and maintain the necessary mobile equipment to the extent available, and the Contractor shall be compensated therefor at the rates set forth in the applicable schedule of Clause 2.

(2) Upon request, the Government will supply mobile equipment, if available, to the Contractor, and the Government shall be compensated therefor at the rates set forth in the applicable schedule of Clause 2.

(3) If the Government supplies mobile equipment to the Contractor for use in performing extra-labor services, no charge shall be made by the Government for the use of such mobile equipment.

k. *Transportation of Gear by Contractor.* The Contractor will transport his own gear and equipment when necessary at his own expense, except transportation of said gear and equipment shall be at Government expense when the vessel is loading or unloading in stream or at any other location inaccessible to trucks.

l. *Tiering.* If cargo on the pier or in the cargo assembly area (as defined in Clause 1b(4)) is beyond the reach of the Contractor's equipment, the Government will break it down at the place of tiering so that it can be handled by the Contractor's equipment. No charge will be made by the Contractor for removing cargo from piles within the reach of his equipment. The tiering of cargo above reach of the Contractor's equipment will be at Government expense. When the Contractor is required to break down cargo tiered above the reach of his equipment or to tier cargo beyond the reach of his equipment, the Government will compensate the Contractor therefor on an extra-labor basis.

m. *Dunnage.* The loading, shifting within the same hatch, and laying of all dunnage

(including cordwood, tarpaulins, matting and reefer stripping) necessary to properly stow and secure the vessel's cargo, and reverse the operation when discharging the vessel's cargo, is included in the basic commodity rate.

n. (1) *Lashing and Securing.* The Contractor shall, at his own expense, lash and secure all cargo below deck when loaded on a commodity-rate basis, as directed by the Contracting Officer. Lashing and securing of cargo below deck which was loaded on an extra-labor basis and the lashing of all on-deck cargo will be done at extra-labor rates. The Government will supply lumber, wire, turnbuckles, and other equipment as may be required for dunnaging, securing, and shoring cargo in all instances.

(2) *Unlashing and Unsecuring Cargo.* When cargo is discharged on a commodity-rate basis the Contractor shall, at his own expense, unlash all cargo on deck and below deck and shall remove all tomming, chockings, tank beds, and all types of double dunnage flooring, except false decks, as directed by the Contracting Officer. The unlashing and unsecuring of cargo on deck and below deck, if discharged on an extra-labor basis, will be done at extra-labor rates.

(3) *Carpenter Work, Welding and Burning.* All necessary carpenter work and welding and burning shall be at the expense of the Government.

o. *Tonnage Figures and Invoices.* The weight ton referred to in this contract is a ton of 2240 pounds, and the measurement ton is a ton of forty (40) cubic feet. Where rates are provided on both a weight and measurement basis, the Contractor shall be paid on the basis of a manifested ton, which ever produces the greater tonnage, the weight ton of 2240 pounds or the measurement ton of forty (40) cubic feet. The maximum measurement tonnage upon which compensation is to be computed for any manifested item of cargo excluding that cargo classified as Item 11, General Cargo, will be four (4) measurement tons for each weight ton, and the maximum tonnage either weight or measurement, upon which compensation is to be computed for any single lift shall be one hundred fifty (150) tons. The Government will furnish the Contractor a breakdown of cargo loaded or discharged according to the commodity list, at the option of the Contracting Officer, manifests will be furnished. Invoices for each vessel loaded or discharged will be submitted by the Contractor not later than ten (10) days after receipt of tonnage figures or manifests. Progress payments for services performed on each vessel may be made upon approval of the Contracting Officer, provided that such progress payments shall not exceed 90% of the direct labor cost to the Contractor of the services upon which payment is made, which cost shall be determined from evidence submitted by the Contractor and which must be such as to be satisfactory to the Contracting Officer. No services will be paid for by the Government other than those specifically enumerated herein and provided for in the rate schedule of this contract or elsewhere in this contract.

p. *Hardship (Unusual Conditions).* If the Contracting Officer determines that due to unusual vessel, dock, or cargo conditions, the loading or unloading of any particular cargo at the basic commodity rates will work a hardship upon the Contractor, he may so certify in writing (in advance, if possible) and authorize the compensation to the Contractor for loading or unloading such cargo at the extra-labor rates set forth in the applicable schedule in Clause 2. Unusual conditions will include, but not be limited to, inaccessibility of ship's cargo gear to place of stowage, side port operations, and small quantities of cargo in any one hatch.

q. *Detentions.* (1) Detention (sometimes referred to as "standby time" or "waiting-time") is defined as time lost as a result of

RULES AND REGULATIONS

the stoppage, or inability to start, of loading or discharging of cargo due to causes beyond the control and without the fault or negligence of the Contractor, including, but not limited to, a breakdown of the vessel's equipment or Government-furnished gear, bad weather, non-readiness of the vessel, non-arrival of cargo or non-availability of equipment required to be furnished by the Government.

(2) When cargo is worked on a commodity rate basis the Contractor shall, without limitation, absorb each detention of ----- minutes or less; but the Government shall pay the Contractor at detention rates for men in gangs, including equipment drivers and gang bosses, for each detention in excess of ----- minutes including the first ----- minutes thereof.

(3) When loading or discharging of cargo is performed on an extra-labor basis, the Government will pay the Contractor at extra-labor rates for the first ----- minutes of each detention and will pay the Contractor on a detention rate basis for all time of each detention except the first ----- minutes.

(4) Minimum time is defined as the time in addition to time actually worked for which the Contractor is required to pay his employees to comply with minimum time requirements of labor agreements applicable to the Contractor and his employees. The Government shall pay the Contractor for minimum time at detention rates.

(5) If any detention or minimum time as defined in preceding subparagraphs (1) and (4) is due to the fault of the Contractor or the failure of the Contractor to comply with proper instructions of the Contracting Officer the entire time resulting therefrom shall be at the expense of the Contractor.

r. Extra Labor. The Contractor shall, when directed by the Contracting Officer, supply extra labor for miscellaneous services when not occasioned by the negligence of the Contractor, and shall be compensated therefor on an extra-labor basis. Among the miscellaneous services for which such extra labor may be required, but not by way of limitation, are the following: ammunition handling (when commodity rate does not apply); cleaning vessel's holds and decks; handling excess dunnage and debris; handling mail and baggage, rehandling, removing or shifting cargo; removing or securing tank lids when secured by more than four bolts for each lid; handling ship's stores and material.

s. Overtime Rates. The Contractor shall order out men for overtime work only with the approval of the Contracting Officer. When approved by the Contracting Officer, and in accordance with such approval, the Contractor shall be paid for all overtime services, in addition to the applicable commodity rates, or man-hour rates, at the overtime differential rates set forth in the applicable schedules of Clause 2. Overtime periods will be determined in accordance with the prevailing collective bargaining agreements applicable to the Contractor and his employees.

t. Penalty Rates. Except where the applicable commodity rates or man-hour rates expressly include cargo penalties, the Contractor shall be compensated for penalties, where payable under applicable collective bargaining agreements, at the rates set out in the penalty rate schedule of Clause 2.

u. Traveling Time. When the Contractor is required to pay traveling time to the men employed, the Contractor shall be compensated therefor at the rates specified in the applicable schedule of Clause 2.

v. Transportation of Men and Other Allowances. When the Contractor is re-

quired by applicable collective bargaining agreements to pay allowances for subsistence, quarters, and rail, bus, or boat fares in transporting the men employed, the Contractor shall be compensated therefor at the rates specified in the applicable schedule of Clause 2, or, if the contract contains no such schedule, at the actual out-of-pocket cost to the Contractor.

w. Income for Handling Lighters, Cars, etc. Any and all income derived from sources other than provided for in this contract for the handling of cargo direct to or from lighters, barges, scows, trucks, and railroad cars, and to or from ships under this contract, will be for the account of the Contractor and shall be collected by the Contractor. Collection of this income by the Contractor is reflected in the commodity rates.

CLAUSE 2. Schedule of Rates. (Dec 1957)

a. Commodity Rates. The Contractor will be compensated for services, except those specified elsewhere in this contract, at the commodity rates listed herein which are based on straighttime rates of pay only. The rates named in Columns A and B are based on normal operation involving use of ship's gear. The rates in Columns C and D are applicable when the Government furnished floating derricks and/or shore cranes for heavy lifts beyond the capacity of ship's gear and also when furnished at the request of the Contractor to expedite the handling of any cargo. The rates in Columns C and D are not applicable when Government-furnished floating derricks and/or shore cranes are used because ship's gear is inoperable.

SCHEDULE I—COMMODITY TONNAGE RATES

	Loading		Discharging	
	A Ship's Gear 2240# 40c/f	C Derrick/ Crane 2240# 40c/f	B Ship's Gear 2240# 40c/f	D Derrick/ Crane 2240# 40c/f
1. a. Airplanes and gliders and all accompanying parts, radar screens, boxed or crated.....				
b. Same as above, unboxed.....				
2. a. Vehicles: Automobiles, trucks, buses, ambulances, vans, chassis, trailers, carts, boxed.....				
b. Same as above, unboxed.....				
3. a. Vehicles: Locomotives, and tenders, railroad rolling stock.....				
b. Caissons, tractors, tanks, bulldozers, gun carriers and carriages, boats, all types.....				
4. Arms, ammunition, small caliber, all types, except explosives.....				
5. a. Barrels and metal drums (10-14 cu. ft.) other than empty.....				
b. Same as above, each empty.....				
c. Asphalt (10-14 cu. ft. containers).....				
6. Petroleum products, lubricants, paints, etc., in containers less than 10-14 cu. ft.....				
7. Gasoline and other fluids (in 5 gal. jeep cans).....				
8. Explosives (including penalty).....				
9. Cement in bags from dock or lighter.....				
10. a. Refrigerated cargo 32° or below.....				
b. Chilled cargo above 32°.....				
11. General cargo not otherwise specified.....				
12. Household goods.....				
13. Metal Products (ferrous and nonferrous):				
a. Ingots, blooms, bars, slabs, billets.....				
b. Plates, beams, sheet piling, reinforcing rods, angles, channels, and rails, all not over 40 feet long.....				
c. Plates, beams, sheet piling, reinforcing rods, angles, channels, and rails, all over 40 feet long.....				
d. Tinplate, sheets, nails, spikes, bolts, washers, fittings, nuts, tools, chains, shackles, blocks, etc.....				
e. Fabricated (see Note 2).....				
14. a. Pipe, all types (6" in diameter or under).....				
b. Pipe, all types (over 6" in diameter).....				
15. Landing mats.....				
16. a. Reels, cables, and wire.....				
b. Same as above, empty.....				
17. Houses (KD) all kinds.....				
18. Forage, hay, straw in bales.....				
19. a. Pilings and poles at end of ship's tackle (see Note 1).....				
b. Lumber and logs at end of ship's tackle (see Note 1).....				
c. Lumber, bunked or ricked in unit loads at end of ship's tackle (see Note 1).....				
20. a. Pilings and poles other than at end of ship's tackle (see Note 1).....				
b. Lumber and logs other than at end of ship's tackle (see Note 1).....				
c. Lumber, bunked or ricked in unit loads other than at end of ship's tackle (see Note 1).....				
21. a. Poles, piles, ties, cross arms, shingles, all creosoted, at end of ship's tackle, all carrying a penalty rate (see Note 1).....				
b. Same as above, except other than at end of ship's tackle, (see Note 1).....				
22. a. Wallboard, plywood, roofing paper, building board, celotex, gypsum board, plastic board, lining paper, and similar products.....				
b. All of the above in unitized loads.....				
23. Anti-submarine net materials.....				
a. Buoys.....				
b. Nets.....				
c. Jack-stays, anchor chains, shackles, rings.....				
24. a. Assembled steel pontoons, assembled steel storage tanks up to 200 cu. ft.....				
b. Same as above in excess of 200 cu. ft.....				

NOTE 1: Items 19, 20, and 21. When lumber or logs are manifested on the basis of board-foot measurement and when piling is manifested on the basis of lineal-foot measurement payment to the Contractor shall be computed on the basis of a measurement ton. Six hundred (600) board-foot measurement of lumber or logs shall be taken as one measurement ton. Thirty (30) lineal feet of piling of any dimension shall be taken as one measurement ton.

NOTE 2: Metal Products, Fabricated, referred to in classification 13e are beams, angles, channels, etc., to which plates or other metal fixtures have been attached by bolts or otherwise, preliminary to their use in building operations, or which have undergone some manufacturing process which renders their handling and stowage more difficult.

b. Miscellaneous Hourly Rate Schedules.

TABLE OF SCHEDULES
(Rate per hour)

Rating	Extra labor, straight time rate	Travel time and detentions in nonexplosive area	Overtime differential	Explosive, straight time rate	Travel time and detentions in explosive area	Explosive, overtime differential	Premium meal hour differential	
	Schedule II	Schedule III	Schedule IV	Schedule V	Schedule VI	Schedule VII	Schedule VIII	
							Nonexplosive	Explosive
Longshoremen.....								
Winch Driver.....								
Hatch Tenders.....								
Fork-lift Operators.....								
Jitney Operators.....								
Crane Operators.....								
Ship Foremen.....								
Walking Bosses.....								
Assistant Ship Foremen.....								
Crane Foremen.....								
Supercargoes.....								
Head Clerks.....								
Clerks.....								
Checkers.....								

c. Stevedoring Cargo Penalty Rates—Schedule IX. Penalty differentials relative to types of workers, cargo, and working conditions will be determined in accordance with the applicable collective bargaining agreements and the Contractor will be compensated therefor at the following penalty differential rates:

Cargo carrying straight time penalty of:	Rates per man per hour		Premium meal hour
	S/T	O/T	

d. Equipment Rental—Schedule X.

Type of equipment	Rate per hour ¹
Tractors.....	
Fork-lift trucks.....	
Cranes up to 10 tons with operator and oiler.....	
Cranes from 10 to 20 tons with operator and oiler.....	
Ross Lumber carriers.....	
Miscellaneous small gear per gang..... ⁽²⁾	

¹ Rates per hour include fuel, lubricants, and maintenance.
² Rate per gang per hour.

CLAUSE 3. Revision of Prices. (May 1960)

a. The prices fixed in this contract are based on wages and working conditions established by collective bargaining agreements and on other conditions in effect on the date of this contract. Such prices may be increased or decreased in accordance with this clause.

b. Demand for Negotiation. Any time and from time to time, subject to the limitations specified in this clause, either the Government or the Contractor may deliver to the other a written demand that the parties negotiate to revise the prices under this contract. No such demand shall be made before ninety (90) days after the date of this contract, and thereafter neither party shall make a demand having an effective date within ninety (90) days of the effective date of any prior demand; provided, however, that this limitation shall not be applicable in the event that during any ninety-day period there is a "wage adjustment" as hereinafter defined. The term "wage adjustment", as used in this clause, means a change in the wages, salaries, or other terms or conditions of employment which shall substantially affect the cost of performing this contract and which shall be generally applicable to the port where work under this

contract is performed and shall be applicable to operations by the Contractor on non-Government work as well as to work under this contract. Each demand shall specify a date (identical with or subsequent to the date of the delivery of the demand) as to which the revised prices shall be effected as to services performed thereon and thereafter. This date is hereinafter referred to as the "effective date of the price revision." Any demand under this clause, if made by the Contractor, shall state briefly the ground or grounds therefor and shall be accompanied by the statement and data referred to in paragraph c of this clause. If the demand is made by the Government, such statements and data will be furnished by the Contractor within thirty days of the delivery of the demand.

c. Submission of Data. At the time or each of the times specified or provided for in paragraph b of this clause, the Contractor shall submit (i) a new estimate and breakdown of the unit cost and the proposed prices for the services to be performed under the contract after the effective date of the price revision itemized so far as is practicable in the manner in which the cost estimates were itemized in connection with the original negotiation of the contract; (ii) an explanation of the differences between the original (or last preceding estimate and the new estimates; (iii) such relevant operating data, cost, records, overhead absorption reports, and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimates; (iv) a statement of the experienced costs of performance hereunder to the extent that they are available at the time or times of the negotiation of the revision of prices hereunder; and (v) any other relevant data usually furnished in the case of negotiation of prices under a new contract. The Government may make such examination of the Contractor's accounts, records, and books as the Contracting Officer may require and may make such audit thereof as the Contracting Officer may deem necessary.

d. Negotiations. (1) Upon the filing of the statements and data required by paragraph c of this clause, the Contractor and the Contracting Officer will negotiate promptly in good faith to agree upon prices for services to be rendered on and after the effective date of price revision. Negotiations for price revisions under this clause shall be conducted on the same basis, employing the same types of data, including, without limitation, comparative prices, comparative

costs, and trends thereof, as in the negotiation of prices under a new contract: *Provided, however,* That if the prices in the contract were arrived at as a result of competitive negotiation, the contract prices shall not be revised upward except upon the basis of and as justified by changes in conditions occurring after the contract was entered into.

(2) After each negotiation the agreement reached will be evidenced by a supplemental agreement stating the revised prices to be effective with respect to service rendered on and after the effective date of the price revision (or such other later date as the parties may fix in such supplemental agreement).

e. Disagreements. If, within thirty days after the date on which the statements and data are required pursuant to paragraph b of this clause to be filed (or such further period as may be fixed by written agreement), the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with clause 20 (Disputes), and the prices so fixed shall remain in effect for the balance of the contract notwithstanding any other provision of this clause.

f. Payments. Until new prices shall become effective in accordance with this clause, the prices in force at the effective date of the price revision shall be paid upon all services performed, subject to appropriate later revisions made pursuant to paragraph d or e of this clause.

g. Retroactive Changes in Wages of Working Conditions. In the event of a retroactive wage adjustment the Contractor or the Contracting Officer may request an adjustment in the prices fixed in this contract, and such adjustment will be made to the extent equitable; provided, however, that the prices applicable to services performed subsequent to the date of the request for price adjustment shall not be adjusted under this paragraph, it being the intent that any price adjustment under this paragraph shall cover the period prior to such request. Such request by the Contractor shall be made within thirty days of such retroactive wage adjustment and shall be supported by (i) an estimate of the changes in cost occasioned by the retroactive adjustment, (ii) complete information upon which such estimate is based, and (iii) a certified copy of the collective bargaining agreement, arbitration award or other document evidencing the retroactive wage adjustment. Subject to the foregoing limitations as to the time of making a request hereunder completion or termination of this contract shall not affect or impair the Contractor's right under this paragraph. Such adjustment shall be by mutual agreement between the Contracting Officer and the Contractor. The adjusted prices, and the manner of making adjustments with respect to services theretofore paid for, shall be incorporated in an amendment to this contract to be executed by the Contractor and the Contracting Officer. In case of disagreement concerning any question of fact, including whether any adjustment should be made, or the amount of such adjustment, such disagreement will be resolved in accordance with the clause in this contract entitled "Disputes". The Contractor shall give written notice to the Contracting Officer of any request by or on behalf of the employees of the Contractor which may result in a retroactive wage adjustment. Such notice shall be given within twenty days after such request, or if request has occurred prior to execution of this contract, at the time of execution of this contract.

CLAUSE 4. Default. (Dec 1957)

a. The Government may, subject to the provisions of paragraph c below, by written notice of default to the Contractor, terminate the whole or any part of this con-

tract in any one of the following circumstances:

(i) If the Contractor fails to perform the services within the specified herein or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms; or

(ii) If the Contractor fails to perform any of the other provisions of this contract and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

b. In the event the Government terminates this contract in whole or in part as provided in paragraph a of this clause, the Government may itself perform or may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs of such performance or procurement and for any other damages suffered by the Government as a result of the Contractor's default; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs or other damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, and strikes (unless labor normally used by the Contractor in the performance of this contract is willing to work for the Contractor during the strike in the performance of work under this contract at wages and under working conditions in effect immediately prior to such strike); but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs or other damages for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

d. 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.

CLAUSE 5. *Indefinite Quantities.* (Dec 1957)

The amount of work and services which the Contractor may be required to furnish and the Government to accept hereunder, shall be the amount which shall from time to time be ordered hereunder by the Contracting Officer, during the term of this contract. In any event, however, the Government shall order, during the term of this contract, work or services having an aggregate value at the prices listed in the schedules made a part hereof of not less than \$100.00.

CLAUSE 6. *Examination of Records and Accounts.* (May 1960)

a. *By the Contracting Officer.* (1) The Contracting Officer shall have access to all accounting records applicable to this account and the method of accounting used by the Contractor shall be subject to the approval of the Contracting Officer, but no material

change will be made in the Contractor's method if it conforms to good accounting practice and the costs are readily ascertainable therefrom. So far as it is practicable, the Contractor shall maintain a complete separate system of accounts under this contract and shall preserve for a period of at least three years after the expiration or termination of the contract or any extension thereof, all books, papers, or other accounting records, pertaining thereto.

(2) All information obtained from the Contractor's records pursuant to a(1) above shall be treated as confidential.

b. *By the Comptroller General.* (1) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.

(2) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(3) This subparagraph b is not applicable to contracts of \$2,500 or less.

CLAUSE 7. *Subcontracting.* (Dec 1957)
No work hereunder agreed to be performed by the Contractor shall be subcontracted by him without the written consent of the Contracting Officer.

CLAUSE 8. *Employees of Contractor.* (Dec 1957)

All employees of the Contractor employed in performance of work under this contract shall be employees of the Contractor at all times and not of the Government. The Contractor shall comply with the Social Security Act, the Longshoremen's and Harbor Workers' Compensation Act, and such Workmen's Compensation Laws and Unemployment Insurance Laws of the state where the work is performed as shall be applicable to work performed hereunder and the Contractor shall comply with all other relevant legislation, state and Federal.

CLAUSE 9. *Removal of Employees of Contractor.* (Dec 1957)

Contracting Officer may require that the Contractor remove such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable and whose continued employment with respect to the services to be performed under this contract is deemed by the Contracting Officer to be contrary to the public interest.

CLAUSE 10. *Termination.* (Dec 1957)

a. This contract may be terminated at any time by either party hereto upon thirty days' notice in writing to the other. Termination under this clause shall not affect, or relieve any party of, any obligation or liability that may have accrued prior to such termination.

b. Upon termination of the contract under a above or as provided in Clause 4 of this contract, the Contractor shall be paid any sum due the Contractor for services performed under this contract to the date of such termination, and in the event of partial termination shall be paid in accordance with the terms of this contract for any services furnished under the portion of the contract that is not terminated; provided, however,

any such payments shall be without prejudice to any claim which the Government may have against the Contractor under Clause 4 of this contract or otherwise, and the Government shall have the right to offset any such claims against such payments.

CLAUSE 11. *Liability and Insurance.* (May 1960)

a. *The Contractor.*

(1) Shall be liable to the Government for loss of or damage to property, real and personal, owned by the Government or for which the Government is liable. For the purpose of this clause all cargo loaded or unloaded under this contract is agreed to be property owned by the Government or property for which the Government is liable. The amount of the loss or damage as determined by the Contracting Officer will be withheld from payments otherwise due the Contractor until the actual loss or damage is ascertained, at which time the Contractor shall be paid the difference, if any, between the amount withheld and the amount of the actual loss or damage sustained by the Government;

(2) Shall be responsible for and hold the Government harmless from loss or damage to property not included in (1) above occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents, or employees, in the performance of work under this contract; and

(3) Shall be responsible for and hold the Government harmless from bodily injury and death of persons occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents or employees in the performance of work under this contract. Determinations of liability and responsibility by the Contracting Officer will constitute questions of fact within the meaning of the Clause of this contract entitled "Disputes". The general liability and responsibility of the Contractor under this Clause are subject only to the following specific limitations.

b. The Contractor shall not be responsible to the Government for and does not agree to hold the Government harmless from loss or damage to property or bodily injury to or to death of persons:

(1) If the unseaworthiness of the vessel or failure or defect of the gear or equipment furnished by the Government contributed jointly with the fault or negligence of the Contractor in causing such damage, injury or death, and the Contractor, his officers, agents, and employees, by the exercise of due diligence, could not have discovered such unseaworthiness or defect of gear or equipment, or through the exercise of due diligence could not otherwise have avoided such damage, injury, or death.

(2) If the damage, injury, or death resulted solely from an act or omission of the Government or its employees or resulted solely from proper compliance by officers, agents, or employees of the Contractor with specific directions of the Contracting Officer.

c. The Contractor shall at his own expense procure and maintain during the term of this contract, insurance as follows:

(1) Standard Workmen's Compensation and Employers' Liability Insurance and Longshoremen's and Harbor Workers' Compensation Insurance or such of these as may be proper under applicable state or Federal statutes. The Contractor may, however, be self-insurer against the risk in this subparagraph (1), if it has obtained the prior approval of the Contracting Officer. This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as such self-insurer under applicable provisions of law.

(2) Bodily Injury Liability Insurance in an amount of not less than \$50,000 any one person and \$250,000 any one accident or occurrence.

(3) Property Damage Liability Insurance (which shall include any and all property, whether or not in the care, custody, or control of the Contractor) in an amount of not less than \$250,000 on account of any one accident.

d. All policies of insurance required under the terms of this contract shall by appropriate endorsement, or otherwise, provide that no cancellation thereof shall be effected unless thirty (30) days' prior written notice thereof has been given to the Contracting Officer.

e. Satisfactory evidence of the required insurance endorsed as above shall be filed with the Contracting Officer prior to the performance of any work under this contract.

f. The Contractor shall, at his own cost and expense, defend any suits, demands, claims, or actions, in which the United States might be named as a co-defendant of the Contractor, arising out of or as a result of the Contractor's performance of work under this contract, whether or not such suit, demand, claim, or action arose out of or was the result of the Contractor's negligence. This shall not prejudice the right of the Government to appear in such suit, participate in defense, and take such action as may be necessary to protect the interests of the United States.

g. It is expressly agreed that the provisions contained in Sections through j of this Clause shall not in any manner limit the liability or extent of liability of the Contractor as provided in Sections a and b of this Clause.

h. In the event that the Contractor is indemnified, reimbursed, or relieved for any loss or damage to Government property, he shall equitably reimburse the Government. The Contractor shall do nothing to prevent the Government's right to recover against third parties for any such loss, or damage and, upon the request of the Contracting Officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

CLAUSE 12. Eight-Hour Law of 1912—Overtime Compensation. (Jan 1958)

This contract, to the extent that it is of a character specified in the Eight-Hour Law of 1912 as amended (40 U.S.C. 324-326) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Eight-Hour Law of 1912, as amended, and to all other provisions and exceptions of said Law.

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of the said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day; and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus

imposed shall be withheld for the use and benefit of the Government.

CLAUSE 13. Nondiscrimination in Employment. (Sep 1954)

a. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.

b. The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

CLAUSE 14. Convict Labor. (Mar 1949)

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

CLAUSE 15. Notice to the Government of Labor Disputes. (Sep 1953)

a. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

b. The Contractor agrees to insert the substance of this clause, including this paragraph b, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

CLAUSE 16. Officials Not to Benefit. (Jul 1949)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

CLAUSE 17. Covenant Against Contingent Fees. (Jan 1958)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

CLAUSE 18. Assignment of Claims. (Jan 1958)

a. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and re-

assigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

b. In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any person not entitled to receive the same, provided, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

CLAUSE 19. Definitions. (Jan 1958)

As used throughout this contract, the following terms shall have the meanings set forth below:

a. The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and the head or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

b. The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

c. Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

CLAUSE 20. Disputes. (Jan 1958)

a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

b. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph a above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

CLAUSE 21. Renegotiation. (Oct 1959)

a. To the extent required by law, this contract is subject to the Renegotiation Act of

1951 (50 U.S.C. App. 1211, et seq.), as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an Act of Congress heretofore or hereafter enacted. Subject to the foregoing this contract shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

b. The Contractor agrees to insert the provisions of this clause, including this paragraph b, in all subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended.

CLAUSE 22. Gratuities. (Mar 1952)

a. The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in paragraph a hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. 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.

CLAUSE 23. Alterations in Contract. (Jul 1949)

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

§ 605.504 Order for paid advertisements (Standard Forms 1143 1143a).

Standard Forms 1143 and 1143a shall be used in accordance with § 1.1005 of this title and § 590.1005 of this subchapter.

§ 605.504-1 Request for authority to advertise (DA Form 192). [Revoked]

§ 605.504-50 Request for authority to Advertise (DA Form 192).

See § 590.1005 of this subchapter.

12. Revise item 18 in § 605.550(b), and §§ 606.202(b), 606.204-2, and 606.204-3, as follows:

§ 605.550 Lease Agreement—Government-Owned Personal Property.

* * * * *

(b) Authority is granted in effecting procurement outside the United States and its possessions to deviate from the form to the extent indicated:

18. *Disputes.* Substitute "Disputes" clause prescribed in § 7.103-12(b) of this title. This clause may be modified to provide for intermediate appeal to the Head of the Procuring Activity concerned.

§ 606.202 Execution of contracts—requirements.

* * * * *

(b) *Contracting Officer's signature.* In the case of formal advertising, the personal signature of the contracting officer on the award and communication of a notice of award to the successful bidder creates a binding agreement. In the case of negotiated contracts, the contracting officer shall personally sign on behalf of the United States after the contractor has signed, except where otherwise required by the particular contract form. In addition, the contracting officer's rank or title shall be indicated. Proxy and facsimile signatures shall not be used.

§ 606.204-2 Leases of Government personal property.

Leases and modifications to leases of Government property, regardless of amount, except as heretofore or hereafter may be delegated by the Secretary, shall be submitted for approval by the Assistant Secretary of the Army (Logistics). Requests for approval shall be addressed to the Deputy Chief of Staff for Logistics, Headquarters, Department of the Army, Attn: Chief, Contracts Division.

§ 606.204-3 Construction or rehabilitation of installations, and repairs and utilities.

Awards of formally advertised contracts for construction or rehabilitation of installations, and repairs and utilities do not require approval by higher authority, unless otherwise required by the Head of the Procuring Activity.

(a) *Chief, Contracts Division.* Awards of negotiated contracts and modifications to contracts for the construction or rehabilitation of installations, and repairs and utilities shall be submitted to the Deputy Chief of Staff for Logistics, Department of the Army, Attn: Chief, Contracts Division, for approval when entered into by a contracting officer under the jurisdiction of (1) chiefs of technical services (other than the Chief of Engineers) and the amount involved exceeds \$1,000,000; (2) the Chief of Engineers and the amount involved exceeds \$15,000,000; or (3) ZI army commanders or the Commanding General Military District of Washington, U.S. Army, and the amount involved exceeds \$1,000,000.

(b) *Chief of Engineers.* Awards of negotiated contracts and modifications to contracts entered into by the Chief of Engineers for construction or rehabilitation of installations, and repairs and utilities will be approved by the Chief of Engineers, or personally selected members of his organization designated by him, when the amount involved does not exceed \$15,000,000. Such selected members are not authorized to redelegate this authority. Subject to any further instructions which may be issued

by the Chief of Engineers, awards of contracts included in this paragraph amounting to less than \$100,000 do not require approval of higher authority.

(c) *Chiefs of Technical Services (other than Chief of Engineers.)* Chiefs and acting chiefs of technical services (other than the Chief of Engineers) are authorized to approve awards of negotiated contracts and modifications to contracts for construction or rehabilitation, and repairs and utilities not in excess of \$1,000,000 for projects approved pursuant to AR 420-10. This authority may be redelegated by chiefs of technical services to the extent deemed necessary without authority of further redelegation. Subject to any further instructions which may be issued by the chief of a technical service, contracts included in this paragraph amounting to less than \$100,000 do not require approval by higher authority.

(d) *ZI Army Commanders.* Awards of negotiated contracts and modifications to contracts entered into by ZI armies or the Military District of Washington for construction or rehabilitation of installations, and repairs and utilities will be approved personally by ZI army commanders or their deputies, or the Commanding General, Military District of Washington, U.S. Army, or his Deputy, when the amount involved exceeds \$250,000 but does not exceed \$1,000,000. ZI army commanders and the Commanding General, Military District of Washington, U.S. Army, may delegate authority to approve awards of such negotiated contracts to personally selected subordinate commanders or their deputies, without authority of further redelegation, when the amount involved exceeds \$100,000 but does not exceed \$250,000. ZI army commanders and the Commanding General, Military District of Washington, U.S. Army, may also personally select alternates for the subordinate commanders to exercise this authority. Subject to any further instructions which may be issued by ZI army commanders and the Commanding General, Military District of Washington, U.S. Army, contracts included in this paragraph amounting to less than \$100,000, do not require approval by higher authority.

(e) *Commanding Generals of Major Oversea Commands (§ 590.201-14 of this subchapter).* Awards of negotiated contracts and modifications to contracts entered into by major overseas commands for the construction or rehabilitation of installations, and repairs and utilities shall be submitted to the commanding generals of major overseas commands for approval when the amount exceeds \$1,000,000. The authority to approve awards of such contracts amounting to \$1,000,000 or less may be delegated by commanding generals of major overseas commands to the extent deemed necessary to selected individuals within their commands. Such selected individuals are not authorized to redelegate this authority.

13. Sections 606.204-5(b) and §§ 606-204-6 to 606.204-13 are revised to read as follows:

§ 606.204-5 Utility Service Contracts.

(b) *Approval of contracts.* The purchase of utility services is governed by AR 420-41 and AR 420-62 which define the term "utilities services" and prescribe the required approvals for utilities services contracts and modifications. All contracts and modifications which, under the provisions of those regulations, are subject to the manual approval of the Army Power Procurement Officer, or his authorized representative, shall be submitted for approval to the Chief of Engineers, Attn: Army Power Procurement Officer, together with the supporting information required by § 606.205(c).

§ 606.204-6 Government-Owned Contractor Operated Plants (GOCO).

The following provisions shall not apply to approval awards of contracts or modifications to contracts for tracked or wheeled vehicles or for trailers. Such proposed awards shall be subject to the approval requirements set forth in § 606.204-8.

(a) *Chief, Contracts Division.* In addition to the specific category approval requirements prescribed in § 606.204-7, proposed awards of contracts and modifications to contracts for the maintenance or operation of or for manufacture in GOCO plants shall be submitted to the Deputy Chief of Staff for Logistics, Department of the Army, Attn: Chief, Contracts Division, for approval when the amount or the estimated amount exceeds: (1) \$15,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of the Chief of Ordnance; (2) \$10,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of the Chief Signal Officer; or (3) \$5,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of the Chief Chemical Officer, the Chief of Engineers, The Quartermaster General, The Surgeon General, or the Chief of Transportation.

(b) *Chiefs of Technical Services.* Except for the specific category approval requirements prescribed in § 606.204-7, chiefs of technical services and designated senior officers of their staffs responsible for procurement are authorized to approve awards of contracts and modifications to contracts for the maintenance or operation of or for manufacture in GOCO plants in the following amounts: (1) the Chief of Ordnance in amount not in excess of \$15,000,000; (2) the Chief Signal Officer in amount not in excess of \$10,000,000; and (3) the Chief Chemical Officer, the Chief of Engineers, The Quartermaster General, The Surgeon General and the Chief of Transportation in amount not in excess of \$5,000,000. This authority may be re-delegated by chiefs of technical services to the extent deemed necessary without authority of further re-delegation.

§ 606.204-7 Specific category approval requirements.

Notwithstanding the delegations set forth in §§ 606.204-6 and 606.204-8, proposed awards of negotiated contracts and

modifications to contracts, involving additional services or supplies, for the following items in excess of the amounts stated below shall be forwarded to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Chief, Contracts Division, for approval when the contract is being entered into by a contracting officer under the jurisdiction of a head of a procuring activity other than the major oversea commanders:

(a) aircraft maintenance services, including rebuild or exchange of components for aircraft, when the amount or estimated amount exceeds \$1,000,000, or when delivery orders expected to be issued against an Indefinite Delivery Type Contract are estimated to aggregate amounts in excess of \$1,000,000; except that, the above amounts shall be limited to \$100,000 for heads of procuring activities other than chiefs of technical services;

(b) items procured under indefinite delivery type contracts, either formally advertised or negotiated, in excess of \$100,000 entered into by a contracting officer under the jurisdiction of a ZI army commander;

(c) actions which may be controversial, have sensitive aspects, or involve major policy decisions; and

(d) diesel-electric generating units with ratings in excess of 300 kva where it is proposed to procure foreign equipment either by formal advertising or negotiation.

§ 606.204-8 Contracts in general.

Award approvals required for negotiated contracts, except as otherwise specifically delegated in writing, or as stated in §§ 606.204-1 through 606.204-7, 606.204-9 and 606.204-10, are as indicated in this section. This requirement does not apply to total small business set-asides entered into under the Small Business Restricted Advertising Procedures or to other set-asides wherein the non-set-aside portion is awarded by formal advertising. The term contracts as used herein includes modifications involving additional services or supplies. The term amount includes the dollar amount of a contract or the estimated total dollar amount of delivery orders to be placed during the fiscal year under Indefinite Delivery Type Contracts (§ 606.1101).

(a) *Chief, Contracts Division.* Proposed awards of contracts included in this section, shall be submitted to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Chief, Contracts Division for approval when: (1) The amount exceeds \$1,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of the Chief Chemical Officer, The Surgeon General, or the Chief of Transportation; (2) the amount exceeds \$2,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of The Quartermaster General; (3) the amount exceeds \$3,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of the Chief of Engineers or the Chief Signal Officer; (4) the amount exceeds \$4,000,000 and

the contract is being entered into by a contracting officer under the jurisdiction of the Chief of Ordnance, or (5) when the amount exceeds \$100,000 and the contract is being entered into by a contracting officer not under the jurisdiction of a technical service or a major oversea command.

(b) *Chiefs of technical services.* Chiefs of technical services and designated senior officers (military or civilian) of their headquarters staff responsible for procurement are authorized to approve awards of contracts included in this section in the following amounts: (1) The Chief Chemical Officer, The Surgeon General, and the Chief of Transportation not in excess of \$1,000,000, (2) The Quartermaster General not in excess of \$2,000,000, (3) the Chief of Engineers and the Chief Signal Officer not in excess of \$3,000,000; and (4) the Chief of Ordnance not in excess of \$4,000,000. This authority may be re-delegated by chiefs of technical services to the extent deemed necessary, with authority for further re-delegation within the following limits; the Chief Chemical Officer, The Surgeon General, and the Chief of Transportation for contracts not in excess of \$500,000; the Chief of Engineers, the Chief of Ordnance, The Quartermaster General, and the Chief Signal Officer for contracts not in excess of \$1,000,000. Subject to any further instructions which may be issued by the chief of a technical service, contracts included in this paragraph amounting to less than \$100,000 do not require approval by higher authority.

(c) *Heads of procuring activities other than technical services and major oversea commands.* Heads of procuring activities other than technical services and major oversea commands are authorized to approve awards of contracts included in this section in amounts not in excess of \$100,000. This authority may be re-delegated to the extent deemed necessary without authority of further re-delegation.

§ 606.204-9 Major oversea commands (§ 590.201-14 of this subchapter).

Commanding generals of major oversea commands may approve awards of contracts and modifications of such contracts, not included in §§ 606.204-1 through 606.204-5, except as otherwise specifically delegated in writing. Commanding generals of major oversea commands may redelegate this authority to the extent deemed necessary without authority of further re-delegation.

§ 606.204-10 Management Engineering Contracts.

(a) Management engineering services and activities are explained in DA Pam 20-345. Proposed contracts for services of the general nature described in paragraphs 2 and 3, DA Pam 20-345 fall within the scope of AR 1-110. A contracting officer shall not execute a contract (or modification) for management engineering services prior to receipt, through channels, of Secretarial approval of the project. In the event that proposed contracts and modifications to contracts for such services are forwarded to higher authority in connection with obtaining

Secretarial approval of the project, as required by paragraph 7, AR 1-110, such proposed contracts or modifications to contracts originating in the technical services shall be submitted to the Deputy Chief of Staff for Logistics, Headquarters, Department of the Army, Attn: Chief, Systems Office.

(b) In the event that proposed contracts and modifications to contracts for management engineering services are forwarded to higher authority for contract award approval because (1) the contract amount involved exceeds that set forth in the delegated authority to approve awards of contracts (§ 606.204-8), or (2) the services being procured are of a personal services nature (§ 606.204-1), or (3) approval of award by higher authority is required or desired for other reasons, such proposed contracts or modifications to contracts shall be submitted to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Chief, Contracts Division.

(c) AR 1-110 does not apply to the employment of experts or consultants on a per diem basis (§ 606.204-1).

§ 606.204-11 Modification of contracts.

(a) Heads of procuring activities are authorized to approve awards of modifications to contracts regardless of dollar value of the modification, subject to the following conditions:

(1) The proposed modification does not require specific approval of higher authority under §§ 606.204-1 through 606.204-10.

(2) The proposed modification does not contain deviations from procurement regulations which were not authorized for use in the previously approved basic contract or modification.

(3) The profit or fee does not exceed any limitations imposed by Subchapter A, Chapter 1 of this title and this subchapter, or other procurement directives.

(4) Terms and conditions of the proposed modification are such that there is no statutory requirement for approval by higher authority. Modifications to facilities contracts involving non-severable facilities will continue to be submitted to the Deputy Chief of Staff for Logistics, Headquarters, Department of the Army, Washington 25, D.C., Attn: Chief, Contracts Division for approval.

(5) The proposed modification applies to an approved program for which funds are available.

(b) The authority contained in this section may be redelegated at the discretion of the head of procuring activity without authority for further redelegation, except that in the case of modifications involving additional supplies or services, the authority to redelegate is limited to the amount authorized under §§ 606.204-3, 606.204-6, and 606.204-8.

§ 606.204-12 Preaward clearance.

In performing the review and analysis of proposed awards submitted in accordance with the provisions of this subchapter, the Chief, Contracts Division, Office of the Deputy Chief of Staff for Logistics, Department of the Army will obtain preaward clearance from the Assistant Secretary of the Army (Logistics) in the form of a notation prior to approving proposed awards for:

(a) *Specific Category Approval Requirements* (§ 606.204-7). (1) Aircraft maintenance services in excess of \$1,000,000 (§ 606.204-7(a)).

(2) Medicare services in excess of \$10,000,000.

(3) Actions which may be controversial, have sensitive aspects, or involve major policy decisions (§ 606.204-7(c)).

(4) Diesel-electric generating units with ratings in excess of 300 kva where it is proposed to procure foreign equipment (§ 606.204-7(d)).

(5) Letter contracts when the total proposed definitive contract will exceed the amounts set forth in § 606.204-12(b).

(b) *Contracts in general* (§ 606.204-8).

(1) Amounts in excess of \$2,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of (i) the Chief Chemical Officer; (ii) The Quartermaster General, (iii) The Surgeon General; or (iv) the Chief of Transportation.

(2) Amounts in excess of \$4,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of the Chief of Engineers or the Chief Signal Officer.

(3) Amounts in excess of \$7,000,000 and the contract is being entered into by a contracting officer under the jurisdiction of the Chief of Ordnance.

(4) Amounts in excess of \$1,000,000, the contract is negotiated, and is being entered into by a contracting officer not under the jurisdiction of a technical service or major oversea command listed in § 590.201-14 of this chapter.

§ 606.204-13 Letter contracts.

Authority for approval and preaward clearance of awards of letter contracts is set forth in §§ 592.405-3 and 606.204-12 (a) of this chapter.

14. The Contracts Branch of the Office of the Deputy Chief of Staff for Logistics, Department of the Army, has been redesignated as the Contracts Division, Office of the Deputy Chief of Staff for Logistics, and the numerous references to "Contracts Branch", appearing throughout this subchapter, will be construed to mean "Contracts Division."

[C 28, APP, 30 January 1961] (Sec. 3012, 70A Stat. 157; 10 U.S.C. 3012. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314)

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

[F.R. Doc. 61-2219; Filed, Mar. 14, 1961; 8:45 a.m.]

Title 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, Department of the Army

PART 207—NAVIGATION REGULATIONS

Ohio River, Mississippi River Above Cairo, Ill., and Tributaries

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), § 207.300 governing the use, administration, and navigation of the Ohio River, Mississippi River above Cairo, Illinois and their tributaries is amended with respect to paragraph (b) to indicate the precedence for locking passenger boats, effective on publication in the FEDERAL REGISTER in order to continue the procedure which has been in effect for many years, as follows:

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

* * * * *

(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. Passenger boats shall have precedence over tows and like craft. 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.

[Regs., Feb. 27, 1961, 285/91-ENG CW-0] (Sec. 7, 40 Stat. 266; 33 U.S.C. 1)

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

[F.R. Doc. 61-2220; Filed, Mar. 14, 1961; 8:45 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

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

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 2294]

[1583870]

ALASKA

Revoking Executive Orders No. 6957 of February 4, 1935, and No. 7128 of August 6, 1935

By virtue of the authority vested in the President by section 1 of the act of June 25, 1910 (36 Stat. 847; 43 U.S.C.

141), and pursuant to Executive Order No. 10355 of May 26, 1952, it is ordered as follows:

1. Executive Orders No. 6957 of February 4, 1935, and No. 7128 of August 6, 1935, reserving the public lands in the following townships for classification, to conserve the public interest, and in aid of legislation, are hereby revoked:

SEWARD MERIDIAN

Executive Order No. 7128

- T. 16 N., R. 1 W.,
Secs. 3, 4, 5, 6, and 7.
- T. 16 N., R. 2 W.,
Secs. 1, 2, 11, and 12.

Executive Order No. 6957

- T. 17 N., Rs. 1, 2, and 3 E.
- T. 18 N., Rs. 1, 2, and 3 E.
- T. 19 N., Rs. 1 and 2 E.
- T. 17 N., Rs. 1 and 2 W.
- T. 18 N., R. 1 W.

The areas described aggregate approximately 245,617.43 acres, portions of which are unsurveyed.

2. Numerous modifications of the orders have been made since their issuance, and substantial areas have been patented. Of the areas described, approximately 113,400 acres will be opened by this order.

3. Until 10:00 a.m. on September 7, 1961, the State of Alaska shall have a preferred right to select the unappropriated public lands 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 6g of the Alaska Statehood Act of July 7, 1958 (72 Stat. 339) and the regulations in 43 CFR 76.1-76.18. Thereafter the lands will not be subject to disposition under the public land laws unless and until it is so provided by order of an authorized officer of the Bureau of Land Management.

JOHN A. CARVER, Jr.,
Assistant Secretary of the Interior.

MARCH 9, 1961.

[F.R. Doc. 61-2227; Filed, Mar. 14, 1961;
8:46 a.m.]

the FEDERAL REGISTER on March 8, 1961 (26 F.R. 1994) in the above-entitled matter is hereby corrected to change the effective date of the rule amendments from April 3, 1961, to April 8, 1961.

Released: March 10, 1961.

FEDERAL COMMUNICATIONS

COMMISSION,

[SEAL] BEN F. WAPLE,
Acting Secretary.

[F.R. Doc. 61-2255; Filed, Mar. 14, 1961;
8:49 a.m.]

PART 11—INDUSTRIAL RADIO SERVICES

Station Limitations

In the matter of amendment of Part 11, Subpart F, of the Commission's rules governing the Power Radio Service to effect editorial changes therein.

The Commission having under consideration the desirability of making certain editorial changes in § 11.253 (b) and (c) of its rules; and

It appearing that, in the above noted sections of the Commission's rules, certain references are made to another section of the rules, notably § 11.252(e), and that such references were included through inadvertence and serve only to confuse distinctions between primary and secondary communications utilizing tone signaling methods and should therefore be deleted; and

It further appearing that the amendments adopted herein are editorial in nature, and therefore, prior publication of notice of proposed rule making under the provisions of section 4 of the Administrative Procedure Act is unnecessary, and the amendments may become effective immediately; and

It further appearing that the amendments adopted herein are issued pursuant to authority contained in sections 4(i), 5(d)(1) and 303(r) of the Communications Act of 1934, as amended, and section 0.341(a) of the Commission's Statement of Organization, Delegations of Authority and Other Information:

It is ordered, This 8th day of March 1961, § 11.253 (b) and (c) is amended as set forth below, effective March 16, 1961.

(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: March 10, 1961.

FEDERAL COMMUNICATIONS

COMMISSION,

[SEAL] BEN F. WAPLE,
Acting Secretary.

Part 11 of the Commission's rules is amended as follows:

In § 11.253 paragraph (b) and the introductory text of paragraph (c) are amended to read :

§ 11.253 Station limitations.

* * * * *

(b) Base or mobile stations licensed in this service on frequencies above 25 Mc may transmit secondary tone or impulse signals to receivers at fixed locations, subject to the conditions, and for

the purposes set forth in § 11.252(f). Such a base or mobile station authorization for F3 emission will be construed to include authority for the transmission of secondary tone or impulse signals.

(c) Operational fixed stations may be authorized in this service on any frequency above 25 Mc which is being used by the applicant for mobile operations, subject to the conditions and for the purposes set forth in § 11.252(f) and further subject to the following limitations and exemptions:

[F.R. Doc. 61-2256; Filed, Mar. 14, 1961;
8:49 a.m.]

[Docket No. 13511; FCC 61-326]

PART 18—INDUSTRIAL, SCIENTIFIC, AND MEDICAL SERVICES

Miscellaneous Amendments

1. On May 13, 1960, the Commission issued a notice of proposed rule making to amend Part 18 of the rules concerning industrial heating equipment. This notice proposed to require the use of an FCC form for certification of ISM equipment, to revise the certification procedure for industrial heating equipment, to clarify the procedure to be followed by an operator of industrial heating equipment who has been found to be causing harmful interference to authorized radio services, and to make other minor changes.

2. Comments in this proceeding were received from:

Subcommittee on Induction and Dielectric Heating of the Electric Heating Committee of the American Institute of Electrical Engineers (hereinafter referred to as AIEE).

Industrial Heating Equipment Ass'n, Inc. (IHEA).

The Society of the Plastics Industry, Inc. (SPI).

General Electric Co. (GE).

General Motors Corp. (GMC).

Tocco Division of Ohio Crankshaft Co. (TOCCO).

Mann-Russell Electronics, Inc. (Mann-Russell).

W. T. LaRose and Associates, Inc. (LaRose).

Potlatch Forests, Inc. (Potlatch).

Weyerhaeuser Co.

National Electronic Interference Control (NEICCO).

3. The comments in general accept the Commission's premise that there is need for tighter control to prevent interference, but disagree with some of the Commission's proposals on the grounds that they are unnecessarily burdensome. The comments are essentially unanimous in objecting to the requirement that Part I of the proposed certificate be signed by an officer in the case of a corporation. In most corporations, it is pointed out, the corporate officer is far removed from the details of plant management and cannot sign the statement proposed for Part I. In lieu thereof, the comments suggest that an authorized employee be permitted to sign Part I on behalf of the corporation and the corporate officer merely be required to vouch for the authority of the employee to sign Part I.

4. The Commission has acceded to this suggested change in its proposal and has adopted a certificate of three parts:

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Docket No. 13898; RM-194]

PART 7—STATIONS ON LAND IN THE MARITIME SERVICES

PART 8—STATIONS ON SHIPBOARD IN THE MARITIME SERVICES

Frequency Assignment in Virgin Islands; Correction

In the matter of amendment of Parts 7 and 8 of the Commission's rules to make the frequency pair 2506 kc (Coast)-2009 kc (Ship) available for assignment in the vicinity of Charlotte Amalie, St. Thomas, Virgin Islands, Docket No. 13898, RM-194.

The Commission's Order (FCC 61-298) adopted March 1, 1961, and published in

Part I is essentially the same as proposed except an employee of a corporation is permitted to sign for the corporation.

We have added a new Part II to be completed by a corporate officer when Part I is signed by an authorized employee.

With a few changes in language for clarification, Part III is essentially the same as the proposed Part II.

The associated rules have been revised accordingly.

5. IHEA has interpreted the proposal to require recertification of equipment for which manufacturers have been issuing certificates based on measurement of a prototype. IHEA states that in many cases these equipments are still being produced. Remeasurement of such equipment, IHEA continues, will be a needless expense and burden to the manufacturer. Recertification would cost the industry as much as \$150,000, based on data provided by ten manufacturers. This position is supported by GE and TOCCO. It was not our intention to require recertification of equipment that was already certified and we have rewritten our regulations to permit continued use of prototype certifications heretofore used for current production of existing designs. The Commission expects that all new designs, however, will be certified on Part III of the new certificate.

6. In response to the comments filed by AIEE, TOCCO and LaRose, the Commission has amplified the regulation regarding rejection of an unsatisfactory certificate. To avoid unreasonable delay, the Commission has committed itself to act on certificates within 60 days by providing that certificates not rejected within 60 days shall be considered accepted. Provision is made to permit operation for a 20-day period in the event of a rejection when no harmful interference is involved in order to avoid unnecessary interruption to production while the certificate is being corrected. However, to discourage irresponsible operators from using this 20-day period as a means of evading these requirements, the regulations prohibit operation after a second rejection until such time as a certificate is filed and accepted.

7. AIEE, IHEA, LaRose, GE, Mann-Russell and Potlatch have indicated that the proposed rules concerning the radiation report were not clear, and if taken literally, would require an unreasonably large number of measurements. The language of the rules adopted herein has been changed to clarify this requirement and to permit the certifying engineer to use his judgment in determining how many measurements must be made.

8. LaRose and SPI have proposed that "a qualified technician" be permitted to sign certificates interchangeably with an "engineer". LaRose maintains that this would make compliance with our rules more realistic and practical for most operators of ISM equipment. SPI points out that the Commission is currently accepting certificates signed by persons more properly described as technicians than engineers and that the proposed change would eliminate some unnecessary confusion and reduce the difficulty that some company officials will have in executing the certificate. The Commission

is not persuaded that a change is required. Part 18 since its promulgation in 1946 has used the term "engineer". Neither the Commission nor industry has ever had any difficulty in placing a liberal interpretation on this term. We have accordingly retained the term "engineer" and will continue our present practice of liberal interpretation.

9. Several comments were received regarding the proposed regulations for dealing with interference situations. GMC and SPI object to the requirement that operation be stopped in the case of harmful interference to a radionavigation or safety service. In lieu thereof they propose that the offending equipment be operated temporarily on another frequency in order to avoid serious disruption of the industrial operation. The Commission cannot agree. Harmful interference to a radionavigation or a safety service is so serious that extreme measures are warranted. It is our considered opinion that the public interest, convenience and necessity requires the prompt elimination of such harmful interference. This can best be assured by not permitting the continued operation of equipment whose radiations endanger a radionavigation or a safety service. The original prohibition is therefore retained. Temporary operation is permitted only for the purpose of eliminating the harmful interference and obtaining certification. Regular operation may be resumed as soon as the harmful interference is eliminated, the equipment is certificated and the final interference report has been filed.

10. AIEE, SPI, LaRose, Potlatch and Mann-Russell commented on the matter of unreasonable complaints of interference. AIEE proposes that the definition of harmful interference be amended to specifically exclude interference to radio or television programs from remotely located stations that cannot reasonably be expected to serve the area. LaRose suggests that unreasonable complaints from TV receivers attempting to pick-up signals from remote stations not intended to serve the area be specifically precluded as a cause for starting an investigation or ordering a plant to be shut down. SPI, Mann-Russell and Potlatch propose that the Commission develop an official complaint form that would require detailed information concerning the receiving installation, the station being received, the source of interference, etc., and should be subject to the penalties for false statements.

11. The question raised by these comments is the reasonableness of the complaint. This of course is a matter of judgment. What may be unreasonable in one set of circumstances may be entirely reasonable in another. A complaint that an industrial heater is obstructing television reception in a community where the only TV signals available originate at a station 100 miles should receive serious consideration, whereas a similar complaint of interference to reception of distant television signals in an area served by several local stations may well be considered unreasonable.

12. In the final analysis, the Commission must be the judge of the reasonableness of the complaint and of the sanctions to be applied to the offending equipment. We have, accordingly, rewritten the regulations concerning harmful interference to service other than radionavigation or safety services, to make it clear that operation need not be stopped unless specifically required by the Commission. Thus, the regulations require automatic termination of operation upon notification that harmful interference is being caused to a radionavigation or a safety service. In the case of harmful interference to other radio services, on the other hand, specific instructions from the Commission are required before operation must be terminated.

13. IHEA argues against the inclusion of induction heating equipment under the proposed rules and requests that this type of equipment continue to be regulated under the rules heretofore in effect. Citing a report it had filed in an earlier rulemaking,¹ IHEA points out that induction heating equipment is a negligible source of interference and that in those instances where induction heating equipment had caused interference, remedial steps were promptly taken. IHEA reads the proposed rules to require retesting of type certified equipment at an estimated cost of some \$96,000 to ten manufacturers of such equipment. The industry feels, IHEA continues, that requiring execution of Part I of the certificate will depress the sale of induction heating equipment because prospective users would often be reluctant to subject themselves to the possibility of prosecution for erroneous statements. For those reasons and because the new certificate will entail an unreasonable and unnecessary increase in the amount of office work, IHEA recommends that the present regulations be continued in effect for induction heating equipment.

14. GE supports this argument and proposes that the new certificate be required only for industrial heating equipment that operates on frequencies above 540 kc.

15. The Commission believes that the changes it has made in Part I of the certificate should dispel the industry's fear of unfavorable customer reaction. (The argument concerning additional cost of certification has already been disposed of.) While it is true that in the recent past, induction heaters have not been a serious source of interference, the use of the certificate, in the opinion of the Commission, by bringing the possibility of interference strongly to the attention of management, is the best guarantee that this situation will continue. Furthermore, providing separate regulations for induction heating equipment would introduce an undesirable complexity in our rules. The Commission cannot concur, therefore, in IHEA's request and is applying the rules adopted herein to induction heating equipment as well as all other types of industrial heating equipment.

¹ "Summary of Replies to Questionnaire" dated, April 25, 1956, filed by IHEA in Docket No. 11442 proceeding.

16. The Commission believes that the public interest will be served by adopting the attached rules as an amendment to the Rules Governing the Industrial, Scientific, and Medical Service. Authority to adopt the attached rules is contained in section 4(i), 301 and 303(f) of the Communications Acts of 1934, as amended.

17. In view of the foregoing: *It is ordered*, That effective April 30, 1961, Form 724, Certificate of Compliance—Industrial, Scientific, and Medical Equipment, is approved for use in certifying ISM equipment and Part 18, Industrial, Scientific, and Medical Service, is amended as set forth below. Form 724 is available from the Commission's offices in Washington, D.C., or from any of its Engineering Field Offices.

(Sec. 4, 48 Stat. 1066, as amended; 47 U.S.C. 154. Interpret or apply secs. 301, 303, 48 Stat. 1081, 1082, 47 U.S.C. 301, 303)

Adopted: March 8, 1961.

Released: March 10, 1961.

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

Part 18 is amended as follows:

§ 18.103, 18.104 [Deletion]

1. The text of §§ 18.103 and 18.104 is deleted and "[Reserved]" inserted.

2. Section 18.106 is amended by adding new paragraph (c) as follows:

§ 18.106 Renewal of certificate.

* * * * *

(c) After April 30, 1961, the renewal certificate shall be executed on FCC Form 724.

3. Section 18.107 is amended by adding new paragraph (f) as follows:

§ 18.107 Measurement of field strength.

* * * * *

(f) The spectrum shall be investigated from the lowest frequency generated in the equipment up to the tenth harmonic of the fundamental frequency or to 5775 Mc whichever is lower.

4. New §§ 18.109 to 18.122 are added as follows:

§ 18.109 Report of radiation measurements.

The report of radiation measurements shall contain the following information:

(a) A description of the equipment that was measured for radiation, including: manufacturer, type number, nominal operating frequency, and nominal power rating.

(b) A listing of the measuring equipment used, including the serial numbers.

(c) A statement of the date when the measuring equipment was last calibrated.

(d) The date the measurements were made.

(e) The frequency range that was investigated.

(f) A list of all frequencies at which measurements were made and the magnitude of the field that was measured.

(g) If the required range of investigation includes the following frequencies,

indicate the magnitude of the field measured on these frequencies or in these frequency bands:

Mc
74.6 to 75.4
108.0 to 118.0
121.5
156.8
243.0
328.6 to 335.4
420.0 to 460.0

(h) A plot of field strength vs frequency showing the level of all signals measured. The plot shall also show the ambient noise level.

(i) A plot of the polar radiation pattern as required by § 18.107(b).

(j) A plot of field strength vs. distance along the radial of maximum radiation in the polar plot as required by § 18.107(c).

(k) A statement of the operating conditions that must be observed to ensure that radiation during routine operation does not exceed, within reasonable limits, the radiation that was measured and is reported herein.

§ 18.110 [Reserved]

§ 18.111 Form of certificate.

(a) Certificates issued after April 30, 1961, for industrial heating equipment shall be executed on FCC Form 724 except as provided in paragraph (b) of this section.

(b) Where the industrial heating equipment is identical to a prototype which had been tested for radiation prior to April 30, 1961, the manufacturer's certification manual heretofore issued for such equipment may be substituted for Part III of FCC Form 724.

§ 18.112 Certification regarding operation.

The certification required in Part I of FCC Form 724 shall be executed by the owner or lessee of the equipment, in the case of proprietorship; by one of the partners, in the case of a partnership; or by an officer or authorized employee in the case of a corporation. If Part I is signed by an authorized employee, an officer shall execute Part II of the certificate.

§ 18.113 Certification regarding radiation.

The certification required in Part III of FCC Form 724 shall be executed by an engineer skilled in making and interpreting field strength measurements. The Commission may require such engineer to furnish proof of his qualifications.

§ 18.114 Prototype certification permitted.

The certification required in Part III of FCC Form 724 may be issued on the basis of field strength measurements made at the place where the industrial heating equipment has been installed for operation or on the basis of field strength measurements made on a prototype.

§ 18.115 Compliance with installation instructions.

Where the certification regarding radiation (Part III of FCC Form 724) is based on measurements of a prototype, the equipment shall be installed in ac-

cordance with the instructions which the engineer certifying to Part III of FCC Form 724 has certified as being adequate to ensure reasonable expectation of compliance with the radiation limits in § 18.102.

§ 18.116 Certificate to be filed with Commission.

The certificate required by §§ 18.101 and 18.111 shall be filed with the Secretary, Federal Communications Commission, Washington 25, D.C. The copy of FCC Form 724 filed with the Commission shall include:

(a) The original of Part I properly completed and signed;

(b) When required, the original of Part II properly signed;

(c) The original or a facsimile copy of Part III properly completed and signed: *Provided*, That the manufacturer's certification manual may be substituted for Part III as provided by § 18.111(b).

§ 18.117 Copy of certificate with equipment.

A copy of the certificate filed with the Commission pursuant to § 18.116 shall be retained by the operator and shall be attached to the equipment. Alternatively, the copy of the certificate may be placed at any location where it will be conveniently available for inspection by authorized representatives of the Commission, provided there is attached to the equipment a notice stating where the copy of the certificate is located.

§ 18.118 Rejection of certificate.

(a) A certificate that is incomplete or otherwise does not meet the requirements of Subpart F of this part may be rejected.

(b) The certificate shall be considered accepted unless rejected in writing within 60 days of receipt by the Commission.

(c) In the event a certificate is rejected but with no harmful interference involved, the equipment may be operated for a period of 20 days from the date of the rejection notice pending the submission of an acceptable certificate.

(d) If the certificate is rejected after the second submission thereof, the equipment may not be operated until a certificate has been filed with and accepted by the Commission.

§ 18.119 Procedure in the event of harmful interference.

(a) The operator of industrial heating equipment that causes harmful interference to radio communications shall take prompt steps to eliminate the harmful interference (see §§ 18.2(g) and 18.8) and shall make an adequate investigation in the vicinity of the industrial heating equipment to ensure that the harmful interference has been eliminated.

(b) The investigation shall be made by an engineer skilled in interference control techniques. The Commission may require such engineer to furnish proof of his qualifications.

§ 18.120 Interference to a radionavigation or safety service.

If the operator is notified by the Commission that the harmful interference

is endangering the functioning of a radionavigation or a safety service, he shall immediately cease operating the equipment. Operation on a temporary basis may be resumed, with the permission of the Commission's Engineer in Charge, for the purpose of eliminating the harmful interference and obtaining certification. Operation on a regular basis may be resumed after the harmful interference has been eliminated, the equipment has been properly certificated, and the final interference report required by § 18.122 has been submitted.

§ 18.121 Interference to other radio services.

If the operator is notified by the Commission that the harmful interference is obstructing or repeatedly interrupting an authorized radio service other than a radio-navigation or safety service, he shall take prompt steps to eliminate the interference. He need not cease operation unless specifically ordered to do so by the Commission. If ordered to cease operation, he may resume operation on a temporary basis with the permission of the Commission's Engineer in Charge for the purpose of eliminating the harmful interference and obtaining certification. Operation on a regular basis may be resumed after the harmful interference has been eliminated, the equipment has been properly certificated, and the final interference report required by § 18.122 has been submitted.

§ 18.122 Report of interference investigation.

(a) An interim report on the investigation and of the corrective measures that were taken shall be filed with the Engineer in Charge of the local FCC office within 30 days of notification of harmful interference. The final report shall be filed with the Engineer in Charge within 60 days of notification.

(b) The date for filing the final report may be extended for 30 days by the Engi-

neer in Charge when the operator has shown that he has been diligent in his efforts and that additional time is required to put into effect the corrective measures or to complete the investigation. The request for extension of time shall be accompanied by a progress report showing what has been accomplished to date.

(c) The final report of the interference investigation shall list the location of each receiver that was checked and the name(s) of the receiver owner(s), shall describe the steps taken to eliminate the harmful interference, and shall specify the date and time the receiver(s) was rechecked to ensure that the harmful interference has been eliminated.

[F.R. Doc. 61-2257; Filed, Mar. 14, 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

PART 33—SPORT FISHING

Valentine National Wildlife Refuge, Nebraska

The following special regulation is issued and is effective on date of publication in the FEDERAL REGISTER.

§ 33.5 Special regulations; sport fishing; for individual wildlife refuge areas.

NEBRASKA

VALENTINE NATIONAL WILDLIFE REFUGE

Sport fishing on the Valentine National Wildlife Refuge, Nebraska, is permitted only on the areas designated by signs as open to fishing. This open area, comprising 3,680 acres or 38 percent of the total water area of the refuge, is deline-

ated on a map available at the refuge headquarters and from the office of the Regional Director, Bureau of Sport Fisheries and Wildlife, 1006 West Lake Street, Minneapolis 8, Minnesota. Sport fishing is subject to the following conditions:

(a) Species permitted to be taken: Northern pike, largemouth bass, yellow perch, black bullhead; and other minor species permitted by State regulations.

(b) Open season: March 16, 1961, through December 14, 1961; daylight hours only.

(c) Daily creel limits: Northern pike—6; largemouth bass—10; yellow perch—no limit; black bullhead—50; other minor species limits as prescribed by State regulations.

(d) Methods of fishing:

1. No more than two lines with two hooks on each line may be used.

2. Boats, without motors, may be used for fishing purposes. Boats may be launched only at such areas as are designated by posting.

3. Spearing and bow fishing are not permitted.

4. No person shall use minnows, fish, or parts thereof, for bait, nor have in possession any seine or net for capturing minnows.

(e) Other provisions:

1. The provisions of this special regulation supplement the regulations which govern fishing on wildlife refuge areas generally which are set forth in Title 50, Code of Federal Regulations, Part 33.

2. A Federal permit is not required to enter the public fishing area.

3. The provisions of this special regulation are effective to December 15, 1961.

R. W. BURWELL,
Regional Director, Bureau of
Sport Fisheries and Wildlife.

MARCH 7, 1961.

[F.R. Doc. 61-2225; Filed, Mar. 14, 1961; 8:45 a.m.]

Proposed Rule Making

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[26 CFR Part 296]

TOBACCO MATERIALS, TOBACCO PRODUCTS, AND CIGARETTE PAPER AND TUBES

Semimonthly Return System for Tax-payment in Puerto Rico of Tobacco Products of Puerto Rican Manufacture Shipped to the United States

Notice is hereby given, pursuant to the Administrative Procedure Act, approved June 11, 1946, that the regulations set forth in tentative form below are proposed to be prescribed by the Commissioner of Internal Revenue, with the approval of the Secretary of the Treasury or his delegate. Prior to the final adoption of such regulations, consideration will be given to any comments or suggestions pertaining thereto which are submitted in writing, in duplicate, to the Director, Alcohol and Tobacco Tax Division, Internal Revenue Service, Washington 25, D.C., within the period of 30 days from the date of publication of this notice in the FEDERAL REGISTER. Any person submitting written comments or suggestions who desires an opportunity to comment orally at a public hearing on these proposed regulations should submit his request, in writing, to the Director within the 30-day period. In such a case, a public hearing will be held, and notice of the time, place, and date will be published in a subsequent issue of the FEDERAL REGISTER. The proposed regulations are to be issued under the authority contained in section 7805 of the Internal Revenue Code of 1954 (68A Stat. 917; 26 U.S.C. 7805).

[SEAL] MORTIMER M. CAPLIN,
Commissioner of Internal Revenue.

In order to provide a semimonthly return system for the payment in Puerto Rico of internal revenue taxes on tobacco products of Puerto Rican manufacture shipped to the United States, the interim regulations designated as Subpart F of 26 CFR Part 296 (§§ 296.131 to 296.154) are prescribed pursuant to the Internal Revenue Code of 1954 (Title 26 U.S.C.).

Subpart F—Semimonthly Return System for Taxpayment in Puerto Rico of Tobacco Products of Puerto Rican Manufacture Shipped to the United States

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296.153 Relief of surety from bond.
296.154 Release of pledged securities.

AUTHORITY: §§ 296.131 to 296.154 issued under 68A Stat. 907, 917; 26 U.S.C. 7652, 7805. Other statutory provisions interpreted or applied are cited to text in parentheses.

§ 296.131 Scope of this subpart.

This subpart contains the regulations relating to the semimonthly return system for payment in Puerto Rico of the tax imposed by section 7652(a), I.R.C., on tobacco products of Puerto Rican manufacture coming into the United States. Notwithstanding the provisions of this subpart, such tax may be paid before shipment from Puerto Rico in accordance with § 296.110 or may be paid on arrival in the United States in the manner provided by § 296.109 prior to release by the collector of customs. This tax is equal to the internal revenue tax imposed by section 5701, I.R.C., on like tobacco products manufactured in the United States.

§ 296.132 Forms prescribed.

The Director is authorized to prescribe all forms required by this subpart. All of the information called for in each form shall be furnished as indicated by the headings on the form and the instructions thereon or issued in respect thereto, and as required by this subpart.

DEFINITIONS

§ 296.133 Meaning of terms.

When used in this subpart and in forms prescribed under this subpart, where not otherwise distinctly expressed or manifestly incompatible with the intent thereof, terms shall have the meaning ascribed in this section. Words in the plural form shall include the singular, and vice versa, and words importing the masculine gender shall include the

feminine. The terms "includes" and "including" do not exclude things not enumerated which are in the same general class.

Assistant regional commissioner. An assistant regional commissioner (alcohol and tobacco tax) who is responsible to, and functions under the direction of, a regional commissioner.

Bonded manufacturer. A manufacturer of tobacco products in Puerto Rico who has an approved bond, in accordance with the provisions of this subpart, authorizing him to defer the payment in Puerto Rico of the tax imposed on such products by section 7652(a), I.R.C., as provided in this subpart.

Business day. Every day except Saturday, Sunday, or a legal holiday of the District of Columbia or of the Commonwealth of Puerto Rico.

Cigar. Any roll of tobacco wrapped in tobacco.

Cigarette. Any roll of tobacco, wrapped in paper or any substance other than tobacco.

Collector of customs. The person having charge of a customs collection district, including assistant collector of customs, deputy collector of customs, and any person authorized by law, or by regulations approved by the Secretary of the Treasury, to perform the duties of a collector of customs.

Computation or computed. When used with respect to the tax on tobacco products of Puerto Rican manufacture, computation or computed shall mean that the bonded manufacturer has ascertained the quantity, kind, and class, if applicable, of tobacco products being shipped to the United States under this subpart, has calculated the tax imposed on such products by section 7652(a), I.R.C., and has executed an agreement to pay, as provided in this subpart, the tax which will become due with respect to such products, and that an internal revenue officer has executed a certification of such calculation.

Director. The Director, Alcohol and Tobacco Tax Division, Internal Revenue Service, Washington, D.C.

Internal revenue officer. An officer or employee of the Internal Revenue Service duly authorized to perform any function relating to the administration or enforcement of this subpart.

I.R.C. The Internal Revenue Code of 1954, as amended.

Manufactured tobacco. Tobacco (other than cigars and cigarettes) prepared, processed, manipulated, or packaged, for consumption by smoking or for use in the mouth or nose.

Officer-in-Charge. The principal revenue officer in Puerto Rico charged with the duty of collecting internal revenue taxes, in Puerto Rico, under the jurisdiction of the Director of the Office of International Operations, Internal Revenue Service, Treasury Department, Washington, D.C.

REQUIREMENTS FOR DEFERRAL OF TAXES

§ 296.134 Bond.

Where a manufacturer of tobacco products in Puerto Rico desires, under the provisions of this subpart, to defer payment in Puerto Rico of the tax imposed by section 7652(a), I.R.C., on tobacco products of Puerto Rican manufacture coming into the United States, he shall file a bond, Form 2986, with the Officer-in-Charge, in accordance with the provisions of this subpart. Such bond shall be conditioned on the payment, at the time and in the manner prescribed in this subpart, of the full amount of tax computed under the provisions of this subpart with respect to tobacco products which are released for shipment to the United States on computation of tax. All taxes which are computed under the provisions of this subpart shall be chargeable against the bond, until such taxes are paid, as provided in § 296.146. The bond shall show the location of the factory from which the tobacco products to which it relates are to be shipped.

TAXES

§ 296.135 Computation of tax and execution of agreement to pay tax.

Where tobacco products are to be shipped to the United States on computation of tax in Puerto Rico, payment of which is to be deferred under the provisions of this subpart, the bonded manufacturer shall calculate the tax and shall prepare Form 2987, in septuplicate, shall enter on such form, under the penalties of perjury, the kind, quantity, and class, if applicable, of the tobacco products to be shipped to the United States, the amount of tax to be paid on such products under the provisions of this subpart, the consignee in the United States to whom such products are being shipped, and shall date and execute the agreement to pay the amount of tax computed on such products. The Form 2987 shall be serially numbered by the bonded manufacturer beginning with the number "1" on January 1 of each year. The bonded manufacturer shall then request the Supervisor-in-Charge, Alcohol and Tobacco Tax, Puerto Rico, to assign an internal revenue officer to inspect the tobacco products, verify the tax calculation with respect to such products, and release such products for shipment in accordance with § 296.136. The bonded manufacturer shall present all copies of the prepared Form 2987 to the internal revenue officer assigned. The date of certification of Form 2987 by the internal revenue officer shall be the date of computation of tax. Tobacco products may be released for shipment to the United States under the provisions of this subpart only after computation of tax in accordance with the provisions of this section.

§ 296.136 Inspection of shipment and certification by internal revenue officer.

On receipt of the original and six copies of the Form 2987 completed and executed by the bonded manufacturer in accordance with § 296.135, the internal revenue officer will inspect the tobacco

products covered by the form, verify the tax calculation made with respect to such products, date and execute the certification on such form, and release the tobacco products for shipment to the United States. The inspecting officer will then promptly distribute the certified Form 2987 by (a) mailing the original to the Officer-in-Charge; (b) mailing two copies to the collector of customs at the port of entry; (c) mailing one copy to the assistant regional commissioner, alcohol and tobacco tax, for the region in which the port of entry is located; (d) returning two copies to the bonded manufacturer who will attach one copy to the bill of lading to accompany the shipment (in custody of the carrier); and (e) submitting one copy to the Supervisor-in-Charge, Alcohol and Tobacco Tax, Puerto Rico. Such officer will also prepare a statement on Form 2989, for each shipping container, that the tax on the tobacco products to be shipped to the United States has been computed and show the name and address of the bonded manufacturer, date of tax computation, and the kind of product, quantity, and class, if applicable. The bonded manufacturer shall affix the completed form to the outside of each shipping container in which the products are packed. The statement, Form 2989, may be affixed to the outer container generally used in the shipment of freight, in bulk (crate, packing box, van, trailer, etc.) in lieu of each individual carton, case, etc., included in such outer container.

§ 296.137 Semimonthly tax return.

The taxes imposed by section 7652(a), I.R.C., with respect to tobacco products manufactured in Puerto Rico which are to be paid in Puerto Rico under the provisions of this subpart shall be paid on the basis of a semimonthly tax return. The bonded manufacturer of such products shall file with the Officer-in-Charge a tax return, Form 2988, in triplicate, for each and every return period. The bonded manufacturer shall show on the return the serial numbers of all Forms 2987 certified during the return period and shall show the kind, quantity, and tax class, if applicable, of the cigars, cigarettes, and manufactured tobacco upon which the tax has been computed during the semimonthly return period, and the tax due thereon. He shall file such return at the time specified in § 296.139, regardless of whether tax is due for that return period: *Provided*, That where the Assistant Regional Commissioner, New York, New York, grants specific authorization, the bonded manufacturer need not file a tax return during the term of such authorization for any period in which tax liability was not incurred under the provisions of this subpart.

§ 296.138 Semimonthly tax return periods.

The periods to be covered in the semimonthly tax returns shall be from the 1st day of each month to the 15th day of that month, inclusive, and from the 16th day of each month to the last day of that month, inclusive.

§ 296.139 Time of filing semimonthly return.

Every semimonthly tax return under this subpart shall be filed by the bonded manufacturer not later than the third business day succeeding the last calendar day of the return period: *Provided*, That where the return and remittance are delivered by United States mail to the Officer-in-Charge, the date in the official postmark of the United States Post Office stamped on the cover in which the return and remittance were mailed shall be deemed to be the date of delivery. The Officer-in-Charge will transmit a receipted copy of the semimonthly tax return to the bonded manufacturer who filed the return and paid the tax, retain one copy, and forward one copy to the Assistant Regional Commissioner, Alcohol and Tobacco Tax, New York, N.Y.

§ 296.140 Remittance with return.

Remittance for the full amount of tax computed during the return period shall accompany the return. Such remittance may be in any form the Officer-in-Charge is authorized to accept under the provisions of § 301.6311-1 of this chapter (Procedure and Administration—Payment by check or money order) and which is acceptable to that officer. In paying the tax, a fractional part of a cent shall be disregarded unless it amounts to one-half cent or more, in which case it shall be increased to one cent.

(68A Stat. 778; 26 U.S.C. 6313)

§ 296.141 Default.

Where a check or money order tendered with a semimonthly return for payment of tax under the provisions of this subpart is not paid on presentment, where a bonded manufacturer fails to remit with the semimonthly return the full amount of tax due thereunder, or where a bonded manufacturer is otherwise in default in payment of tax under the provisions of this subpart, he shall not ship tobacco products to the United States on computation of tax until the Officer-in-Charge finds that the revenue will not be jeopardized by deferred payment of tax under the provisions of this subpart.

PROCEDURE AT PORT OF ARRIVAL

§ 296.142 Inspection by collector of customs at port of arrival.

On receipt of the two copies of properly executed Form 2987 from the internal revenue officer in Puerto Rico who inspected the shipment, the collector of customs at the port of arrival shall inspect the shipment to determine whether the quantity specified on the Form 2987 is contained in the shipment. He will then execute his certificate on both copies of the Form 2987 and indicate on each copy any exceptions found at the time of release. The statement of exceptions should identify each shipping container which sustained a loss, the tobacco products reported shipped in such container, and the tobacco products lost from such container. Losses occurring as the result of missing packages, cases, or shipping containers

should be listed separately from losses caused by damage. Where the statement is made on the basis of tobacco products missing or lost due to other causes, the kind, quantity, and class, if applicable, should be shown. If the collector of customs finds that the full amount of the tax due has not been computed, he will require the difference due to be paid to him prior to release of the tobacco products. When the inspection of the shipment has been effected, and any additional tax found to be due has been paid, the shipment may be released.

§ 296.143 Disposition of forms by collector of customs.

One copy of the Form 2987 will be forwarded to the Assistant Regional Commissioner, Alcohol and Tobacco Tax, New York, N.Y., and one copy of this form will be retained by the collector of customs and be made available for inspection by internal revenue officers.

BONDS AND EXTENSIONS OF COVERAGE OF BONDS

§ 296.144 Corporate surety.

Surety bonds, required under the provisions of this subpart, may be given only with corporate sureties holding certificates of authority from the Secretary of the Treasury of the United States as acceptable sureties on Federal bonds. Power of attorney and other evidence of appointment of agents and officers to execute bonds on behalf of such corporate sureties shall be filed with, and passed upon by, the Surety Bonds Branch, Division of Deposits and Investments, Bureau of Accounts, Treasury Department. Limitations concerning corporate sureties are prescribed by the Secretary in Treasury Department Circular No. 570, as revised. The surety shall have no interest whatever in the business covered by the bond.

(61 Stat. 648; 6 U.S.C. 6)

§ 296.145 Deposit of securities in lieu of corporate surety.

In lieu of corporate surety, the manufacturer of tobacco products in Puerto Rico may pledge and deposit, as surety for his bond, securities which are transferable and are guaranteed both as to interest and as to principal by the United States, in accordance with the provisions of 31 CFR Part 225.

(61 Stat. 650; 6 U.S.C. 15)

§ 296.146 Amount of bond.

Before tobacco products may be shipped to the United States on computation of tax under the provisions of this subpart, the total amount of the bond or bonds shall be in an amount not less than the amount of unpaid tax chargeable at any one time against the bond; *Provided*, That the amount of any such bond need not exceed \$250,000 but shall in no case be less than \$1,000. Where the amount of a bonded manufacturer's bond is less than the maximum prescribed, the bonded manufacturer

shall maintain a running account accurately reflecting all outstanding taxes with which his bond is chargeable. He shall charge such account with the amount of tax he agreed to pay on Forms 2987 and shall credit the account for the amount he paid with his return, Form 2988, at the time he files such return.

§ 296.147 Strengthening bond.

Where the amount of any bond becomes insufficient, the bonded manufacturer shall immediately file a strengthening bond in an appropriate amount with the same surety as that on the bond already in effect, unless a superseding bond to cover the full tax liability is filed pursuant to § 296.148. A strengthening bond will not be approved where any notation is made thereon which is intended, or which may be construed, as a release of any former bond, or as limiting the amount of either bond to less than its full amount.

§ 296.148 Superseding bond.

A bonded manufacturer shall immediately file a new bond to supersede his current bond when (a) the corporate surety on the current bond becomes insolvent, (b) the Officer-in-Charge approves a request from the surety on the current bond to terminate his liability under the bond, (c) the payment of any liability under a bond is made by the surety thereon, (d) the amount of the bond becomes insufficient and a strengthening bond has not been filed, or (e) the Officer-in-Charge considers a superseding bond necessary for the protection of the revenue.

§ 296.149 Extension of coverage of bond.

An extension of the coverage of any bond filed under this subpart shall be required in the case of any change in the individual, trade, or corporate name of the bonded manufacturer and in the case of any change in the location of the factory as set forth in the bond. Such extension of coverage of the bond shall be manifested on Form 2105 by the bonded manufacturer and by the surety on the bond with the same formality and proof of authority as required for the execution of the bond.

§ 296.150 Approval of bond and extension of coverage of bond.

The Officer-in-Charge is authorized to approve all bonds and extensions of coverage of bonds filed under this subpart. No manufacturer of tobacco products in Puerto Rico shall defer taxes under this subpart until he receives from the Officer-in-Charge notice of approval of the bond or of an appropriate extension of coverage of the bond required under this subpart. Upon receipt of the duplicate copy of an approved bond or extension of coverage of bond from the Officer-in-Charge, such copy of the bond or extension of coverage of bond shall be retained by the bonded manufacturer

and shall be made available for inspection by any internal revenue officer upon his request, while such document is in force.

§ 296.151 Termination of bond.

Any bond given under the provisions of this subpart may be terminated as to future transactions, by the Officer-in-Charge, (a) pursuant to application of surety as provided in § 296.152; (b) on approval of a superseding bond; (c) on notification by the bonded manufacturer to the Officer-in-Charge that he has discontinued the deferral of taxes under the bond; or (d) on notification by the bonded manufacturer to the Officer-in-Charge that he has discontinued business. When any bond is terminated, the Officer-in-Charge shall notify both the bonded manufacturer and surety on such bond, in writing, of such action.

§ 296.152 Application of surety for relief from bond.

A surety on any bond given under the provisions of this subpart may at any time in writing notify the bonded manufacturer and the Officer-in-Charge that he desires, after a date named, to be relieved of liability under said bond. Such date shall be not less than 10 days after the date the notice is received by the Officer-in-Charge. The surety shall also file with the Officer-in-Charge an acknowledgment or other proof of service on the bonded manufacturer. If such notice is not thereafter in writing withdrawn, the rights of the bonded manufacturer as supported by said bond shall be terminated on the date named in the notice, and the surety shall be relieved from liability to the extent set forth in § 296.153.

§ 296.153 Relief of surety from bond.

Where the surety on a bond given under the provisions of this subpart has filed application for relief from liability, as provided in § 296.152, the surety shall be relieved from liability for transactions occurring wholly subsequent to the date specified in the notice, or the effective date of a new bond, if one is given.

§ 296.154 Release of pledged securities.

Securities of the United States, pledged and deposited as provided in § 296.145, shall be released only in accordance with the provisions of 31 CFR Part 225. Such securities will not be released by the Officer-in-Charge until the liability under the bond for which they were pledged has been terminated. When the Officer-in-Charge is satisfied that they may be released, he shall fix the date or dates on which a part or all of such securities may be released. At any time prior to the release of such securities, the Officer-in-Charge may extend the date of release for such additional length of time as he deems necessary.

(61 Stat. 650; 6 U.S.C. 15)

[F.R. Doc. 61-2262; Filed, Mar. 14, 1961; 8:50 a.m.]

DEPARTMENT OF LABOR

Wage and Hour Division

[29 CFR Parts 602, 603, 657]

[Administrative Order 547]

VARIOUS INDUSTRIES IN PUERTO RICO

Notice of Hearing to Investigate Conditions and Recommend Minimum Wages

Pursuant to authority contained in the Fair Labor Standards Act of 1938, as amended (52 Stat. 1060, as amended; 29 U.S.C. 201 et seq.), and Reorganization Plan No. 6 of 1950 (64 Stat. 1263; 1949-1953 Comp., p. 1004), I hereby appoint, convene, and give notice of the hearings of Industry Committee No. 52-A for the Fabric and Leather Glove Industry in Puerto Rico; Industry Committee No. 52-B for the Leather, Leather Goods, and Related Products Industry in Puerto Rico; and Industry Committee No. 52-C for the Tobacco Industry in Puerto Rico.

Industry Committee No. 52-A is composed of the following representatives:

For the public:

Candido Oliveras, Chairman, San Juan, Puerto Rico.

Leonard E. Lindquist, Minneapolis, Minn.
John P. Horlacher, Philadelphia, Pa.

For the employees:

Abraham S. Weiss, New York, N.Y.
Valentin J. T. Wertheimer, New York, N.Y.
Osiris R. Sanchez-Vazquez, Puerta de Tierra, Puerto Rico.

For the employers:

Jack Citronbaum, New York, N.Y.
Arnold Jaffe, Cayey, Puerto Rico.
William K. Lawson, Jr., Albonito, Puerto Rico.

For the purpose of this order, the Fabric and Leather Glove Industry in Puerto Rico is defined as follows:

The manufacture of dress, semidress, and work gloves and mittens from woven or knit fabric, leather, or fabric or leather in combination with any other material: *Provided, however,* That the industry shall not include the manufacture of knit or crocheted gloves and mittens, sport and athletic gloves and mittens, or rubber gloves and mittens.

Industry Committee No. 52-B is composed of the following representatives:

For the public:

Candido Oliveras, Chairman, San Juan, Puerto Rico.

Leonard E. Lindquist, Minneapolis, Minn.
John P. Horlacher, Philadelphia, Pa.

For the employees:

Abraham S. Weiss, New York, N.Y.
Valentin J. T. Wertheimer, New York, N.Y.
Osiris R. Sanchez-Vazquez, Puerta de Tierra, Puerto Rico.

For the employers:

Jack Citronbaum, New York, N.Y.
Eugene F. Patterson, Caguas, Puerto Rico.
Ralph J. Thompson, San German, Puerto Rico.

For the purpose of the order, the Leather, Leather Goods, and Related Products Industry in Puerto Rico is defined as follows:

The curing, tanning, or other processing of hides, skins, leather, or furs, and the manufacture of products therefrom; the manufacture from artificial leather,

fabric, plastics, paper or paperboard, or similar materials of trunks, suitcases, brief cases, wallets, billfolds, coin purses, card cases, key cases, cigarette cases, watch straps, pouches, tie cases, toilet kits, checkbook covers, sport and athletic gloves and mittens, belts (except fabric belts), and like articles; and the manufacture of baseballs, softballs, footballs, and basketballs covered with leather, artificial leather, fabric, plastics, or similar materials: *Provided, however,* That the industry shall not include any products or activity included in the Button, Jewelry, and Lapidary Work Industry (29 CFR Part 616), the Chemical, Petroleum, Rubber, and Related Products Industry (29 CFR Part 670), the Needlework and Fabricated Textile Products Industry (29 CFR Part 612), or the Shoe and Related Products Industry (29 CFR Part 601), as defined in the wage orders for those industries in Puerto Rico, or the Fabric and Leather Glove Industry as defined in the Administrative Order appointing Industry Committee No. 52-A for Puerto Rico.

Industry Committee No. 52-C is composed of the following representatives:

For the public:

Candido Oliveras, Chairman, San Juan, Puerto Rico.

Leonard E. Lindquist, Minneapolis, Minn.
John P. Horlacher, Philadelphia, Pa.

For the employees:

Abraham S. Weiss, New York, N.Y.
Prudencio Rivera Martinez, San Juan, Puerto Rico.
Morris Iushewitz, New York, N.Y.

For the employers:

Everet M. Straus, Detroit, Mich.
Francisco Verdiales, Caguas, Puerto Rico.
Serafin E. Inclan, Jr., Caguas, Puerto Rico.

For the purpose of this order the Tobacco Industry in Puerto Rico is defined as follows:

The processing of leaf tobacco including, but without limitation, the grading, fermenting, stemming, chopping, packing, storing, drying, and handling of tobacco; and the manufacture of cigarettes, cigars, cheroots, little cigars, snuff, chewing tobacco, and smoking tobacco.

I hereby refer to each of the above-named industry committees the question of the minimum wage rate or rates to be fixed under the provisions of section 6(c) of the Act in the particular industry with which it is concerned. Each industry committee shall investigate conditions in its industry, and the industry committee, or any authorized sub-committee thereof, shall hear such witnesses and receive such evidence as may be necessary or appropriate to enable the committee to perform its duties and functions under the Act.

Industry Committee No. 52-A shall convene at 10:00 a.m. on April 10, 1961, in the office of the Wage and Hour and Public Contracts Divisions, United States Department of Labor, New York Department Store Building, Fortaleza and San Jose Streets, San Juan, Puerto Rico, to conduct its investigation and shall commence its hearings at 2:00 p.m. on the same date at the same place. Following this hearing, Industry Committees Nos. 52-B and then 52-C shall convene in the same place at hours designated by the

committee chairmen to conduct their investigations and to hold their hearings.

In order to reach as rapidly as is economically feasible the objective of the minimum wage prescribed in paragraph (1) of section 6(a) of the Act, each industry committee shall recommend to the Administrator the highest minimum wage rate or rates for the industry which it determines, having due regard to economic and competitive conditions, will not substantially curtail employment in the industry, and will not give any industry in Puerto Rico a competitive advantage over any industry in the United States outside of Puerto Rico, the Virgin Islands, and American Samoa. Where an industry committee finds that a higher minimum wage may be determined for employees engaged in certain activities or in the manufacture of certain products in the industry, the industry committee shall recommend such reasonable classifications within the industry as it determines to be necessary for the purpose of fixing for each classification the highest minimum wage rate that can be determined for it under the principles set forth herein which will not substantially curtail employment in such classifications and will not give a competitive advantage to any group in the industry. No classification shall be made, however, and no minimum wage shall be fixed solely on a regional basis or on the basis of age or sex. In determining whether there should be classifications within the industry, in making such classifications, and in determining the minimum wage rates for such classifications, the committee shall consider, among other relevant factors, the following: (1) Competitive conditions as affected by transportation, living, and production costs; (2) the wages established for work of like or comparable character by collective labor agreements negotiated between employers and employees by representatives of their own choosing; and (3) the wages paid for work of like or comparable character by employers who voluntarily maintain minimum wage standards in the industry.

The Administrator shall prepare an economic report for such committees containing such data as he is able to assemble pertinent to the matters referred to these committees. Copies of each such report may be obtained at the national and Puerto Rican offices of the United States Department of Labor as soon as they are completed and prior to the hearings. Each committee will take official notice of the facts stated in the economic report to the extent they are not refuted at the hearings.

The procedure of these industry committees will be governed by 29 CFR Part 511 (recent amendments appear at 25 F.R. 14023). These regulations require, among other things, that any interested person who wishes to participate as a party shall file a written prehearing statement containing certain specified data not later than March 31, 1961.

Signed at Washington, D.C., this 10th day of March 1961.

ARTHUR GOLDBERG,
Secretary of Labor.

[F.R. Doc. 61-2247; Filed, Mar. 14, 1961; 8:48 a.m.]

FEDERAL AVIATION AGENCY

[14 CFR Part 601]

[Airspace Docket No. 60-LA-59]

CONTROL ZONES

Proposed Designation; Extension of Time for Comments

In a notice of proposed rule making published in the FEDERAL REGISTER on January 20, 1961 (26 F.R. 625), it was stated that the Federal Aviation Agency proposed to designate a control zone at Fort Lewis, Wash., to provide protection for aircraft executing prescribed instrument approach procedures at Gray Army Air Field.

In accordance with the terms of the notice, the time for public comment was to expire forty-five days after date of publication of the notice. The City of Tacoma, Wash., has informed the Federal Aviation Agency that it wishes to present data concerning this proposal and has requested that the period provided for comments be extended. This request appears to be reasonable. Therefore, in order to provide the City of Tacoma and other interested persons additional time to submit written data, views or arguments, the date for filing such material is extended to March 20, 1961.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator (14 CFR 409.13), I hereby give notice that the time within which comments will be received for consideration on Airspace Docket No. 60-LA-59 is extended to March 20, 1961. Communications should be submitted in triplicate to the Chief, Air Traffic Management Field Division, Federal Aviation Agency, 5651 West Manchester Avenue, P.O. Box 90007, Airport Station, Los Angeles 45, Calif.

Section 307(a) of the Federal Aviation Act of 1958 (72 Stat. 749; U.S.C. 1348).

Issued in Washington, D.C., on March 8, 1961.

CHARLES W. CARMODY,
Chief, Airspace Utilization Division.

[F.R. Doc. 61-2221; Filed, Mar. 14, 1961; 8:45 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Parts 7, 8, 14]

[Docket No. 13952]

SURVIVAL CRAFT STATIONS AND FREQUENCIES; COAST AND SHIP STATIONS

Implementation of Geneva Radio Regulation

In the matter of amendment of Part 7, 8, and 14 of the Commission's rules relative to implementation of certain requirements of the Geneva Radio Regulations (1959) regarding survival craft stations and frequencies and other particulars for coast and ship stations.

The Commission having under consideration a petition, filed February 28, 1961, by The American Waterways Operators, Inc., requesting a 60-day extension of time from March 13, 1961, in which to file comments directed to the Commission's notice of proposed rule making in this Docket;

It appearing that the Commission, on its own motion, by Order of February 24, 1961, has already extended to March 20, 1961, the time for filing comments in this proceeding; and

It further appearing that petitioner, an association representing various operators of commercial freight boats on inland waterways, has an Electronics Committee which studies matters pertaining to the use of radio facilities and transmits recommendations to petition's membership in order to formulate an association policy; and

It further appearing that due to the time required for the call of the Committee meeting, exchange of views and necessity of allowing members to express their opinions, petitioner needs additional time in which to submit its comments; and

It further appearing that it is not feasible to extend the time for filing comments with respect to the proceeding as a whole, in view of the fact that certain frequencies proposed in the rule making are scheduled to be used on an international basis, beginning May 1, 1961; and

It further appearing that it would be desirable, however, to allow an additional time for comments to be filed to those portions of the docket which concern the use of the new frequencies in the Mississippi River System, and in the Alaska area, inasmuch as the frequency change-over at such locations is not proposed to become effective until October 31, 1961;

It is ordered, That the petition of The American Waterways Operators, Inc., is granted in part and the time for filing comments concerning the "Rivers" frequencies and the Alaskan frequencies in the above-entitled proceeding is hereby extended from March 20, 1961 to May 20, 1961;

It is further ordered, That reply comments, concerning the same portions of the Docket, must be filed on or before May 30, 1961;

It is further ordered, That the petition of The American Waterways Operators, Inc., is denied in all other respects;

It is further ordered, That the dates for filing comments and reply comments in this Docket, except as herein extended, remain unchanged.

Adopted: March 8, 1961.

Released: March 9, 1961.

FEDERAL COMMUNICATIONS COMMISSION,

[SEAL] BEN F. WAPLE,

Acting Secretary.

[F.R. Doc. 61-2258; Filed, Mar. 14, 1961; 8:49 a.m.]

Notices

DEPARTMENT OF STATE

[Public Notice 186]

[Delegation of Authority No. 85-11]

PEACE CORPS

Establishment and Administration

By virtue of the authority vested in me by the Mutual Security Act of 1954 (68 Stat. 832), Executive Order No. 10893 of November 8, 1960 (25 F.R. 220), Executive Order 10924 of March 1, 1961 (26 F.R. 1789), and section 4 of the Act of May 26, 1949 (63 Stat. 111), it is ordered as follows:

SECTION 1. Establishment of the Peace Corps. There is hereby established in the Department of State, under the direction and control of the Under Secretary of State for Economic Affairs, an agency which shall be known as the Peace Corps and headed by a Director. The Peace Corps shall be responsible for the training and service abroad of men and women of the United States in new programs of assistance to nations and areas of the world, and in conjunction with or in support of existing economic assistance programs of the United States and of the United Nations and other international organizations.

SEC. 2. Administration of the Peace Corps. The Under Secretary of State for Economic Affairs, on behalf of the Secretary of State, shall:

(1) Redelegate to the Director of the Peace Corps, to the extent consistent with law, such of the functions under the Mutual Security Act of 1954 delegated to him by Delegation of Authority No. 85-10 of February 2, 1961 (26 F.R. 1313), as the Under Secretary of State for Economic Affairs shall deem necessary for the accomplishment of the purposes of the Peace Corps.

(2) Direct the Director of the International Cooperation Administration to allocate such funds to the Director of the Peace Corps as the Under Secretary of State for Economic Affairs shall deem necessary for the accomplishment of the purposes of the Peace Corps.

(3) Authorize the Director of the Peace Corps to redelegate to subordinates, to the extent consistent with law, any of the functions delegated to the Director of the Peace Corps by the Under Secretary of State for Economic Affairs, and to authorize any of his subordinates to whom such functions are so delegated successively to redelegate any of such functions.

(4) Authorize the Director of the Peace Corps, or his designees, to promulgate from time to time, to the extent consistent with law, such rules and regulations as may be necessary and proper to carry out any functions of the Peace Corps or the Director, officers, or employees thereof.

SEC. 3. General provisions. (a) This Delegation of Authority shall not be deemed to supersede or derogate from Delegation of Authority No. 85-10, and shall be deemed to be in addition to that delegation.

(b) Any reference in this Delegation of Authority to any Act, order, or delegation shall be deemed to be a reference to such Act, order, or delegation as amended from time to time.

(c) This Delegation of Authority shall become effective on the date of signature.

[SEAL]

DEAN RUSK,
Secretary of State.

MARCH 3, 1961.

[F.R. Doc. 61-2237; Filed, Mar. 14, 1961;
8:47 a.m.]

[Public Notice 185]

[Redelegation of Authority No. 85-10B]

PEACE CORPS

Administration

By virtue of the authority vested in me by Delegation of Authority No. 85-11 of March 3, 1961, it is ordered as follows:

SECTION 1. Administration of the Peace Corps. (a) The Director of the Peace Corps is authorized to exercise, with respect to the funds allocated to him, the functions provided for in sections 400(a), 420, 522(a), 522(b), 526, 527(a), 527(c)(1), 527(c)(2), 527(d), 528(a), 529(a), 529(b), 535(a), and 550 of the Mutual Security Act of 1954.

(b) The Director of the Peace Corps may, to the extent consistent with law, delegate any of the functions hereby delegated to his subordinates, and may authorize any of his subordinates to whom such functions are so delegated successively to redelegate any of such functions.

(c) The Director of the Peace Corps, or his designees, may promulgate from time to time, to the extent consistent with law, such rules and regulations as may be necessary and proper to carry out any of the functions of the Peace Corps.

(d) The Director of the International Cooperation Administration shall allocate such funds to the Director of the Peace Corps for the administrative expenses of the Peace Corps as shall be apportioned by the Bureau of the Budget from time to time.

SEC. 2. General provisions. (a) This Redelegation of Authority shall not be deemed to supersede or derogate from Redelegation of Authority No. 85-10A of February 2, 1961 (26 F.R. 1314), and shall be deemed to be in addition to that redelegation.

(b) Any reference in this Redelegation of Authority to any Act, delegation, or redelegation shall be deemed to be a reference to such Act, delegation, or redelegation as amended from time to time.

(c) This redelegation of authority shall become effective on the date of signature.

GEORGE W. BALL,
Under Secretary of State
for Economic Affairs.

MARCH 4, 1961.

[F.R. Doc. 61-2236; Filed, Mar. 14, 1961;
8:46 a.m.]

POST OFFICE DEPARTMENT

CANADA

Revised Postage Rates and Conditions

This notice is for the purpose of giving patrons of the postal service advance notice concerning new rates and conditions to be applied to mail addressed for delivery to Canada as a result of a recent "Postal Convention between the United States of America and Canada", which will be effective on July 1, 1961.

The following are the new postage rates and other mailing conditions which will be effective on July 1, 1961, as a result of the Convention:

1. *Surface postal union rates.* New rates will apply to printed matter, samples of merchandise, and 8-ounce merchandise packages as follows:

Classification	Rates	Weight limits
Printed matter:		
a. Books.....	2 cents first 2 ounces; 1 cent each additional 2 ounces.	11 pounds.
b. Sheet music.....	do.....	6 pounds 9 ounces.
c. Second-class matter mailed by publishers or registered news agents.....	do.....	66 pounds.
d. Other prints.....	3 cents first 2 ounces; 1½ cents each additional ounce up to 16 ounces. 2 cents each 2 ounces or fraction over 16 ounces.	6 pounds 9 ounces; 11 pounds for books, catalogs, and directories having 24 or more pages.
Samples of merchandise.....	3 cents first 2 ounces; 1½ cents each additional ounce. Minimum charge, 10 cents.	16 ounces.
8-ounce merchandise packages.....	do.....	8 ounces.

There will be no change in the postage rates on letters, post cards, commercial papers, or matter for the blind. Note that the weight limit for samples of mer-

chandise is being decreased from 18 ounces to 16 ounces.

2. *Indemnity for postal union registered mail.* The maximum indemnity

payable for a registered postal union article addressed to Canada will be increased from \$25 to \$100. Registration fees will remain at 50 cents for liability up to \$10 and 75 cents for liability up to \$100.

3. *Eight-ounce merchandise packages.* Insurance service will no longer be available for 8-ounce merchandise packages, such service being limited strictly to parcel post packages.

4. *Parcel post.* The maximum weight limit for parcel post will be increased from 15 pounds to 25 pounds per parcel. The postage rates will remain at 45 cents over 8 ounces to one pound and 22 cents for each additional pound or fraction.

The appropriate amendments necessary to codify these new revised rates and conditions applying to mail addressed for delivery in Canada into Title 39, Code of Federal Regulations, will be published in the FEDERAL REGISTER prior to the effective date of July 1, 1961.

(R.S. 161, as amended, secs. 501, 505, 74 Stat. 580, 581 (Pub. Law 86-682); 5 U.S.C. 22, 39 U.S.C. 501, 505)

[SEAL] LOUIS J. DOYLE,
Acting General Counsel.

[F.R. Doc. 61-2280; Filed, Mar. 14, 1961; 8:50 a.m.]

DEPARTMENT OF THE TREASURY

Bureau of Customs

[431.6]

CERTAIN ELECTRICAL ENERGY UNITS

Prospective Tariff Classification

MARCH 9, 1961.

It appears probable that certain electrical energy units in chief value of metal and consisting of two nickel-cadmium type dry cell storage batteries, and an alternating current battery charger composed of a rectifier, resistor, and fixed condenser, all in a sealed plastic case with two prongs, and of a type suitable for joining to a flashlight head, are chiefly used in the United States as components of flashlights and accordingly classifiable as parts of flashlights under paragraph 353, Tariff Act of 1930, as modified, dutiable at the rate of 35 percent ad valorem, and not as articles suitable for producing, rectifying, modifying, controlling, or distributing electrical energy, under paragraph 353, as modified, dutiable at the rate of 15 percent ad valorem.

Pursuant to § 16.10a(d) of the Customs Regulations, notice is hereby given that the existing uniform practice of classifying such merchandise as articles suitable for producing, rectifying, modifying, controlling, or distributing electrical energy, under paragraph 353, Tariff Act of 1930, is under review in the Bureau of Customs.

Consideration will be given to any relevant data, views, or arguments pertaining to the correct classification of this

No. 49—5

merchandise which are submitted to the Bureau of Customs, Washington 25, D.C., in writing. To assure consideration, such communications must be received in the Bureau not later than 30 days from the date of publication of this notice. No hearings will be held.

[SEAL] LAWTON M. KING,
Acting Commissioner of Customs.

[F.R. Doc. 61-2260; Filed, Mar. 14, 1961; 8:49 a.m.]

Foreign Assets Control

IMPORTATION OF GINSENG DIRECTLY FROM KOREA

Available Certifications by the Republic of Korea

Notice is hereby given that certificates of origin issued by the Ministry of Commerce and Industry of the Republic of Korea under procedures agreed upon between that government and the Foreign Assets Control are now available with respect to the importation into the United States directly, or on a through bill of lading, from Korea of the following additional commodities:

Ginseng, raw, wine, tea and tonic.

[SEAL] MARGARET W. SCHWARTZ,
Acting Director,
Foreign Assets Control.

[F.R. Doc. 61-2261; Filed, Mar. 14, 1961; 8:49 a.m.]

DEPARTMENT OF COMMERCE

Federal Maritime Board

PACIFIC FAR EAST LINE, INC.

Notice of Application

Notice is hereby given that Pacific Far East Line, Inc., has applied to serve Midway Islands with freight ships operating in their Trans-Pacific Freight Service on Trade Route No. 29.

Any person, firm or corporation desiring to comment upon said application of Pacific Far East Line, Inc. should, by close of business on March 29, 1961, notify the Secretary, Federal Maritime Board, in writing, in triplicate, of the nature of the interest of such person, firm or corporation regarding said application and submit such comments thereon as may be desired.

After giving due consideration to any comments received, or if no comments are received, the Federal Maritime Board will take such action as it deems appropriate.

Dated: March 13, 1961.

By order of the Federal Maritime Board.

THOMAS LISI,
Secretary.

[F.R. Doc. 61-2271; Filed, Mar. 14, 1961; 8:50 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

ALASKA

Notice of Termination of Proposed Withdrawal and Reservation of Lands

MARCH 8, 1961.

Notice of an application Serial No. 049689, for withdrawal and reservation of lands was published as Federal Register Document No. 59-7767 on page 7553 of the issue for September 18, 1959 (24 F.R. 7553). The applicant agency has canceled its application insofar as it involved the lands described below. Therefore, pursuant to the regulations contained in 43 CFR Part 295, such lands will be at 10:00 a.m. on March 30, 1961, relieved of the segregative effect of the above-mentioned application.

The lands involved in this notice of termination are:

Bear Lake

T. 16 N., R. 1 W., S.M.,
Section 35: lot 5.

Containing 24.93 acres.

These lands will remain subject to the Secretarial Order of October 30, 1936, withdrawing these and other lands for the Eklutna Industrial School Reserve.

L. T. MAIN,
Operations Supervisor.

[F.R. Doc. 61-2259; Filed, Mar. 14, 1961; 8:49 a.m.]

[NM 0128764]

NEW MEXICO

Notice of Proposed Withdrawal and Reservation of Lands

MARCH 3, 1961.

The United States Department of the Army has filed an application, Serial Number NM 0128764 for the withdrawal of the lands described below, from all forms of appropriation including the general mining and the mineral leasing laws. The applicant desires the land for use in connection with the Keystone Dam and Reservoir, Arkansas River, Oklahoma.

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

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

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

The lands involved in the application are:

INDIAN MERIDIAN

T. 20 N., R. 9 E., Ind. Mer., Oklahoma, Sec. 35: Lots 2 and 3. Containing 25.45 acres, more or less.

E. R. SMITH,
State Supervisor.

[F.R. Doc. 61-2226; Filed, Mar. 14, 1961;
8:45 a.m.]

Office of the Secretary

IMPORTS OF RESIDUAL FUEL OIL TO
BE USED AS FUEL, DISTRICT IMaximum Level for Period April 1,
1961, Through March 31, 1962

Pursuant to paragraph (e) of section 2 of Presidential Proclamation 3279, as amended, the maximum level of imports into District I of residual fuel oil to be used as fuel shall be 461,427 barrels daily for the allocation period April 1, 1961 through March 31, 1962. Neither the present level nor the adjusted level includes residual fuel oil withdrawn from bonded warehouse for ships' supplies or for exportation.

STEWART L. UDALL,
Secretary of the Interior.

MARCH 9, 1961.

[F.R. Doc. 61-2228; Filed, Mar. 14, 1961;
8:46 a.m.]

FEDERAL COMMUNICATIONS
COMMISSION

[Docket Nos. 13676, 13679; FCC 61M-398]

CIRCLE L, INC., AND ROCKY MOUNTAIN
TELE STATIONS

Order Continuing Hearing

In re applications of Circle L, Inc., Reno, Nevada, Docket No. 13676, File No. BPCT-2656; Harrisscope, Inc., Irving B. Harris, Donald P. Nathanson and Benjamin Berger, d/b as Rocky Mountain Tele Stations, Reno, Nevada, Docket No. 13679, File No. BPCT-2750; for construction permits for new television broadcast stations (Channel 4).

The Hearing Examiner having under consideration a petition filed March 6, 1961, on behalf of the Chief, Broadcast Bureau, Federal Communications Commission requesting that the hearing in the above-entitled proceeding now scheduled for March 13, 1961, be continued to March 16, 1961; and

It appearing that the reason for the requested continuance is the fact that Broadcast Bureau counsel has conflicting duties and commitments on March 13, 1961; and

It further appearing that counsel for the other parties to this proceeding have consented to a grant of this petition, to a waiver of the provisions of § 1.43 of the Commission's rules in order to permit immediate consideration thereof and good cause for granting the petition having been shown;

It is ordered, This the 9th day of March 1961, that the petition for continuance is granted and the evidentiary hearing now scheduled for March 13, 1961, is continued to March 16, 1961.

Released: March 9, 1961.

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

[F.R. Doc. 61-2251; Filed, Mar. 14, 1961;
8:48 a.m.]

[Docket No. 13410; FCC 61M-393]

IDAHO MICROWAVE, INC.

Order Scheduling Prehearing
Conference

In re applications of Idaho Microwave, Inc., Docket No. 13410: For construction permit for new fixed radio station at Kimport Peak, Idaho (KPL 24), File No. 2672-C1-P-58; for construction permit for new fixed radio station at Rock Creek, Idaho (KPL 25), File No. 2673-C1-P-58; for construction permit for new fixed radio station at Jerome, Idaho (KPL 26), File No. 2674-C1-P-58.

It is ordered, This 8th day of March 1961, that a further prehearing conference in the above-entitled matter shall be held at 10:00 a.m., March 22, 1961, in the Commission's offices in Washington, D.C.

Released: March 9, 1961.

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

[F.R. Doc. 61-2252; Filed, Mar. 14, 1961;
8:48 a.m.]

[Docket Nos. 13884-13886; FCC 61M-395]

"JET" BROADCASTING CO., INC.,
(WJET) ET AL.

Order Continuing Hearing

In re applications of the "Jet" Broadcasting Co., Inc. (WJET), Erie, Pennsylvania, Docket No. 13884, File No. BP-12188; WBNY, Incorporated (WBNY), Buffalo, New York, Docket No. 13885, File No. BP-13285; Lake Shore Broadcasting Company, Inc. (WDOE), Dunkirk, New York, Docket No. 13886, File No. BP-13300; for construction permits.

On this 8th day of March 1961, with the consent of all other parties to both early consideration and grant, the petition of the Broadcast Bureau filed on March 7, 1961, to extend the date for taking certain procedural steps in this proceeding is granted; and the following extensions of time are ordered:

Date Broadcast Bureau will notify parties of any additional data they require extended from February 28, 1961, to March 7, 1961;

Deadline for parties to furnish data requested by the Broadcast Bureau extended from March 14, 1961, to March 21, 1961;

Hearing extended from March 24, 1961, to March 31, 1961.

Released: March 9, 1961.

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

[F.R. Doc. 61-2253; Filed, Mar. 14, 1961;
8:48 a.m.]

[Docket Nos. 13969, 13970; FCC 61M-396]

NICHOLASVILLE BROADCASTING CO.
AND JESSAMINE BROADCASTING
CO.

Order Setting Prehearing Conference

In re applications of Pierce E. Lackey, F. E. Lackey, and Kathrine Peden, d/b as Nicholasville Broadcasting Co., Nicholasville, Kentucky, Docket No. 13969, File No. BP-13253; Inman S. Wood and Paul Everman, d/b as Jessamine Broadcasting Co., Nicholasville, Kentucky, Docket No. 13970, File No. BP-13358, for construction permits.

It is ordered, This 8th day of March 1961, on the Hearing Examiner's own motion that, pursuant to 47 CFR 1.111 the parties or their counsel in the above-entitled proceeding are directed to appear for a prehearing conference at the Offices of the Commission, Washington, D.C., at 9:30 a.m. on March 27, 1961.

Released: March 9, 1961.

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

[F.R. Doc. 61-2254; Filed, Mar. 14, 1961;
8:49 a.m.]

FEDERAL POWER COMMISSION

[Docket Nos. G-17193 etc.]

CHAMPLIN OIL & REFINING CO.
ET AL.Notice of Applications and Date of
Hearing

MARCH 8, 1961.

Champlin Oil & Refining Company,¹ Docket No. G-17193; Logue and Patterson, Operator, et al.,² Docket No. G-18234; Edwin C. Meredith, Docket No. G-19228; Grim and Duffield, Docket No. G-20163; Pan American Petroleum Corporation, Docket No. G-20225; Mississippi River Fuel Corporation, Docket

¹ Champlin Oil & Refining Company filed a petition on June 22, 1960, to amend its pending certificate application in Docket No. G-17193 and now seeks permission and approval to abandon. Temporary authority to commence the subject service was granted December 23, 1958.

² Logue and Patterson filed a petition, on January 26, 1959, to amend its pending certificate application in Docket No. G-18234 and now seeks permission and approval to abandon. Temporary authority to commence the subject service was granted on April 17, 1959.

No. CP60-47; Sam Sklar, Trustee, et al., Docket No. CI60-231; Sinclair Oil & Gas Company, Operator, et al., Docket No. CI60-447; United Carbon Company, Docket No. CI60-579; Hunt and Adams, Docket No. CI60-763; Westheimer-Neustadt Corporation, Docket No. CI60-815; Phillips Petroleum Company, Docket No. CI61-57; Theodore A. Parsons et al., Docket No. CI61-136; Plains Exploration Company, Operator, et al., Docket No. CI61-199; Cities Service Oil Company, Docket No. CI61-243; General American Oil Company of Texas, Operator, et al., Docket No. CI61-1019; Gulf Oil Corporation, Operator, et al., Docket No. CI61-1062.

Take notice that each of the above applicants seek permission and approval to abandon natural gas service, pursuant to section 7(b) of the Natural Gas Act, as hereinafter described, subject to the jurisdiction of the Commission, all as more fully described in the respective applications, petitions and amendments filed herein.

The respective Applicants seek permission and approval to abandon service as indicated below:

Docket Nos., Field and Location, Purchaser, and Docket in Which Sale Was Authorized

G-17193; Sprague, Logan County, Colorado; Kansas-Nebraska Natural Gas Company, Inc.; G-17193.

G-18234; North McFaddin, Victoria County, Texas; United Gas Pipe Line Company; G-18234.

G-19228; Murphy District, Ritchie County, West Virginia; Hope Natural Gas Company; G-14294.

G-20163; Washington District, Calhoun County, West Virginia; Hope Natural Gas Company; G-9232.

G-20225; Spindletop, Jefferson County, Texas; Texas Gas Pipe Line Corporation; G-2788.

CI60-231; Willow Springs, Gregg County, Texas; Texas Eastern Transmission Corporation; G-4599.

CI60-447; Willow Springs, Gregg County, Texas; Texas Eastern Transmission Corporation; G-8493 and G-11229.

CI60-763; Center District, Gilmer County, West Virginia; Hope Natural Gas Company; G-8194.

CI60-815; Sholem-Alechem, Carter County, Oklahoma; Lone Star Gas Company; G-4672. CI61-57; New Ulm, Austin County, Texas; Tennessee Gas Transmission Company; G-2630.

CI61-136; Union District, Ritchie County, West Virginia; Hope Natural Gas Company; G-15489.

CI61-199; McKenzie Field, Weld County, Colorado; Kansas-Nebraska Natural Gas Company, Inc.; G-9831.

CI61-243; New Ulm, Austin County, Texas; Tennessee Gas Transmission Company; G-4579.

CI61-1019; Mary Murray Lease, Garvin County, Oklahoma; Lone Star Gas Company; G-9563.

CI61-1062; Southwest Antioch, Garvin County, Oklahoma; Lone Star Gas Company; G-18132.

seeks to abandon service to Southwest Gas Producing Company, Inc. (Southwest). Mississippi was authorized in Docket No. G-7376 to sell "wet gas" from the Wynn Gas Unit, Hico-Knowles Field, Lincoln Parish, Louisiana to Southwest, who gathers the "wet gas" and processes it through its processing plant and resells the residue to Texas Eastern Transmission Corporation (Texas Eastern).

Mississippi expects, upon discontinuance of the "wet gas" sale, that Southwest will continue to process Mississippi's "wet gas" under a straight processing arrangement, whereby Mississippi will take into its own system the residue gas attributable to such "wet gas" at the tailgate of Southwest's processing plant.

On March 3, 1960, Southwest filed an application, pursuant to section 7(b) of the Act, for authorization to abandon the resale of Mississippi's gas to Texas Eastern. By letter dated March 15, 1960, Southwest was advised that such application has been accepted for filing as a petition to amend the order issuing certificates in Docket No. G-2594 to delete therefrom authorization to sell natural gas to Texas Eastern attributable to Mississippi's interest in the Wynn Gas Unit.

United Carbon Company (United) in Docket No. CI60-579, seeks permission and approval to abandon service to Columbian Carbon Company (Columbian) for resale to Texas Gas Transmission Corporation from the Monroe Field, Union Parish, Louisiana.

United proposes to abandon service to Columbian in order to sell the gas involved to Southern Natural Gas Company (Southern). United states that the ten-year term of the February 10, 1950 contract with Columbian expired on July 1, 1960, at which time such gas was automatically committed to Southern under a twenty-year contract dated April 1, 1950. Columbian concurs with United in the July 1, 1960 expiration date of their contract.

United was authorized on September 20, 1957 in Docket No. G-3913 to make, among other sales, the sales of natural gas from the Monroe Field to Columbian and Southern as covered by the aforementioned contracts of February 10 and April 1, 1950, respectively.

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

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on April 11, 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 applications: *Provided, however*, That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of

practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before March 27, 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. 61-2223; Filed, Mar. 14, 1961; 8:45 a.m.]

[Docket No. CP61-154]

SOUTHERN NATURAL GAS CO.

Notice of Postponement of Hearing

MARCH 8, 1961.

Take notice that the hearing in the above-docketed proceeding heretofore scheduled to commence on March 16, 1961, by notice issued on February 9, 1961, and published in the FEDERAL REGISTER on February 16, 1961 (26 F.R. 1375), be and hereby is postponed to a date to be fixed by further notice.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 61-2224; Filed, Mar. 14, 1961; 8:45 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 2-6623]

FASHION FROCKS, INC.

Notice of Application for Exemption

MARCH 7, 1961.

Notice is hereby given that Fashion Frocks, Inc. an Ohio corporation, ("issuer") has filed an application pursuant to Rule 15d-20 of the general rules and regulations under the Securities Exchange Act of 1934 ("Act") for an order exempting the issuer from the operation of section 15(d) of the Act with respect to the duty to file any reports required by that section and the rules and regulations thereunder.

Rule 15d-20 permits the Commission, upon application and subject to appropriate terms and conditions, to exempt an issuer from the duty to file annual and other periodic reports if the Commission finds that all outstanding securities of the issuer are held of record, as therein defined, that the number of such record holders does not exceed fifty persons, and that the filing of such reports is not necessary in the public interest or for the protection of investors.

The application states with respect to the request for exemption, as follows:

1. The issuer has outstanding 1,000 shares of second preferred stock and 444,491 shares of common stock.

2. The shares of second preferred stock are held of record by one person and the shares of common stock are held of record by forty-nine persons.

3. The number of such record holders has been computed in accordance with paragraph (e) of Rule 15d-20.

4. The filing by the issuer of the reports required by section 15(d) of the Act and the rules and regulations thereunder is not necessary in the public interest or for the protection of investors.

Notice is further given that an order granting the application upon such terms and conditions as the Commission may deem necessary or appropriate may be issued by the Commission at any time on or after March 30, 1961 unless prior thereto a hearing is ordered by the Commission. Any interested persons may, not later than March 27, 1961 at 5:30 p.m. submit to the Commission in writing his views or any additional facts bearing upon the application or the desirability of a hearing thereon, or request the Commission in writing that a hearing be held thereon. Any such communication or request should be addressed to the Secretary, Securities and Exchange Commission, Washington 25, D.C., and should state briefly the nature of the interest of the person submitting such information or requesting a hearing, the reason for such request, and the issues of facts or law raised by the application which he desires to controvert.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 61-2229; Filed, Mar. 14, 1961;
8:46 a.m.]

[File No. 70-3930]

GENERAL PUBLIC UTILITIES CORP.

Notice of Filing of Application-Declaration Regarding Acquisition of Common Stock of an Electric Utility Company

MARCH 8, 1961.

Notice is hereby given that General Public Utilities Corporation ("GPU"), a registered holding company, has filed with this Commission an application-declaration and an amendment thereto, pursuant to the Public Utility Holding Company Act of 1935 ("Act"), designating sections 6(a), 7, 9(a), 10, and 12(c) of the Act and Rule 42 promulgated thereunder, as applicable to the proposed transactions.

All interested persons are referred to the application-declaration on file at the office of the Commission for a statement of the transactions therein proposed, which are summarized as follows:

Pursuant to a purchase agreement between GPU and Altoona and Logan Valley Electric Railway Company ("Logan Valley"), a non-affiliate of GPU and the holder of all the outstanding shares of common stock of Home Electric Company ("Home"), GPU proposes to acquire, in exchange for 81,191 shares of its authorized and unissued common stock (a) all the 500 outstanding \$100 par value shares of common stock of

Home, and (b) all the cash of Logan Valley remaining after Logan Valley provides for payment of its liabilities and expenses of its dissolution and liquidation. The Home common stock will be recorded by GPU at a cost equal to the closing sale price of GPU common stock on the New York Stock Exchange on the day preceding GPU's acquisition, reduced by the cash to be received by GPU from Logan Valley and increased by any expenses of such acquisition which are appropriately capitalized. Prior to GPU's acquisition of the Home common stock, Logan Valley will effect certain transactions including, among other things, the contribution by Logan Valley to Home of certain real estate owned by Logan Valley.

Pursuant to the purchase agreement Logan Valley will be dissolved and liquidated promptly upon the consummation of the sale of the Home common stock to GPU. In such liquidation the stockholders of Logan Valley would receive one and six tenths ($1\frac{6}{10}$) shares of GPU common stock for each share of Logan Valley capital stock which they hold. In the distribution of the GPU stock, cash is to be paid in lieu of fractional shares. GPU will provide such cash by repurchasing shares of GPU stock from Logan Valley, from time to time, at the closing sale price of GPU common stock on the New York Stock Exchange on the last business day preceding the acquisition of the Home common stock.

Home is engaged in the purchase, transmission, distribution and sale of electric power, all of which it purchases from Pennsylvania Electric Company ("Penelec"), an electric utility subsidiary company of GPU. Home serves approximately 6,000 customers in a service area, about 12 miles east of Altoona, Pennsylvania, and which is almost completely surrounded by the service area of Penelec. Upon the acquisition by GPU of the Home common stock, Home will file new tariffs with the Pennsylvania Public Utility Commission adopting Penelec's rates for electric service whenever Penelec's rates are less than the rates at which Home has been rendering such service. It is estimated that such adoption of Penelec rates will reduce charges to Home's customers by approximately \$28,000 per year, based upon the current level of consumption of such customers. Home will continue to render service to existing customers at its present rates where these are less than Penelec's existing rates.

GPU proposes, after the consummation of the acquisition of the Home common stock, to institute appropriate proceedings before this Commission and the Pennsylvania Public Utility Commission seeking approval of a merger of Home into Penelec. The application-declaration states that such merger will make possible a reduction in the expenses of the Home operations of approximately \$35,000 per year, largely consisting of the elimination of certain officers' salaries and clerical and bookkeeping expenses.

No finders fee or commission is to be paid by GPU either directly or indirectly in connection with the acquisition of the Home common stock. The nature and

amount of legal and other fees and expenses to be incurred will be supplied by amendment to the application-declaration.

The application-declaration states that no State commission and no Federal commission, other than this Commission, has jurisdiction with respect to the proposed transactions.

Notice is further given that any interested person may, not later than March 27, 1961, at 5:30 p.m., request the Commission in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request, and the issues of fact or law, if any, raised by said application-declaration which he desires to controvert; or he may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington 25, D.C. At any time after said date the application-declaration, as amended, may be granted and permitted to become effective as provided in Rule 23 of the rules and regulations promulgated under the Act, or the Commission may grant exemption from its rules as provided in rules 20(a) and 100, or take such other action as it may deem appropriate.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 61-2230; Filed, Mar. 14, 1961;
8:46 a.m.]

[File No. 24D-2482]

GLAMOUR VENDING CORP.

Order Temporarily Suspending Exemption, Statement of Reasons Therefor, and Notice of Opportunity for Hearing

MARCH 9, 1961.

I. Glamour Vending Corporation (issuer), a Colorado corporation, 1212 Tower Building, Denver, Colorado, filed with the Commission on November 25, 1960, a notification on Form 1-A and an offering circular relating to an offering of 140,000 shares of its 50¢ par value common stock at \$2 per share for an aggregate amount of \$280,000 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; and

II. The Commission has reason to believe that:

A. The terms and conditions of Regulation A have not been complied with in that the issuer has failed:

1. To disclose in Item 2(b) of the notification an affiliate of the issuer and the nature of the affiliation.

B. The offering circular contains untrue statements of material facts and omits 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 competitive influences known to issuer.

2. The failure to disclose interests of officers and directors of the issuer in affiliated companies.

3. The failure to disclose the existence of an existing franchise dealer and distributor with which officers and directors were familiar.

4. The failure to disclose adequately existing patents affecting the company's product.

5. The failure to disclose adequately arrangements to manufacture one of the company's principal products.

C. The offering has been and would be 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. 61-2231; Filed, Mar. 14, 1961;
8:46 a.m.]

[File No. 1-3776]

TRAIL MINES, INC.

Notice of Application To Strike From Listing and Registration and of Opportunity for Hearing

MARCH 9, 1961.

In the matter of Trail Mines, Inc., Common Stock.

The San Francisco Mining Exchange has filed an application with the Securities and Exchange Commission pursuant to section 12(d) of the Securities Exchange Act of 1934 and Rule 12d2-1(b) promulgated thereunder, to strike the specified security from listing and registration thereon.

The reasons alleged in the application for striking this security from listing and registration include the following: The issuer has failed to file its financial statements for the year ended December 31, 1959.

Upon receipt of a request, on or before March 24, 1961, from any interested person for a hearing in regard to terms to be imposed upon the delisting of this security, the Commission will determine whether to set the matter down for hearing. Such request should state briefly the nature of the interest of the person requesting the hearing and the position he proposes to take at the hearing with respect to imposition of terms. In addition, any interested person may submit his views or any additional facts bearing on this application by means of a letter addressed to the Secretary of the Securities and Exchange Commission, Washington 25, D.C. If no one requests a hearing on this matter, this application will be determined by order of the Commission on the basis of the facts stated in the application and other information contained in the official files of the Commission pertaining to the matter.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 61-2232; Filed, Mar. 14, 1961;
8:46 a.m.]

[File No. 1-3294]

YELLOW CAB CO.

Notice of Application To Strike From Listing and Registration and of Opportunity for Hearing

MARCH 9, 1961.

In the matter of Yellow Cab Company, Common Stock, 6 Percent Preferred Stock.

The Pacific Coast Stock Exchange has filed an application with the Securities and Exchange Commission pursuant to section 12(d) of the Securities Exchange Act of 1934 and Rule 12d2-1(b) promulgated thereunder, to strike the specified security from listing and registration thereon.

The reasons alleged in the application for striking this security from listing and registration include the following: After a recent purchase offer and change of control, there remain only 78 holders of preferred and 183 holders of common stock.

Upon receipt of a request, on or before March 24, 1961, from any interested person for a hearing in regard to terms to be imposed upon the delisting of this security, the Commission will determine whether to set the matter down for hearing. Such request should state briefly the nature of the interest of the person requesting the hearing and the position he proposes to take at the hearing with respect to imposition of terms. In addition, any interested person may submit his views or any additional facts bearing on this application by means of a letter addressed to the Secretary of the Securities and Exchange Commission, Washington 25, D.C. If no one requests a hearing on this matter, this application will be determined by order of the Commission on the basis of the facts stated in the application and other information

contained in the official files of the Commission pertaining to the matter.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 61-2233; Filed, Mar. 14, 1961;
8:46 a.m.]

INTERSTATE COMMERCE COMMISSION

MOTOR CARRIER TRANSFER PROCEEDINGS

MARCH 10, 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:

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 63827. By order of March 8, 1961, the Transfer Board approved the transfer to William Z. Getz, Inc., Lancaster, Pa., of Permits in Nos. MC 107460 Sub 8, MC 107460 Sub 9, MC 107460 Sub 13, MC 107460 Sub 14, and MC 107460 Sub 15, issued October 2, 1950, November 29, 1954, October 16, 1958, September 8, 1959, and August 27, 1959, respectively, to William Z. Getz, Lancaster, Pa., authorizing the transportation of: Fruits and vegetables, brick, machinery and structural iron and steel, lumber, metal roofing and siding, fabricated metal products, skids, aluminum, in coils and sheets, plain or painted, agricultural machinery and implements, and parts and accessories, accessories parts and supplies and materials used in the manufacture and assembly of agricultural machinery, implements and component parts thereof, pallets and containers, balers and machinery and parts and accessories for said commodities, hay balers' parts, and aluminum ingots and slabs, from, to, or between specified points in Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia. Christian V. Graf, 407 North Front Street, Harrisburg, Pa., attorney for applicants.

No. MC-FC 63837. By order of March 8, 1961, the Transfer Board approved the transfer to Lester F. Joy, Winchendon, Mass., of Certificates in Nos. MC

96404 and MC 96404 Sub 1, issued January 22, 1942, and June 12, 1953, respectively, to Lester M. Joy, Winchendon, Mass., authorizing the transportation of: Lumber and forest products, and logs, from, to, or between specified points in Massachusetts, New Hampshire, and Vermont. Stanley G. Barker, 340 Main Street, Worcester 8, Mass., attorney for applicants.

No. MC-FC 63855. By order of March 8, 1961, the Transfer Board approved the transfer to Agnes B. Spurr, doing business as Spurr & McKay, Somerville, Mass., of Certificate in No. MC 34648, issued September 9, 1940, to Harry E. Spurr, doing business as Spurr & McKay, Somerville, Mass., authorizing the transportation of: Household goods, between Somerville, Mass., and points in Massachusetts within 15 miles of Somerville, on the one hand, and, on the other, points in Massachusetts, New Hampshire, Rhode Island, Connecticut, and New York. Joseph J. Mazza, 6 Beacon Street, Boston 8, Mass., attorney for applicants.

No. MC-FC 63866. By order of March 8, 1961, the Transfer Board approved the transfer to Mario Palleschi, doing business as Bedell's Express, William Street, Kinderhook, N.Y., of Certificate in No. MC 78033, issued April 8, 1958, to Leonard C. Merrill and Mario Palleschi, a partnership, doing business as Bedell's Express, William Street, Kinderhook, N.Y., authorizing the transportation of: General commodities, with the usual exceptions including household goods and commodities in bulk, between specified points in New York.

No. MC-FC 63950. By order of March 8, 1961, the Transfer Board approved the transfer to McLure Moving and Storage, Inc., 6 Central Street, Essex Junction, Vt., of Certificate in No. MC 55517, issued August 31, 1954, to Clifford F. McLure and Natalie H. McLure, a partnership, doing business as Hilliker and McLure Van Service, 6 Central Street, Essex Junction, Vt., authorizing the transportation of: Household goods, between points in Vermont, on the one hand, and, on the other, points in Connecticut, Delaware, District of Columbia, Florida, Illinois, Indiana, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, and Virginia.

No. MC-FC 63980. By order of March 8, 1961, the Transfer Board approved the transfer to Missouri Transit Lines, Inc., Cedar Rapids, Iowa, of Certificates Nos. MC 36524 and MC 36524 Sub 5 issued September 23, 1954, and October 31, 1957, to Missouri Transit Company, Inc., Macon, Mo., authorizing the transportation of: Passengers and their baggage, and express, newspapers, and mail in the same vehicle with passengers between Ottumwa, Iowa, and Jefferson City, Mo., serving various intermediate points; from Ottumwa to Jefferson City, Mo., and return; between Jefferson City, Mo., and Fort Leonard Wood, Mo., serving all intermediate points; between Mt. Vernon, Iowa, and Iowa City, Iowa, serving all intermediate points; between Ainsworth Junction, Iowa, and Fort

Madison, Iowa, serving all intermediate points, between Washington, Iowa, and Fairfield, Iowa; between junction Iowa Highway 1 to Fairfield; between Winfield, Iowa, and New London, Iowa; between Hunter Airport, Linn County, Iowa, and junction Linn County Routes FF and R; between Cedar Rapids, Iowa, and junction Linn County Routes X and FF; between Cedar Rapids, Iowa, and Solon, Iowa; between Mt. Pleasant, Iowa, and Burlington, Iowa; from Mt. Pleasant to Burlington; between junction U.S. Highway 218 and Iowa Highway 78; passengers and their baggage, and newspapers in the same vehicle with passengers, between Iowa City, Iowa, and Washington, Iowa; and passengers and their baggage and express and newspapers in the same vehicle with passengers between junction U.S. Highway 54 and Missouri Highway 17 and Springfield, Mo., serving all intermediate points. J. W. Albright, attorney for transferee, 1215 Merchants National Bank Building, Cedar Rapids, Iowa.

No. MC-FC 64011. By order of March 8, 1961, the Transfer Board approved the transfer to Millard C. Haley and Francis L. Haley, a partnership, doing business as M. C. Haley & Son, Madison, Mo., of Certificate in No. MC 117081, issued November 18, 1958, to Charles E. Elsberry, Madison, Mo., authorizing the transportation of: Fertilizer, in sacks, in seasonal operations, between March 1 and October 31, inclusive, of each year, from East St. Louis, Ill., to Madison, Mo., and points within 15 miles thereof. Joseph R. Nacy, 117 West High Street, Jefferson City, Mo., attorney for applicants.

[SEAL] HAROLD D. McCoy,
Secretary.

[F.R. Doc. 61-2242; Filed, Mar. 14, 1961;
8:47 a.m.]

[Notice 155]

MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

MARCH 10, 1961.

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

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

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

MOTOR CARRIERS OF PROPERTY

No. MC 151 (Deviation No. 1), LOVE-
LACE TRUCK SERVICE, INC., 425

North Second Street, Terre Haute, Ind., filed February 23, 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 Danville, Ill., over Interstate Highway 74 to Urbana-Champaign, Ill., 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 pertinent service routes as follows: From Danville over unnumbered highways via Sidell, Allerton, Longview, Villa Grove, and Camargo, Ill., to junction U.S. Highway 36 and thence over U.S. Highway 36 to junction U.S. Highway 45, thence over U.S. Highway 55 to Champaign-Urbana; and from Danville over U.S. Highway 150 to junction U.S. Highway 36, and thence over U.S. Highway 36 to junction U.S. Highway 45 and thence over U.S. Highway 45 to Urbana-Champaign, and return over the same routes.

No. MC 493 (Deviation No. 1), HYMAN MOTOR SERVICE CO., 425 South Sixth Street, Quincy, Ill., filed February 2, 1961. Attorney Sam Schneiderman, 620 W.C.U. Building, Quincy, Ill. Carrier proposes to operate as a common carrier, by motor vehicle, of general commodities, with certain exceptions, over deviation routes as follows: (A) From junction U.S. Highway 36 and Illinois Highway 96 over Illinois Highway 96 to junction U.S. Highway 54, thence over U.S. Highway 54 to junction Missouri Highway 79, thence over Missouri Highway 79 to junction U.S. Highway 40; (B) from Quincy over Illinois Highway 57 to junction F.A. Route 80 Spur (known as the Fall Creek to Hannibal Road), thence over F.A. Route 80 Spur to junction U.S. Highway 36, thence over U.S. Highway 36 to junction U.S. Highway 61; and (C) from Quincy over Illinois Highway 57 to junction U.S. Highway 36, and return over the same routes for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over pertinent service routes as follows: From Quincy over U.S. Highway 24 to junction U.S. Highway 61, thence over U.S. Highway 61 to junction By-Pass U.S. Highway 40, thence over By-Pass U.S. Highway 40 to junction Alternate U.S. Highway 40 thence over Alternate U.S. Highway 40 to St. Louis; from Quincy over Illinois Highway 96 to junction U.S. Highway 36, thence over U.S. Highway 36 to Detroit, Ill., thence over Illinois Highway 100 via Hardin, Ill., to junction Illinois Highway 16, thence over Illinois Highway 16 to Jerseyville, Ill., thence over Alternate U.S. Highway 67 via Delhi, Ill., to junction U.S. Highway 67, thence over U.S. Highway 67 to Alton, Ill., thence over Alternate U.S. Highway 67 to St. Louis; from Quincy to Alton, Ill., as specified immediately above, thence across the Mississippi River over U.S. Highway 67 to St. Louis; from Quincy over Illinois Highway 96 to junction U.S. Highway 136, thence across the Mississippi River to Keokuk, Iowa, and return from Keokuk across the Missis-

Mississippi River to junction U.S. Highway 136, thence over U.S. Highway 136 to Macomb, Ill.; from Quincy over U.S. Highway 24 to junction Illinois Highway 94 thence over Illinois Highway 94 to junction Illinois Highway 61, thence over Illinois Highway 61 via Augusta, Ill., to junction U.S. Highway 136, thence over U.S. Highway 136 to junction Illinois Highway 94, thence over Illinois Highway 94 to junction Illinois Highway 9, thence over Illinois Highway 9 to junction U.S. Highway 67, thence over U.S. Highway 67 to Macomb, and return over the same routes.

No. MC 730 (Deviation No. 8), PACIFIC INTERMOUNTAIN EXPRESS CO., 14th and Clay Streets, Oakland 4, Calif., filed February 20, 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 Idaho Falls, Idaho, over Interstate Highways 15 and 80N to San Bernardino, Calif., 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 pertinent service routes as follows: From Salt Lake City, Utah, over U.S. Highway 91 via Nephi and Anderson, Utah to Barstow, Calif. (also from Nephi over Utah Highway 189 to junction U.S. Highway 89, thence over U.S. Highway 89 to Mt. Carmel junction Utah, thence over Utah Highway 15 to Anderson, Utah and thence as specified above to Barstow), thence over U.S. Highway 66 via San Bernardino to Los Angeles, Calif., also from San Bernardino over U.S. Highway 99 to Los Angeles; from Salt Lake City over U.S. Highway 91 to Pocatello; from Brigham, Utah over U.S. Highway 30S to Tremonton, Utah, and thence over U.S. Highway 191 to Downey, Utah; from Brigham over U.S. Highway 89 to Logan, Utah; from Salt Lake City over U.S. Highway 91 to Brigham City, Utah (also from junction U.S. Highway 91 and Utah Highway 106) (formerly Alternate U.S. Highway 91) over Utah Highway 106 via Bountiful, Utah, to junction U.S. Highway 91, and thence over U.S. Highway 91 to Brigham City, Utah (and thence over U.S. Highway 30S to Burley, Ohio, and thence over U.S. Highway 30 to Boise, Idaho; from Tremonton over U.S. Highway 191 (formerly Utah Highway 41) to the Utah-Idaho State Line, thence over U.S. Highway 191 (formerly Idaho Highway 36) to Downey, thence over U.S. Highway 191 to St. Anthony, Idaho; from Brigham City over U.S. Highway 91 to Downey (also from Brigham City over Utah Highway 69) (formerly U.S. Highway 89), to Logan, Utah, and thence over U.S. Highway 91 to Downey, and return over the same routes.

No. MC 2989 (Sub No. 1) (Deviation No. 1), DAYS TRANSFER, INC., 730 East Beardsley Avenue, Elkhart, Ind., filed February 20, 1961. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over deviation routes as follows: From Detroit,

Mich., over Interstate Highway 94 to Michigan City, Ind., 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 pertinent service routes as follows: From South Bend over U.S. Highway 20 to junction U.S. Highway 35, thence over U.S. Highway 35 to Michigan City, Ind., and thence over U.S. Highway 12 to Chicago; from Bristol, Ind., over Indiana Highway 120 to Elkhart, Ind., and thence over U.S. Highway 20 to South Bend, Ind.; from Elkhart over Indiana Highway 19 to the Indiana-Michigan State Line, thence over Michigan Highway 205 to junction U.S. Highway 112 and thence over U.S. Highway 112 to Mottville, Mich., also from Elkhart over Indiana Highway 120 to Bristol, thence over Indiana Highway 15 to the Indiana-Michigan State Line, thence over Michigan Highway 131 to Mottville, Mich., and thence as specified above to Ypsilanti, Mich.; and from Detroit over U.S. Highway 112 via Dearborn, Mich., to Ypsilanti, and thence over Michigan 17 to Ann Arbor, Mich., and return over the same routes.

No. MC 6945 (Deviation No. 4), THE NATIONAL TRANSIT CORPORATION, 4401 Stecker Avenue, Dearborn Avenue, Detroit 2, Mich., filed January 25, 1961. 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 the junction of U.S. Highways 25 and 42 at Sharonville, Ohio over U.S. Highway 42 to Xenia, Ohio, thence over U.S. Highway 68 to Springfield, Ohio, and return over the same routes, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over pertinent service routes as follows: From the junction of U.S. Highways 25 and 42 over U.S. Highway 25 to Dayton, Ohio, and thence over Ohio Highway 4 to Springfield, and return over the same routes.

No. MC 30504 (Deviation No. 3), TUCKER FREIGHT LINES, INC., 1415 South Olive Street, South Bend 21, Ind., filed February 17, 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 Lansing, Mich., over U.S. Highway 127 to Jackson, Mich., 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 pertinent service routes as follows: From Elkhart, Ind., over Indiana Highway 19 to Indiana-Michigan State Line, thence over Michigan Highway 205 to junction U.S. Highway 112, thence over U.S. Highway 112 to Mottville, Mich. (also from Elkhart over Indiana Highway 120 to Junction Indiana Highway 15, thence over Indiana Highway 15 to the Indiana-Michigan State Line, thence over U.S. Highway 131 to Mottville), thence over U.S. Highway 131 to Three Rivers, Mich.,

thence over Michigan Highway 60 to Jackson, Mich., thence over U.S. Highway 12 to Ann Arbor, Mich., thence over Michigan Highway 14 (formerly U.S. Highway 12) to junction Michigan Highway 56, thence over Michigan Highway 56 to Plymouth, Mich., thence return over Michigan Highway 56 to junction Michigan Highway 14, thence over Michigan Highway 14 to Detroit, Mich.; and from South Bend, Ind., over U.S. Highway 31 to Niles, Mich., thence over Michigan Highway 40 to junction U.S. Highway 12, thence over U.S. Highway 12 to Battle Creek, Mich., and thence over Michigan Highway 78 to Flint, Mich., and return over the same routes.

No. MC 52709 (Deviation No. 6), RINGSBY TRUCK LINES, INC., 3201 Ringsby Court, Denver 5, Colo., filed February 23, 1961. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over deviation routes as follows: From Denver, Colo., over U.S. Highway 85 via Las Vegas, N. Mex., to Albuquerque, N. Mex., thence over U.S. Highway 66 via Kingman, Ariz., to Barstow, Calif., and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that carrier is presently authorized to transport the same commodities over pertinent service routes as follows: From Los Angeles over U.S. Highway 66 to Barstow thence over U.S. Highway 91 to Spanish Fork, Utah, and thence over U.S. Highway 50 to Grand Junction, Colo.; from Colorado Springs, Colo., over U.S. Highway 24 to Grand Junction; from Denver, over U.S. Highway 6 to Dowd, Colo., and return over the same routes.

No. MC 70151 (Deviation No. 2), UNITED TRUCKING SERVICE, INCORPORATED, 3047 Lonyo Road, Detroit 9, Mich., filed February 17, 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 Napoleon, Ohio over Ohio Highway 108 to junction Ohio Highway 281 and thence over Ohio Highway 281 to Defiance, Ohio, and return over the same route for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities between Napoleon and Defiance, over U.S. Highway 24.

No. MC 71096 (Deviation No. 5), NORWALK TRUCK LINES, INC., 36 Woodlawn Avenue, Norwalk, Ohio, filed February 23, 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 Mansfield, Ohio, over Interstate Highway 71 to Cleveland, Ohio, and return over the same route for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: From Mansfield over U.S. Highway 42 to Lodi, Ohio, thence over U.S. Highway 224 to junction U.S. Highway

21, thence over U.S. Highway 21 to Cleveland, and return over the same route.

By the Commission.

[SEAL] HAROLD D. McCoy,
Secretary.

[F.R. Doc. 61-2240; Filed, Mar. 14, 1961;
8:47 a.m.]

[Notice No. 367]

MOTOR CARRIER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

MARCH 10, 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 (or 9:30 o'clock a.m., local daylight saving time, if that time is observed), unless otherwise specified.

APPLICATIONS ASSIGNED FOR ORAL HEARING OR PRE-HEARING CONFERENCE

MOTOR CARRIERS OF PROPERTY

No. MC 2202 (Sub No. 206), filed March 1, 1961. Applicant: ROADWAY EXPRESS, INC., 147 Park Street, Akron 9, 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, serving the new plant site of the American Greetings Corporation at Osceola, Ark., as an off-route point in connection with applicant's routes to and from Memphis, Tenn.

HEARING: April 18, 1961, at the Arkansas Commerce Commission, Justice Building, State Capitol, Little Rock, Ark., before Joint Board No. 215, or, if the Joint Board waives its right to participate, before Examiner Reece Harrison.

No. MC 2202 (Sub No. 207), filed March 7, 1961. Applicant: ROADWAY EXPRESS, INC., 147 Park Street, Akron 9, 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, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading; serving the plant and warehouse sites of the Mohawk Tire and Rubber Company at Helena and West Helena, Ark., as off-route points in connection with applicant's regular use of U.S.

Highway 61 between Memphis, Tenn., and Greenville, Miss.

HEARING: March 22, 1961, at the Claridge Hotel, Memphis, Tenn., before Joint Board No. 215, or, if the Joint Board waives its right to participate, before Examiner Edith H. Cockrill.

No. MC 19778 (Sub No. 40), filed December 8, 1960. Applicant: THE MILWAUKEE MOTOR TRANSPORTATION COMPANY, 516 West Jackson Boulevard, Chicago 6, Ill. Applicant's attorney: Robert F. Munsell (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Iron and steel articles, cement, building and construction materials, equipment and supplies used in dam construction*; from Chamberlain, Oacoma, and Reliance, S. Dak., to the Big Bend Dam construction site on the Missouri River at or near Fort Thompson, S. Dak. RESTRICTION: Service shall be limited to the transportation of shipments receiving an immediately prior or subsequent rail haul.

HEARING: May 18, 1961, at the South Dakota Public Utilities Commission, Pierre, S. Dak., before Joint Board No. 230.

No. MC 31600 (Sub No. 493), filed March 3, 1961. Applicant: P. B. MUTRIE MOTOR TRANSPORTATION, INC., Calvary Street, Waltham 54, Mass. Applicant's attorney: Harry C. Ames, Jr., 216 Transportation Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry commodities*, except cement, salt, sugar and flour, in bulk, in tank or hopper type vehicles, and *rejected shipments*, between Wallingford, Conn.; Bound Brook, Princeton, Warners, and Woodbridge, N.J.; Pearl River, N.Y.; Hamilton and Marietta, Ohio; Bridgeville and New Castle, Pa.; and Ports of Entry on the International Boundary Line, on the Detroit River and on the Niagara River, on the one hand, and, on the other, points in Connecticut, Delaware, Indiana, Illinois, Iowa, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, West Virginia, and the District of Columbia.

HEARING: April 7, 1961, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner J. Thomas Schneider.

No. MC 42487 (Sub No. 492) (AMENDMENT), filed December 19, 1960, published in FEDERAL REGISTER, issue December 29, 1960. Applicant: CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, 175 Linfield Drive, Menlo Park, Calif. Applicant's attorney: L. C. Major, Jr., 2001 Massachusetts Avenue NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *hydrazine and hydrazine mix*, in bulk, in shipper owned or carrier owned tank vehicles, (1) between Rocky Mountain Arsenal, near Denver, Colo., on the one hand, and, on the other, Martin Aircraft Plant near Waterton, Colo., and missile sites and installations in Arizona, Ar-

kansas, California, Colorado, Kansas, New York, and Tennessee; (2) between Lake Charles, La., and Baltimore, Md., on the one hand, and, on the other Rocky Mountain Arsenal, Colo.; Santa Susana, Calif., Denver, Colo., and the Martin Aircraft Plant near Waterton, Colo.; (3) between Saltville, Va., on the one hand, and, on the other, Nimbus and Santa Susana, Calif., Denver, Colo., Rocky Mountain Arsenal, Colo., and Martin Aircraft Plant near Waterton, Colo.

NOTE: The subject amendment broadens the scope of the authority sought. As originally filed the proposed operations involved the transportation of similar commodities from Rocky Mountain Arsenal, Colo., to the site of Martin Aircraft plant near Waterton, Colo.

HEARING: April 5, 1961, at the office of the Interstate Commerce Commission, Washington, D.C., before Examiner James C. Cheseldine.

No. MC 42487 (Sub No. 502), filed March 3, 1961. Applicant: CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, 175 Linfield Drive, Menlo Park, Calif. Applicant's attorney: William B. Adams, Pacific Building, Portland 4, Oreg. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Diatomaceous earth* (Dicalite) from the plant site of the Great Lakes Carbon Corporation at Basalt, Nev., to Mina, Nev.

HEARING: April 24, 1961, at the Nevada Public Service Commission, Room 204, State Office Building, East Musser Street, Carson City, Nev., before Joint Board No. 128, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 48388 (Sub No. 41) (REPUBLICATION, AS AMENDED), filed December 9, 1960, published in the FEDERAL REGISTER issue of December 29, 1960. Applicant: J. E. FALTIN MOTOR TRANSPORTATION, INC., 515 South Willow Street, Manchester, N.H. Applicant's attorney: Clarence D. Todd, 1825 Jefferson Place NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Printed matter* (books, catalogues, magazines, periodicals, printed sheets, and printing paper); and *type*; between the plant site of Blanchard Press, Inc., in Hempstead, Long Island, N.Y., and Concord, N.H.

HEARING: May 11, 1961, at the New Hampshire Public Service Commission, Concord, N.H., before Examiner J. Thomas Schneider.

No. MC 52458 (Sub No. 155), filed February 27, 1961. Applicant: T. I. McCORMACK TRUCKING CO., INC., U.S. Route 9 at Green Street, Woodbridge, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid chemicals*, in bulk, in tank vehicles, from Millsdale, Ill., to points in Connecticut, Indiana, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, South Carolina, Texas, and West Virginia, and *rejected shipments*, on return.

HEARING: March 28, 1961, at the Midland Hotel, Chicago, Ill., before Examiner A. Lane Cricher.

No. MC 52709 (Sub No. 125) (AMENDMENT), filed February 8, 1961, published FEDERAL REGISTER, issue February 22, 1961. Applicant: RINGSBY TRUCK LINES, INC., 3201 Ringsby Court, Denver 5, Colo. Applicant's attorney: Eugene St. M. Hamilton, 3201 Ringsby Court, Denver 5, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Brandy*, in bulk, in tank vehicles, between points in California, on the one hand, and, on the other, points in Wisconsin and Minnesota; (2) *Grape flavoring materials*, non-potable, not over 21 percent alcohol by volume, between points in California, on the one hand, and, on the other, Atlanta, Ga.

NOTE: The purpose of this republication is to delete various portions of the previous publication.

HEARING: Remains as assigned, April 10, 1961, at the New Mint Building, 133 Hermann Street, San Francisco, Calif., before Examiner F. Roy Linn.

No. MC 59759 (Sub No. 16), filed February 16, 1961. Applicant: JONES TRUCKING CO., a corporation, 500 West Edgar Road, Linden, N.J. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Such merchandise* as is dealt in by wholesale, retail and chain grocery and food business houses, and in connection therewith, *equipment, materials*, and *supplies* used in the conduct of such business, between Linden, N.J., on the one hand, and, on the other, points in Albany, Rensselaer, Schenectady, Ulster, Greene, Sullivan, Delaware, Orange, and Rockland Counties, N.Y.

NOTE: Applicant states the proposed operations will be under a continuing contract with Food Fair Stores, and applicant presently holds a portion of the authority sought herein and no duplicating authority is sought.

HEARING: April 26, 1961, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner J. Thomas Schneider.

No. MC 67270 (Sub No. 4), filed February 3, 1961. Applicant: GLEASON BROS., INC., 7 Pearl Street, Northampton, Mass. Applicant's representative: William D. Traub, 350 Fifth Avenue, New York, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Submarine periscopes* requiring special handling, and *component parts* of submarine periscopes, between Northampton, Mass., on the one hand, and, on the other, Charleston, S.C., and Boston, Mass.

HEARING: May 2, 1961, at the Bond Hotel, Hartford, Conn., before Examiner J. Thomas Schneider.

No. MC 87511 (Sub No. 7), filed January 16, 1961. Applicant: SAIA MOTOR FREIGHT LINE, INC., 900 Magnolia Avenue, Houma, La. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transport-

ing: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities requiring special equipment, and those injurious or contaminating to other lading; (1) between Thibodaux, La., and Baton Rouge, La.; from Thibodaux over Louisiana Highway 1 using bridge across Mississippi River to Baton Rouge, and return over the same route. (2) Between New Iberia, La., and Opelousas, La.; from New Iberia to Opelousas over Louisiana Highway 31, and return over the same route. (3) Between Abbeville, La., and Opelousas, La.; from Abbeville over U.S. Highway 167 to Opelousas, La., and return over the same route. (4) Between New Iberia, La., and Jennings, La., from New Iberia over Louisiana Highway 14 to Lake Arthur, La., thence over Louisiana Highway 26 from Lake Arthur to Jennings and return over the same route. (5) Between Kaplan, La., and Louisiana-Texas State line; from Kaplan over Louisiana Highways 35, 82, and 27 through Pecan Island, Creole, and Cameron, La., to Sabine Lake on State line and return over the same route. (6) Between Creole, La., and Lake Charles, La.; from Creole over Louisiana Highways 27 and 14 to Lake Charles, La., and return over the same route. (7) Between Holly Beach, La., and Sulphur, La.; from Holly Beach over Louisiana Highway 27 through Hackberry, La., to Sulphur and return over the same route. (8) Between Rayne, La., and Lawtell, La.; from Rayne over Louisiana Highway 35 through Church Point, La., to Lawtell and return over the same route. (9) Between Kinder, La., and junction of U.S. Highway 165 with U.S. Highway 90; from Kinder over U.S. Highway 165 to its junction with U.S. Highway 90, near Iowa, La., and return over the same route. (10) Between Crowley, La., and Eunice, La.; from Crowley over Louisiana Highway 13 to Eunice and return over the same route. (11) Between Brannon, La., and Avery Island, La.; from Brannon over Louisiana Highway 329 to Avery Island and return over the same route. (12) Between Brannon, La., and Louisa, La.; from Brannon over Louisiana Highways 85 and 83 to Louisa, including service to Weeks, La., and return over the same route. (13) Between Baldwin, La., and end of Louisiana Highway 319 past Louisa, La.; from Baldwin over Louisiana Highways 83 and 319 to end of road past Louisa and return over the same route. (14) Between Slidell, La., and Kinder, La.; from Slidell to Kinder over U.S. Highway 190 and return over the same route. (15) Between New Orleans, La., and Louisiana-Mississippi State line; from New Orleans over U.S. Highway 61 to Laplace, La., thence over U.S. Highway 51 to the Louisiana-Mississippi State line and return over the same route. (16) Between Mandeville, La., and Ponchatoula, La.; from Mandeville over Louisiana Highway 22 to Ponchatoula and return over the same route. (17) Between Denham Springs, La., and Amite, La.; from Denham Springs over Louisiana Highways 16 and 23 to Amite, La., and return over the same route.

(18) Between Kentwood, La., and Easleyville, La. (also known as Liverpool); from Kentwood over Louisiana Highways 38 and 43 to Easleyville or Liverpool and return over the same route. (19) Between Golden Meadow, La., and Grand Island, La.; from Golden Meadow over Louisiana Highway 1 to Grand Island and return over the same route. (20) Between Houma, La., and end of Louisiana Highway 315 through Theriot, La.; from Houma over Louisiana Highway 315 through Theriot, La., to end of U.S. Highway 315 and return over the same route. (21) Between Houma, La., and junction of Louisiana Highways 57 and 56 through Dulac, La.; from Houma over Louisiana Highway 57 through Dulac, La., to junction of Louisiana Highway 57 with Louisiana Highway 56 and return over the same route. (22) Between Houma, La., and Cocodrie, La.; from Houma over Louisiana Highway 56 to Cocodrie and return over the same route. (23) Between Bourg, La., and end of Louisiana Highway 665 through Montegut, La.; from Bourg over Louisiana Highway 665 to its termination past Montegut, La. and return over the same route. (24) Between Lafayette, La., and Houston, Tex.; from Lafayette over U.S. Highway 90 to Houston, Tex., and return over the same route. (25) Between New Orleans, La., and Slidell, La.; from New Orleans over U.S. Highways 90 and 190 to Slidell and return over the same route. (26) Between New Orleans, La., and Baton Rouge, La.; from New Orleans over U.S. Highway 61 to Baton Rouge and return over the same route.

NOTE: Applicant proposes to serve all intermediate and off-route points within a radius of 5 miles of above said highways.

(27) From New Orleans, La., to U.S. Highway 190 near Covington, La.; from New Orleans over Lake Ponchartrain Toll Causeway to its junction with U.S. Highway 190 and return over the same route, serving no intermediate points.

HEARING: April 17, 1961, at the Louisiana Public Service Commission, Baton Rouge, La., before Joint Board No. 32.

No. MC 101075 (Sub No. 64), filed March 2, 1961. Applicant: TRANSPORT, INC., P.O. Box 396, 1215 Center Avenue, Moorhead, Minn. Applicant's attorney: Val M. Higgins, 1000—First National Bank Building, Minneapolis 2, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cement and lime*, in bulk, in straight or mixed shipments, from Duluth, Minn., and Superior, Wis., to points in South Dakota, North Dakota, Minnesota, Wisconsin, Iowa, and the Upper Peninsula of Michigan; (2) *Cement and lime*, in bags or in packages, in straight or mixed shipments, palletized or unpalletized, from Duluth, Minn., and Superior, Wis., to points in Minnesota, North Dakota, South Dakota, Wisconsin, Iowa, and the Upper Peninsula of Michigan; and (3) *Mixed shipments* of items in (1) and (2) above, from Duluth, Minn., and Superior, Wis., to points in Minnesota, North Dakota, South Dakota, Wisconsin, Iowa, and the Upper Peninsula of Michigan;

and (4) *Pallets*, used in connection with the outbound transportation in (2) and (3) above, from points in Minnesota, North Dakota, South Dakota, Wisconsin, Iowa, and the Upper Peninsula of Michigan, to Duluth, Minn., and Superior, Wis., and *rejected shipments*, of the above-specified commodities, on return.

HEARING: April 5, 1961, in Room 926, Metropolitan Building, Second Avenue, South and Third, Minneapolis, Minn., before Examiner Dallas B. Russell.

No. MC 106456 (Sub No. 32), filed March 6, 1961. Applicant: SUPER SERVICE MOTOR FREIGHT COMPANY, INC., Box 180, Nashville, Tenn. Applicant's attorney: J. R. BROWDER, Fessler Lane, Nashville, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, except those of unusual value, household goods as defined by the Commission, and those requiring special equipment, serving the site of the Melton Hill Dam, and points within five (5) miles thereof, located on the Clinch River approximately 4½ miles from the Loudon County Junction of U.S. Highways 70 and 11, southwest of Knoxville, Tenn., as off-route points in connection with applicant's regular operations between Knoxville, and Nashville, Tenn.

HEARING: March 24, 1961, in Room 404, Federal Office Building, 701 Broadway, Nashville, Tenn., before Joint Board No. 107, or, if the Joint Board waives its right to participate, before Examiner Maurice S. Bush.

No. MC 107403 (Sub No. 328), filed February 23, 1961. Applicant: E. BROOKE MATLACK, INC., 33d and Arch Streets, Philadelphia 4, Pa. Applicant's attorney: Shertz, Barnes, and Shertz, Suite 601, 226 South 16th Street, Philadelphia 2, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry commodities* (excluding Portland and Masonry cement), in bulk, in special equipment (except in dump trucks), from Cheshire, Mass., Manumuskin, Penbryn, Williamstown Junction, N.J., McConnelville, N.Y., Oak Hill, Ohio, Honey Brook, Pittsburgh, Spring City, Pa., to points in Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia.

HEARING: April 19, 1961, at the Offices of the Interstate Commerce Commission, Washington D.C., before Examiner Francis A. Welch.

No. MC 111812 (Sub No. 123), filed February 27, 1961. Applicant: MIDWEST COAST TRANSPORT, INC., P.O. Box 747, Wilson Terminal Building, Sioux Falls, S. Dak. Applicant's attorney: Donald L. Stern, 924 City National Bank Building, Omaha 2, Nebr. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat by-products*, from Ogden, Utah, to points in Illinois, Indiana, Ohio, Michigan, Pennsylvania, West Virginia, Virginia, Maryland, Delaware, New Jersey, New York, Connec-

ticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine, and the District of Columbia, the *hooks and racks* (the property of the shipper) and *other commodities as presently authorized*, on return.

HEARING: April 21, 1961, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner David Waters.

No. MC 115022 (Sub No. 5), filed February 15, 1961. Applicant: CHAMERLAIN MOBILEHOME TRANSPORT, INC., 64 East Main Street, Thomaston, Conn. Applicant's attorney: Reubin Kaminsky, Suite 223, 410 Asylum Street, Hartford, Conn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers*, house and camp, designed to be drawn by passenger cars, by truck-away method, in initial movements, from Wells, Maine, to all points in the United States, including Alaska, but excluding Hawaii, and *refused, damaged, or rejected shipments*, on return.

HEARING: May 2, 1961, at the Bond Hotel, Hartford, Conn., before Examiner J. Thomas Schneider.

No. MC 115841 (Sub No. 79), filed February 20, 1961. Applicant: COLONIAL REFRIGERATED TRANSPORTATION, INC., 1215 Bankhead Highway, West, P.O. Box 2169, Birmingham, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*, in vehicles equipped with mechanical refrigeration; from points in Tennessee west of the Tennessee River, to points in Alabama, Arkansas, Delaware, Florida, Georgia, Iowa, Louisiana, Maryland, Mississippi, Missouri, North Carolina, Oklahoma, South Carolina, Texas, Virginia, West Virginia, the District of Columbia, and those points in Kansas and Nebraska on and east of U.S. Highway 81.

HEARING: April 18, 1961, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Samuel C. Shoup.

No. MC 116609 (Sub No. 1), February 20, 1961. Applicant: ERNEST TRENTNER, JR., 37 D Street, Keyser, W. Va. Applicant's representative: Peter J. Decker, 917 Grand Avenue, Cumberland, Md. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Malt beverages*, from Baltimore, Md., to Keyser, W. Va., and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified above, on return.

HEARING: April 17, 1961, in Room 709, U.S. Appraisers' Stores Building, Gay and Lombard Streets, Baltimore, Md., before Joint Board No. 63, or, if the Joint Board waives its right to participate, before Examiner Gordon M. Callow.

No. MC 117036 (Sub No. 3), filed February 24, 1961. Applicant: HAROLD M. KELLY, 4325 West Market Street, York, Pa. Applicant's attorney: Andrew Wilson Green, 222 North Third Street, Harrisburg, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes,

transporting: *Brick and other clay products* (except refractory brick and refractory products, from points in Beaver, Luzerne, and Centre Counties, Pa., to points in New York, New Jersey, Connecticut, Massachusetts, and Rhode Island, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified above, on return.

HEARING: April 27, 1961, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner J. Thomas Schneider.

No. MC 117036 (Sub No. 4), filed February 24, 1961. Applicant: HAROLD M. KELLY, 4325 West Market Street, York, Pa. Applicant's attorney: Andrew Wilson Green, 222 North Third Street, Harrisburg, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Brick and clay products* (except refractory brick and refractory products), from points in Oxford Township, Adams County, Pa., to New York City, N.Y., and points in New Jersey on and north of New Jersey Highway 33, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified above, on return.

HEARING: April 27, 1961, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner J. Thomas Schneider.

No. MC 117036 (Sub No. 5), filed February 24, 1961. Applicant: HAROLD M. KELLY, 4325 West Market Street, York, Pa. Applicant's attorney: Andrew Wilson Green, 222 North Third Street, Harrisburg, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Brick and other clay products* (except refractory brick and refractory products), from points in Lancaster County, Pa., to points in New York, New Jersey, Connecticut, Massachusetts, Maryland, Delaware, and the District of Columbia and Rhode Island, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified above, on return.

HEARING: April 27, 1961, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner J. Thomas Schneider.

No. MC 117036 (Sub No. 6), filed February 24, 1961. Applicant: HAROLD M. KELLY, 4325 West Market Street, York, Pa. Applicant's attorney: Andrew Wilson Green, 222 North Third Street, Harrisburg, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Brick and other clay products* (except refractory brick and refractory products), from points in Ohio, Virginia, Maryland, and the District of Columbia, to points in Pennsylvania, east of U.S. Highway 11, and points in New York, east of New York Highway 12, and points in New Jersey, Connecticut, Massachusetts, and Rhode Island, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified above, on return.

HEARING: April 27, 1961, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner J. Thomas Schneider.

No. MC 117610 (Sub No. 5), filed February 27, 1961. Applicant: DERRICO COMPANY, INC., 907 East 141st Street, Bronx, N.Y. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Pulpboard*, from Whippany, N.J., to Syosset, Long Island, N.Y., and *skids, pallets and chocks* (used in transporting pulpboard), on return.

HEARING: April 26, 1961, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner J. Thomas Schneider.

No. MC 117972 (Sub No. 2), filed February 16, 1961. Applicant: GROWERS COLD STORAGE CO., INC., Waterport, N.Y. Applicant's representative: Floyd B. Piper, Crosby Building, Franklin Street at Mohawk, Buffalo 2, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*, between points in that portion of New York lying on and west of a line beginning at the New York-Pennsylvania State line and extending over U.S. Highway 11 to junction New York Highway 57 at Syracuse, N.Y., and thence over New York Highway 57 to Oswego, N.Y., on the one hand, and, on the other, Manchester, N.H., and points in Massachusetts except those in the Boston, Mass., Commercial Zone.

HEARING: May 5, 1961, at the New Post Office and Court House Building, Boston, Mass., before Joint Board No. 327, or, if the Joint Board waives its right to participate, before Examiner J. Thomas Schneider.

No. MC 119164 (Sub No. 7), filed March 2, 1961. Applicant: J-E-M TRANSPORTATION CO., INC., P.O. Box 444, Middletown, N.Y. Applicant's representative: Charles H. Trayford, 220 East 42d Street, New York 17, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Synthetic resin* and/or *plastic materials* (other than cellular expanded) in powdered granules, pellets, blocks, lumps, or solid mass, in bulk, from points in Massachusetts, New Jersey, and Pennsylvania, to Brooklyn, N.Y., and South Plainfield, N.J., and *returned, refused, or rejected material* of the above-specified commodities, on return, restricted to transportation in bulk trailers with mechanical or blower discharge equipment, or hopper-type vehicles.

HEARING: May 1, 1961, at the U.S. Army Reserve Building, 30 West 44th Street, New York, N.Y., before Examiner J. Thomas Schneider.

No. MC 119415 (Sub No. 2), filed December 19, 1960. Applicant: RICHARD STEVENS AND CORA STEVENS, doing business as R. E. STEVENS or GREEN ACRES MOBILE HOME COMMUNITY, 41 McKee Drive, Concord, N.H. Applicant's attorney: Andre J. Barbeau, 12 Paris Terrace, Manchester, N.H. Authority sought to operate as a *common*

carrier, by motor vehicle, over irregular routes, transporting: *Boats*, not exceeding 35 feet in length, with or without equipment and accessories therefor, from Epsom and Suncook, N.H., to points in the United States on and east of the Mississippi River, and *refused, rejected, trade-in, damaged, or repossessed boats* as described above, on return movements.

HEARING: May 12, 1961, at the New Hampshire Public Service Commission, Concord, N.H., before Examiner J. Thomas Schneider.

No. MC 119592 (Sub No. 2), filed May 12, 1960. Applicant: TRANSCONTINENTAL BUS SYSTEM, INC., doing business as CONTINENTAL TRAILWAYS, 315 Continental Avenue, Dallas, Tex. Applicant's attorney: Warren A. Goff (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *Express*, in pup semi-trailers, in conjunction with passenger carrying vehicles, between Joplin, Mo., and Harrison, Ark., from Joplin over U.S. Highway 166 to Sarcoxie, Mo., thence over Missouri Highway 37 via Monett, Mo., to the Missouri-Arkansas State line, thence over Arkansas Highway 47 to Gateway, Ark., thence over U.S. Highway 62 to junction U.S. Highway 65, thence over U.S. Highway 65 to Harrison, and return over the same route, serving all intermediate points.

NOTE: Common control may be involved.

HEARING: April 10, 1961, at the Justice Building, Little Rock, Ark., before Joint Board No. 91.

No. MC 119643 (Sub No. 1), filed February 24, 1961. Applicant: RUSSELL BEVERLEY TRUCKING COMPANY, INCORPORATED, P.O. Box 8811, Richmond, Va. 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: (1) *Malt beverages and malt beverage containers*, from Baltimore, Md., to Fredericksburg, Va., and points within (10) miles of Fredericksburg; and (2) *empty malt beverage containers*, from Fredericksburg, Va., and points within ten (10) miles of Fredericksburg, to Baltimore, Md.

HEARING: April 20, 1961, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Joint Board No. 68.

No. MC 119794 (Sub No. 2), filed February 17, 1961. Applicant: JOE WARREN AND MERRICK WARREN, doing business as WARREN BROTHERS, R.D. No. 3, Center Road Station, Linesville, Pa. 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: (1) *Folding chairs*, from Conneautville, Pa., to points in Connecticut, Delaware, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Maine, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia; (2)

Adjustable metal posts, from Linesville, Pa., to points in Connecticut, Delaware, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Maine, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia; and (3) *Damaged folding chairs and adjustable metal posts, and empty containers or other such incidental facilities* (not specified) used in transporting the above-described commodities, from the above-specified destination points to the respective origin points.

NOTE: Applicants now have authority to transport Folding Chairs from Conneautville, Pa., to Baltimore, Md., Detroit, Mich., St. Louis, Mo., Jersey City, N.J., New York, N.Y., Columbus, Ohio, Philadelphia, Pa., and Washington, D.C.; applicants state they desire only one authority and to eliminate all duplications.

HEARING: April 19, 1961, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Warren C. White.

No. MC 119840 (Sub No. 1), filed August 22, 1960. Applicant: CONTINENTAL SOUTHERN LINES, INC., 425 Bolton Avenue, P.O. Box 4407, Alexandria, La. Applicant's attorney: Warren A. Goff, Asst. General Counsel, Transcontinental Bus System, 315 Continental Avenue, Dallas 7, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Express*, in pup semi-trailers, in conjunction with passenger carrying vehicles, (1) between Cape Girardeau, Mo., and St. Louis, Mo., from Cape Girardeau, Mo., over Illinois Highway 146 to junction Illinois Highway 3, thence over Illinois Highway 3, via Chester and Red Bud, to East St. Louis, Ill., thence over Eads Bridge to St. Louis, Mo., and return over the same route, serving all intermediate points. (2) Between Red Bud, Ill., and St. Louis, Mo., from Red Bud over Illinois Highway 159 to junction Illinois Highway 161 in or near Belleville, thence over Illinois Highway 161 to junction Illinois Highway 13, thence over Illinois Highway 13 to East St. Louis, Ill., thence over Eads Bridge to St. Louis, Mo., and return over the same route, serving all intermediate points.

NOTE: Applicant states it is a wholly-owned subsidiary of the Transcontinental Bus System, Inc. Common control may be involved. Applicant is authorized to transport passengers and their baggage, express and newspapers, in the same vehicle with passengers, in Certificate No. MC 29957 and Subs thereunder.

HEARING: April 18, 1961, at the Mark Twain Hotel, St. Louis, Mo., before Joint Board No. 135.

No. MC 119840 (Sub No. 2), filed September 26, 1960. Applicant: CONTINENTAL SOUTHERN LINES, INC., 425 Bolton Avenue, Alexandria, La. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Express in pup semitrailers in conjunction with passenger carrying vehicles* over the follow-

ing route: Between Memphis, Tenn., and Jackson, Miss., from Memphis over U.S. Highway 51 to Jackson; also from Memphis over Interstate Highway 255 to junction Interstate Highway 55, thence over Interstate Highway 55 to junction U.S. Highway 51, near Rodgeland, Miss., thence over U.S. Highway 51 to Jackson; also from Memphis over Interstate Highway 255 to junction Interstate Highway 55, thence over Interstate Highway 55 to junction Interstate Highway 20, near Jackson, and from junction Interstate Highways 55 and A20, near Rodgeland, Miss., over Interstate Highway A20 to junction Interstate Highway 20, near Jackson, serving Mississippi points on U.S. Highway 51 from Interstate Highway 55, from traffic interchanges on Interstate Highway 55 as follows: Over county road to Hernando and return; over Mississippi Highway 306 and county road to Coldwater and return; over Mississippi Highway 4 to Senatobia and return; over Mississippi Highway 310 to Como and return; over Mississippi Highway 315 to Sardis and return; over Mississippi Highway 6 to Batesville and return; over Mississippi Highway 7 to Grenada and return; over U.S. Highway 82 to Winona and return; over Mississippi Highway 35 to Vaiden and return; over Mississippi Highway 12 to Durant and return; over Mississippi Highway 432 to Pickens and return; over Mississippi Highway 22 to Canton and return; and serving all intermediate points.

HEARING: May 8, 1961, at the Claridge Hotel, Memphis, Tenn., before Joint Board No. 229.

No. MC 123283 (CORRECTION), filed December 13, 1960, published in the FEDERAL REGISTER issue of March 1, 1961. Applicant: FORD BASEL, doing business as CITY BEVERAGES, Kent, Wash. Applicant's representative: Joseph O. Earp, 1912 Smith Tower, Seattle 4, Wash. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Dairy feed supplements*, in bags, from Auburn, Wash., to points in California, and *malt beverages*, which he owns, on return.

NOTE: The purpose of this republication is to show that the transportation of the malt beverages on return are those owned by the applicant.

HEARING: Remains as assigned May 9, 1961, at the Federal Office Building, Seattle, Wash., before Joint Board No. 5, or, if the Joint Board waives its right to participate, before Examiner Alton R. Smith.

No. MC 123291 (Sub No. 1), filed December 19, 1960. Applicant: FRED BAUMEISTER, Lemmon, S. Dak. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Coal*, from points in Adams, Grant, and Hettinger Counties, N. Dak., to points in Perkins County, S. Dak.

HEARING: May 17, 1961, at the South Dakota Public Utilities Commission, Pierre, S. Dak., before Joint Board No. 158.

No. MC 123452, filed February 21, 1961. Applicant: ALBERT SCHMIDT, doing business as AL'S TOWING SERVICE,

General Delivery, Florin, Calif. Applicant's attorneys: Lally and O'Leary, 4004 Stockton Boulevard, Sacramento 20, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *House trailers*, (1) between Los Angeles, Calif., on the one hand, and, on the other, points in Washington, Oregon, Nevada, Idaho, Montana, Wyoming, Colorado, Arizona, Utah, and New Mexico, and (2) between points in California, Washington, Oregon, Nevada, Idaho, Montana, Wyoming, Colorado, Arizona, Utah, and New Mexico.

HEARING: May 22, 1961, at the New Mint Building, 133 Hermann Street, San Francisco, Calif., before Examiner Alton R. Smith.

MOTOR CARRIERS OF PASSENGERS

No. MC 3647 (Sub No. 302), filed February 21, 1961. Applicant: PUBLIC SERVICE COORDINATED TRANSPORT, a corporation, 180 Boyden Avenue, Maplewood, N.J. Applicant's attorney: Richard Fryling, Law Department (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in special operations, in round-trip sightseeing and pleasure tours, beginning and ending at Paterson, Clifton, and Passaic, N.J., and extending to points in Philadelphia, Pa.

HEARING: April 24, 1961, in Room 212, State Office Building, 1100 Raymond Boulevard, Newark, N.J., before Joint Board No. 67.

No. MC 3647 (Sub No. 303), filed March 1, 1961. Applicant: PUBLIC SERVICE COORDINATED TRANSPORT, a corporation, 180 Boyden Avenue, Maplewood, N.J. Applicant's attorney: Richard Fryling (same address as applicant). 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, (1) between Manville, N.J., and New Hope, Pa.; from Manville over Dukes Parkway to U.S. Highway 206, thence over U.S. Highway 206 to Somerville, N.J., thence over city streets to junction U.S. Highway 202, thence over U.S. Highway 202 to New Hope, Pa., and return over the same route, serving all intermediate points, including Flemington, N.J., (2) From junction U.S. Highways 202 and 22 at Somerville, N.J., over U.S. Highway 22 to junction U.S. Highway 1 at Newark, N.J., and return over the same route, serving no intermediate points, as an alternate route for operating convenience only.

HEARING: April 27, 1961, at the State Office Building, Room 212, 1100 Raymond Boulevard, Newark 2, N.J., before Joint Board No. 67.

APPLICATIONS IN WHICH HANDLING WITHOUT ORAL HEARING IS REQUESTED

MOTOR CARRIERS OF PROPERTY

No. MC 3009 (Sub No. 35), filed February 23, 1961. Applicant: WEST BROTHERS, INC., 706 East Pine Street, Hattiesburg, Miss. Authority sought to

operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods, commodities in bulk, and those requiring special equipment, between McLain, Miss., and Fontainebleau, Miss., over Mississippi Highway 57, serving all intermediate points, and points within five (5) miles of Vancleave, Miss., as off-route points.

No. MC 66562 (Sub No. 1784), filed February 28, 1961. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorney: William H. Marx (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, moving in express service, between Norwalk, Ohio, and Willard, Ohio; from Norwalk over Ohio Highway 61 to junction with Ohio Highway 162, thence over Ohio Highway 162 to junction with Ohio Highway 99, thence over Ohio Highway 99 to Willard, Ohio, and return over the same route, serving no intermediate points. **RESTRICTION:** The service to be performed will be limited to that which is auxiliary to or supplemental of express service, and the shipments transported by applicant will be limited to those moving on a through bill of lading or express receipt.

NOTE: Applicant states the proposed route will be an extension of applicant's existing authorized operation between Toledo and Norwalk, Ohio, under Certificate MC 66562 Sub No. 999.

No. MC 66562 (Sub No. 1786), filed March 3, 1961. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorney: William H. Marx (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, moving in express service, between Huntingburg, Ind., and Belleville, Ill.; from Huntingburg over U.S. Highway 231 to junction with U.S. Highway 460, thence over U.S. Highway 460 to Evansville, Ind., thence over Indiana Highway 62 to Mt. Vernon, Ind., thence over Indiana Highway 69 to junction U.S. Highway 460, thence over U.S. Highway 460 to junction Illinois Highway 15 near Addieville, Ill., and thence over Illinois Highway 15 to Belleville, Ill., and return over the same routes, serving the intermediate points of Dale, Boonville, Evansville, and Mt. Vernon, Ind., and Carmi, McLeansboro, Nashville, and Mascoutah, Ill. **RESTRICTION:** The service to be performed will be limited to that which is auxiliary to or supplemental of express service, and the shipments transported by applicant will be limited to those moving on a through bill of lading or express receipt.

NOTE: Applicant states the proposed service will be an extension of its presently authorized operations in MC 66562 Subs 1170, 1179, and 1225.

No. MC 68898 (Sub No. 5), filed February 27, 1961. Applicant: RAYMOND L. GEISELMAN AND DEAN R. GEISELMAN, doing business as HANOVER

TRANSFER COMPANY, 409 East Hanover Street, Hanover, Pa. Applicant's attorney: Edwin A. Gehring, 733 Title Building, Baltimore 2, Md. 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, serving Joppa, Md., as an off-route point in connection with applicant's authorized regular route operations in MC 68898, in interchange only with other motor carriers.

Note: Applicants state the purpose of this application is to enable them to continue their long established practice of interlining with Quinn Freight Lines, Inc., which has moved to a new terminal located approximately five (5) miles beyond the Baltimore, Md., Commercial Zone on U.S. Highway 40 at or near Joppa, Md. Heretofore Quinn Freight Lines, Inc., maintained a terminal within said Commercial Zone at Golden Ring, Md.

No. MC 76993 (Sub No. 22), filed March 2, 1961. Applicant: EXPRESS FREIGHT LINES, INC., 4600 West Burnham Street, Milwaukee 46, Wis. Applicant's representative: W. C. Mellender (same address as applicant). 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 Detroit, Mich., and Milwaukee, Wis.; from Detroit over Interstate Highway 94 to Milwaukee, and return over the same route, serving no intermediate points, as an alternate route for operating convenience only.

No. MC 111159 (Sub No. 122), filed March 6, 1961. Applicant: MILLER TRANSPORTERS, LTD., P.O. Box 1123, Highway 80 West, Jackson, Miss. Applicant's attorney: Phineas Stevens, Suite 700, Petroleum Building, P.O. Box 141, Jackson, Miss. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Nitroethane*, in bulk, in tank vehicles, from Sterlington, La., to Indian Head, Md.

No. MC 117344 (Sub No. 66), filed February 28, 1961. Applicant: THE MAXWELL CO., a corporation, 10380 Evendale Drive, P.O. Box 37, Cincinnati 15, Ohio. Applicant's attorney: Herbert Baker, 50 West Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common or contract carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, from Cincinnati, Ohio, to points in Tennessee.

NOTE: A proceeding has been instituted under section 212(c) in MC 50404 (Sub No. 87) to determine whether applicant's status is that of a common or contract carrier. Section 210 (dual authority) may be involved.

No. MC 119849 (Sub No. 1), filed March 2, 1961. Applicant: DYE TRUCKING COMPANY, a Texas Corporation, 123 Commerce Street, P.O. Box

5688, Dallas, Tex. Applicant's attorney: Austin L. Hatchell, Suite 1009, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Gravel, sand, rock, shell, ore, dirt, flexible base, ready mix asphalt, rip-rap, aggregate, bulk cement mixed with sand, gravel and crushed limestone* (Batch) in bulk, in dump vehicles, between points in Archer, Baylor, Clay, Collin, Cooke, Denton, Foard, Grayson, Hardeman, Jack, Montague, Wichita, Wilbarger, and Wise Counties, Tex., on the one hand, and, on the other, points in Atoka County, Okla.

No. MC 123485, filed March 6, 1961. Applicant: H. LAVERNE RICE, R.D. No. 1, Harmony, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Racing pigeons*; from points in Beaver, Butler, and Lawrence Counties, Pa., to points in Jefferson, Carroll, Coshocton, and Greene Counties, Ohio, and empty containers or other such incidental facilities, used in transporting the above-described commodity, on return.

MOTOR CARRIER OF PASSENGERS

No. MC 123488, filed March 6, 1961. Applicant: AUTOBUS FOURIER, LIMITED, 160 St-Sacrement Avenue Quebec, Province of Quebec, Canada. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in charter operations, beginning and ending at Ports of Entry on the International Boundary line between the United States and Canada, and extending to points in the United States except Alaska and Hawaii.

APPLICATIONS FOR CERTIFICATES OR PERMITS WHICH ARE TO BE PROCESSED CONCURRENTLY WITH APPLICATIONS UNDER SECTION 5 GOVERNED BY SPECIAL RULE 1.240 TO THE EXTENT APPLICABLE

No. MC 29120 (Sub No. 59), filed March 1, 1961. Applicant: WILSON STORAGE AND TRANSFER CO., a corporation, 1500 I Avenue, Sioux Falls, S. Dak. Applicant's attorney: R. G. May, Security Bank Building, Sioux Falls, S. Dak. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except liquid commodities, in bulk, in tank vehicles, between Moberidge, S. Dak., and Marmarth, N. Dak.; from Moberidge over U.S. Highway 12 to Marmarth, N. Dak., and return over the same route, serving all intermediate points and the off-route point of Haynes, N. Dak. RESTRICTION: The service to be performed by said carrier shall be limited to service which is auxiliary to, or supplemental of, rail service of the Chicago, Milwaukee, St. Paul and Pacific Railroad, and traffic will consist of railway mail, express for Railway Express Agency, Inc., milk and cream, empty milk and cream cans, newspapers and baggage.

NOTE: (1) Applicant states this application is being filed simultaneously with, and as a companion application to, an application on form BMC 44, wherein Wilson Storage and Transfer Co. is seeking authority

to transfer to Barber Transportation its authority in Route 20 of MC 29120 between Moberidge, S. Dak., and Marmarth, N. Dak., the purpose of this application being for authority to continue the movement of above commodities for the Railroad Company between Aberdeen, S. Dak., and Marmarth, N. Dak., which request is agreeable to Barber Transportation Company. (2) This application is directly related to MC-F-7805.

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 7674 (PUGET SOUND TRUCK LINES, INC.—PURCHASE (PORTION)—H. A. SCHARFF), published in the October 12, 1960, issue of the FEDERAL REGISTER on page 9797. Supplement filed March 6, 1961, to show joinder of C. H. CARLANDER, H. E. LOVEJOY, J. KNOX WOODRUFF, JEAN LOVEJOY, and L. S. CARLANDER, all of Pier 62, Seattle, Wash., G. W. FOSS, 705 Dock Street, Tacoma, Wash. (PEOPLES NATIONAL BANK OF WASHINGTON IN SEATTLE, H. E. LOVEJOY, and JEAN LOVEJOY, CO-EXECUTORS OF THE ESTATE OF EDITH R. LOVEJOY), as the persons to acquire indirect control, through majority stock ownership of PUGET SOUND FREIGHT LINES.

No. MC-F 7761. (MOTORWAY CORPORATION — PURCHASE — BOWEN TRUCKING, INC.), published in the January 11, 1961, issue of the FEDERAL REGISTER on page 212. Supplement filed March 1, 1961, to show joinder of JAMES N. TAGGART and HAROLD M. FITKIN, both of 131 Matzinger Road, Toledo, Ohio, as the persons controlling vendee.

No. MC-F 7770. (AERO TRUCKING, INC.—CONTROL AND MERGER—IDEAL TRUCKING, INC.), published in the January 25, 1961, issue of the FEDERAL REGISTER on page 773. Application filed March 6, 1961, for temporary authority under section 210a(b).

No. MC-F 7804. (STEEER TANK LINES, INC.—PURCHASE (PORTION)—C & R TRANSPORT CO., INC.), published in the March 9, 1961, issue of the FEDERAL REGISTER on page 2074. Application filed March 6, 1961, for temporary authority under section 210a(b).

No. MC-F 7809. Authority sought for control and merger by MURPHY MOTOR FREIGHT LINES, INC., 965 Eustis Street, St. Paul 14, Minn., of the operating rights and property of G. & P. TRANSPORTATION CO., INC., and ROADWAY CARGO, INC., both of 439 Pillsbury Street, St. Paul 14, Minn., and for acquisition by E. L. MURPHY, JR., 965 Eustis Street, St. Paul 14, Minn., and STANLEY L. WASIE, 498 South Fernedale, Wayzata, Minn., of control of such rights and property through the transaction. Applicants' attorneys: Axelrod,

Goodman & Steiner, 39 South La Salle Street, Chicago 3, Ill., E. W. Hoppe, 508 Commerce Building, St. Paul, Minn., and William R. Busch, Garrick Building, St. Paul, Minn. Operating rights sought to be controlled and merged: (G & P) *General commodities*, excepting, among others, commodities in bulk, but not excepting household goods, as a *common carrier* over regular routes between Aberdeen, S. Dak., and St. Paul, Minn., serving certain specified intermediate and off-route points, and intermediate and off-route points in the Minneapolis-St. Paul, Minn., Commercial Zone, as defined by the Commission; between Milbank, S. Dak., and junction U.S. Highways 77 and 212, between Watertown, S. Dak., and junction of U.S. Highways 81 and 12, serving no intermediate points; *general commodities*, excepting, among others, household goods and commodities in bulk, between Aberdeen, S. Dak., and St. Paul, Minn., serving all intermediate and off-route points in the Minneapolis-St. Paul, Minn., Commercial Zone, and all other intermediate points on the above-specified route except those between St. Paul and Montevideo, Minn., which are restricted to service on eastbound traffic only; also serving certain off-route points; *canned foods*, over irregular routes from Marshalltown, Iowa, to Aberdeen, S. Dak.; *household goods*, as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, between points in South Dakota, on the one hand, and, on the other, points in Illinois, Iowa, Minnesota, Nebraska, and North Dakota; *general commodities*, excepting, among others, household goods and commodities in bulk, between points in South Dakota, on the one hand, and, on the other, points in Minnesota. (ROADWAY) *General commodities*, excepting, among others, household goods, but not excepting commodities in bulk, as a *common carrier* over regular routes between South St. Paul, Minn., and Geneseo, N. Dak., serving certain intermediate and off-route points, *general commodities*, except loose bulk commodities, uncrated household goods or furniture, uncrated live-stock, currency, bullion, articles of unusual value, commodities exceeding ordinary equipment and loading facilities, and those injurious or contaminating to other lading, between Fargo, N. Dak., and Wahpeton, N. Dak., serving all intermediate points, *general commodities*, excepting commodities in bulk, and those injurious or contaminating to other lading between Fargo, N. Dak., and Wahpeton, N. Dak., *general commodities*, except household goods, commodities in bulk, and those requiring special equipment between Abercrombie, N. Dak., and McCauleyville, Minn., serving no intermediate points, between Kent, Minn., and McCauleyville, Minn., serving no intermediate points, *farm machinery, lubricating oil and grease, groceries, hardware, and finished lumber products* from South St. Paul, Minn., to Crete, N. Dak., serving all intermediate points in North Dakota, the intermediate and off-route points in the Minneapolis-St. Paul, Minn., Commercial Zone, and the off-route point of Chemolite, Minn.;

junk, farm machinery, and empty barrels, from Crete, N. Dak., to South St. Paul, Minn., serving all intermediate points in North Dakota, the intermediate and off-route points in the Minneapolis-St. Paul, Minn., Commercial Zone, and the off-route point of Chemolite, Minn. RESTRICTION: Service at Chemolite, Minn., and points in the Minneapolis-St. Paul, Minn., Commercial Zone, is restricted to traffic moving to or from authorized points of service other than Fargo, N. Dak., and Moorhead, Minn.; *general commodities*, excepting, among others, household goods and commodities in bulk between Wahpeton, N. Dak., and Mooreton, N. Dak., serving no intermediate points, with the following RESTRICTION: No service shall be performed by said carrier between St. Paul and Minneapolis, Minn., on the one hand, and, on the other, Fargo, N. Dak., and Moorhead, Minn., via Wahpeton and Mooreton, N. Dak., between St. Paul, Minn., and Wahpeton, N. Dak., serving the intermediate point of Minneapolis, Minn., between Gwinner, N. Dak., and Lisbon, N. Dak., serving all intermediate points, between Oakes, N. Dak., and Forman, N. Dak., serving all intermediate points and certain off-route points, between Fairmount, N. Dak., and Forman, N. Dak., serving all intermediate points and certain off-route points, between Wahpeton, N. Dak., and Breckenridge, Minn., serving no intermediate points; *general commodities*, except those of unusual value, commodities in bulk, and those requiring special equipment, between Fargo, N. Dak., and Wyndmere, N. Dak., serving certain intermediate and off-route points, between Barney, N. Dak., and Great Bend, N. Dak., serving the intermediate point of Mantador, N. Dak., *livestock, and lubricating oil*, other than in bulk in tank vehicles, over irregular routes between points in Marshall and Roberts Counties, S. Dak., and points in Sargent and Richland Counties, N. Dak., on the one hand, and, on the other, South St. Paul and Newport, Minn., *livestock*, between Wahpeton, N. Dak., and points within 50 miles of Wahpeton on the one hand, and, on the other, Minneapolis, St. Paul, and South St. Paul, Minn., *household goods*, between Wahpeton, N. Dak., and points in North Dakota and Minnesota within 50 miles of Wahpeton, N. Dak., on the one hand, and, on the other, Minneapolis, St. Paul, and South St. Paul, Minn., *agricultural commodities*, between Galchutt, on the one hand, and, on the other, Moorhead, Minn., *general commodities*, excepting, among others, household goods and commodities in bulk between points in Minnesota within 35 miles of Breckenridge, Minn., including Breckenridge, between points in the above-specified Minnesota territory on the one hand, and, on the other, points in Richland, Sargent and Ransom Counties, N. Dak., and between points in Richland, Sargent and Ransom Counties, N. Dak., *general commodities*, with the above exceptions, excluding other than those requiring refrigeration, between Fargo, N. Dak., and Moorhead, Minn. Vendee is authorized to operate as a *common carrier* in Minnesota, Iowa, Wisconsin,

and South Dakota. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7810. Authority sought for purchase by C & H TRANSPORTATION CO., INC., 1935 W. Commerce, P.O. Box 5976, Dallas, Tex., of a portion of the operating rights and certain property of TOMLIN TRANSPORTATION COMPANY, P.O. Box 753, Casper, Wyo., and for acquisition by W. O. HARRINGTON, Coppell, Tex., of control of such rights and property through the purchase. Applicants' attorneys: W. T. Brunson, 419 Northwest Sixth Street, Oklahoma City, Okla., and Robert S. Stauffer, 1510 East 20th, Cheyenne, Wyo. Operating rights sought to be transferred: *Telephone, telegraph and power line equipment*, when moving to or from job sites, as a *common carrier* over irregular routes between points within 25 miles of either side of the main line of the Union Pacific Railroad extending from Cheyenne, Wyo., to Table Rock, Wyo., and between loading or unloading points located on the rail line of the Union Pacific Company between Table Rock, Wyo., and the Wyoming-Utah State line, on the one hand, and, on the other, points in Wyoming, within 25 miles of the described loading or unloading points; *heavy machinery, and machinery parts*, between points in Wyoming, Colorado, Montana, North Dakota, and South Dakota; *contractor's machinery, equipment, materials, and supplies* (other than those used in, or incidental to, the mining of gilsonite and the finished products thereof, 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, or in connection with, the construction, operations, repairs, servicing, maintenance, and dismantling of pipelines, including the stringing and picking-up thereof, and except petroleum products in bulk), between points in Utah, Colorado, Montana, and Wyoming; *machinery, equipment, materials (other than gilsonite), 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, between points in Wyoming, Colorado, Montana, North Dakota, South Dakota, and Utah; *machinery, materials, equipment, and supplies* used in, or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking-up thereof, between points in Wyoming, Colorado, and Utah. Vendee is authorized to operate as a *common carrier* in Kansas, New Mexico, Texas, Oklahoma, Louisiana, Georgia, Illinois, Indiana, Kentucky, Mississippi, Arkansas, Wisconsin, North Dakota, South Dakota, Nebraska, Colorado, Missouri, Nevada, Pennsylvania, Ohio, Oregon, Washington, Michigan, Iowa, New Jersey, New York, Wyoming, Utah, Montana, West Virginia, Arizona, Tennessee, Alabama, and Florida. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7811. Authority sought for purchase by CHECKER EXPRESS CO., 960 West Montana Street, Milwaukee 15, Wis., of the operating rights and property of THE PORT WASHINGTON TRUCK LINE, INC., 512 South Park, Port Washington, Wis., and for acquisition by HYMAN J. LEWENSOHN, 960 West Montana Street, Milwaukee, Wis., of control of such rights and property through the purchase. Applicants' attorney: Glenn W. Stephens, 121 West Doty Street, Madison 3, Wis. 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 Milwaukee, Wis., and Port Washington, Wis., serving no intermediate points, but serving the off-route points of Knellsville and Saukville, Wis.; new furniture and household goods, over irregular routes between points in Ozaukee County, Wis., on the one hand, and, on the other, points in Illinois, Iowa, and Minnesota; and, contractors' machinery, the transportation of which does not require special equipment, from Port Washington, Wis., to points in Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Iowa, Missouri, Illinois, Indiana, Ohio, and Michigan. Vendee is authorized to operate as a common carrier in Wisconsin and Illinois. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7812. Authority sought for purchase by LEONARD BROS. TRANSFER & STORAGE CO., INC., 2595 Northwest 20th Street, Miami 52, Fla., of a portion of the operating rights of GULF SOUTHWESTERN TRANSPORTATION COMPANY, 9003 Denton Road, P.O. Box 13402, Dallas, Tex., and for acquisition by LEILA H. LEONARD, T. A. LEONARD, JR., and BETTY L. OZBURN, all of 2595 Northwest 20th Street, Miami, Fla., and REVA S. SAWYER, 1411 South Orange Blossom Trail, Orlando, Fla., of control of such rights through the purchase. Applicants' attorney and representatives, respectively: W. O. Turney, 2001 Massachusetts Avenue, Washington 6, D.C., Joe G. Fender, Melrose Building, Houston 2, Tex., and T. A. Leonard, Jr., 2595 Northwest 20th Street, Miami 52, Fla. Operating rights sought to be transferred: 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 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, and such other commodities as require specialized handling or rigging because of size or weight, as a common carrier over irregular routes between points in Kansas, Missouri, Nebraska, New Mexico, and Oklahoma. Vendee is authorized to operate as a common carrier in

Florida, Georgia, Alabama, Delaware, Illinois, Indiana, Kentucky, Louisiana, Maryland, Mississippi, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, Texas, Connecticut, Maine, Massachusetts, Michigan, Missouri, New Hampshire, Rhode Island, Vermont, Wisconsin, California, and the District of Columbia. Application has been filed for temporary authority under section 210a(b).

No. MC-F 7814. Authority sought for purchase by DEIOMA TRUCKING CO., P.O. Box 891, Mt. Union Station, Alliance, Ohio, of a portion of the operating rights of NICHOLAS KERNA, an individual, doing business as KERNA TRANSFER, 930 Saw Mill Run Boulevard, Pittsburgh 20, Pa., and for acquisition by BERNARD DEIOMA, P.O. Box 891, Mt. Union Station, Alliance, Ohio, of control of such rights through the purchase. Applicants' attorneys: Henry M. Wick, Jr., and John A. Vuono, 1515 Park Building, Pittsburgh 22, Pa., and James C. Evans, 711 Frick Buildings, Pittsburgh 19, Pa. Operating rights sought to be transferred: Glassware, as a common carrier over irregular routes from Washington, Pa., to points in Ohio; and food products, from Baltimore, Md., to points in Ohio. Vendee is authorized to operate as a common carrier in Ohio, Michigan, Maryland, New York, Pennsylvania, West Virginia, New Jersey, Delaware, Virginia, Indiana, Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, Illinois, Wisconsin, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

By the Commission

[SEAL] HAROLD D. McCOY,
Secretary.

[F.R. Doc. 61-2241; Filed, Mar. 14, 1961; 8:47 a.m.]

FOURTH SECTION APPLICATION FOR RELIEF

MARCH 10, 1961.

Protests to the granting of an application must be prepared in accordance with Rule 40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 36951: Sand from Attica, Ind., to Cerro Gordo, Ill. Filed by Illinois Freight Association, Agent (No. 124), for the Wabash Railroad Company. Rates on sand, as described in the application, in carloads, from Attica, Ind., to Cerro Gordo, Ill.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 107 to Wabash Railroad Company tariff I.C.C. 7844.

By the Commission.

[SEAL] HAROLD D. McCOY,
Secretary.

[F.R. Doc. 61-2239; Filed, Mar. 14, 1961; 8:47 a.m.]

OFFICE OF CIVIL AND DEFENSE MOBILIZATION

CARLTON S. DARGUSCH

Appointee's Statement of Changes in Business Interests

The following statement lists the names of concerns required by subsection 710(b)(6) of the Defense Production Act of 1950, as amended.

The following are the corporations in which I was an officer or director within sixty days preceding my appointment:

- Mount Carmel Hospital,
- The Clark Grave Vault Company,
- The Ohio Tuberculosis & Health Association,
- The Ohio State University Research Foundation
- (all of Columbus, Ohio).
- and Henrite Products Corporation (of Iron-ton, Ohio).

I own stock in the following companies:

- The Clark Grave Vault Company.
- Henrite Products Corporation.

I am a member of the law firm of Dargusch, Saxbe and Dargusch, 218 East State Street, Columbus, Ohio, which firm represents a substantial number of clients, largely on an annual retainer basis.

This amends statement published September 16, 1960 (25 F.R. 8931).

Dated: March 5, 1961.

CARLTON S. DARGUSCH.

[F.R. Doc. 61-2218; Filed, Mar. 14, 1961; 8:45 a.m.]

GENERAL SERVICES ADMINISTRATION

VEGETABLE TANNINS HELD IN NATIONAL STOCKPILE

Proposed Disposition

Pursuant to the provisions of section 3(e) of the Strategic and Critical Materials Stock Piling Act, 50 U.S.C. 98b(e), notice is hereby given of a proposed disposition of approximately 3,500 long tons of vegetable tannins (quebracho, chestnut and wattle extracts) now held in the national stockpile.

The Office of Civil and Defense Mobilization has made a revised determination, pursuant to section 2(a) of the Strategic and Critical Materials Stock Piling Act, that there is no longer any need for stockpiling said 3,500 long tons of vegetable tannins. The revised determination was based upon the finding of the Office of Civil and Defense Mobilization that said 3,500 long tons of vegetable tannins are in excess of mobilization requirements for vegetable tannins in time of war.

Since the revised determination is not by reason of obsolescence of vegetable tannins for use in time of war, the proposed disposition of said 3,500 long tons of vegetable tannins from the national stockpile is being referred to the Congress for its express approval, as

required by section 3(e) of the Strategic and Critical Materials Stock Piling Act.

General Services Administration proposes to transfer said vegetable tannins to other Government agencies, to dispose of them by negotiated sale to contractors with the United States Government or their subcontractors for use in connection with the performance of such contracts or subcontracts, or otherwise

to dispose of them in the best interest of the Government, beginning upon the express approval by the Congress of this proposed disposition or six month after the date of publication of this notice in the FEDERAL REGISTER, whichever is later.

This plan and the date of disposition have been fixed with due regard to the protection of producers, processors, and consumers against avoidable disruption

of their usual markets as well as the protection of the United States against avoidable loss on disposal.

Dated: March 8, 1961.

JOHN L. MOORE,
Administrator.

[F.R. Doc. 61-2238; Filed, Mar. 14, 1961; 8:47 a.m.]

CUMULATIVE CODIFICATION GUIDE—MARCH

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