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FEDERAL REGISTER

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Title 3—THE PRESIDENT

Executive Order 11155

PROVIDING FOR THE RECOGNITION OF CERTAIN STUDENTS AS PRESIDENTIAL SCHOLARS

WHEREAS it is necessary in the national interest that the Federal Government encourage high attainment by students in secondary schools, both public and private, throughout the Nation, and

WHEREAS national recognition of scholastic attainments will tend to enhance the accomplishments of such students generally and their potential after graduation:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States, it is ordered as follows:

SECTION 1. There is hereby established the Commission on Presidential Scholars (hereinafter referred to as the Commission). The Commission shall be composed of such members as the President may appoint from time to time from among appropriately qualified citizens of the United States. The person chosen each year, with the cooperation of the Commissioner of Education, Department of Health, Education, and Welfare, as National Teacher of the Year shall be one of the members of the Commission for a period terminating one year after the date of his or her selection as National Teacher of the Year or at such earlier time as a next-succeeding National Teacher of the Year is chosen. The President shall designate one of the members as chairman of the Commission. Members of the Commission shall serve at the pleasure of the President and without compensation from the United States.

SEC. 2. The Commission, in accordance with such standards and procedures as it may prescribe and on the basis of its independent judgment, shall annually choose Presidential Scholars, subject to the following:

(1) The Presidential Scholars shall be chosen from among persons who have recently been graduated, or are about to be graduated, from secondary schools, public or private.

(2) They shall be chosen on the basis of their outstanding scholarship.

(3) One boy and one girl shall be chosen as Presidential Scholars from each of the following, namely:

(i) Each State of the United States.

(ii) The District of Columbia.

(iii) The Commonwealth of Puerto Rico.

(iv) The following, collectively: American Samoa, Canal Zone, Guam, Virgin Islands, Trust Territory of the Pacific Islands, and, if the Commission in its discretion shall so determine, other places overseas. In respect of the said other places overseas, only children whose parents are citizens of the United States shall be eligible to be chosen hereunder as Presidential Scholars from those places.

(4) In addition to the 106 Presidential Scholars provided for in paragraph (3), above, the Commission may choose other Presidential Scholars, not exceeding fifteen in number for any one year, to be chosen at large from the jurisdictions referred to in that paragraph.

SEC. 3. There is hereby established the Presidential Scholars Medallion which shall be of such design and material as the President shall approve and shall be presented to each Presidential Scholar chosen by the Commission under this order.

SEC. 4. As necessary and subject to law, the Office of Education, Department of Health, Education, and Welfare, shall facilitate, or make arrangements for facilitating the carrying out of the purposes of this order.

LYNDON B. JOHNSON

THE WHITE HOUSE,
May 23, 1964.

[F.R. Doc. 64-5346; Filed, May 25, 1964; 12:42 p.m.]

Rules and Regulations

Title 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following amendments to this subchapter are issued by direction of the Assistant Secretary of Defense (Installations and Logistics) pursuant to the authority contained in Department of Defense Directive No. 4105.30, dated March 11, 1959 (24 F.R. 2260), as amended, and 10 U.S.C. 2202.

PART 1—GENERAL PROVISIONS

1. Sections 1.104, 1.106–1, 1.106–2 and 1.108 are revised, and in § 1.115, the introductory portion of paragraph (a) is revised, as follows:

§ 1.104 Content of subchapter.

This subchapter will contain policies and procedures relating to the procurement of supplies and services and is designed to achieve maximum uniformity throughout the Department of Defense. Hence, implementation of the subchapter by and within the Military Departments, the Defense Supply Agency, and the Defense Communications Agency shall be only in accordance with § 1.108. This subchapter will be amended, from time to time, to set forth improved procedures which reduce contract preparation time, simplify and standardize contract forms within the Department of Defense, and improve the contracting process by standardizing procedures and instructions. In this connection, personnel at all levels, particularly the contracting level are encouraged to submit through appropriate channels suggestions, based on operating experience, to reduce administrative burden, simplify contract forms and procedures, and otherwise accomplish the foregoing objectives.

§ 1.106–1 Department of Defense Directives, Instructions, and Circulars.

Policies, procedures, and information concerned primarily with procurement may be published in Department of Defense Directives, Instructions, and Circulars under any of the following circumstances:

(a) When the subject matter is not suitable for inclusion in this subchapter;

(b) As an interim measure, pending subsequent incorporation in this subchapter; or

(c) When the policy or procedure is expected to be effective for a period of less than six months.

§ 1.106–2 Defense Procurement Circular.

(a) In accordance with the authority in § 1.106–1, a Defense Procurement Circular, supplementary to this subchapter, shall be published as often as may be necessary or advisable for distribution to all recipients of this subchapter. Material to be published in each Defense Procurement Circular shall first be approved by the Armed Services Procurement Regulation Committee.

(b) The purposes of the Defense Procurement Circular are:

(1) To promulgate as rapidly as possible selected material revising this subchapter, in advance of the revision of this subchapter;

(2) To disseminate material applicable to procurement which is not suitable for insertion in this subchapter, but which may have the effect of a directive to, or be of importance and interest to its recipients; and

(3) To supplement this subchapter, as may be necessary in order to reduce the size and frequency of issue of subsidiary Departmental procurement instructions.

(c) Each Defense Procurement Circular shall be canceled six months from its effective date unless sooner superseded by coverage of the subject in a revision to this subchapter; or unless otherwise specifically stated therein.

§ 1.108 Departmental Procurement Instructions and ASPR Implementations.

(a) The Departments and their subordinate organizations shall not issue instructions, including directives, regulations, contract forms, contract clauses, policies, or procedures implementing this subchapter or covering the procurement of supplies or services or the administration of contracts for such supplies or services, unless permitted by one of the following and if consistent with paragraph (b) of this section:

(1) Internal procurement management instructions such as designations and delegations of authority, assignments of responsibilities; work flow procedures, and internal reporting requirements;

(2) Any special contract clause of a nonrepetitive nature designed specifically to accomplish the peculiar requirements of an individual procurement, *provided* a clause relating to the subject matter is not set forth in this subchapter.

(3) Interim instructions having an effective duration not exceeding six months (unless approved for a longer period by the ASPR Committee) essential to meet current operational needs or to effect greater efficiency in procurement management, including service tests of new techniques or methods of procurement, *provided* such instructions are submitted prior to issuance or immediately thereafter for consideration by the ASPR Committee;

(4) Procurement procedures specifically identified as being essential for carrying out the peculiar needs of specialized commodity areas when authorized by: for the Army, Director of Procurement, Office of the Assistant of the Army (Installations and Logistics); for the Navy, Deputy Chief of Naval Material (Material and Facilities); for the Air Force, Director of Procurement Policy, Office of the Deputy Chief of Staff (Systems and Logistics); for the Defense Supply Agency, Executive Director, Procurement and Production, and notification is given to the ASPR Committee immediately upon such authorization for the purpose of determining whether such procedures should be included in this subchapter;

(5) Procurement instructions specifically identified as being essential for carrying out the peculiar needs of overseas commands when authorized by the cognizant unified commander and notification is given to the ASPR Committee immediately upon such authorization for the purpose of determining whether such instructions should be included in this subchapter;

(6) Material determined by the ASPR Committee to be inappropriate for ASPR coverage, but appropriate for inclusion in departmental publications.

(b) Instructions issued in accordance with paragraph (a) of this section shall not contain material which duplicates, is inconsistent with, or increases or restricts the use of, any authority contained in this subchapter;

(c) Each Department shall furnish to the other Departments and to the Assistant Secretary of Defense (Installations and Logistics) one copy of each Departmental procurement instruction issued in accordance with paragraphs (a) and (b) of this section.

(d) Each Department shall screen all existing instructions as well as those subsequently issued pursuant to paragraphs (a) through (c) of this section to assure strict compliance with this section, and for the purpose of determining if the subject matter is appropriate for inclusion in this subchapter.

§ 1.115 Noncollusive bids and proposals.

(a) In order to promote full and free competition for Government contracts, the following certification shall be included in all invitations for bids and requests for proposals or quotatons (other than for small purchases made in accordance with Subpart F, Part 3 of this chapter, and other than requests for technical proposals in connection with two-step formal advertising) involving firm fixed-price contracts and fixed-price contracts with escalation. When the solicitation authorizes the submission of oral offers and requires that such offers be confirmed in writing, it shall require that the certification be included with or be expressly incorporated by reference in and thereby made a part of the confirmation.

* * * * *

2. Sections 1.201–5, 1.201–10, 1.201–13, 1.201–14, and 1.201–15 are revised to read as follows:

§ 1.201–5 Department and military department.

Department and Military Department include the Department of the Army, the Department of the Navy, the Department of the Air Force, the Defense Supply Agency, and the Defense Communications Agency.

§ 1.201–10 May.

May is permissive. However, the words "no person may * * *" mean that no person is required, authorized, or permitted to do the act prescribed.

§ 1.201–13 Procurement.

Procurement includes purchasing renting, leasing, or otherwise obtaining supplies or services. It also includes all functions that pertain to the obtaining of supplies and services, including description but not determination of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

§ 1.201–14 Procuring Activity.

Procuring Activity includes, for the Army: U.S. Army Materiel Command and its subordinate Commands; U.S. Continental Army Command and the Zone of Interior Armies; U.S. Army, Alaska; U.S. Army, Caribbean; U.S. Army, Europe (Rear)/Communications Zone; U.S. Army, Hawaii; U.S. Army, Japan; Military District of Washington, U.S. Army; National Guard Bureau; Office of the Chief of Engineers; Office of the Chief Signal Officer; Office of the Chief of Support Services; Office of the Surgeon General; Defense Atomic Support Agency; and U.S. Army Security Agency; for the Navy: each Bureau, the Office of Naval Research, the Navy Aviation Supply Office, the Military Sea Transportation Service, and the United States Marine Corps; for the Air Force: the Air Force Logistics Command and the Air Force Systems Command; for the Defense Supply Agency: the Defense Supply Centers and the Defense Traffic Management Service; for the Defense Communications Agency; The Headquarters, Defense Communications Agency, and the Defense Commercial Communications Office. It also includes any other procuring activity hereafter established. The number and designation of particular procuring activities of any Military Department may be changed by directive of the Secretary.

§ 1.201–15 Secretary.

Secretary means the Secretary, the Under Secretary, or any Assistant Secretary of any Military Department. Secretary shall also include the Director and Deputy Director of the Defense Supply Agency and the Director of the Defense Communications Agency, except to the extent that any law or executive order limits the exercise of authority to persons at the Secretarial level. In the latter situation, such authority shall be exercised by the Assistant Secretary of Defense (Installations and Logistics).

3. In § 1.319, new paragraph (e) is added; subparagraph (4) in § 1.322–2(b) is revised; and in § 1.707–3, the introductory portion of paragraph (b) is revised and a new paragraph (c) is added, as follows:

§ 1.319 Renegotiation Performance Reports.

* * * * *

(e) *Engineering Development and Operational Systems Development Contracts.* The Director of the Contractor Performance Evaluation Program shall furnish Contractor Performance Evaluation Reports on engineering development and operational systems development contracts upon the request of the Renegotiation Board (see § 4.215 of this chapter).

§ 1.322–2 Procedure.

* * * * *

(b) Solicitations shall include:

* * * * *

(4) A provision that the unit price of each item in the multi-year requirement shall be the same for all program years included therein;

* * * * *

§ 1.707–3 Required clauses.

* * * * *

(b) The "Small Business Subcontracting Program" clause below shall be included in all contracts (except maintenance, repair and construction contracts) which may exceed $500,000, which contain the clause required by paragraph (a) of this section and which, in the opinion of the purchasing activity, offer substantial subcontracting possibilities. Prime contractors who are to be awarded contracts that do not exceed $500,000 but which, in the opinion of the purchasing activity, offer substantial subcontracting possibilities, shall be urged to accept the clause.

* * * * *

(c) The "Small Business Subcontracting Program (Maintenance, Repair and Construction)" clause below shall be included in all contracts for maintenance, repair and construction work which may exceed $500,000, which contain the clause required in paragraph (a) of this section and which in the opinion of the purchasing activity, offer substantial subcontracting possibilities.

SMALL BUSINESS SUBCONTRACTING PROGRAM (MAINTENANCE, REPAIR AND CONSTRUCTION) (MAR. 1964)

(a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors, including suppliers, under this contract. In this connection, the Contractor shall designate an individual to (i) maintain liaison with the Government on small business matters, and (ii) administer the Contractor's Small Business Subcontracting Program.

(b) Prior to completion of the contract and as soon as the final information is available, the Contractor shall submit a completed DD Form 1140–1 to the Government addressees prescribed thereon. This subparagraph (b) is not applicable if the Contractor is a small business concern.

(c) The Contractor further agrees (i) to insert the "Utilization of Small Business Concerns" clause in subcontracts which offer substantial subcontracting opportunities, and (ii) to insert in each such subcontract exceeding $500,000 a clause conforming substantially to the language of this clause except that subcontractors shall submit DD Form 1140–1 direct to the Government addressees prescribed on the Form. The Contractor will notify the Contracting Officer of the name and address of each subcontractor that will be required to submit a report on DD Form 1140–1.

4. Sections 1.1003–1 and 1.1003–3 are revised to read as follows:

§ 1.1003–1 General.

(a) Every proposed, advertised or negotiated procurement made in the United States, its possessions, and Puerto Rico which may result in an award in excess of $10,000 shall be publicized promptly in the Commerce Business Daily "Synopsis of U.S. Government Proposed Procurement, Sales and Contract Awards" except for procurements described in paragraphs (b) and (c) of this section.

(b) Classified procurements, where the information necessary to be included in the Synopsis would disclose classified information or where the mere disclosure of the Government's interest in the area of the proposed procurement would violate security requirements, shall not be publicized in the Synopsis. All other classified procurements shall be publicized in the Synopsis, even though access to classified matter might be necessary in order to submit a proposal or to perform the contract (see § 1.1003–9 (e)(3)). The intent of the exception for classified procurement in the synopsis requirements of Public Law 87–305 is not to exempt every classified procurement from publicizing, but to provide a safeguard against violating security requirements.

(c) The following need not be publicized in the Synopsis (Exceptions 1 through 9–Item 13 of the DD Form 350):

(1) See paragraph (b) of this section.

(2) Procurement of perishable subsistence.

(3) Procurement of electric power or energy, gas (natural or manufactured), water, or other utility services.

(4) Procurement (whether advertised or negotiated) which is of such urgency that the Government would be seriously injured by the delay involved in permitting the date set for receipt of bids, proposals, or quotations to be more than 15 calendar days from the date of transmittal of the synopsis or the date of issuance of the solicitation, whichever is earlier.

(5) Procurement to be made by an order placed under an existing contract.

(6) Procurement to be made from or through another Government department or agency, or a mandatory source of supply such as an agency for the blind under the blind-made products program.

(7) Procurement of personal or professional services.

(8) Procurement from educational institutions to be negotiated under § 3.205 of this chapter.

(9) Procurement in which only foreign sources are to be solicited.

§ 1.1003–3 Pre-invitation notices.

Where pre-invitation notices (see § 2.205–6 of this chapter) are used, the pre-invitation information shall be included in the synopsis. This information

need not be re-published in the synopsis when the invitation for bids is issued.

§§ 1.1004, 1.1005 [Amended]

5. In § 1.1004, the reference to "§ 3.106", near the end of the section, is changed to read "§ 3.507"; and in § 1.1005–2(b), the reference to "§ 3.106 (b)(1)" is changed to read "§ 3.507 (b)(1)."

6. Section 1.1201 is revised to read as follows:

§ 1.1201 General.

(a) Plans, drawings, specifications or purchase descriptions for procurements shall state only the actual minimum needs of the Government and describe the supplies and services in a manner which will encourage maximum competition and eliminate, insofar as is possible, any restrictive features which might limit acceptable offers to one supplier's product, or the products of a relatively few suppliers. Items to be procured shall be described by reference to the applicable specifications or by a description containing the necessary requirements. When specifications are cited, all amendments or revisions thereof, applicable to the procurement, should be identified and the identification shall include the dates thereof. Drawings and data furnished with solicitations shall be clear and legible.

(b) Many specifications cover several grades or types, and provide for several options in methods of inspection, etc. When such specifications are used, the invitation for bids or request for proposals shall state specifically the grade, type, or method of inspection, etc., on which bids or offers are to be based.

PART 2—PROCUREMENT BY FORMAL ADVERTISING

7. Paragraph (a) in § 2.102–1 is revised; in § 2.201(a), subparagraphs (4), (7), (11), (12), and (25) are revised and new subparagraphs (36), (37) and (38) are added; and in § 2.201(b), add new subparagraph (19), as follows:

§ 2.102–1 General.

(a) Procurement shall be made by formal advertising pursuant to 10 U.S.C. 2304(a) whenever such method is feasible and practicable under the existing conditions and circumstances even though such conditions and circumstances would otherwise satisfy the requirements of Subpart B, Part 3 of this chapter. In accordance with this requirement, procurements shall generally be made by soliciting bids from all qualified sources of supplies or services deemed necessary by the contracting officer to assure full and free competition consistent with the procurement of the required supplies or services. Current lists of bidders shall be maintained by each purchasing office in accordance with § 2.205.

* * * * *

§ 2.201 Preparation of invitation for bids.

* * * * *

(a) For supply and service contracts, including construction, invitation for bids shall contain the following information if applicable to the procurement involved.

* * * * *

(4) Date, hour, and place of opening. See § 2.202–1 concerning bidding time. Prevailing local time shall be used. Timing by the 24-hour clock shall not be used except where customary in the industry. The exact location of the bid depositary, including the room and building numbers, and a statement that hand-carried bids must be deposited therein.

* * * * *

(7) A description of supplies or services to be furnished under each item, in sufficient detail to permit full and free competition. Reference to specifications shall include identification of all amendments or revisions thereof, applicable to the procurement and dates of both the specifications and the revisions (see § 1.1201(a) of this chapter). Such description shall comply with Subpart L, Part 1 of this chapter, relating to specifications. The item or category of items being procured also will be shown in proper, simple nomenclature in large bold type at the bottom of the cover page of each invitation for bids.

* * * * *

(11) A statement on the face thereof or on a cover sheet the invitation that "Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001." (See §§ 2.405 and 2.406.)

(12) Bid guarantee, performance bond, and payment bond requirements, if any (see Subpart A, Part 10 of this chapter). If a bid bond or other form of bid guarantee is required, the solicitation shall include the provisions required by § 10.102–4 of this chapter.

* * * * *

(25) Pending revision of paragraph 4 of the Terms and Conditions of the Invitation for Bids on the back of Standard Form 30 (October 1957 edition) and Standard Form 33 (October 1957 edition) and of paragraph 7 of Standard Form 22 (January 1961 edition), the following provision shall be substituted, as to each form, for the cited paragraph:

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS (JAN. 1964)

(a) Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered unless:

(i) They are received before award is made; and either

(ii) They are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained, or by telegraph if authorized; and it is determined by the Government that the late receipt was due solely to delay in the mails, or delay by the telegraph company, for which the bidder was not responsible; or

(iii) If submitted by mail (or by telegram if authorized), it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; *Provided*, That timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt at such installation (if readily available) within the control of such installation or of the post office serving it.

However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Bidders using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

(c) The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (i) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (ii) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

* * * * *

(36) When the procurement involves a set-aside for labor surplus area or small business concerns, the following provision will be placed on the face of the invitation or on a cover sheet.

This is a -- percent set-aside for (small business) (labor surplus area) concerns. (Mar. 1964)

(37) A statement that prospective bidders may submit inquiries by writing or calling (collect calls not accepted) Mr. (insert name and address; telephone area code, number, and extension).

(38) When using Standard Form 30, on the face thereof or on a cover sheet, a brief description of the items being procured, unless the contracting officer considers such to be unnecessary or impractical.

(b) For supply and service contracts, excluding construction, the invitation for bids shall contain the following in addition to the information required by paragraph (a) of this section if applicable to the procurement involved.

* * * * *

(19) When the contracting officer determines that it is necessary to consider the advantages or disadvantages to the Government that might result from making more than one award (multiple awards) (see § 2.407–5(c)), a provision substantially as follows:

Evaluation of bids. In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards). For the purpose of making this evaluation,

it will be assumed that the sum of $50 would be the administrative cost to the Government for issuing and administering each contract awarded under this invitation, and individual awards will be for the items and combination of items which result in the lowest aggregate price to the Government, including such administrative costs. (Mar. 1964)

* * * * *

8. Sections 2.202–2, 2.203–2, 2.205–1 (b), 2.205–2, 2.205–4 and 2.205–5(a) are revised, as follows:

§ 2.202–2 Telegraphic bids.

As a general rule, telegraphic bids will not be authorized. However, when in the judgment of the contracting officer, the date for the opening of bids will not allow bidders sufficient time to prepare and submit bids on the prescribed forms or when prices are subject to frequent changes, telegraphic bids may be authorized. When such bids are authorized, the schedule of the invitation for bids will contain the following provision:

Telegraphic bids. Telegraphic bids may be submitted in response to this Invitation for Bids. Telegraphic bids must be received in this office prior to the time specified for opening of bids. Such bids must specifically refer to this Invitation for Bid; must include the item or sub-items, quantities and unit prices for which the bid is submitted and the time and place of delivery; and must contain all the representations and other information required by the Invitation for Bids together with a statement that the bidder agrees to all the terms, conditions and provisions of the invitation. Failure to furnish, in the telegraphic bid, the representations and information required by the Invitation for Bids may necessitate rejection of the bid. Signed copies of the Invitation for Bids must be furnished in confirmation of the telegraphic bids. (Mar. 1964)

§ 2.203–2 Dissemination of information concerning invitations for bids.

For procedures concerning displaying of bids in a public place, information releases to newspapers and trade journals, paid advertisements and synopsizing, see §§ 1.1002–4, 1.1002–5, 1.1002–6, and 1.1003 of this chapter, respectively.

§ 2.205–1 Establishment of lists.

* * * * *

(b) All eligible and qualified suppliers who have submitted bidders mailing list applications, or whom the purchasing activity considers capable of filling the requirements of a particular procurement shall be placed on the appropriate bidders mailing list. Planned producers under the Industrial Readiness Planning Program shall be included on the bidders mailing list for their planned items. See also § 1.1006(b) of this chapter.

* * * * *

§ 2.205–2 Removal of names from bidders mailing lists.

(a) The name of each concern failing to respond to an invitation for bids, or pre-invitation notice (see § 2.205–6) may be removed from the bidders mailing list without notice to the concern but only for the item or items involved in such invitation or notice. Where a concern fails to respond to two consecutive invitations for bids or pre-invitation notices, its name shall be removed from the bidders mailing list to the extent indicated above, except that, in individual cases, concerns thus failing to respond may be retained on a bidders mailing list if such retention is considered to be in the best interest of the Government. Both actual bids and written requests for retention on the bidders mailing lists are "responses" to invitation for bids or pre-invitation notices.

(b) The names of concerns which have been (1) debarred from entering into Government contracts or (2) otherwise determined to be ineligible to receive an award of a Government contract, including ineligibility because of suspension or other disqualifications, shall be removed from the bidders mailing lists to the extent required by such debarment or other determination of ineligibility.

§ 2.205–4 Excessively long bidders mailing lists.

(a) *General.* To prevent excessive administrative costs of a procurement, mailing lists should be used in a way which will promote competition commensurate with the dollar value of the purchase to be made. As much of the mailing list will be used as is compatible with efficiency and economy in securing adequate competition as required by law. Where the number of bidders on a mailing list is considered excessive in relation to a specific procurement, the list may be reduced by any method consistent with the foregoing, including those described in paragraph (b) of this section and § 2.205–6. The fact that less than an entire mailing list is used shall not in itself preclude furnishing of bid sets upon request made by concerns not invited to bid.

(b) *Rotation of lists.* Mailing lists may be rotated, but to do so will require considerable judgment as to whether the size of the transaction justifies rotation. In rotating a list, the interests of small business (see § 1.702(b)(2) of this chapter) and the existence of labor surplus areas (§ 1.803(a)(5) of this chapter) shall be considered.

§ 2.205–5 Release of bidders mailing lists.

(a) The comprehensive bidders mailing list established by purchasing activities shall not be released outside the Department of Defense. In addition, except as provided in paragraphs (b) and (c) of this section, the list of prospective bidders to whom invitations for bids have been furnished shall not be released outside the Department of Defense and shall not be made available for inspection to individuals, firms, or trade organizations. However, such lists may be made available to other Government agencies, at their specific written request, and upon the condition that the list will not be available for inspection to anyone outside the Government. This, however, does not preclude the use of individual names from bidders mailing lists established by purchasing activities in carrying out cooperative programs with industry by the Small Business Administration representatives. See § 1.705–4 of this chapter.

* * * * *

9. New § 2.205–6 is added; paragraph (a) in § 2.207 is revised; new § 2.210 is added; and §§ 2.303–3 and 2.303–6 are revised, as follows:

§ 2.205–6 Pre-invitation notices.

In lieu of initially forwarding complete bid sets, the purchasing activity may send pre-invitation notices to concerns on the mailing list. The notice shall:

(a) Specify the date by which bidders should return the notice in order to receive a complete bid set;

(b) Describe the requirement, or include the schedule of the invitation for bids, so as to furnish an item description and a condensation of other essential information providing concerns with an intelligible basis for judging whether they have an interest in the procurement; and

(c) Expressly notify concerns that if no bid is to be submitted, they should advise the issuing office in writing if future invitations are desired for the type of supplies or services involved.

Drawings, plans, and specifications normally will not be furnished with the pre-invitation notice. The return date in the notice must be sufficiently in advance of the mailing date of the invitation for bids to permit an accurate estimate of the number of bid sets required. Bid sets will be sent to concerns which request them. This procedure is particularly suitable to major purchasing activities where lengthy invitations for bids and long bidders mailing lists are common.

§ 2.207 Amendment of invitation for bids.

(a) If after issuance of an invitation for bids but before the time for bid opening it becomes necessary to make changes in quantity, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous invitation, such changes shall be accomplished by issuance of an amendment to the invitation for bids, using DD Form 1260 (see § 16.101 of this chapter). The amendment shall be sent to everyone to whom invitations have been furnished and shall be displayed in the bid room.

* * * * *

§ 2.210 Release of procurement information.

(a) *Prior to synopsis or solicitation.* Information concerning proposed procurements shall not be released outside the Government prior to solicitation except when pre-invitation notices have been used in accordance with § 2.205–6 or § 4.102–1 of this chapter. Within the Government, such information shall be restricted to those having a legitimate interest therein. Such information shall be released to all potential contractors at the same time, as nearly as possible, so that one potential contractor shall not be given unfair advantage over another.

(b) *After synopsis or solicitation.* Discussions with prospective contractors regarding a potential procurement and the transmission of technical or other information shall be conducted only by the contracting officer or his superiors hav-

ing contractual authority or by others specifically authorized. Such personnel shall not furnish any information to a potential supplier which alone or together with other information may afford him an advantage over others. However, general information which would not be prejudicial to other bidders may be furnished upon request, e.g., explanation of a particular contract clause or a particular condition of the schedule in the invitation for bids. When necessary to clarify ambiguities, or correct mistakes or omissions, an appropriate amendment to the solicitation shall be furnished in a timely manner to all to whom the solicitation has been furnished. See § 2.207.

§ 2.303–3 Mailed bids.

(a) *Registered mail.* The time of mailing of a late bid mailed by registered mail may be determined by the date in the postmark on the registered mail receipt or registered mail wrapper. The time of mailing shall be deemed to be the last minute of the date shown in such postmark unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. Such evidence, if appropriately verified in writing by the post office station of mailing, may consist of an entry in ink on the registered mail receipt showing the time of mailing and the initials of the postal employee receiving the item and making the entry. If the postmark does not show a date, the bid shall be deemed to have been mailed too late unless the bidder furnishes evidence from the post office station of mailing which establishes timely mailing.

(b) *Certified mail.* The time of mailing of a late bid mailed by certified mail for which a postmarked receipt of certified mail was obtained shall be deemed to be the last minute of the date shown in the postmark on such receipt, except where (1) the receipt for certified mail identifies the post office station of mailing and the bidder furnishes evidence from such station that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the receipt for certified mail, showing the time of mailing and the initials of the postal employee receiving the item, and making the entry, is appropriately verified in writing by the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark does not show a date, the bid shall be deemed to have been mailed too late.

(c) *Delivery time.* Information concerning the normal time for mail delivery shall be obtained by the purchasing activity from the postmaster, superintendent of mails, or a duly authorized representative for that purpose, of the post office serving that activity. When time permits, such information shall be obtained in writing.

§ 2.303–6 Notification to late bidders.

Where a late bid is received and it is clear from available information that under § 2.303–2 such late bid cannot be considered, the contracting officer or his authorized representative shall promptly notify the bidder that his bid was received late and will not be considered (see also § 2.303–7). However, where a late bid is transmitted by registered mail and received before award but it is not clear from available information whether the bid can be considered, or in any case of a late bid transmitted by certified mail received before award, the bidder shall be promptly notified substantially as follows:

Your bid in response to Invitation for Bids No. _____, dated _____, was received after the time for opening specified in the Invitation. Accordingly, your bid will not be considered for award unless (1) there is received from you by _____ (Date) clear and convincing evidence from the post office station of mailing which establishes the date (and time, if possible) that the bid was deposited with that station, and (2) it is determined by the Government that late receipt was due solely to a delay in the mail for which you are not responsible. In the case of certified mail, the original postmarked Receipt for Certified Mail must be furnished and is the only evidence acceptable under (1) above, except that, where the Receipt for Certified Mail identifies the post office station of mailing, evidence from such station of its closing time or written verification by such station of an approved time entry on the receipt are also acceptable. (Jan. 1964)

The foregoing notification shall be appropriately modified in the case of late telegraphic bids.

10. Sections 2.403(a), 2.406–3(e)(1), 2.406–4(e), 2.407–5(c), 2.407–8, and 2.503–1 (b)(2) and (c) are revised to read as follows:

§ 2.403 Recording of bids.

(a) The invitation number, bid opening date, general description of the procurement item, names of bidders, prices bid, and any other information required for bid evaluation, shall be entered in an abstract or record which, except in the case of a classified procurement, shall be available for public inspection. When the items are too numerous to warrant the recording of all bids completely, an entry should be made of the opening date, invitation number, general description of the material, lot number, and the price bid. The record or abstract shall be completed as soon as practical after the bids have been opened, and, as soon as all bids have been opened and read, the bid opening officer shall so certify in the record or abstract. If the invitation for bids is canceled before the time set for bid opening, this shall be recorded, together with a statement of the number of bids invited and the number of bids received. Copies of the abstract on unclassified bids exhibited to the public shall not contain information such as debarment, failure to meet minimum standards of responsibility, apparent collusion of bidders, or other notations not proper for the knowledge of the general public.

* * * * *

§ 2.406–3 Other mistakes.

* * * * *

(e) In order to assure compliance with paragraph (d) of this section, suspected or alleged mistakes in bids will be processed as follows:

(1) In the case of any suspected mistake in bid, the contracting officer will immediately contact the bidder in question calling attention to the suspected mistake, and request verification of his bid. The action taken to verify bids must be sufficient to either reasonably assure the contracting officer that the bid as confirmed is without error or elicit the anticipated allegation of a mistake by the bidder. To insure that the bidder concerned will be put on notice of a mistake suspected by the contracting officer, the bidder should be advised, as is appropriate, of (i) the fact that his bid is so much lower than the other bid or bids as to indicate a possibility of error, (ii) important or unusual characteristics of the specifications, (iii) changes in requirements from previous purchases of a similar item, or (iv) such other data proper for disclosure to the bidder as will give him notice of the suspected mistake. If the bid is verified, the contracting officer will consider the bid as originally submitted. If the time for acceptance of bids is likely to expire before a decision can be made, the contracting officer shall request all bidders whose bids may become eligible for award to extend the time for acceptance of their bids. If the bidder whose bid is believed erroneous does not grant such extension of time, the bid shall be considered as originally submitted. If a bidder alleges a mistake, the contracting officer will advise the bidder to make a written request indicating his desire to withdraw or modify the bid. The request must be supported by statements (sworn statements if possible) concerning the alleged mistake and shall include all pertinent evidence such as bidder's file copy of the bid, the original worksheets and other data used in preparing the bid, subcontractors' quotations, if any, published price lists, and any other evidence which conclusively establishes the existence of the error, the manner in which it occurred, and the bid actually intended.

* * * * *

§ 2.406–4 Disclosure of mistakes after award.

* * * * *

(e) The authorities enumerated in paragraph (c) of this section, and in the Department of the Navy field contracting officers of the Bureau of Supplies and Accounts at activities having available legal counsel representing the Office of the General Counsel, are authorized, without power of redelegation, to deny relief requested by a contractor, due to an alleged mistake regardless of the amount of relief requested where it is determined the evidence is not clear and convincing:

(1) That a mistake in bid or proposal was made by the contractor or

(2) That the mistake was mutual or the contracting officer was or should have been on notice of the error prior to the award of the contract.

* * * * *

§ 2.407–5 Other factors to be considered.

* * * * *

(c) Advantages or disadvantages to the Government that might result from making multiple awards (see § 2.201 (b) (19)).

* * * * *

§ 2.407–8 Purchase of patented items when a patent indemnity clause is to be included in the contract.

When a patent indemnity clause is to be included in a contract, in accordance with the provisions of § 9.103 of this chapter, award of the contract shall not be refused to the low bidder merely because he is not the owner of or a licensee under any of the patent rights which may be involved. (See Decision B–136916, dated October 6, 1958, of the Comptroller General.) See § 10.105–2 of this chapter for policy concerning requirement for patent infringement bond.

§ 2.503–1 Step one.

* * * * *

(b) *Receipt and evaluation of technical proposals.* The following actions will be taken with respect to receipt and evaluation of technical proposals:

* * * * *

(2) Technical proposals submitting data marked in accordance with § 3.506–1 of this chapter will be accepted and handled in accordance with that section.

* * * * *

(c) *Late technical proposals.* Consideration of late technical proposals shall be governed by the procedures prescribed in § 3.505(b) of this chapter.

* * * * *

PART 3—PROCUREMENT BY NEGOTIATION

11. Section 3.000 is revoked; in § 3.101, the introductory portion is revised; § 3.102(a) is revised; § 3.106 is revoked; and in § 3.108, new subparagraph (4) is added to paragraph (b) and paragraph (d) is revised, as follows:

§ 3.000 Scope of part. [Revoked]

§ 3.101 Negotiation as distinguished from formal advertising.

Whenever supplies or services are to be procured by negotiation, price quotations (see Subpart B, Part 16, of this chapter), supported by statements and analyses of estimated costs or other evidence of reasonable prices and other vital matters deemed necessary by the contracting officer (see § 3.807), shall be solicited from the maximum number of qualified sources of supplies or services consistent with the nature of and requirements for the supplies or services to be procured, in accordance with the basic policies set forth in Subpart C, Part 1 of this chapter, to the end that the procurement will be made to the best advantage of the Government, price and other factors considered. Unless award without written or oral discussion is permitted under § 3.805–1(a), negotiation shall thereupon be conducted, by contracting officers and their negotiators, with due attention being given to the following and any other appropriate factors:

* * * * *

§ 3.102 General requirements for negotiation.

(a) Procurement shall be made by formal advertising pursuant to 10 U.S.C. 2304(a) whenever such method is feasible and practicable under the existing conditions and circumstances even though such conditions and circumstances would otherwise satisfy the requirements of Subpart B of this part.

* * * * *

§ 3.106 Information to unsuccessful offerors. [Revoked]

§ 3.108 Negotiation of initial production contracts for technical or specialized military supplies.

* * * * *

(b) * * *

(4) The advantages to be gained through obtaining production drawings, e.g., detailed manufacturing, process, and assembly drawings, at the earliest possible date for competitive reprocurement purposes by placing production engineering contracts and the first production contract with the developer (see paragraph (d) of this section).

* * * * *

(d) The number of items to be procured under an initial production contract will be established only after considering all pertinent factors, including the practical minimum quantity suitable to permit the development of the production design and a data package adequate to establish competitive procurement of the item at the earliest practicable date.

* * * * *

12. Sections 3.109, 3.110, 3.111, and 3.112 are revoked; new § 3.113 is added; and §§ 3.403(c) and 3.405–4(b) are revised, as follows:

§ 3.109 Restrictions on disclosure of data in proposals. [Revoked]

§ 3.110 Solicitations for informational or planning purposes. [Revoked]

§ 3.111 Protests against award. [Revoked]

§ 3.112 Disclosure of mistakes after award. [Revoked]

§ 3.113 Examination of records.

The clause in § 7.104–15 of this chapter shall be inserted in all negotiated fixed-price type contracts for services in excess of $2,500, including contracts awarded under a total or partial set-aside (see §§ 1.706–8, 1.804–4, 3.201–2(b), and 3.217–2 of this chapter) except (a) as provided in § 6.704 of this chapter, (b) contracts of the type described in § 7.502 of this chapter, and (c) contracts or purchase orders for public utility services at rates not in excess of those established for uniform applicability to the general public, or at such rates plus reasonable connection charges incident to such services.

§ 3.403 Negotiation of contract type.

* * * * *

(c) *Development and test.* Where possible, a final commitment to undertake specific product development and test should be avoided until preliminary exploration and studies have indicated a high degree of probability that the development is feasible and the Government generally has determined both its minimum requirements for product performance and schedule completion and its desired performance and schedule completion objectives. The precision with which the performance objectives can be defined will largely determine the type of contract employed, with firm-fixed-price contracts receiving first consideration. In all major system developments, and in other development programs where use of cost and performance incentives are considered desirable and administratively practicable, fixed-price-incentive and cost-plus-incentive-fee contracts are to be considered in that order of preference. The solicitation should describe the Government's minimum requirements for product performance and schedule completion, its desired performance and schedule completion objectives, and the type of contract contemplated. The Government's minimum requirements for product performance and schedule completion generally should not be considered subject to negotiation. The solicitation should also indicate the factors on which the Government will evaluate proposals and which of those factors the Government considers most important (e.g., greater weight may be assigned to the range of an aircraft than to its speed). When incentive contracts are to be used, contractors shall be required to submit targets and incentive sharing arrangements for meeting or surpassing the Government's requirements for performance and for schedule completion, together with an estimate of the cost thereof. The targets proposed by each offeror, the estimated cost thereof, and the sharing arrangements proposed should, to the extent practical, be considered by the Government in the contractor selection process. When this approach to contractor selection has been used, the resulting development program should be performed under an incentive contract which includes performance, schedule completion, and cost targets, the requisite test procedures by which attainment of performance targets will be measured, and provisions for varying profits to the extent targets are or are not met. In order to provide maximum incentive, the swing of profit variation should in each case be as wide as practical (see § 3.405–4(b)). The introduction of incentives into development is of such compelling importance that, to the extent practical, firms not willing to negotiate appropriate incentive provisions may be excluded from consideration for the award of development contracts.

§ 3.405–4 Cost-plus-incentive-fee contract.

* * * * *

(b) *Application.* The cost-plus-incentive-fee contract is suitable for use

primarily for development and test when a cost-reimbursement type of contract is found necessary in accordance with § 3.405–1(b), and when a target and a fee adjustment formula can be negotiated which are likely to provide the contractor with a positive profit incentive for effective management. In particular, where it is highly probable that the development is feasible and the Government generally has determined its desired performance objectives, the cost-plus-incentive-fee contract should be used in conjunction with performance incentives in the development of major systems, and in other development programs where use of the cost and performance incentive approach is considered both desirable and administratively practical (see § 3.403(c) and 3.407–2(b)). Range of fee and the fee adjustment formula should be negotiated so as to give appropriate weight to basic procurement objectives. For example, in an initial product development contract, it may be appropriate to negotiate a cost-plus-incentive-fee contract providing for relatively small increases or decreases in fee tied to the cost incentive feature, balanced by the inclusion of performance incentive provisions providing for significant upward or downward fee adjustment as an incentive for the contractor to meet or surpass negotiated performance targets. Conversely, in subsequent development and test contracts, it may be more appropriate to negotiate an incentive formula where the opportunity to earn additional fee is based primarily on the contractor's success in controlling costs. With regard to the cost incentive provisions of a contract, the minimum and maximum fees, and the fee adjustment formula, should be negotiated so as to provide an incentive which will be effective over variations in costs throughout the full range of reasonably foreseeable variations from target cost. Whenever this type of contract, with or without the inclusion of performance incentives, is negotiated so as to provide incentive up to a high maximum fee, the contract also shall provide for a low minimum fee, which may even be a "zero" fee or, in rare cases, a "negative fee.

* * * * *

13. Sections 3.405–5, 3.406–1, and 3.406–2 are revised; in § 3.407–2, paragraphs (a)(1) and (c)(1) are revised; paragraph (d) of § 3.408 is revised; and in § 3.501(b), the introductory portion and subparagraphs (21) and (23) are revised and new subparagraphs (50), (51), and (52) are added as follows:

§ 3.405–5 Cost-plus-a-fixed-fee contract.

(a) *Description.* The cost-plus-a-fixed-fee contract is a cost-reimbursement type of contract which provides for the payment of a fixed fee to the contractor. The fixed fee once negotiated does not vary with actual cost, but may be adjusted as a result of any subsequent changes in the work or services to be performed under the contract. Because the fixed fee does not vary in relation to the contractor's ability to control costs, the cost-plus-a-fixed-fee contract provides the contractor with only a minimum incentive for effective management control of costs.

(b) *Application.* The cost-plus-a-fixed-fee contract is suitable for use when:

(1) A cost-reimbursement type of contract is found necessary in accordance with § 3.405–1(b);

(2) The parties agree that the contract should be fee bearing;

(3) The contract is for the performance of research, or preliminary exploration or study, where the level of effort required is unknown; or

(4) The contract is for development and test where the use of a CPIF is not practical.

(c) *Limitations.* (1) This type of contract normally should not be used in the development of major weapons and equipment, once preliminary exploration and studies have indicated a high degree of probability that the development is feasible and the Government generally has determined its desired performance objectives and schedule of completion (see § 3.405–4). The cost-plus-a-fixed-fee contract shall not be used for procurements categorized as either Engineering Development or Operational System Development (see § 4.-201(a) (4) and (6) of this chapter). For contracts exceeding $1,000,000, exceptions to this policy must be processed in accordance with procedures authorized in § 1.109–3 of this chapter; and in all other cases, in accordance with the procedures authorized in § 1.109–2 of this chapter.

(2) 10 U.S.C. 2306(d) provides that in the case of a cost-plus-a-fixed-fee contract the fee shall not exceed ten percent (10%) of the estimated cost of the contract, exclusive of the fee, as determined by the Secretary concerned at the time of entering into such contract (except that a fee not in excess of fifteen percent (15%) of such estimated cost is authorized in any such contract for experimental, developmental, or research work and that a fee inclusive of the contractor's cost and not in excess of six percent (6%) of the estimated cost, exclusive of fees, as determined by the Secretary concerned at the time of entering into the contract, of the project to which such fee is applicable is authorized in contracts for architectural or engineering services relating to any public works or utility projects). As to fee limitations on subcontracts, see § 3.807–10(d).

(d) *Completion or term form.* The cost-plus-a-fixed-fee contract can be drawn in one of two basic forms, Completion or Term.

(1) The Completion form is one which describes the scope of work to be done as a clearly-defined task or job with a definite goal or target expressed and with a specific end-product required. This form of contract normally requires the contractor to complete and deliver the specified end-product (in certain instances, a final report of research accomplishing the goal or target) as a condition for payment of the entire fixed-fee established for the work and within the estimated cost if possible; however, in the event the work cannot be completed within the estimated cost, the Government can elect to require more work and effort from the contractor without increase in fee provided it increases the estimated cost.

(2) The Term form is one which describes the scope of work to be done in general terms and which obligates the contractor to devote a specified level of effort for a stated period of time for the conduct of research and development. Under this form, the fixed-fee is payable at the termination of the agreed period of time on certification of the contractor that he has exerted the level of effort specified in the contract in performing the work called for, and such performance is considered satisfactory by the Government. Renewals for further periods of performance are new procurement and involve new fee and cost arrangements.

(3) The Completion form of contract, because of differences in obligation assumed by the contractor, is to be preferred over the Term form whenever the work itself or specific milestones can be defined with sufficient precision to permit the development of estimates within which prospective contractors can reasonably be expected to complete the work, as is usually the case in advanced development and engineering development. A milestone is a definable point in a program when certain objectives can be said to have been accomplished. In contracting for Advanced Development work (see § 4.201(a)(3) of this chapter), an incentive contracting arrangement is preferred; however, if it is necessary to use a cost-plus-fixed-fee contract, it shall be the Completion form.

(4) In the case of research and exploratory development work, it is rarely possible to define the scope of work with the degree of precision necessary for contracting on a Completion basis because of the nature of the work to be performed. Hence in such cases, the Term form of contract may be considered preferable in that it provides more flexibility for effective conduct of the research effort.

(5) In no event should the Term form of contract be used unless the contractor is obligated by the contract to provide a specific level-of-effort within a definite period of time.

§ 3.406–1 Time and materials contracts.

(a) *Description.* The time and materials type of contract provides for the procurement of supplies or services on the basis of (1) direct labor hours at specified fixed hourly rates (which rates include direct and indirect labor, overhead, and profit) and (2) material at cost. Material handling costs may be included in the charge for "material at cost," to the extent they are clearly excluded from any factor of the charge computed against direct labor hours. This type of contract does not afford the contractor with any positive profit incentive to control the cost of materials or to manage his labor force effectively.

(b) *Application.* The time and materials contract is used only where it is not possible at the time of placing the contract to estimate the extent or dura-

tion of the work or to anticipate costs with any reasonable degree of confidence. Particular care should be exercised in the use of this type of contract since its nature does not encourage effective management control. Thus it is essential that this type of contract be used only where provision is made for adequate controls, including appropriate surveillance by Government personnel during performance, to give reasonable assurance that inefficient or wasteful methods are not being used. This type of contract may be used in the procurement of (1) engineering and design services in connection with the production of supplies; (2) the engineering, design and manufacture of dies, jigs, fixtures, gauges, and special machine tools; (3) repair, maintenance or overhaul work; and (4) work to be performed in emergency situations.

(c) *Limitation.* Because this type of contract does not encourage effective cost control and requires almost constant Government surveillance, it may be used only after determination that no other type of contract will suitably serve. This type of contract shall establish a ceiling price which the contractor exceeds at his own risk. The contracting officer shall document the contract file to show valid reasons for any change in the ceiling and to support the amount of such change.

(d) *Optional method of pricing material.* When the nature of the work to be performed requires the contractor to furnish material which is regularly sold to the general public in the normal course of business by the contractor, the contract may provide for charging material on a basis other than at cost if:

(1) The total estimated contract price does not exceed $25,000 or the estimated price of material so charged does not exceed twenty percent (20%) of the estimated contract price;

(2) The material to be so charged is identified in the contract;

(3) No element of profit on material so charged is included in the profit in the fixed hourly labor rates; and

(4) The contract provides that the price to be paid for such material shall be on the basis of an established catalog or list price, in effect when material is furnished, less all applicable discounts to the Government: *Provided*, That in no event shall such price be in excess of the contractor's sales price to his most favored customer for the same item in like quantity, or the current market price, whichever is lower.

§ 3.406–2 Labor-hour contract.

(a) *Description.* The labor-hour type of contract is a variant of the time and materials type contract differing only in that materials are not supplied by the contractor.

(b) *Application.* See § 3.406–1(b).

(c) *Limitations.* See § 3.406–1(c).

§ 3.407–2 Contracts with performance incentives.

(a) *Description.* * * *

(1) "Performance", as used in this section, refers not only to the performance of the article being procured, but to the performance of the contractor as well. Performance which is the minimum which the Government will accept shall be mandatory under the terms of the Completion form contract and shall warrant only the minimum profit or fee related thereto. Performance which meets the stated targets will warrant the "target" profit or fee. Performance which surpasses these targets will be rewarded by additional profit or fee. The incentive feature (providing for increases or decreases, as appropriate) is applied to performance targets rather than performance requirements.

* * * * *

(c) *Limitations.* (1) Performance incentives, when related to the performance of the product, may result in increased costs and shall always be coupled with a balancing of range of fee or profit on the cost and performance aspects, negotiated so as to give appropriate weight to basic procurement objectives. Where incentives relating to the performance of the product are included in a contract, and earliest possible delivery is of considerable importance to the Government, the contract normally should include a performance incentive relating to time of performance or for expedited delivery schedules.

* * * * *

§ 3.408 Letter contract.

* * * * *

(d) *Content.* Letter contracts shall be specifically negotiated and, as a minimum, shall include the clauses required by Subpart H, Part 7 of this chapter.

§ 3.501 Preparation of request for proposals or request for quotations.

* * * * *

(b) Generally, requests for proposals or quotations shall be in writing. However, in appropriate cases, such as the procurement of perishable subsistence, proposals or quotations may be solicited orally. Solicitations shall contain the information necessary to enable a prospective offeror to prepare a proposal or quotation properly. Written requests shall be as complete as possible and normally should contain the following information if applicable to the procurements involved:

* * * * *

(21) Instructions regarding the marking of information which is not to be disclosed to the public or used by the Government for any purpose other than the evaluation of the proposals (see § 3.506–1);

* * * * *

(23) Where DD Form 746, Request for Proposals and Proposal (1 Dec. 1963 edition) is not used, a provision for late proposals and modifications as set forth in § 3.505 and, in addition, the following notice shall be prominently set forth in the request for proposals (in the case of request for quotations, the provision in § 3.505 and the following notice will be appropriately modified):

Caution—Late Proposals. See the special provision in this solicitation entitled "Late Proposals".

* * * * *

(50) When the procurement involves a set-aside for labor surplus area or small business concerns, the following provision will be placed on the face of the solicitation form or on a cover sheet:

This is a ____% set aside for (small business) (labor surplus area) concerns. (Mar. 1964)

(51) A statement that prospective offerors may submit inquiries by writing or calling (collect calls not accepted) Mr. (insert name and address; telephone area code, number, and extension); and

(52) When using DD Form 746, on the face thereof or on a cover sheet, a brief description of the items being procured, unless the contracting officer considers such to be unnecessary or impractical.

14. New §§ 3.502, 3.503, 3.504, 3.505, 3.506, 3.506–1, 3.506–2, 3.507, 3.508, and 3.509 are added, to read as follows:

§ 3.502 Solicitation for informational or planning purposes.

See § 1.309 of this chapter.

§ 3.503 Bidders mailing lists.

Bidders mailing lists for negotiated procurements shall be established, maintained, and utilized in accordance with § 2.205 of this chapter.

§ 3.504 Amendment of request for proposals and request for quotations—prior to closing date.

(a) If after issuance of a request for proposals or quotations but before the closing date for their receipt it becomes necessary to make significant changes in quantity, specifications, or delivery schedules, any change in closing dates or to correct a defect or ambiguity, such change shall be accomplished by issuance of an amendment to the request. DD Form 746s (see § 16.203 of this chapter) shall be used for amending a request for proposals. Requests for quotations may be amended by letter.

(b) When it is considered necessary to issue an amendment to a request for proposals or request for quotations, the period of time remaining before closing and the need for extending this period by postponing the time set for closing must be considered. Where only a short time remains before the time set for closing, consideration should be given to notifying offerors or quoters of an extension of time by telegram or telephone. Such notification should be confirmed in the amendment.

(c) Any information given to a prospective offeror or quoter concerning a request for proposals or request for quotations shall be furnished promptly to all other prospective offerors or quoters as an amendment to the request if such information is necessary to offerors or quoters in submitting proposals or quotations on the request or if the lack of such information would be prejudicial to uninformed offerors or quoters. No award shall be made on a request for proposals unless such amendment thereto has been issued in sufficient time to permit prospective offerors to consider such information in submitting or modifying their proposals.

§ 3.505 Late proposals and modifications.

(a) Proposals which are received in the office designated in the requests for proposals after the time specified for their submission are "Late Proposals." Late proposals shall not be considered for award, except under the circumstances set forth in § 2.303 of this chapter relating to late bids or where only one proposal is received. (For the purpose of applying the late bid rules to late proposals, unless a specific time for receipt of proposals is stated in the request for proposals, the time for such receipt shall be deemed to be the time for close of business of the office designated for receipt of proposals on the date stated in the request for proposals.) Notwithstanding the provisions of § 1.109 of this chapter, exceptions may be authorized only by the Secretary concerned, and only where consideration of a late proposal is of extreme importance to the Government, as for example where it offers some important technical or scientific breakthrough. To determine the possible existence of such extreme importance, notwithstanding § 2.303–7 of this chapter, all late proposals shall be opened prior to award and if not considered for award shall be returned to the offeror.

(b) In the exceptional circumstance where the Secretary concerned authorizes an exception from paragraph (a) of this section, the contracting officer shall resolicit all firms (including late offerors) which have submitted proposals and are determined to be capable of meeting current requirements. Such resolicitation shall specify a date for submission of new proposals and include the "Late Proposals" provision set forth in paragraph (d) of this section.

(c) The normal revisions of proposals by selected offerors occurring during the usual conduct of negotiations with such offerors are not to be considered as late proposals but shall be handled in accordance with § 3.805–1(b).

(d) Written requests for proposals shall contain the following provisions:

LATE PROPOSALS (JAN. 1964)

(a) Proposals and modifications received at the office designated in the request for proposals after the close of business on the date set for receipt thereof (or after the time set for receipt if a particular time is specified) will not be considered unless:

(i) They are received before award is made; and either

(ii) They are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained, or by telegraph; and, it is determined by the Government that late receipt was due solely to delay in the mails, or delay by the telegraph company, for which the offeror was not responsible; or

(iii) If submitted by mail or telegram, it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; *provided*, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt at such installation (if readily available) within the control of such installation or of the post office serving it.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late proposal was timely mailed.

(c) The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office station of mailing which established an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (i) where the Receipt for Certified Mail identifies the post office station of mailing evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (ii) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

(e) Offerors submitting late proposals or modifications shall be notified in accordance with § 2.303–6 of this chapter, except that the notices provided for therein shall be appropriately modified to relate to the request for proposals and the proposal or modifications thereunder.

(f) The provisions of paragraphs (a) through (c) of this section are also applicable to late quotations. In the case of a request for quotations, the provision set forth in paragraph (d) of this section will be appropriately modified.

(g) Modifications of proposals (other than the normal revisions of proposals by selected offerors during the usual conduct of negotiations with such offerors) which are received in the office designated in the requests for proposals after the time specified for submission of proposals are "late modifications". Late modifications shall be subject to the rules applicable to late proposals set forth in this section. However, a modification received from an otherwise successful offeror which is favorable to the Government shall be considered at any time that such modification is received. The provisions of this section are also applicable to late modifications to quotations.

(h) The provisions of this section apply only to purchases in excess of $2,500.

§ 3.506 Treatment of procurement information.

§ 3.506–1 Restrictions on disclosure of data in proposals.

Requests for proposals may require the offeror to submit data with his proposal which may include a design or plan for accomplishing the objectives of the procurement. Such data may include information which the offeror does not want disclosed to the public or used by the Government for any purpose other than evaluation of the proposals. Offerors shall mark each sheet of data which they so wish to restrict with the legend set forth below:

This data furnished in response to RFP No. ------, shall not be disclosed outside the Government or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal: *Provided*, That if a contract is awarded to this offeror as a result of or in connection with the submission of such data, the Government shall have the right to duplicate, use, or disclose this data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source. (Mar. 1958)

Contracting officers shall not refuse to consider any proposal merely because data submitted with that proposal is so marked. Data so marked shall be used only to evaluate proposals and shall not be disclosed outside the Government without the written permission of the offeror except under the conditions provided in the legend. If it is desired to duplicate, use, or disclose the data of the offeror to which the contract is awarded, for purposes other than to evaluate the proposal, the contract should so provide in accordance with § 9.202–6 of this chapter. See § 9.201 of this chapter for a description of "data" and Subpart B, Part 9 of this chapter in general, for the policy, instructions, and contract clauses with respect to the acquisition and use of data.

§ 3.506–2 Disclosure of information during the pre-award or pre-acceptance period.

(a) *General.* After receipt of proposals, no information contained in any proposal or regarding the number or identity of the offerors shall be made available to the public, or to anyone within the Government not having a legitimate interest therein, except in accordance with § 3.507(a).

(b) *Equal consideration and information to all prospective contractors.* Discussions with prospective contractors regarding a potential procurement and the transmission of technical or other information shall be conducted only by the contracting officer, his superiors having contractual authority or others specifically authorized. Such personnel shall not furnish any information to a potential supplier which alone or together with other information may afford him an advantage over others. However, general information which would not be prejudicial to others may be furnished upon request, e.g., explanation of a particular contract clause or a particular condition of the schedule. When necessary to clarify ambiguities, or correct mistakes or omissions, an appropriate amendment to the solicitation shall be furnished in a timely manner to all to whom the solicitation has been furnished. See § 3.504.

§ 3.507 Information to unsuccessful offerors.

(a) *Pre-award notice of unacceptable offers.* In any procurement in excess of $10,000 in which it appears that the period of evaluation of proposals is likely to exceed 30 days or in which a limited number of suppliers have been selected for additional negotiation (see § 3.805–1), the contracting officer, upon determination that a proposal is unacceptable,

shall provide prompt notice of that fact to the source submitting the proposal. Such notice need not be given where disclosure will in some way prejudice the Government's interest or where the proposed contract is:

(1) For subsistence;

(2) Negotiated pursuant to 10 U.S.C. 2304(a)(4), (5), or (6) (see §§ 3.204, 3.205 and 3.206);

(3) Negotiated with a foreign supplier when only foreign sources of supplies or services have been solicited; or

(4) To be awarded within a few days and notice pursuant to paragraph (b) of this section would suffice.

In addition to stating that the proposal has been determined unacceptable, notice to the offeror shall indicate, in general terms, the basis for such determination and shall advise that, since further negotiation with him concerning this procurement is not contemplated, a revision of his proposal will not be considered.

(b) *Post-award notice of unaccepted offers.* (1) Promptly after making all awards in any procurement in excess of $10,000, the contracting officer shall give written notice to the unsuccessful offerors that their proposals were not accepted, except that such notice need not be given where notice has been provided pursuant to paragraph (a) of this section or the contract is for subsistence, or is negotiated pursuant to 10 U.S.C. 2304(a)(4), (5), or (6) (see §§ 3.204, 3.205 or 3.206); or is negotiated with a foreign supplier when only foreign sources of supplies or services have been solicited. Such notice shall also include:

(i) The number of prospective contractors solicited;

(ii) The number of proposals received;

(iii) The name and address of each offeror receiving an award;

(iv) The items, quantities, and unit prices of each award; *provided* that, where the number of items or other factors makes the listing of unit prices impracticable, only the total contract price need be furnished; and

(v) In general terms, the reasons why the offeror's proposal was not accepted, except where the price information in subdivision (iv) of this subparagraph readily reveals such reason, but in no event will an offeror's cost breakdown, profit, overhead rates, trade secrets, manufacturing processes and techniques, or other confidential business information be disclosed to any other offeror.

Additional information as to why an offeror's proposal was not accepted should be provided to the offeror upon his request to the contracting officer, subject to the limitation in subdivision (v) of this subparagraph.

(2) In procurements of $10,000 or less and subject to the exceptions in subparagraph (1), of this paragraph, the information described in subparagraph (1) of this paragraph shall be furnished to unsuccessful offerors upon request.

(c) *Classified information.* Classified information shall be furnished only in accordance with regulations governing classified information.

§ 3.508 Protests against award.

Protests against awards of negotiated procurements shall be treated substantially in accordance with § 2.407–9 of this chapter.

§ 3.509 Disclosure of mistakes after award.

When a mistake in a contractor's proposal is not discovered until after award, the authority to correct mistakes contained in § 2.406–4 of this chapter may be utilized in accordance with the limitations and procedures set forth therein.

§ 3.603 [Amended]

15. In § 3.603, the reference to "§ 3.106(a)(2)", near the end of the section, is changed to read "§ 3.507(b)(2)."

16. Section 3.802–2 is revised; § 3.802–3 is revoked; § 3.804 is revised; and §§ 3.804–1 and 3.804–2 are revoked, as follows:

§ 3.802–2 Selection of prospective sources.

Selection of qualified sources for solicitation of proposals is basic to sound pricing. Proposals should be solicited from a sufficient number of competent potential sources to insure adequate competition. (See §§ 1.302, 1.702, 1.902, 3.101, 3.104, 3.105, 4.205–1 and 12.102 of this chapter.) The bidders mailing lists prescribed by § 3.503 should be used when appropriate.

§ 3.802–3 Requests for proposals. [Revoked]

§ 3.804 Conduct of negotiations.

Evaluation of offerors' or contractors' proposals, including price revision proposals, by all personnel concerned, with the procurement, as well as subsequent negotiations with the offeror or contractor, shall be completed expeditiously. Complete agreement of the parties on all basic issues shall be the objective of the contract negotiations. Oral discussions or written communications shall be conducted with offerors to the extent necessary to resolve uncertainties relating to the purchase or the price to be paid. Basic questions should not be left for later agreement during price revisions or other supplemental proceedings. Cost and profit figures of one offeror or contractor shall not be revealed to other offerors or contractors.

§ 3.804–1 General. [Revoked]

§ 3.804–2 Late proposals and modifications. [Revoked]

17. Paragraphs (a)(5), (b), and (e) of § 3.805–1 are revised; and new subparagraph (9) is added to § 3.808–5(d), as follows:

§ 3.805–1 General.

(a) * * *

(5) Procurements in which it can be clearly demonstrated from the existence of adequate competition or accurate prior cost experience with the product or service that acceptance of the most favorable initial proposal without discussion would result in a fair and reasonable price: *Provided, however,* That in such procurements, the requests for proposals shall notify all offerors of the possibility that award may be made without discussion of proposals received and hence, that proposals should be submitted initially on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government. In any case where there is uncertainty as to the pricing or technical aspects of any proposals, the contracting officer shall not make award without further exploration and discussion prior to award. Also, when the proposal most advantageous to the Government involves a material departure from the stated requirements, consideration shall be given to offering the other firms which submitted proposals an opportunity to submit new proposals on a technical basis which is comparable to that of the most advantageous proposal: *Provided,* That this can be done without revealing to the other firms any information which is entitled to protection under § 3.506–1.

(b) Whenever negotiations are conducted with more than one offeror, no indication shall be made to any offeror of a price which must be met to obtain further consideration since such practice constitutes an auction technique which must be avoided. After receipt of proposals, no information regarding the number or identity of the offerors participating in the negotiations shall be made available to the public or to any one whose official duties do not require such knowledge. Whenever negotiations are conducted with several offerors, while such negotiations may be conducted successively, all offerors selected to participate in such negotiations (see paragraph (a) of this section) shall be offered an equitable opportunity to submit such price, technical, or other revisions in their proposals as may result from the negotiations. All such offerors shall be informed of the specified date (and time if desired) of the closing of negotiations and that any revisions to their proposals must be submitted by that date. All such offerors shall be informed that any revision received after such date shall be treated as a late proposal in accordance with the "Late Proposals" provisions of the request for proposals. (In the exceptional circumstance where the Secretary concerned authorizes consideration of such a late proposal, resolicitation shall be limited to the selected offerors with whom negotiations have been conducted.) In addition, all such offerors shall also be informed that after the specified date for the closing of negotiation no information other than notice of unacceptability of proposal, if applicable (see § 3.507), will be furnished to any offeror until award has been made.

* * * * *

(e) When, during negotiations, a substantial change occurs in the Government's requirements or a decision is reached to relax, increase or otherwise modify the scope of the work or statement of requirements, such change or modification shall be made in writing as an amendment to the request for proposal or request for quotations, and a copy shall be furnished to each prospec-

tive contractor. See §§ 3.504 and 3.506. Oral advice of change or modification may be given if (1) the changes involved are not complex in nature, (2) all prospective contractors are notified simultaneously (preferably by a meeting with the contracting officer), and (3) a record is made of the oral advice given. In such instances, however, the oral advice should be promptly followed by a written amendment verifying such oral advice previously given. The dissemination of oral advice of changes or modifications separately to each prospective bidder during individual negotiation sessions should be avoided unless preceded, accompanied, or immediately followed by a written amendment to the request for proposal or request for quotations embodying such changes or modifications.

§ 3.808–5 Assignment of values to specific factors.

* * * * *

(d) *Record of contract performance.* * * *

(9) Engineering development and operational systems development contracts—for assistance in evaluating the past and present performance of a contractor who has engaged in engineering development or operational systems development, a complete transcript of his Contractor Performance Evaluation Reports may be requested from the Director of the Contractor Performance Evaluation Program. Such transcript or a statement that there is no record on file shall always be obtained for procurements in excess of $1,000,000 (see § 4.215 of this chapter).

* * * * *

PART 4—SPECIAL TYPES AND METHODS OF PROCUREMENT

18. Section 4.201 is revised; in § 4.205–2, paragraph (b) is revised and new paragraph (c) is added; in § 4.205–4, paragraph (c) is revised and new paragraph (d) is added; new § 4.215 is added, to read as follows:

§ 4.201 Definitions.

(a) The following definitions of the term "research and development" are those set forth by the Department of Defense for the reporting of research, development, and engineering program information, and are primarily designed for program control. To enable procurement personnel to understand the meaning of these words as used by research and development personnel, the definitions are set forth here for information purposes. As the term "research and development" is used in this subchapter, it ordinarily encompasses only the first four of the categories set forth below. The definitions set forth in subparagraphs (5) and (6) of this paragraph are not likely to coincide with the meaning of "research and development" as that term is used for procurement purposes. For example, "military construction of a general nature unrelated to specific programs", as included in subparagraph (5) of this paragraph would not be within "research and development" for procurement purposes in the case of construction of recreation facilities at an installation used exclusively for research and development. The facts of a particular case, however, may be such that subparagraphs (5) and (6) of this paragraph would include a procurement which satisfies the procurement meaning of the term research and development.

(1) *Research.* Includes all effort directed toward increased knowledge of natural phenomena and environment and efforts directed toward the solution of problems in the physical, behavioral and social sciences that have no clear direct military application. It would, thus, by definition, include all basic research and, in addition, that applied research directed toward the expansion of knowledge in various scientific areas. It does not include efforts directed to prove the feasibility of solutions of problems of immediate military importance or time-oriented investigations and developments.

(2) *Exploratory development.* Includes all effort directed toward the solution of specific military problems, short of major development projects. This type of effort may vary from fairly fundamental applied research to quite sophisticated bread-board hardware, study, programming and planning efforts. It would thus include studies, investigations and minor development effort. The dominant characteristic of this category of effort is that it be pointed toward specific military problem areas with a view toward developing and evaluating the feasibility and practicability of proposed solutions and determining their parameters.

(3) *Advanced development.* Includes all effort directed toward projects which have moved into the development of hardware for experimental or operational test. It is characterized by line item projects and program control is exercised on a project basis. A further descriptive characteristic lies in the design of such items being directed toward hardware for test or experimentation as opposed to items designed and engineered for eventual service use.

(4) *Engineering development.* Includes all effort directed toward those development programs being engineered for Service use but which have not yet been approved for procurement or operation. This area is characterized by major line item projects and program control will be exercised by review of individual projects.

(5) *Management and support.* Includes all effort directed toward support of installations or operations required for general research and development use. Included would be military construction of a general nature unrelated to specific programs, maintenance support of laboratories, operation and maintenance of test ranges, and maintenance of test aircraft and ships. Costs of laboratory personnel, either in-house or contract-operated, would be assigned to appropriate projects or as a line item in the Research, Exploratory Development, or Advanced Development Program areas, as appropriate. Military construction costs directly related to a major development program will be included in the appropriate element.

(6) *Operational system development.* Includes all effort directed toward development, engineering and test of systems, support programs, vehicles and weapons that have been approved for production and Service deployment. This area is included for convenience in considering all RDT&E projects. All items in this area are major line item projects which appear as RDT&E Costs of Weapons Systems Elements in other programs. Program control will thus be exercised by review of the individual research and development effort in each Weapon System Element.

(b) "Educational or other nonprofit organization" means any corporation, foundation, trust, or institution operated for scientific, educational, or medical purposes, not organized for profit, no part of the net earnings of which inures to the profit of any private shareholder or individual.

(c) "Unsolicited proposal" is a research or development proposal which is made to the Government by a prospective contractor without prior formal or informal solicitation from a purchasing activity.

§ 4.205–2 Solicitation.

* * * * *

(b) In soliciting proposals for the conduct of research and exploratory development, it may be desirable for the Government to furnish prospective contractors with certain information to elaborate on the proposed statement of work, permit optimum response by offerors, and allow more timely and comparable evaluation of proposals by the Government. This information normally should consist of the Government's estimate of the scientific and technical man-effort, or other reasonable indicators, it envisions when it is not possible to describe the magnitude of the proposed work to a sufficiently definitive degree. For example, the estimated effort may be expressed in terms of numbers of man-months or years in particular occupational categories. This technique may be appropriate in cases of contracts for research studies, investigations, or laboratory scale evaluations of feasibility where the Government desires to limit the scope of effort or depth of research. Where the degree of effort type of information is furnished, it should be made clear that such information is advisory only and is not cause for restricting what the contractor believes to be a meritorious technical proposal.

(c) In addition to paragraph (a) of this section, exploratory requests may be used to determine the existence of ideas or prior work in specific fields of research. However, the request for such information shall clearly state that it does not impose any obligation on the Government or signify a firm intention of the Government to enter into a contract.

§ 4.205–4 Evaluation for award.

* * * * *

(c) In determining to whom the contract shall be awarded, the contracting officer shall consider not only technical competence, but also all other pertinent factors including management capabilities, cost controls, and past performance in adhering to contract requirements, weighing each factor in accordance with the requirements of the particular procurement (see § 1.903 of this chapter). The contracting officer shall notify those sources whose proposals or offers have been determined to be unacceptable of that decision in accordance with § 3.507 of this chapter.

(d) In evaluating proposals for engineering development and operational systems development contracts, the source selection board or the contracting officer shall obtain from the Director of the Contractor Performance Evaluation Program a complete transcript of the performance evaluations of all contractors submitting acceptable proposals, or a statement that there is no record on file (see § 4.215). Such information shall be furnished by the Director within seven working days from receipt of the request.

§ 4.215 Contractor Performance Evaluation Program.

The Contractor Performance Evaluation Program is a procedure for determining and recording the effectiveness of engineering development and operational systems development contractors in meeting the performance, schedule, and cost provisions of their contracts. The program requires project managers within the Military Departments to submit periodic Contractor Performance Evaluation Reports (see DD Form 1446 series) for such contracts whose projected cost for a single year will exceed $5,000,000, or whose projected over-all cost will exceed $20,000,000. After review or certification by the appropriate Departmental Contractor Performance Evaluation Group (see DD Form 1447 series), the report is submitted to the contractor and then transmitted, with the contractor's comments, to the Director of the Contractor Performance Evaluation Program, Office of the Assistant Secretary of Defense (Installations and Logistics), for storage in a central data bank and use by source selection boards and contracting officers. Detailed procedures for this program are set forth in the Department of Defense Guide to the Evaluation of the Performance of Major Development Contractors.

PART 5—INTERDEPARTMENTAL AND COORDINATED PROCUREMENT

19. The table in paragraph (a) of § 5.102–3 is amended by deleting an item in FSC Group 26, and revising another item in FSC group 74, as follows:

§ 5.102–3 Applicability of listed Federal Supply Schedules.

* * * * *

(a) *Mandatory nationally.*

FSC Group	FSC Class	Title of schedule	Remarks
*	*	* *	* * *
26	----------	TIRES AND TUBES, PART I	
	2620	Tires and tubes, pneumatic, aircraft----------	[Deleted.]
*	*	* *	* * *
74	----------	OFFICE MACHINES, PART VI	Not mandatory for repair and maintenance.
	7410	Punched card system machines.	
	7440	Automatic data processing systems.	
*	*	* *	* * *

20. New § 5.703 is added, and in § 5.1201–6, the table is amended as indicated, and new footnote "8" is added to the footnotes at the end of the table, as follows:

§ 5.703 Procuring helium under Public Law 86–777.

(a) It is the policy of the Department of Defense to obtain its requirements of helium from the Department of Interior.

(b) Each Department of Defense procuring activity shall attempt to obtain its total helium requirements (gaseous, liquid) from the Department of the Interior (Bureau of Mines) prior to placing contracts with a private contractor for supply of helium.

§ 5.1201–6 Defense Supply Agency.

* * * * *

Federal supply class code	Commodity	Content
	MEDICAL, DENTAL, VETERINARY AND RELATED EQUIPMENT AND SUPPLIES [8]	
6505 [8]----------	Drugs, biologicals, and official reagents.	
* * *	* * *	*
6530 [8]----------	Hospital furniture, equipment, utensils, and supplies.	
* * *	* * *	* * *

* * * * *

[8] All Department of Defense requirements for helium shall be purchased from the Department of the Interior (see 5–703).

21. In § 5.1203, the list under Plant Index No. 815684 is amended as follows:

§ 5.1203 Plant cognizance procurement assignments.

AIRCRAFT PLANTS

Plant Index No.	Manufacturer	Location	Current procurement and mobilization planning assigned to—
* * *	* * *	* * *	* * *
815684	Northrop Corp., Northrop Ventura, 1515 Rancho Conejo Boulevard, Newbury Park.	Ventura County, Calif----------	Navy.
	* * *	* * *	* * *

PART 6—FOREIGN PURCHASES

22. Section 6.101 (d) and (e) is revised; in § 6.103–5 paragraph (a) is revised and new subparagraph (4) is added to paragraph (c); and §§ 6.104–4 (b) and (d) and 6.201–5 are revised, as follows:

§ 6.101 Definitions.

* * * * *

(d) "Domestic source end product" means an unmanufactured end product which has been mined or produced in the United States, or an end product manufactured in the United States if the cost of its components which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and, in the case of components of foreign origin, duty (whether or not a duty free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (a) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or (b) as to which the Secretary concerned has

determined that it would be inconsistent with the public interest to apply the restrictions of the Act.

(e) "Canadian end product" means an unmanufactured end product mined or produced in Canada, or an end product manufactured in Canada if the cost of its components which are mined, produced, or manufactured in Canada or the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product. See § 6.103–5.

* * * * *

§ 6.103–5 Canadian supplies.

(a) *Listed.* The Secretaries of the Departments have determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act with respect to certain supplies, which have been determined to be of a military character or involved in programs of mutual interest to the United States and Canada, where such supplies are mined, produced, or manufactured in Canada and either (1) are Canadian end products offered by the lowest acceptable bid or proposal or (2) are incorporated in end products manufactured in the United States. Each Department maintains a list of these supplies, which is approved by the Secretary concerned. (The Departmental lists provide that parts and equipment for listed supplies are considered to be included in the lists, even though not separately listed, when they are procured under a contract that also calls for listed supplies.)

* * * * *

(c) *Application of Canadian exception.* The effect of paragraphs (a) and (b) of this section may be summarized as follows.

* * * * *

(4) Award will not be made for a Canadian end product if there is a lower bid or proposal which would be acceptable in the absence of the Buy American Act.

* * * * *

§ 6.104–4 Evaluation of bids and proposals.

* * * * *

(b) Except as provided in paragraph (d) of this section, bids and proposals shall be evaluated so as to give preference to domestic bids. For the purpose of evaluation, a factor of 6 percent of each foreign bid (which is not a low bid offering a Canadian end product) shall be added to that foreign bid, except that where the firm submitting the low acceptable domestic bid is a small business concern, or a labor surplus area concern, or both—

(1) The proposed award shall be submitted to the Secretary if required pursuant to paragraph (c) of this section, or

(2) If not required to be submitted under paragraph (c) of this section, then a factor of 12 percent (in lieu of the 6 percent factor) of each such foreign bid shall be added to that foreign bid, except that where small purchase procedures (see Subpart F, Part 3 of this chapter) are used, the 6 percent factor shall apply. Except for those cases forwarded to the Secretary pursuant to paragraph (c) of this section, award shall be made to the low acceptable bidder. When more than one line item is offered in response to an invitation for bids or request for proposals, the appropriate factor shall be applied on an item-by-item basis, except that the factor may be applied to any group of items as to which the invitation for bids or request for proposals specifically provides that award may be made on a particular group of items.

* * * * *

(d) (1) Low bids offering Canadian end products on the lists described in § 6.103–5(a) shall be evaluated on a parity with domestic bids, i.e., neither a price differential nor duty shall be added.

(2) Low bids offering Canadian end products of the type described in § 6.103–5(b) shall be evaluated on a parity with domestic bids (whether or not a duty-free entry certificate may be issued) except that any applicable duty shall be added.

§ 6.201–5 Domestic construction material.

Domestic construction material means an unmanufactured construction material which has been mined or produced in the United States, or a manufactured construction material which has been manufactured in the United States if the cost of its components which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the construction material and, in the case of components of foreign origin, duty (whether or not a duty free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact), if the construction material in which it is incorporated is manufactured in the United States and the component is of a class or kind determined by the Department concerned to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

23. Paragraph (d) of § 6.701 is revised, and new §§ 6.705, 6.705–1, 6.705–2, and 6.705–3 are added, as follows:

§ 6.701 Definitions.

* * * * *

(d) "United States end product" means an unmanufactured end product which has been mined or produced in the United States, or an end product manufactured in the United States if the cost of components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and, in the case of a component of foreign origin, duty (whether or not a duty free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

* * * * *

§ 6.705 Procurements for military assistance sales.

§ 6.705–1 Scope.

Sections 6.705–6.705–3 set forth policies and procedures applicable to procurements for the purpose of military assistance sales pursuant to the Foreign Assistance Act of 1961. It does not apply to sales made from inventories or stock or to procurements for replenishment of inventories or stocks.

§ 6.705–2 General.

(a) (1) Department of Defense policy prohibits sales of unclassified defense articles to the Government of any economically developed nation unless such articles are not generally available for purchase by such nations from commercial sources in the United States, except if this prohibition has been waived by the Secretary of Defense. Note that this prohibition is not limited to commercial articles: it extends to unclassified articles of a military nature, or manufactured according to military specifications, so long as they are generally available to foreign countries from United States commercial sources. Further, this prohibition applies, as a matter of policy, whether or not the sale depends on section 507(b) of the Foreign Assistance Act of 1961, as amended, unless a waiver by the Secretary of Defense applies.

(2) Current information as to "economically developed nations" and as to waivers of the prohibition in subparagraph (1) of this paragraph is available, in the Army, from the Mutual Security Office, Army Materiel Command; in the Navy, from the Office of the Chief of Naval Operations (Op–41); and in the Air Force, from the Assistant for Mutual Security, Deputy Chief of Staff, Systems and Logistics. If a foreign government seeks to purchase items from any Department of Defense activity and there is doubt as to whether the items are available from commercial sources in the United States, the department concerned may suggest the names of possible commercial sources to the foreign government to assist in making the determination.

(b) In connection with each military assistance sale expected to involve procurement in excess of $10,000 where the procurement involved cannot be placed on the basis of price competition (as, for example, where the foreign customer has designated only one source as acceptable), before the Department of Defense furnishes prices for information purposes to potential foreign customers, prices shall be requested from prospective sources and such request shall state that it is for information for the purpose of a military assistance sale and shall identify the customer.

§ 6.705–3 Pricing procurements for military assistance sales.

(a) When the Department of Defense undertakes procurement for sale to a foreign country which has committed itself to bear the cost of the procurement, the Department of Defense assumes responsibility to see to it that no more than a fair price is paid for the procurement. Accordingly, military assistance sales contracts shall be priced on the same principles and with the same care as are used in pricing normal Defense contracts. But this does not mean that prices of normal Defense contracts for an item are automatically applicable to military assistance sales contracts for the same item. On the contrary, application to military assistance sales contracts of the pricing principles established by Subpart H, Part 3, and Part 15 of this chapter may require pricing results that differ from normal Defense contract prices for the same item because certain kinds of costs may reasonably and allocably arise in different amounts for the former than for the latter.

(b) If the contractor has made sales of an item to foreign customers under comparable conditions including quantity and delivery, the price of such sales generally should be used as a guide in pricing military assistance sales contracts for the same or similar items, subject to price analysis under the provisions of Subpart H, Part 3 of this chapter. Cost analysis should be used only if required by Subpart H, Part 3 of this chapter.

(c) In pricing military assistance sales contracts where non-U.S. Government prices, as described in paragraph (b) of this section, do not exist, recognition should be given to costs of doing business with a foreign government (even though the form of the transaction is a Defense procurement for the purpose of military assistance sales) whenever comparable costs of doing business with the United States would be recognized in pricing normal Defense contracts. Thus, recognition should be given to reasonable and allocable costs even though they might not be recognized in the same amounts in pricing normal Defense contracts. Examples of such costs include, but are not limited to, the following: selling costs, including maintenance of international sales and service organizations and sales commissions and fees (except as limited by § 15.205–37(c) of this chapter); product support and postdelivery service costs; costs of translating technical manuals and comparable material; and costs that are the subject of advance understanding, in accordance with § 15.107 of this chapter, where the advance understanding places a limit on the amounts of a cost that will be recognized in Defense contract pricing and the understanding contemplated that it will apply only to normal Defense contracts (as distinguished from military assistance sales contracts). On the other hand, kinds of costs that are not allowable under Part 15 of this chapter (e.g., entertainment costs) are not allowable in pricing military assistance sales contracts.

PART 7—CONTRACT CLAUSES

24. Section 7.104–15 is revised; in § 7.108–1, the clause heading and clause paragraph (a) are revised; and in § 7.108–2, the clause heading and clause paragraph (a) are revised, to read as follows:

§ 7.104–15 Examination of records.

Pursuant to 10 U.S.C. 2313(b), the following clause will be inserted in all negotiated fixed-price supply contracts in excess of $2,500, including contracts awarded under a total (Small Business Restricted Advertising) or partial set-aside, except as provided in § 6.704 of this chapter.

EXAMINATION OF RECORDS (FEB. 1962)

(a) 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 to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.

(b) 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 the 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.

When Standard Form 32 is used, the form need not be changed to delete the parenthetical sentence preceding paragraph (a) of the clause. (For services contracts, see § 3.113 of this chapter.

§ 7.108–1 Firm targets.

* * * * *

INCENTIVE PRICE REVISION (FIRM TARGET) (MAR. 1964)

(a) *General.* The supplies or services identified in the Schedule as Items _____ are subject to price revision in accordance with the provisions of this clause: *Provided,* That in no event shall the total final price of such items exceed _____ dollars ($_____). Any supplies or services which are to be ordered separately under, or otherwise added to, this contract, and which are to be subject to price revision in accordance with the provisions of this clause, shall be identified as such in a modification to this contract.

* * * * *

§ 7.108–2 Successive targets.

* * * * *

INCENTIVE PRICE REVISION (SUCCESSIVE TARGETS) (MAR. 1964)

(a) *General.* The supplies or services identified in the Schedule as Items _____ are subject to price revision in accordance with the provisions of this clause: *Provided,* That in no event shall the total final price of such items exceed _____ dollars ($_____). The prices of these items as shown in the Schedule are the initial target prices, which include an initial target profit of _____ percent (_____%) of the initial target cost. Any supplies or services which are to be ordered separately under, or otherwise added to, this contract, and which are to be subject to price revision in accordance with the provisions of this clause, shall be identified as such in a modification to this contract.

* * * * *

25. In § 7.203–4(b), clause heading and clause paragraph (c) are revised; in § 7.203–4(c), subparagraphs (3) and (4) are revised and subparagraph (5) is revoked; and §§ 7.204–14 and 7.402–3 are revised, as follows:

§ 7.203–4 Allowable cost, fee, and payment.

* * * * *

(b) * * *

ALLOWABLE COST, INCENTIVE FEE, AND PAYMENT (MAR. 1964)

* * * * *

(c) Promptly after receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the Contracting Officer. Payment of fee shall be made to the Contractor as specified in the Schedule: *Provided, however,* That whenever in the opinion of the Contracting Officer, the Contractor's performance or cost then incurred indicates that target fee will not be achieved, payment of fee will be based on such lesser fee, not lower than the minimum fee, as the Contracting Officer may determine to be appropriate: *And provided further,* That after payment of eighty-five per cent (85%) of the applicable fee, further payment on account of the fee shall be withheld until a reserve of either fifteen per cent (15%) of the applicable fee, or one hundred thousand dollars ($100,000), whichever is less, shall have been set aside. When the Contracting Officer has ordered that fee payments be reduced in accordance with the foregoing, he may increase the basis for payment to an amount not to exceed the target fee upon an affirmative showing by the Contractor that such action is justified and equitable.

* * * * *

(c) * * *

(3) In respect to paragraph (c) of the clause set forth in paragraph (b) of this section, generally, the payment of fee provisions in the Schedule should be based on target fee.

(4) In the case of cost-sharing contracts and cost-reimbursement type supply contracts without fee—

(i) Insert the following sentence in lieu of the second sentence of paragraph (c) of the clause set forth above, except that, if the contract does not provide for cost-sharing, delete the parenthetical references to the Government's share—

After payment of an amount equal to eighty percent (80%) of (the Government's share of) the total estimated cost of performance of this contract set forth in the Schedule, further payment on account of allowable cost shall be withheld until a reserve of either one percent (1%) of (the Government's share of) such total estimated cost, or one hundred thousand dollars ($100,000), whichever is less, shall have been set aside.

(ii) Delete the words "and any part of the fixed fee" from paragraph (e) of the clause set forth in paragraph (a) of this section;

(iii) In contracts which provide for cost-sharing, change paragraph (a) of

the clause set forth in paragraph (a) of this section as follows, except in contracts of the Department of the Navy, substitute the words "the Director, Contract Audit Division, Office of the Comptroller of the Navy, Washington, D.C." for the words "the Contracting Officer" in line 2 of (a) (1) below:

(a) (1) The allowability of costs incurred in the performance of this contract shall be determined by the Contracting Officer in accordance with—

(i) Part 2 of Section XV of the Armed Services Procurement Regulation as in effect on the date of this contract; and

(ii) The terms of this contract.

and

(iv) Change the title of the clause set forth in paragraph (a) of this section to "Allowable Cost and Payment".

(5) [Revoked]

§ 7.204–14 Gratuities.

Insert the clause set forth in § 7.104–16, except in contracts and purchase orders with foreign governments obligating solely funds other than those contained in Department of Defense appropriation acts.

§ 7.402–3 Allowable cost, fee, and payment.

(a) Except as provided in paragraph (b) of this section, the clause set forth in § 7.203–4(a) shall be inserted in all cost-reimbursement type research and development contracts. Additional instructions for use are in paragraph (c) of this section.

(b) When, pursuant to § 3.405–4 of this chapter, incentive revision of the fee in a cost-reimbursement type research and development contract is to be provided, the clause set forth in § 7.203–4 (b) shall be included in the contract. Additional instructions for use of the clause are in paragraph (c) of this section.

(c) In the clauses prescribed in paragraphs (a) and (b) of this section, the following changes shall be made.

(1) Substitute in contracts of the Department of the Navy, "the Director, Contract Audit Division, Office of the Comptroller of the Navy, Washington, D.C." for "the Contracting Officer" in paragraphs (a), (b), (c), and (d). For approvals with regard to fixed-price type subcontracts providing for progress payments, pursuant to paragraph (c) of the clauses, the standards shall be the same as those governing progress payments on fixed-price type prime contracts, as provided by § 163.83 of this chapter.

(2) In subparagraph (f) (ii) (B) the period of years may be increased to correspond with any statutory period of limitation applicable to claims of third parties against the contractor: *Provided*, That a corresponding increase is made in the period for retention of records required in paragraph (a) (4) of the clause prescribed by § 7.402–7.

(3) In respect to paragraph (c) of the clause prescribed in paragraph (b) of this section, generally the payment of fee provisions in the Schedule should be based on target fee.

(4) Under some circumstances the use of a sliding scale may be appropriate in paragraph (i) of the clause prescribed in paragraph (b) of this section (for example, $0.01 for the first $100, $0.02 for the next $100, etc.), in which case necessary changes in the wording of such paragraph (i) of the clause prescribed in paragraph (b) of this section are authorized.

(5) In the case of contracts, including cost-sharing contracts, without fee—

(i) Change the title of the clause prescribed in paragraph (a) of this section to "Allowable Cost and Payment";

(ii) Insert the following sentence in lieu of the second sentence of paragraph (c) of the clause prescribed in paragraph (a) of this section except that in contracts not providing for cost-sharing, the parenthetical references to the Government's share shall be deleted—

After payment of an amount equal to eighty percent (80%) of (the Government's share of) the total estimated cost of performance of this contract set forth in the Schedule, further payment on account of allowable cost shall be withheld until a reserve of either one percent (1%) of (the Government's share of) such total estimated cost, or one hundred thousand dollars ($100,000), whichever is less shall have been set aside.

(iii) Delete "and any part of the fixed fee" from paragraph (e) of the clause prescribed in paragraph (a) of this section.

(6) In contracts without fee with nonprofit institutions, "ten thousand dollars ($10,000)" may be substituted for "one hundred thousand dollars ($100,000)" in the sentence set forth in subparagraph (5) (ii) of this paragraph.

(7) In contracts with educational institutions substitute Part 3 of Section XV in paragraph (a) (i) (A) of the clause prescribed in paragraph (a) of this section and in paragraph (a) (i) (A) of the clause prescribed in paragraph (b) of this section.

(8) In contracts without fee with educational institutions, the second sentence of paragraph (c) of the clause prescribed in paragraph (a) of this section and the provision of subparagraph (5) (ii) of this paragraph, of these additional instructions, which pertain to withholding of fee and costs, may be omitted. If the second sentence of paragraph (c) is so omitted, in the first sentence of paragraph (e) delete "and any part of the fixed fee which has been withheld pursuant to (c) above or otherwise."

(9) In the clauses prescribed above, "Task Order" or other appropriate designation may be substituted for "Schedule."

(10) In the clause prescribed in paragraph (b) of this section, "provisioning document or" may be deleted from paragraph (j) thereof if inappropriate to the procurement.

26. New Subparts H and I are added, to read as follows:

Subpart H—Clauses for Letter Contracts

Subpart I—Clauses for Time and Material and Labor Hour Contracts

AUTHORITY: The provisions of Subparts H and I issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

Subpart H—Clauses for Letter Contracts

§ 7.801 Applicability.

This subpart sets forth uniform contract clauses for use in letter contracts as defined in § 3.408(a) of this chapter.

§ 7.802 Required clauses.

The following clauses shall be inserted in all letter contracts.

§ 7.802–1 General.

Letter contracts shall include all clauses which statute, executive order, or this subchapter require to be included in the type of definitive contract contemplated by the letter contract. The letter contract also shall include such additional clauses as are known to be appropriate for the definitive contract which is contemplated.

§ 7.802–2 Execution, commencement of work, and priority rating.

EXECUTION, COMMENCEMENT OF WORK, AND PRIORITY RATING (MAR. 1964)

The Contractor's acceptance of this order will be indicated by affixing its signature to three copies thereof and returning the executed copies to the Contracting Officer not later than _____. Upon acceptance by both parties, the Contractor shall proceed with performance of the work described herein, including procurement of necessary materials. An appropriate priority rating, in accordance with the Department of Defense Priority and Allocation Manual, will be assigned to this letter contract.

§ 7.802–3 Limitation of Government liability.

LIMITATION OF GOVERNMENT LIABILITY (MAR. 1964)

(a) The Contractor is not authorized to make expenditures or to incur obligations in performance of this contract, which exceed _____ dollars ($_____).

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars ($_____).

(c) Unless otherwise provided herein, no payments to the Contractor will be made under this letter contract.

§ 7.802–4 Definitization.

(a) When it is known at the time of entering into the letter contract that the price of the definitive contract will be based on adequate price competition or will otherwise meet the criteria of § 3.807–3 of this chapter, paragraph (a) of the following clause may be appropriately modified to eliminate the requirement for cost or pricing data. The target date provided for in paragraph (b) shall be the earliest practicable date for definitization. In the other two blanks in paragraph (b), insert a number or a percentage appropriate for the specific letter contract but within the limitation set forth in § 3.408(c)(3) of this chapter. The definitization schedule in paragraph (c) shall include dates for the submission of a make-or-buy plan, contractor's price and other proposals, and dates for submission or negotiation of other terms and conditions.

DEFINITIZATION (MAR. 1964)

(a) A _____ type definitive contract is contemplated. To accomplish this result, the Contractor agrees promptly to enter into negotiation with the Contracting Officer over the terms of a definitive contract, which will include all clauses required by law or the Armed Services Procurement Regulation on the date of execution of the definitive contract, and such other clauses, terms, and conditions as may be mutually agreeable. The Contractor agrees to submit a [firm fixed-price] [cost and fee proposal], and cost or pricing data supporting that quotation.

(b) The target date for definitization of this contract is _____. This letter contract is terminated, upon notice by the Contracting Officer, in the event it is not superseded by a definitized contract not later than _____ days from the effective date of this contract, or not later than the completion of _____ % of the production of supplies or performance of work called for under this contract, whichever occurs first. In the event of termination of the performance of work, or any part thereof, pursuant to the termination clause set forth in this contract, or pursuant to this clause for failure of the parties to execute a definitive contract within the prescribed time, the Contractor shall be paid in accordance with the provisions of such termination clause: *Provided*, Reimbursement of allowable costs and payment of profit shall not exceed the amount set forth in the "Limitation of Government Liability" clause of this contract.

(c) The definitization schedule is set forth below.

_____

_____

_____

(b) Where the award of the letter contract is based on price competition, the following paragraph (d) shall be added to the clause in paragraph (a) of this section. In the blank therein, insert the contractor's proposed price on which the award was made.

(d) The definitive contract resulting from this letter contract will include a negotiated [price ceiling] [firm fixed-price] in no event to exceed $_____.

Subpart I—Clauses for Time and Material and Labor Hour Contracts

§ 7.900 Scope of subpart.

This subpart sets forth uniform contract clauses for use in time and material and labor hour types of contracts as described in §§ 3.406–1 and 3.406–2 of this chapter.

§ 7.901 Required clauses.

The following clauses shall be inserted in all time and material contracts and labor hour contracts. In labor hour contracts, the provisions governing the reimbursement of material costs may be deleted.

§ 7.901–1 Definitions.

Insert the clause set forth in § 7.103–1.

§ 7.901–2 Changes.

CHANGES (MAR. 1964)

The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipment or packing; (iii) place of delivery; and (iv) the amount of Government-furnished property. If any such change requires an increase or decrease in any hourly rate or in the ceiling price provided for in this contract, or in the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, or otherwise affects any other provision of this contract, an equitable adjustment shall be made in the (i) ceiling price, (ii) hourly rates, (iii) delivery schedule, and (iv) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change: *Provided, however*, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Instructions in § 7.203–2 are applicable to this clause.

§ 7.901–3 Excusable delays.

Insert the clause set forth in § 8.708 of this chapter.

§ 7.901–4 Termination.

TERMINATION (MAR. 1964)

(a) The performance of work under the contract may be terminated by the Government in accordance with this clause in whole, or from time to time, in part:

(i) Whenever the Contractor shall default in performance of this contract in accordance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the work hereunder as endangers such performance), and shall fail to cure such default within a period of ten (10) days (or such longer periods as the Contracting Officer may allow) after receipt from the Contracting Officer of a notice specifying the default; or

(ii) Whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government.

Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for the default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If, after notice of termination of this contract for default under (i) above, it is determined for any reason that the Contractor was not in default pursuant to (i), or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor pursuant to the provisions of the clause of this contract relating to excusable delays, the Notice of Termination shall be deemed to have been issued under (ii) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

(b) After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:

(i) Stop work under the contract on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(iv) Assign to the Government, in the manner and to the extent directed by the Contracting Officer, all right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(v) With the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilites and all claims arising out of such termination of orders and subcontracts, the cost of which would be payable by the Government in whole or in part, in accordance with the provisions of this contract;

(vi) Transfer title (to the extent that title has not already been transferred) and in the manner, to the extent, and at the times directed by the Contracting Officer, deliver to the Government (A) the fabricated or un-

fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of, the work terminated by the Notice of Termination, (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Government, and (C) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for the performance of this contract for the cost of which the Contractor has been or will be reimbursed under this contract;

(vii) Use his best efforts to sell in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (vi) above: *Provided, however,* That the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may require any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(viii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(ix) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Government has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting any amount due or owing under this clause. At any time after expiration of the plant clearance period, as defined in Section VIII, Armed Services Procurement Regulation, as it may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept such items and remove them or enter into a storage agreement covering the same: *Provided,* That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list. Any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any Settlement Review Board approvals required by Section VIII of the Armed Services Procurement Regulation in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisionr of paragraph (c), and subject to any Settlement Review Board approvals required by Section VIII of the Armed Services Procurement Regulation in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(e) In the event of the failure of the Contractor and the Contracting Officer to agree in whole or in part, as provided in paragraph (d) above, as to the amounts to be paid to the Contractor in connection with the termination of work pursuant to this clause, the Contracting Officer shall, subject to any Settlement Review Board approvals required by Section VIII of the Armed Services Procurement Regulation in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination, and shall pay to the Contractor the amount determined as follows:

(i) If the termination of the contract is determined to be for the convenience of the Government, there shall be included—

(A) An amount for direct labor hours (as defined in the Schedule of the contract) which shall be determined by multiplying the number of direct labor hours expended prior to the effective date of the Notice of Termination by the hourly rate or rates set forth in the Schedule, less any hourly rate payments theretofore made to the Contractor;

(B) An amount (computed pursuant to the provisions of the contract providing for payment for materials) for material expenses incurred prior to the effective date of the Notice of Termination, not previously paid to the Contractor for the performance of this contract;

(C) An amount for labor and material expenses computed as if the expenses were incurred prior to the effective date of the termination reasonably incurred after the effective date of the Notice of Termination with the approval of or as directed by the Contracting Officer: *Provided,* That the Contractor shall discontinue such expenses as rapidly as practicable;

(D) To the extent not included in (A), (B), and (C) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(v) above, which are properly chargeable to the terminated portion of this contract; and

(E) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory; or

(ii) If the termination of the contract is for the default of the Contractor, there shall be included the amounts computed in accordance with (i) above except there shall not be included—

(A) Any amount for the preparation of the Contractor's settlement proposal; or

(B) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

(f) The Contractor shall have the right of appeal, under the "Disputes" clause of this contract, from any determination made by the Contracting Officer under paragraphs (c) or (e), above, except that if the Contractor has failed within the time provided in paragraph (c), above to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e), above, the Government shall pay to the Contractor the following: (i) if there is no right of appeal hereunder, or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (ii) if an appeal has been taken, the amount finally determined on such appeal.

(g) In arriving at the amount due the Contractor under this clause, there shall be deducted (i) all unliquidated advance or other payments theretofore made to the Contractor, applicable to the terminated portion of this contract; (ii) any claim which the Government may have against the Contractor in connection with this contract; and (iii) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to the Government.

(h) In the event of a partial termination, the hourly rates for direct labor hours with respect to the work under the continued portion of the contract shall be equitably adjusted by agreement between the Contractor and the Contracting Officer, and such adjustment shall be evidenced by an amendment to this contract.

(i) The Government under such terms and conditions as it prescribes may make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the contract, whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of six (6) percent per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: *Provided, however,* That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

§ 7.901–5 Government property.

Insert the clause set forth in § 13.503 of this chapter except that:

(a) The phrase "estimated cost, fixed fee, or delivery or performance dates or all of them," appearing in lines 13–14 and 22 of paragraph (a) shall be deleted and the phrase "ceiling price, hourly rate, the delivery or performance date, or all of them," substituted therefor;

(b) Paragraph (i) shall be deleted, and paragraph (h) of the clause set forth in § 13.502 of this chapter substituted therefor, except that the phrase "Government-furnished Property" shall be

changed to read "Government Property" wherever it appears; and

(c) Add to the end of (f)(3) the following: "For any such repairs or renovations so directed, the Contracting Officer shall, upon written request of the Contractor, equitably adjust the ceiling price, hourly rate, delivery or performance date, or all of them in accordance with the procedures provided for in the clause of this contract entitled "Changes". In any such equitable adjustment due regard shall be given to the liability of the Contractor as determined under (1) above."

§ 7.901–6 Payments.

PAYMENTS (MAR. 1964)

The contractor shall be paid as follows upon the submission of invoices or vouchers approved by the Contracting Officer.

(a) *Hourly rate.* (1) The amounts computed by multiplying the appropriate hourly rate, or rates, set forth in the Schedule by the number of direct labor hours performed, which rates shall include wages, overhead, general and administrative expense and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or his designee. The Contractor will substantiate vouchers by evidence of actual payment and by individual daily job timecards, or such other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the provisions of (e) below, make payment thereon as approved by the Contracting Officer.

(2) Unless otherwise set forth in the Schedule, five percent (5%) of the amount due under this paragraph (a) shall be withheld from each payment by the Contracting Officer but the total amount withheld shall not exceed $50,000. Such amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) hereof.

(3) Unless provisions of the Schedule hereof otherwise specify, the hourly rate or rates set forth in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates will be negotiated. Failure to agree upon these overtime rates will be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials (including subcontracts).* (1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with Part 2, Section XV, of the Armed Services Procurement Regulation in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material at cost to the extent they are clearly excluded from the hourly rate. The Contractor shall support all material costs claimed by submitting paid invoices or storeroom requisitions, or by other substantiation acceptable to the Contracting Officer. Direct materials, as referenced by this clause, are defined as those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of such product.

(2) The cost of subcontracts which are authorized pursuant to the "Subcontracts" clause hereof shall be reimbursable costs hereunder, provided such costs are consistent with subparagraph (3) below. Reimbursable cost in connection with subcontracts shall be limited to the amounts actually required to be paid by the Contractor to the subcontractor and shall not include any costs arising from the letting, administration or supervision of performance of the subcontract.

(3) The Contractor shall, to the extent of his ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of such benefits, it shall promptly notify the Contracting Officer to that effect, and give the reason therefor. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of resulting scrap when the amount of such scrap is appreciable, commissions, and other amounts which have been accrued to the benefit of the Contractor, or would have so accrued except for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) It is estimated that the total cost to the Government for the performance of this contract will not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs which will accrue in the performance of this contract in the next succeeding thirty (30) days, when added to all other payments and costs previously accrued, will exceed eighty-five percent (85%) of the ceiling price then set forth in the Schedule, the Contractor shall notify the Contracting Officer to that effect giving his revised estimate of the total price to the Government for the performance of this contract, together with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for the performance of this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving his revised estimate of the total price for the performance of this contract, together with supporting reasons and documentation. If at any time during the performance of this contract, the Government has reason to believe that the work to be required in the performance of this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such ceiling price has been increased and shall have specified in such notice a revised ceiling which shall thereupon constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price prior to the increase shall be allowable to the same extent as if such hours expended and material costs had been incurred after such increase in the ceiling price.

(e) At any time or times prior to final payment under this contract the Contracting Officer may cause to be made such audit of the invoices or vouchers and substantiating material as shall be deemed necessary. Each payment theretofore made shall be subject to reduction to the extent of amounts which are found by the Contracting Officer not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices or vouchers. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice," and substantiating material, and upon compliance by the Contractor with all provisions of this contract (including, without limitation, provisions relating to patents and the provisions of (f) and (g) below), the Government shall as promptly as may be practicable pay any balance due and owing the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as may be practicable following completion of the work under this contract, but in no event later than one (1) year (or such longer period as the Contracting Officer may, in his discretion, approve in writing) from the date of such completion.

(f) The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor;

(ii) Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

(g) The Contractor agrees that any refunds, rebates, or credits (including any interest thereon) accruing to or received by the Contractor or any assignee, which arise under the materials portion of this contract and for which the Contractor has deceived reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest thereon) in form and substance satisfactory to the Contracting Officer.

The following may be inserted as paragraph (b)(4) in the foregoing "Payments" clause where the nature of the work to be performed requires the contractor to furnish material which is regularly sold to the general public in the

normal course of business by the contractor, and in accordance with the limitations contained in § 3.406–1(d) (1) and (2) of this chapter:

(4) When the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1), above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government: *Provided*, That in no event shall such price be in excess of the Contractor's sales price to his most favored customer for the same item in like quantity, or the current market price, whichever is lower.

§ 7.901–7 Assignment of claims.

In accordance with § 7.103–8, insert the clause set forth therein.

§ 7.901–8 Disputes.

Insert the clause set forth in § 7.103–12.

§ 7.901–9 Convict labor.

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

§ 7.901–10 Subcontracts.

SUBCONTRACTS (MAR. 1964)

(a) No contract shall be made by the Contractor for the furnishing of any of the work herein contracted for without the written approval of the Contracting Officer. For the purpose of this clause, purchase of raw material or commercial stock items shall not be considered work.

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

§ 7.901–11 Work Hours Act of 1962—Overtime compensation.

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

§ 7.901–12 Walsh-Healey Public Contracts Act.

Insert the clause set forth in § 12.605 of this chapter.

§ 7.901–13 Nondiscrimination in employment.

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

§ 7.901–14 Officials not to benefit.

Insert the clause set forth in § 7.103–19.

§ 7.901–15 Covenant against contingent fees.

Insert the clause set forth in § 7.103–20.

§ 7.901–16 Audit and records.

In accordance with the requirements of § 7.104–41, insert the appropriate clause set forth therein.

§ 7.901–17 Examination of records.

In accordance with § 7.203–7, insert the clause set forth therein.

§ 7.901–18 Gratuities.

Insert the clause set forth in § 7.104–16, except in contracts and purchase orders with foreign governments obligating solely funds other than those contained in Department of Defense appropriation acts.

§ 7.901–19 Notice and assistance regarding patent infringement.

Insert the clause set forth in § 9.104 of this chapter.

§ 7.901–20 Authorization and consent.

Insert the clause set forth in § 9.102–1 of this chapter, or § 9.102–2 if the contract is required in support of research and development work.

§ 7.901–21 Inspection and correction of defects.

INSPECTION AND CORRECTION OF DEFECTS (MAR. 1964)

(a) All materials furnished and services performed by the Contractor under this contract shall be subject to inspection and test by the Government to the extent practicable at all times (including the period of performance) and places, and in any event prior to acceptance. The Government, through any authorized representative, may inspect the plant or plants of the Contractor or of any of his subcontractors engaged in the performance of this contract. If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All inspections and tests by the Government shall be performed in such a manner as will not unduly delay the work. Except as otherwise provided in this contract, acceptance of services performed and materials furnished under this contract shall be made at the place of delivery as promptly as practicable after delivery and shall be deemed to have been made no later than sixty (60) days after the date of such delivery, if acceptance has not been made earlier within such period.

(b) At any time during performance of this contract, but not later than six (6) months (or such other period as may be provided in the schedule) after acceptance of the services or materials last delivered in accordance with the requirements of this contract, the Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, any services or materials which at the time of delivery thereof failed to comply with the requirements of this contract. Except as otherwise provided in paragraph (c) hereof, below, the allowability of the cost of any such replacement or correction shall be determined as provided in the "Payments" clause of this contract, but the "hourly rate" for labor hours incurred in such replacement or correction shall be reduced so as to exclude the portion of such rate attributable to profit. Corrected or replacement materials and services shall not be tendered again for acceptance unless the former tender and the requirement of correction or replacement is disclosed. If the Contractor fails to proceed with reasonable promptness to perform such replacement or correction, and if such replacement or correction may be performed within the ceiling price, or the ceiling price as increased by the Government, the Government (i) may by contract or otherwise perform such replacement or correction and charge to the Contractor any increased cost occasioned the Government thereby, and may deduct such increased cost from any amounts due the Contractor under this contract (or require repayment of any payments theretofore made), or (ii) may terminate this contract for default as provided in the "Termination" clause of this contract. Failure to agree to the amount of any such increased cost to be charged to the Contractor, or to such reduction in, or repayment of, any amount due under this contract, shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) Notwithstanding the provisions of paragraph (b) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if such failure is due to fraud, lack of good faith or willful misconduct on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of (i) all or substantially all of the Contractor's business; (ii) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; (iii) a separate and complete major industrial operation in connection with the performance of this contract; or (iv) all or substantially all of the Contractor's operations under this contract. The Government may at any time also require the Contractor to remedy by correction or replacement, without cost to the Government, any such failure caused by one or more individual employees selected or retained by the Contractor after any such supervisory person has reasonable grounds to believe that any such employee is habitually careless or otherwise unqualified.

(d) The provisions of this clause shall apply to any corrected or replacement services or materials.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, and the work and services hereunder. Records of all inspection work by the Contractors shall be complete and available to the Government at all reasonable times during performance of this contract and for such longer period as may be specified in this contract.

(f) Except as provided in this clause and as may be provided in the Schedule, the Contractor shall have no obligation or liability to correct or replace materials furnished and services performed under this contact which at the time of delivery are defective in material or workmanship or otherwise not in conformity with the requirements of this contract.

(g) Except as otherwise provided in the Schedule, the Contractor's obligation to correct or replace Government-furnished property (which is property in the possession of or acquired directly by the Government and delivered or otherwise made available to the Contractor) shall be governed by the provisions of the "Government Property" clause of this contract.

In cases where inspection and acceptance are desired at the Contractor's plant, the following may be inserted in place of the last sentence of paragraph (a):

Acceptance by the Government of all the items (other than aircraft to be flown away, if any) to be furnished under this contract shall be at the plant or plants of the Contractor specified in the Schedule, or any other plant or plants approved for such purpose in writing by the Contracting Officer. The Contractor shall inform the inspector or Contracting Officer when the work is ready for inspection. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when items are not ready at the time such inspection and test are requested by the Contractor.

§ 7.901–22 New material.

In accordance with § 1.1208 of this chapter, insert the clause set forth therein.

§ 7.901–23 Government surplus.

In accordance with § 1.1208 of this chapter, insert the clause set forth therein.

§ 7.902 Clauses to be used when applicable.

§ 7.902–1 Utilization of small business concerns.

In accordance with § 1.707–3 of this chapter, insert the clause or clauses set forth therein.

§ 7.902–2 Utilization of concerns in labor surplus areas.

In accordance with § 1.805–3 of this chapter, insert the clause or clauses set forth therein.

§ 7.902–3 Military security requirements.

In accordance with § 7.104–12, insert the clause set forth therein.

§ 7.902–4 Priorities, allocations and allotments.

In accordance with § 1.307–2 of this chapter, insert the clause set forth in § 7.104–18.

§ 7.902–5 Buy American Act.

In accordance with § 6.104–5 of this chapter, insert the clause set forth therein.

§ 7.902–6 Notice to the Government of labor disputes.

In accordance with § 7.104–4, insert the clause set forth therein.

§ 7.902–7 Filing of patent applications.

In accordance with §§ 9.106 and 9.106–1 of this chapter, insert the appropriate clause set forth therein.

§ 7.902–8 Patent rights.

In accordance with § 9.107 of this chapter, insert the appropriate clause set forth therein.

§ 7.902–9 Data.

In accordance with Subpart B, Part 9 of this chapter, insert the appropriate clause or clauses prescribed therein.

§ 7.902–10 Alterations in contract.

When required, insert the clause set forth in § 7.105–1.

§ 7.902–11 Limitation on withholding of payments.

In accordance with § 7.104–21, insert the clause set forth therein.

§ 7.902–12 Soviet controlled areas.

In accordance with § 6.403 of this chapter, insert the clause set forth therein.

§ 7.902–13 Flight risks.

Where appropriate, insert the clause set forth in § 10.504 of this chapter, revising paragraph (c) thereof to read as follows:

(c) If any aircraft is damaged, lost, or destroyed during flight, and if the amount of such damage, loss, or destruction exceeds one hundred thousand dollars ($100,000) or twenty percent (20%) of the ceiling price of this contract, whichever is less, and if the Contractor is not liable for the damage, loss, or destruction pursuant to the "Government Property" clause of this contract together with paragraph (a) above, then an equitable adjustment for any resulting repair, restoration, or replacement that is required under this contract shall be made in the ceiling price, hourly rate, delivery or performance date, or all of them and the contract shall be modified in writing accordingly; provided, in determining the amount of adjustment in the hourly rate that is equitable, any faults of the Contractor, his employees, or any subcontractor which materially contributed to the damage, loss, or destruction shall be taken into consideration. Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

§ 7.902–14 Workmen's compensation insurance (Defense Base Act).

In accordance with § 10.403 of this chapter, insert the clause set forth therein.

§ 7.902–15 Royalty information.

In accordance with § 9.110 of this chapter, insert the appropriate clause set forth therein.

§ 7.902–16 Data—withholding of payments.

In contracts containing the clause set forth in § 9.203–1 of this chapter, insert the clause in § 9.207–2(b) of this chapter with the following modification: For the words, "withhold payment * * * contract price," substitute "withhold from payments due the Contractor 10% of the ceiling price,".

§ 7.902–17 Interest.

In accordance with § 163.118 and § 163.119 of this chapter, insert the clause set forth in § 163.118.

PART 8—TERMINATION OF CONTRACTS

27. Sections 8.503–2, 8.504–1, 8.505–1, 8.505–2, 8.505–3, and 8.507–1 are revised to read as follows:

§ 8.503–2 Separate schedules.

Separate sets of schedules shall be submitted on the forms prescribed in Subpart H of this part for contractor-acquired and for Government-furnished property. Within each of these categories, property shall be grouped separately in the following classifications:

(a) Production equipment (see § 8.505–3),

(b) Aeronautical material and equipment,

(c) Electronic material and equipment,

(d) Special tooling,

(e) Special test equipment,

(f) Other serviceable or usable property (see § 8.101–18), and

(g) Scrap or salvage.

Classification of property by the contractor in the schedules shall be subject to the approval of the contracting officer.

§ 8.504–1 General.

Promptly after the submission of inventory schedules, by the contractor, the contracting officer shall review, or cause to be reviewed the contractor's treatment of any items of termination inventory as scrap or salvage (see § 8.503–3). The review shall include a careful examination of the inventory schedules and in appropriate cases physical inspection of the property involved. Prior to determining that such items are scrap or salvage, the contracting officer shall obtain such approvals as may be required by Departmental procedures. If the contracting officer determines that any of the materials listed by the contractor as scrap or salvage are serviceable or usable materials, the contractor shall, in accordance with such determination, submit revised inventory schedules (see § 8.503–7). Property determined to be scrap and which, by other Government regulations, is required to be segregated by alloy or otherwise, shall be so segregated by the contractor. Property determined to be scrap or salvage may, with the approval of the contracting officer, be sold or otherwise disposed of by the contractor in accordance with the provisions of §§ 8.505, 8.507, or 8.509. In appropriate cases, when approved by the contracting officer, such sales may be consolidated with the contractor's sales of scrap and salvage generated, from his other work and in such cases, the scrap warranty required by § 8.504–2 may be waived in the discretion of the contracting officer.

§ 8.505–1 General.

(a) To promote maximum utilization within the Government, serviceable or usable property included in the contractors' inventory schedules shall be screened prior to disposition by donation or sale. The contracting officer shall arrange, in such manner as to avoid interruption of the contractor's operations, for physical inspection of such property at the contractor's plant if requested by prospective transferees. All transfers of property within the Department of Defense or other agencies of the Government shall be without reimbursement. Costs incident to transfer, including packing, crating, preparation for shipment, loading and transportation, shall be borne by the transferee.

(b) Except as set forth in paragraphs (c) and (d) of this section, screening, including donation screening, shall be in accordance with § 8.505–2 and shall be completed within a 90 day period, beginning with the date the contracting officer receives acceptable inventory schedules from the contractor. The 90th day shall be designated as the automatic release date (ARD) by the procuring Department. The automatic release date shall not be extended. If the automatic release date is a non-work day, screening shall be completed by the preceding work day.

(c) Production equipment shall be screened in accordance with § 8.505–3. Except for production equipment, termination inventory to which § 8.208–4 applies is not subject to §§ 8.505–8.505–3.

(d) The following categories of serviceable or usable property are exempt from the screening requirements of § 8.505–2(b):

(1) Work in process;

(2) Special tooling (but not special test equipment); and

(3) Perishables, classified material, and property dangerous to public health or safety.

§ 8.505–2 Procedure.

(a) First through 30th day: Promptly upon receipt of acceptable inventory schedules from the contractor, serviceable or usable property shall be screened within the procuring Department and the requiring Department if such Department is not the procuring Department. The requiring Department shall have first priority for retention of listed items. Such screening shall be completed within 30 days or less, and in a manner consistent with the requirements of paragraph (b) of this section.

(b) 31st through the 75th day: Four copies of the inventory schedules reflecting deletions of all retained items shall be prepared by the procuring Department and mailed or otherwise delivered to the General Services Administration regional office serving the region in which the property is located, not later than the 31st day from and including the day the schedules were received by the contracting officer. The schedules shall be transmitted with Report of Excess Personal Property (Standard Form 120) and appropriately identified as contractor inventory. At the time of transmittal to the General Services Administration, information copies of the revised inventory schedules shall be forwarded to the other military departments whenever aeronautical or electronic property is involved. Requests for transfers received by the procuring Department after the 31st day shall be forwarded immediately to the appropriate General Services Administration regional office with identification of the applicable Standard Form 120, the contractor's name, location, and contract number. The procuring Department shall advise the General Services Administration reigonal office of the automatic release date. The General Services Administration will prepare and issue circulars and catalogs to all agencies of the Government within the region. Requests for transfer of property shall be addressed to the General Services Administration during this period. Department of Defense activities requesting listed property will have priority on a "first-come, first-served" basis for such property through the 60th day. Thereafter, the General Services Administration will honor requests from any agency of the Government for transfer of property on a "first-come, first-served" basis. The General Services Administration will transmit to the Department of Defense activity, from which it received the inventory schedules, approved orders and shipping instructions for property to be transferred. Such orders and instructions shall be promptly honored and delivery authorized.

(c) 76th through 90th day: During this period the General Services Administration will provide for the screening of all remaining property by the Department of Health, Education, and Welfare for possible donation (see § 8.508).

§ 8.505–3 Procedures for production equipment.

(a) First through 75th day: Except as indicated in paragraph (b) of this section, production equipment shall be screened concurrently by the procuring Department, requiring Department, and the Defense Industrial Plant Equipment Center (DIPEC). The procuring Department shall designate the 90th day as the automatic release date (ARD). The automatic release date shall not be extended. Items of production equipment in the Production Equipment and Standard Commodity Classification Codes (PEC and SCC) listed in paragraph (d) of this section shall be reported by the procuring Department to the Defense Industrial Plant Equipment Center, Memphis Army Depot, Memphis, Tenn., when the acquisition value of the item is $500 or more, and the condition of the item is N (New, never used), U (Usable without repairs), E (Rebuilt, not used since rebuilt), R (Unusable unless repaired), or M (Usable as originally designed if missing, worn, or broken parts are replaced). The Defense Industrial Plant Equipment Center shall on the 31st day forward four copies of the schedules reflecting deletions of retained items to the appropriate General Services Administration regional office for screening. The Defense Industrial Plant Equipment Center and General Services Administration shall be advised of the automatic release date. The General Services Administration screening will be accomplished by the 75th day. The Defense Industrial Plant Equipment Center and General Services Administration will issue transfer orders and shipping instructions which shall be promptly honored and delivery authorized.

(b) Items of production equipment with an acquisition value of less than $500 shall not be reported to the Defense Industrial Plant Equipment Center but shall be reported and screened in accordance with § 8.505–2.

(c) 76th through 90th day: During this period, the General Services Administration will provide for the screening of all remaining property by the Department of Health, Education, and Welfare for possible donation.

(d) The following are items of production equipment described in paragraph (a) of this section.

METALWORKING MACHINERY

Title	PEC
Boring Machines	3411
Broaching Machines	3412
Drilling Machines	3413
Gear Cutting and Finishing Machines	3414
Grinding Machines	3415
Lathes	3416
Milling Machines	3417
Planers	3418
Miscellaneous Machine Tools	3419
Bending and Forming Machines	3441
Hydraulic and Pneumatic Presses, Power Driven	3442
Mechanical Presses, Power Driven	3443
Manual Presses	3444
Punching and Shearing Machines	3445
Forging Machinery and Hammers	3446
Wire and Metal Ribbon Forming Machines	3447
Riveting Machines	3448
Miscellaneous Secondary Metal Forming and Cutting Machines	3449

OTHER PRODUCTION EQUIPMENT

Title	PEC/SCC
Dynamometers	3191
Portable Machine Tools	3421
Do	3422
Do	3423
Do	3424
Do	3425
Do	3426
Do	3427
Do	3428
Do	3429
Primary Metalforming Machinery	3431
Do	3432
Do	3433
Do	3439
Welding Equipment	3431
Do	3432
Do	3433
Do	3436
Do	3438
Textile Machinery	3521
Do	3522
Do	3523
Do	3524
Do	3525
Do	3526
Do	3527
Do	3529
Woodworking Machinery	3562
Do	3563
Do	3564
Do	3565
Do	3566
Do	3567
Do	3569
Furnaces	3571
Do	3572
Do	3573
Do	3574
Do	3575
Do	3577
Do	3578
Do	3579
Foundry Equipment	3581
Do	3582
Do	3583
Do	3584
Do	3585
Do	3586
Do	3587
Do	3589
Special Industries Machinery	3593
Do	3595
Do	3596
Do	3597
(Manufacturing Only)	3598
Crushing, Pulverizing, etc. Equipment	3911
Do	3912
Do	3913
Do	3914
Do	3915
Do	3919
Miscellaneous General Purpose Industrial Machinery	3991
Measuring, etc. Equipment	5631
Do	5632
Do	5633
Do	5634
Do	5635
Do	5636
Do	5638
Profilometers	563908
Magnetic Particle Inspection Machines	563914
Demagnetizers	56391405
Physical Properties Testing Equipment	5651
Do	5652
Do	5653
Do	5654
Do	5655
Do	5656
Do	5657
Do	5658
Do	5659
Electronic Research Devices	5693
Industrial X-Ray Equipment	6814

§ 8.507-1 General.

Under the standard termination clauses, the contractor is required to use his best efforts to sell termination inventory, in the manner, at the times, to the extent, and at the prices directed or authorized by the contracting officer, except that the contractor (a) is not required to extend credit to any purchaser, and (b) may purchase or retain at less than cost any items of termination inventory not retained by him at cost. Any property which is included in the contractor's inventory schedules, which has not been acquired by the Government under § 8.505, may be purchased or retained at less than cost by the contractor or sold by the contractor to a third party as provided in § 8.507–2 or § 8.507–3 at any time after notification by the contracting officer that screening has been accomplished or will not be required. Any such purchase, retention or sale shall be subject to the approval of the contracting officer, as part of or prior to the final settlement (see § 8.512 as to review by Property Disposal Review Boards).

28. Sections 8.507–6(c), 8.508(b), 8.513–1, 8.513–4, and 8.515(a) are revised to read as follows:

§ 8.507–6 Foreign contractor inventory.

* * * * *

(c) The property disposal (contracting) officer shall approve sales contracts and requests for approval of resales or exports only if (1) the proposed purchaser's name does not appear on a consolidated list of ineligible, debarred and suspended bidders and (2) if the sales contract contains a provision prohibiting exports by purchasers and subpurchasers to Soviet-controlled areas (as defined in § 6.401–2 of this chapter) or Cuba.

* * * * *

§ 8.508 Donations.

* * * * *

(b) Except for serviceable or usable property transmitted to the General Services Administration for screening in accordance with § 8.505–2(b), schedules of termination inventory available for donation shall be maintained in a donable property file for a period of 15 days from the date of the decision to dispose of the property in accordance with § 8.507. Within that time, the Department of Health, Education, and Welfare has the responsibility:

(1) To notify the contracting officer of the items selected for donation, and

(2) To initiate a request to the appropriate General Services Administration regional office for approval of the donation.

Disposition of the property selected shall be postponed pending action by the General Services Administration; otherwise, the property shall be disposed of in accordance with § 8.507. Notification to the contracting officer by the General Services Administration of the action on the request shall constitute authority for the contracting officer to hold the property for a period not to exceed 40 days from the date of the notification required by subparagraph (1) of this paragraph or to take action as the General Services Administration may direct. If shipping instructions are not received for the property within the 40-day period, together with provision for payment of costs of care, handling and transportation, incurred incident to donation, the contracting officer shall dispose of the property in accordance with § 8.507.

* * * * *

§ 8.513–1 General policy.

(a) The prime contractor and each subcontractor are primarily responsible for the disposition of the termination inventory of their respective next lower-tier subcontractors, but all such disposals shall be subject to review by the contracting officer as provided in § 8.208–3 (c) (but see § 8.208–4). The policies and provisions set forth in §§ 8.501, 8.502, 8.505, 8.506, 8.508, 8.509, and 8.512, shall be applicable in the case of subcontractors. Any rights which the prime contractor has or acquires in the termination inventory of this first-tier or lower-tier subcontractors shall, to the extent directed by the contracting officer, be exercised for the benefit of the Government, in accordance with the provisions of the contract between the Government and the prime contractor.

(b) Subcontractors in all tiers will prepare inventory schedules in accordance with the requirements of this part. Normally disposition instructions for termination inventory, except serviceable or usable property, will be furnished by the next higher-tier subcontractor or the prime contractor, as the case may be. Each subcontractor may submit his next lower-tier subcontractors' inventory schedules of serviceable or usable property directly to the contracting officer for review and disposition instructions, unless otherwise directed by the contracting officer. In the interest of expediting disposition of termination inventory, the cognizant contracting officer will permit such direct submission, unless he determines that the submission of inventory schedules through all intermediate tiers of subcontractors is necessary in the best interest of the Government. When such a determination is made, it must be in writing and a copy submitted to the head of the procuring activity concerned for review.

§ 8.513–4 Serviceable or usable property.

Subcontractor termination inventory, which is not purchased or retained at cost, and which is determined to be serviceable or usable property shall be disposed of by:

(a) Submission for screening and possible redistribution within the Government pursuant to § 8.505; and

(b) Sales to third parties (including purchases or retentions at less than cost by the subcontractor, a higher-tier subcontractor, or the prime contractor) made in general conformity with § 8.507.

§ 8.515 Accounting for termination inventory.

(a) Prior to final settlement with the prime contractor, all termination inventory of the prime contractor and his subcontractors must be accounted for as follows:

(1) By purchase or retention at cost by the contractor or subcontractor, or by return to suppliers, and omission or withdrawal of such inventory from the contractor's inventory schedules (see § 8.502);

(2) By transfer to the Government including donation (see §§ 8.505 and 8.508);

(3) By sale (including purchase or retention at less than cost by the contractor or subcontractor) and application of the proceeds or agreed value in reduction of the contractor's claim, or otherwise to the credit of the Government (see § 8.507);

(4) By destruction or abandonment (see § 8.509); or

(5) By other disposition in accordance with the terms of the contract and of this part.

* * * * *

PART 9—PATENTS, DATA, AND COPYRIGHTS

29. Sections 9.102–1, 9.103–1(a), and 9.103–2 are revised to read as follows:

§ 9.102–1 Authorization and consent in contracts for supplies.

The contract clause set forth below may be included in all contracts for supplies (including construction work), except that it shall not be used:

(a) When prohibited by § 9.102(b); or

(b) In contracts exclusively for experimental, developmental, or research work which are subject to the provisions of § 9.102–2.

AUTHORIZATION AND CONSENT (MAR. 1964)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), of any invention described in and covered by a patent of the United States (i) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract, or (ii) utilized in the machinery, tools, or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (a) specifications or written provisions now or hereafter forming a part of this contract, or (b) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

§ 9.103–1 Patent indemnification in formally advertised contracts—commercial status predetermined.

(a) Except as prohibited by §§ 9.103–9.103–4, the clause set forth below is appropriate in formally advertised construction contracts and shall be included in formally advertised contracts for supplies when it has been determined in

advance of issuing the invitation for bids that the supplies (or such supplies apart from relatively minor modifications to be made thereto) normally are or have been sold or offered for sale by any supplier to the public in the commercial open market.

PATENT INDEMNITY (PREDETERMINED) (MAR. 1964)

If the amount of this contract is in excess of $5,000, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (i) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor; (ii) an infringement resulting from addition to, or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the Contractor; or (iii) a claimed infringement which is settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

* * * * *

§ 9.103–2 Patent indemnification in formally advertised contracts—commercial status not predetermined.

Except as prohibited by §§ 9.103–9.103–4, the clause set forth below is appropriate in (a) formally advertised construction contracts and (b) formally advertised contracts for supplies or component parts thereof when it is not determined in advance of issuing the invitation for bids that such supplies or component parts (or such supplies or component parts apart from relatively minor modifications to be made thereto) normally are or have been sold or offered for sale by any supplier to the public in the commercial open market.

PATENT INDEMNITY (NOT PREDETERMINED) (MAR. 1964)

If the amount of this contract is in excess of $5,000, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except letters patents issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or component parts thereof, or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government, of such supplies, construction work, or component parts thereof, which supplies or component parts either normally are or have been sold or offered for sale to, and which construction work normally is of a type performed for, the public in the commercial open market by any supplier on or before the date set for opening of bids, or are such supplies, construction work, or component parts thereof, with relatively minor modifications made thereto. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof: and further, such indemnity shall not apply to: (i) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor; or (ii) an infringement resulting from addition to, or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the Contractor; or (iii) a claimed infringement which is settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

§ 9.202–6 [Amended]

30. In § 9.202–6, the reference to "§ 3.109", near the beginning of the section, is changed to "§ 3.506–1".

31. In § 9.207–2, the intrductory sentence of paragraph (a) is revised to read as follows:

§ 9.207–2 Clauses.

(a) The following clause shall be inserted in all fixed-price contracts (except those not exceeding $10,000 or with educational institutions) containing the clause set forth in § 9.203–1:

* * * * *

PART 10—BONDS AND INSURANCE

32. Sections 10.101–1, 10.101–2, 10.101–3, 10.101–4, 10.101–5, 10.101–6, 10.101–7, 10.101–8, 10.101–9, and 10.101–10 are revised to read as follows:

§ 10.101–1 Advance payment bond.

"Advance payment bond" means a bond which secures the performance and the fulfillment of a contractual provision for the making of advance payments.

§ 10.101–2 Annual bid bond.

"Annual bid bond" means a single bond (in lieu of separate bid bonds), without limitation as to penal amount, which secures all bids (on other than construction contracts) requiring bonds submitted by a contractor during a specific fiscal year of the Government in response to formal advertising.

§ 10.101–3 Annual performance bond.

"Annual performance bond" means a single bond (in lieu of separate performance bonds for each contract) which secures the performance of contracts (other than construction contracts) which require bonds and are entered into by a contractor during a specific fiscal year of the Government.

§ 10.101–4 Bid guarantee.

"Bid guarantee" means a form of security accompanying a bid or proposal as assurance that the bidder (a) will not withdraw his bid within the period specified therein for acceptance, and (b) will execute a written contract and furnish such bonds as may be required within the period specified in the bid (unless a longer period is allowed) after receipt of the specified forms.

§ 10.101–5 Consent of surety.

"Consent of surety" means an acknowledgment by a surety that its bond given in connection with a contract continues to apply to the contract as modified.

§ 10.101–6 Construction contract or subcontract.

"Construction contract or subcontract" means any contract or subcontract for the construction, alteration or repair of buildings, bridges, roads, or other kinds of real property. It does not include any contract or subcontract for the manufacturing, producing, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property, regardless of the terms of any such contract or subcontract as to payment or title.

§ 10.101–7 Patent infringement bond.

"Patent infringement bond" means a bond which secures the performance and fulfillment of the undertakings contained in a patent clause.

§ 10.101–8 Payment bond.

"Payment bond" means a bond which is executed in connection with a contract and which secures the payment of all persons supplying labor and material in the prosecution of the work provided for in the contract.

§ 10.101–9 Penal sum or amount.

"Penal sum or amount" means the dollar amount shown in a bond and represents the maximum payment for which the surety is obligated.

§ 10.101–10 Performance bond.

"Performance bond" means a bond which is executed in connection with a contract and which secures the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract.

33. Sections 10.102–1, 10.102–2, and 10.102–3 are revised; in § 10.102–4, the section heading and the introductory portion of paragraph (a) are revised; and the introductory portion of § 10.102–5 is revised, as follows:

§ 10.102–1 Applicability.

Sections 10.102–10.102–5 apply to both negotiated and formally advertised procurements. Where appropriate, the term "bid" includes "proposal".

§ 10.102–2 Limitations.

Bid guarantees shall not be required unless the solicitation specifies that the contract must be supported by a performance bond or by performance and

payment bonds. In no event shall a bid not in excess of $2,000 be required to be supported by a bid guarantee (see §10.-102–4(a)(1)). Only individual bid bonds (Standard Forms 24) will be used for construction contracts.

§ 10.102–3 Amount required.

(a) Whenever a bid guarantee is deemed necessary, the contracting officer shall determine the percentage (or amount) which in his best judgment, when applied to the bid price, will produce a bid guarantee amount adequate to protect the Government from loss should the successful bidder fail to execute such further contractual documents and bonds as may be required. The percentage determined shall be not less than 20 percent of the bid price except that the maximum amount required shall be $3,000,000.

(b) The penal sum of a bid bond may be expressed as a specified percentage of the bid price. In this fashion, the bid bond may be written by the surety before the bidder's final determination of his bid price.

§ 10.102–4 Solicitation provisions.

(a) Where a bid guarantee is determined to be necessary, the solicitation shall contain (1) a statement requiring that a bid guarantee be submitted with any bid in excess of $2,000 and containing such details as are necessary to enable bidders to determine the proper amount of bid guarantee to be submitted; and (2) the following provision:

* * * * *

§ 10.102–5 Failure to submit proper bid guarantee.

Where a solicitation requires that bids be supported by a bid guarantee, noncompliance with such requirement will require rejection of the bid, except that rejection of the bid is not required in these situations:

* * * * *

34. Sections 10.103, 10.103–1, 10.103–2, and 10.103–3 are revised, and a new § 10.103–4 is added, to read as follows:

§ 10.103 Performance and payment bonds for construction contracts.

§ 10.103–1 Performance bonds.

(a) Pursuant to the Miller Act, as amended (40 U.S.C. 270a–270e), in connection with any construction contract exceeding $2,000 in amount except as provided in § 10.103–3, a performance bond shall be required in a penal amount deemed adequate by the contracting officer for the protection of the Government. Generally, the penal amount of each performance bond shall be 100 percent of the contract price at the time of award. But where the contracting officer finds that to require a 100 percent performance bond would be disadvantageous to the Government, he may prescribe a lesser amount, which should normally be not less than 50 percent of the original contract price, and in all cases no less than the amount of the payment bond.

(b) Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to paragraph (a) of this section if—

(1) The modification is for new or additional work which is beyond the scope of the existing contract; or

(2) The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by $50,000 or 25 percent of the basic contract price, whichever is less.

The penal amount of the bond protection should generally be increased so that the total performance bond protection is 100 percent of the contract price as revised by the modification requiring such additional protection, and the aggregate of any previous modifications: *Provided*, That lesser penal amounts may be authorized by the contracting officer as indicated in paragraph (a) of this section. The increased penal amount may be secured either by increasing the bond protection provided by the existing surety or sureties (the format set forth in § 10.111–1 may be used when an additional bond is obtained from the original surety), or by obtaining an additional performance bond from a new surety, but see § 10.111–2 with respect to requiring consent of surety.

§ 10.103–2 Payment bonds.

(a) Pursuant to the Miller Act, as amended (40 U.S.C. 270a–270e), in connection with any construction contract exceeding $2,000 in amount, except as provided in § 10.103–3, a payment bond shall be required in a penal amount as follows:

(1) When the contract price is not more than $1,000,000, the penal sum shall be 50 percent of the contract price;

(2) When the contract price is more than $1,000,000 but not more than $5,-000,000, the penal sum shall be 40 percent of the contract price; and

(3) When the contract price is more than $5,000,000, the penal sum shall be $2,500,000.

(b) Additional payment bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to paragraph (a) of this section if—

(1) The modification is for new or additional work which is beyond the scope of the existing contract; or

(2) The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by $50,000 or 25 percent of the basic contract price, whichever is less.

The penal amount of the additional bond protection should generally be such that the total payment bond protection is 50 percent of the contract price as revised by the modification requiring such additional protection, and the aggregate of any previous modifications: *Provided*, That when the contract price as so revised is more than $1,000,000 but not more than $5,000,000, the total payment bond protection shall be in a penal amount of 40 percent of the revised contract price: *Provided further*, That when the contract price as so revised is more than $5,000,000, the total payment bond protection shall be in the penal amount of $2,500,000. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety; but see § 10.111–2 with respect to requiring consent of surety.

§ 10.103–3 Waiver of performance and payment bonds.

(a) The requirement of a performance and payment bond has been waived for all cost-reimbursement type construction contracts. In unusual circumstances, either or both bonds may be required of a prime contractor, subject to approval by the head of the procuring activity. Contracting officers shall, however, require a cost-reimbursement type prime contractor to obtain performance and payment bonds for any fixed-price construction subcontract exceeding $2,000 in accordance with § 10.104–1(a).

(b) A contracting officer may waive the requirement for performance and payment bonds for so much of the work under a contract as is to be performed in a foreign country, provided he finds that it is impracticable for the contractor to furnish such bonds.

§ 10.103–4 Furnishing information to subcontractors and suppliers.

It is Department of Defense policy to furnish subcontractors or suppliers only general information with respect to the status of work and of payments made to prime contractors. Where a payment bond has been required, a subcontractor or supplier, after satisfying the contracting officer that he is a bona fide subcontractor or supplier and stating that he has not been paid for work performed or supplies delivered, may be furnished the name and address of the surety furnishing the required bonds on the contract in question. In addition, subcontractors and suppliers may be furnished general information on such matters as the progress of the work, the accomplishment of payments as of certain dates, and the estimated percentage of completion. In accordance with 40 U.S.C. 270c, the General Accounting Office is required under specified conditions to furnish a certified copy of a payment bond and the contract for which it was given.

35. Sections 10.104, 10.104–1, 10.104–2, and 10.104–3 are revised to read as follows:

§ 10.104 Performance and payment bonds for contracts other than construction contracts.

§ 10.104–1 General.

(a) Generally, performance and payment bonds shall not be required in connection with contracts other than construction contracts, other than as provided in §§ 10.104–2 and 10.104–3, except that for any fixed-price construction subcontract exceeding $2,000, a prime contractor who has not been required to furnish a payment bond shall be required to obtain a payment bond from his subcontractor, in favor of the prime contractor, in an amount sufficient to assure payment of suppliers of labor and ma-

terials. In such a case, a performance bond in an equal amount should also be obtained if available at no additional cost. Subcontract bonds shall not be executed on Standard Forms 25, 25A, 27, 27A. The forms set forth in § 16.805 (j) and (k) of this chapter are authorized and may be adapted to fit specific cases.

(b) Performance and payment bonds shall not be required unless the solicitation requires such bonds, or the requirement of such bonds is in the interest of the Government, and not prejudicial to other bidders or offerors. Where the solicitation requires such bonds, they shall not be waived except in the case of an otherwise acceptable bidder or offeror where such waiver will be favorable to the Government and the contract price will be reduced.

(c) When the requirement for performance and payment bonds is made by the terms of a contract, but the bonds are not furnished by the contractor within the time specified, the contracting officer shall notify the contractor that the contract will be terminated for default if the bonds are not furnished within the time specified in the contract clause providing for such termination (e.g., § 8.707(a) of this chapter, clause paragraph (a)(ii)).

(d) Where a bid guarantee is not required and a performance or payment bond is required as a condition precedent to the formation of the contract, but is not furnished within the time specified, the contracting officer shall if the making of the award can be delayed without prejudice to other bidders notify the bidder that if the bond is not furnished within 10 days (or such other period as the contracting officer may specify) after receipt of the notice, his bid will not be considered for award.

(e) Requirements for additional bond or consent of surety in connection with contract modifications are prescribed in § 10.111.

§ 10.104–2 Performance bonds.

(a) Performance bonds shall not be used as a substitute for determinations of contractor responsibility as required by Subpart I, Part 1 of this chapter. Subject to this general policy, performance bonds may be required in individual procurements when, consistent with the following criteria, the contracting officer determines the need therefor. Justification for any such requirement must be fully documented.

(1) Where the terms of the contract provide for the contractor to have the use of Government material, property or funds and further provide for the handling thereof by the contractor in a specified manner, a performance bond shall be required if needed to protect the Government's interest's therein.

(2) Where the circumstances applicable to a particular procurement are such that for financial reasons a performance bond is necessary to protect the interests of the Government, a performance bond shall be required. (See for example, § 1.1602(c)(3) of this chapter.)

(b) Subject to the general policy stated in paragraph (a), determinations that performance bonds will be required in specified classes of cases (e.g., for particular types of supplies or services) may be made (1) for the Army, by the Director and Deputy Director of Procurement and Production, Army Materiel Command, and by all heads of procuring activities not subordinate to that command; (2) for the Navy, by the Chief of Naval Material; (3) for the Air Force, by the Deputy Chief of Staff, Systems and Logistics; and (4) for the Defense Supply Agency, by the Executive Director, Procurement and Production. A copy of each such determination covering a class of cases shall be forwarded to the Office of Assistant Secretary of Defense (Installations and Logistics) for information.

(c) Annual performance bonds may be used only in connection with contracts other than construction contracts. When such a bond is used and has been completely obligated in an amount equal to the panel sum thereof, an additional bond shall be obtained to cover additional contracts.

§ 10.104–3 Payment bonds.

Generally, payment bonds for contracts other than construction contract may be required only if a performance bond is also required, in which case the penal sum of the payment bond should ordinarily be equal to or less than that of the performance bond. Ordinarily if a performance bond is required, a payment bond of equal penal amount can be obtained at no additional cost.

36. Section 10.105 is revised; new §§ 10.105–1, 10.105–2, and 10.105–3 are added; and §§ 10.106, 10.107, 10.108 are revoked, as follows:

§ 10.105 Other types of bonds.

§ 10.105–1 Advance payment bonds.

The extent to which advance payment bonds will be required shall be in accordance with procedures prescribed by each respective Department. Whenever such a bond is required, the penal sum thereof shall be in the amount deemed adequate by the contracting officer for the protection of the Government.

§ 10.105–2 Patent infringement bonds.

Patent infringement bonds shall be required only in connection with contracts containing provision for patent indemnity, and then only if a performance bond has not been executed and if the financial responsibility of the contractor is unknown or doubtful. Whenever such a bond is required, the penal sum thereof shall be in an amount deemed adequate by the contracting officer for the protection of the Government.

§ 10.105–3 Other types of bonds.

Other types of bonds may be used only when, in the opinion of the head of the procuring activity concerned, such bonds are necessary or desirable in connection with the procurement of particular supplies or services.

§ 10.106 Patent infringement bonds. [Revoked]

§ 10.107 Other types of bonds. [Revoked]

§ 10.108 Execution and administration of bonds. [Revoked]

37. New §§ 10.110, 10.111, 10.111–1, 10.111–2, and 10.112 are added, as follows:

§ 10.110 Execution of bonds.

Several prescribed forms for bonds and related documents are listed in § 16.805 of this chapter and reproduced in Appendix F.[1] Bonds and related documents executed on such forms shall comply with the instructions accompanying each form, except that minor deviations may be approved by appropriate legal personnel.

§ 10.111 Additional bond and consent of surety.

§ 10.111–1 Additional bond.

Requirements for additional bond resulting from changes or modifications to construction contracts are prescribed by §§ 10.103–1(b) and 10.103–2(b). If a contract other than a construction contract for which a performance or payment bond has been executed is increased in price or modified to cover new or additional work, the contracting officer shall decide whether additional bond should be required in order to adequately protect the interest of the Government (the criteria of §§ 10.104–1 and 10.104–2 may be used as a general guide for this purpose). The following form of consent of surety is authorized for contract modifications (to both construction and other than construction contracts) which provide for an increase in the penal sums of bonds previously given by the original surety.

CONSENT OF SURETY

Date _____
Contract No. _____
Supplemental Agreement No. _____
Change Order No. _____

Consent of Surety is hereby given to the foregoing contract modification, and the surety agrees that its bond or bonds shall apply and extend to the contract as modified or amended thereby. The principal and surety further agree that on and after the execution of this consent, the penalty of the aforementioned performance bond or bonds is hereby increased by _____ dollars, and the penalty of the aforementioned pay-

[1] Appendix F, containing a facsimile of bond forms, has been filed with the Office of the Federal Register; copies of forms may be obtained through the contracting officer in any of the military departments.

ment bond or bonds is hereby increased by ---------- dollars.

In presence of—

[SEAL]

---------- ----------
(Individual principal) *

---------- ----------
(Address) (Business address)

Attest: ----------
(Corporate principal) *

(Business address)

---------- By ----------
(Affix corporate seal)

(Corporate surety)

(Business address)

---------- By ----------
(Affix corporate seal)

----

*This consent shall be executed concurrently with the execution of the attached modification by the same person who executes the modification. If the individual who signs the consent on behalf of a corporation does not execute the modification, a Certificate of Corporate Principal shall be submitted with the consent.

§ 10.111–2 Consent of surety.

The following consent of surety shall be obtained from the surety or sureties on existing bonds in connection with any amendment, modification or supplemental agreement if:

(a) Additional bond is obtained from other than the original surety;

(b) No additional bond is required and (1) the modification is for new or additional work beyond the scope of the contract, or (2) the modification does not enlarge or diminish the scope of the contract, but changes the contract price (upward or downward) by more than $25,000 or 10 percent of the contract price; or

(c) Consent of surety is required in connection with a novation agreement (see § 1.1602(b) (10) of this chapter).

CONSENT OF SURETY

Date ----------
Contract No. ------
Supplemental Agreement No. ------
Change Order No. ------

Consent of Surety is hereby given to the foregoing contract modification and the surety agrees that its bond or bonds shall apply and extend to the contract as modified or amended thereby.

Corporate surety

Attest:

---------- ----------
(Business address)

By ----------
Affix
---------- Corporate
(Title) Seal

----

§ 10.112 Administration.

Procedures for assuring the legal sufficiency of bonds and consents of surety, and the distribution and administration thereof, may be prescribed by each respective Department.

38. Subpart B is revised to read as follows:

Subpart B—Sureties

Sec.
10.201 General requirements of sureties.
10.201–1 Corporate sureties.
10.201–2 Individual sureties.
10.201–3 Partnerships as sureties.
10.201–4 Substitution or replacement of surety.
10.202 Options in lieu of sureties.
10.202–1 United States bonds or notes.
10.202–2 Certified or cashier's checks, bank drafts, money orders, or currency.

AUTHORITY: The provisions of this Subpart B issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 10.201 General requirements of sureties.

Every bond required or used in connection with a contract for supplies, services, or construction shall be supported by good and sufficient surety (corporate or individual) except as provided in § 10.202.

§ 10.201–1 Corporate sureties.

In connection with contracts for supplies, services, or construction to be delivered or performed in the United States, its possessions (other than the Canal Zone), or Puerto Rico:

(a) Solicitations shall not require that only corporate sureties may be furnished or that a particular corporate surety be furnished, except as may be otherwise specifically provided (e.g., position schedule bonds may be obtained only from corporate sureties); and

(b) Any corporate surety offered for a bond furnished the Government, or furnished pursuant to a Government contractual requirement, where the contracting officer has authority to approve the sufficiency of the surety, must appear on the Treasury Department List (TD Circular 570) and the amount of the bond must not be in excess of the underwriting limits stated in that list.

In connection with contracts to be performed in the Canal Zone, corporate Panamanian surety companies which are acceptable on bonds required by the Panama Canal Company may be accepted in addition to the corporate sureties appearing on the Treasury List. The acceptability of Panamanian sureties shall be subject to the conditions and restrictions (including any requirement for security deposits) similar to those imposed by the Panama Canal Company, and to a determination by the contracting officer that the amount of the bond is commensurate with the underwriting capacity of the surety. For contracts to be performed in a foreign country, sureties not appearing on Treasury Department Circular 570 are acceptable if it is determined by the contracting officer that it is impracticable for the contractor to use Treasury listed sureties.

§ 10.201–2 Individual sureties.

(a) *Acceptability.* Individual sureties are acceptable for all types of bonds other than position schedule bonds. Individual sureties shall be citizens of the United States, except that sureties on bonds executed in foreign countries, in possessions of the United States, or in Puerto Rico, to secure the performance of contracts entered into in those places need not be citizens of the United States, but if not citizens of the United States shall be domiciled in the place where the contract is to be performed.

(b) *Number.* If individual sureties are used, there shall be at least two responsible individuals on each bond.

(c) *Extent of liability.* The liability of each individual surety shall extend to the entire penal amount of the bond.

(d) *Justification.* The contracting officer, in evaluating bonds and consents of surety underwritten by individual sureties, must first ascertain that all documents, including the Affidavits of Individual Surety required by Instruction No. 2 on the reverse of Standard Form 24, "Bid Bond," Standard Form 25, "Performance Bond," and Standard Form 25A, "Payment Bond," have been completely filled out and are properly executed. The contracting officer must next ascertain that each individual surety, underwriting a bond or consent of surety which increases the penal amount of a bond previously furnished, justifies his net worth "in a sum not less than the penalty of the bond" as required by Instruction No. 3 on the reverse of Standard Form 28, "Affidavit of Individual Surety." Since individual sureties are jointly and severally liable in the event of default by the principal, each individual surety must list on Standard Form 28 a net worth at least equal to the total penal amount of the bond or consent of surety. Example: If performance and payment bonds on a construction contract have penal amounts of $4,000 and $2,000, respectively, each individual surety must show a net worth of at least $6,000 to have the contracting officer accept his underwriting of such bonds. Normally, net worth is the difference between the block on Standard Form 28 titled "Amount I Am Worth in Real Estate and Personal Property, etc." and the total of the blocks titled "All Mortgages or Other Encumbrances, etc." and "All Other Bonds, etc." Example: If an individual surety designates in the appropriate blocks on Standard Form 28 that he is worth $50,000 in real estate and personal property, that he has mortgages and other encumbrances totalling $17,000 and that he is presently a surety of other bonds with total penal amounts of $8,000, his net worth would be $25,000. In determining the net worth of an individual surety, however, the contracting officer is expected to exercise judgment in considering all relevant information furnished by the individual surety on Standard Form 28. Example: The contracting officer should normally consider the "fair value" of real estate rather than the "assessed value" for taxation purposes. However, there may be situations where the assessed value is a more realistic figure for determining net worth and in those cases, the figure in the "Assessed Value" block on Standard Form 28 should be used. If the contracting officer cannot make a determination of net worth on the basis of information furnished on Standard Form 28, he should require the individual surety to furnish additional information. As a general rule, the contracting officer should not require extrinsic evidence of an individual surety's net worth (other than Standard Form 28) unless Standard

Form 28 is not filled out completely or properly, or unless the contracting officer has reason to believe that the individual surety's statements on Standard Form 28 do not reflect his true net worth.

(e) *Stockholders as sureties.* On any bond of which a corporation is the principal obligor, a stockholder of that corporation is acceptable as cosurety on the bond: *Provided*, That his net worth exclusive of his stock holdings or other interests, such as loans, in the corporation is equal to the amount for which he justified: *And provided further*, That such fact is expressly stated in his affidavit of justification.

§ 10.201–3 Partnerships as sureties.

A partnership or other unincorporated association, as such, shall not be accepted as surety. The individual members of the partnership or association may, if they meet the requirements of § 10.201–2, qualify as sureties. Individual members of a partnership or association shall not be acceptable as sureties on bonds under which the partnership or association, or any copartner or member thereof, is the principal obligor.

§ 10.201–4 Substitution or replacement of surety.

In case of financial embarrassment, failure, or other disqualifying cause on the part of a surety, substitution of a new surety is required. In other cases, substitute sureties may be accepted, when consistent with the Government's interest.

§ 10.202 Options in lieu of sureties.

Any one or more of the types of security listed below may be deposited by the contractor in lieu of furnishing corporate or individual sureties on bonds. Any such security accepted by the contracting officer shall be promptly turned over to the disbursing officer concerned for Army, Navy, and Defense Supply Agency contracts, and to the accounting and finance officer concerned for Air Force contracts, except that when United States bonds or notes are involved, they shall be deposited as provided in § 10.202–1. Any such security or its equivalent shall be returned to the contractor when the obligation of the bond has by its terms ceased.

§ 10.202–1 United States bonds or notes.

In accordance with the provisions of the Act of 24 February 1919, as amended (6 U.S.C. 15) and Treasury Department Circular No. 154 (6 February 1935), any person required to furnish a bond has the option, in lieu of furnishing surety or sureties thereon, of depositing United States bonds or notes in an amount equal at their par value to the penal sum of the bond, together with an agreement authorizing the collection or sale of such United States bonds or notes in the event of default on the penal bond. The contracting officer may turn these securities over to the disbursing officer or accounting and finance officer as provided in §§ 10.202—10.202–2, or deposit them with the Treasurer of the United States, a Federal Reserve Bank, branch Federal Reserve Bank having the requisite facilities, or other depositary duly designated for that purpose by the Secretary of the Treasury, under procedures prescribed by the Department concerned and Treasury Department Circular No. 154. However, the contracting officer shall deposit with the Treasurer of the United States all such bonds and notes received by him in the District of Columbia.

§ 10.202–2 Certified or cashier's checks, bank drafts, money orders, or currency.

Any person required to furnish a bond has the option, in lieu of furnishing surety or sureties thereon, of depositing a certified or cashier's check, a bank draft, a Post Office money order, or currency, in an amount equal to the penal sum of the bond. Certified or cashier's checks, bank drafts, or Post Office money orders shall be drawn to the order of the Treasurer of the United States.

39. New § 10.405 is added; §§ 10.501–1, 10.501–2, 10.501–3, and 10.501–4 are revised; and new § 10.505 is added, as follows:

§ 10.405 Work at Government installation.

(a) Any contract requiring performance of construction, repair, or utilities work on Government installation shall require that any contractor or subcontractor doing such work furnish a statement in writing to the contracting officer attesting to the existence, in addition to legally required insurance, of comprehensive general liability and automobile insurance, in each instance for both bodily injury and property damage in such limits as contracting officer deems reasonable under the circumstances. The solicitation shall state the minimum insurance coverage required.

(b) Contractors and subcontractors may submit annual statements in compliance with the foregoing requirements, which statements shall be accepted in satisfaction thereof to the extent of the insurance coverage so reported.

(c) The foregoing requirements are not applicable to contracts of less than $2,500, or for work to be performed outside the United States, its possessions, and Puerto Rico.

§ 10.501–1 Workmen's compensation and employers' liability insurance.

Compliance with applicable workmen's compensation and occupational disease statutes will be required, and the insurance policy will also include employers' liability coverage, where available. In jurisdictions where all occupational diseases are not compensable under applicable law, insurance for occupational disease will be required under the employer's liability section of the insurance policy; however, such additional insurance will not be required where contract operations are commingled with the contractor's commercial operations so that it would be impracticable to require such coverage. The clause set forth in § 10.403 shall be included in all public work contracts as described in § 10.403 to be performed outside the United States. In those jurisdictions where there is a "per accident" limitation for employers' liability, a minimum limit of $100,000 per accident will be required.

§ 10.501–2 General liability insurance.

Bodily injury liability insurance will be required on the comprehensive form of policy. Property damage liability insurance will be required only in special circumstances as determined by the Departments concerned. Property damage liability insurance may be approved when the nature of the contract operations warrants its purchase or where they are not separable from the contractor's commercial operations. Minimum limits of $50,000 per person and $100,000 per accident for bodily injury will be required.

§ 10.501–3 Automobile liability insurance.

This insurance will be required on the comprehensive form of policy and will provide for bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. The minimum limits of $50,000 per person and $100,000 per accident for bodily injury and $5,000 per accident for property damage will be required.

§ 10.501–4 Aircraft public and passenger liability insurance.

Where aircraft are used in connection with the performance of the contract, such insurance ordinarily will be considered required coverage. The minimum limits of $50,000 per person and $100,000 per accident for bodily injury, other than passenger liability, and a limit of $50,000 per accident for property damage shall be required. Passenger liability bodily injury limits of $50,000 per passenger with an aggregate equal to total number of seats or number of passengers whichever is greater, shall be required.

§ 10.505 Group insurance plans under cost-reimbursement type contracts.

(a) Group Insurance Plans under cost-reimbursement type contracts are to be submitted for approval to the heads of procuring activities for the Department of the Army; Office of Naval Material for the Department of the Navy; administrative contracting officers for the Department of the Air Force; and the Directorate of Procurement and Production for the Defense Supply Agency. The purpose of approval is to insure that such plans are not more extensive under Government cost-reimbursement type contracts than under a contractor's regular commercial operation. Provision also should be made for the Government to participate in its proportionate share of all premium refunds or credits upon contract completion or termination, and that the assignment of any special reserves and unpaid refunds or credits will be made to the Government.

(b) The Defense Department Group Term Insurance Plan is available for use by cost-reimbursement type contractors. A contractor is eligible only if the number of covered employees is 500 or more, and (1) the contractor is wholly engaged in operations under eligible contracts; or (2) 90 percent or more of

the payroll of contractor's operations to be insured under the Plan arises under eligible contracts. Such plans are to be submitted for approval to the Army Materiel Command, Attn: AMCPP-PS, for the Department of the Army; the Office of Naval Material for the Department of the Navy; Air Force Systems Command, Attn: SCKPF, for the Department of the Air Force; and the Directorate of Procurement and Production for the Defense Supply Agency.

40. Subpart F is revised to read as follows:

Subpart F—Special Casualty Insurance Rating Plans

Sec.
10.600 Scope of subpart.
10.601 Purpose of plans.
10.602 Description of plans.
10.603 Use and eligibility for plans.
10.604 Agreement for settlement of premiums under National Defense Projects Rating Plan.

AUTHORITY: The provisions of this Subpart F issued under sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 10.600 Scope of subpart.

This subpart sets forth principles and requirements for use of the National Defense Projects Rating Plan, which is available for application on both domestic and foreign contracts which meet the eligibility requirements set forth herein. This subpart likewise applies to the World War II War Department Insurance Rating Plan, also known as the War Projects Insurance Rating Plan, which is currently available for application only outside the United States. These plans provide a special rating formula for the purchase of the casualty insurance coverages listed in §§ 10.501–1 through 10.501–3, and are mandatory as to contracts which meet the use and eligibility standards set forth in § 10.603. Subcontractors whose contracts provide that the prime contractor shall furnish insurance and whose operations are at the project site, shall be automatically included in the prime contractor's rating plan policies for similar coverage. Subcontractors whose operations are away from the project site will not be included in the prime contractor's rating plan. These conditions will govern unless the Military Departments direct otherwise.

§ 10.601 Purpose of plans.

These plans are designed to utilize the services and organizations of the insurance industry for safety engineering and the handling of claims arising under eligible contracts at a minimum cost to the Government.

§ 10.602 Description of plans.

These plans are effected by endorsements attached to standard insurance policy forms for workmen's compensation, employer's liability, general liability, and automobile liability. The rating plans provide for a fixed deposit premium, for a reduced rate of current premium payments, for yearly adjustments of the premium depending upon loss experience during the period, and for final adjustment of the premium based upon the experience of the entire period covered by the policies. The final adjustment may be deferred for a maximum of 68 months after expiration of the policies. The total adjusted premium is the sum of the following:

(a) A fixed charge which is a percentage of the standard premium and is to compensate the insurance company for general expenses other than those referred to hereafter;

(b) Modified losses, which are the losses paid or incurred, multiplied by a conversion factor of 1.12 to compensate the insurance company for claim department expense;

(c) Allocated claims expenses, which are expenses for claims services not of the type ordinarily rendered by the insurer's claim department, such as actual expenditures for attorney's fees and other trial or hearing expenses in connection with litigated cases;

(d) Special assessments imposed by the applicable jurisdiction for purposes such as second injury funds, rehabilitation funds, maintenance of workmen's compensation commissions, etc.; and

(e) Actual premium taxes.

Each of the above adjustments are subject to review by authorized representatives of the Department concerned, and the total adjusted premium derived therefrom cannot exceed a maximum premium which is a percentage of the standard premium developed by use of manual rates issued or approved by the appropriate rating organization. In general, the plans are variations of commercially available insurance rating plans, but have been specifically developed to meet the requirements of the Departments.

§ 10.603 Use and eligibility for plans.

The rating plans described in this subpart shall be applied to all eligible defense projects where such application is determined by the Army Materiel Command, Attention: AMCPP-PS, for the Department of the Army; the Office of Naval Material for the Department of the Navy; Air Force Systems Command, Attn: SCKPF, for the Department of the Air Force; and the Directorate of Procurement and Production for the Defense Supply Agency, to be in the best interest of the Government. The rating plans may be applied to cost-reimbursement type contracts and also, in appropriate cases, to fixed-price contracts with price redetermination provisions. A defense project is eligible for application of a plan when (a) eligible Government contracts represent, at inception of the plan, at least 90 percent of the payroll for total operations at the specific locations of the project, and (b) the annual premium for insurance is estimated to be at least $10,000. A defense project may include contracts awarded by more than one Department to the same contractor.

§ 10.604 Agreement for settlement of premiums under National Defense Projects Rating Plan.

The following agreement shall be used for accomplishing the assignment to the Government of the interest in return premiums, premium refund, et al., on insurance policies issued under the National Defense Projects Rating Plans, upon termination or completion of the contract, when the Government has assumed the payment of the contractor's obligation for further premium payment under such policies:

It is agreed that _____% of the return premiums and premium refunds (and dividends) due or to become due the prime contractor under the policies to which the National Defense Projects Rating Plan Endorsement made a part of policy _____ applies are hereby assigned to and shall be paid to the United States of America, and the prime contractor directs the Company to make such payments to the Treasurer of the United States acting for and on account of the United States of America.

The United States of America hereby assumes and agrees to fulfill all present and future obligations of the prime contractor with respect to the payment of _____% of the premiums under said policies.

This agreement, upon acceptance by the prime contractor, the United States of America and the Company shall be effective from _____.

Accepted
_____ _____
(Date) (Title of official signing)
By _____
(Name of insurance company)

Accepted
_____ UNITED STATES OF AMERICA
(Date) By _____
(Authorized representative)
_____
(Prime contractor)
By _____
(Authorized representative)

Accepted
_____
(Date)

PART 12—LABOR

41. Sections 12.302(a) and 12.403–3 are revised to read as follows:

§ 12.302 Applicability.

* * * * *

(a) Contracts (or portions thereof) to be performed in a foreign country or within territory under the jurisdiction of the United States other than the following: a state of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, and the Canal Zone, to the extent that such contracts (or portions thereof) may require or involve the employment of laborers or mechanics there:

* * * * *

§ 12.403–3 Overseas contracts.

Every construction contract for work outside the United States but within any area within United States jurisdiction as stated in § 12.302 shall include (a) the Work Hours Act of 1962—Overtime Compensation clause set forth in § 12.403–1(2), and (b) the Subcontracts—Termination clause set forth above in § 12.403–1(7), except that the first sentence thereof shall be modified to refer only to the clauses entitled "Work Hours Act of 1962—Overtime Compensation" and "Subcontracts—Termination."

§ 12.604 [Amended]

42. In § 12.604, the reference to "§ 3.111" is changed to read "§ 3.508."

PART 15—CONTRACT COST PRINCIPLES AND PROCEDURES

43. Section 15.205–44(a) is revised and new § 15.205–47 is added, as follows:

§ 15.205–44 Training and educational costs.

(a) Costs of preparation and maintenance of a program of instruction at non-college level, including but not limited to on-the-job, classroom and apprenticeship training, designed to increase the vocational effectiveness of bona fide employees, including training materials, textbooks, salaries or wages of trainees (excluding overtime compensation which might arise therefrom), and

(1) Salaries of the director of training and staff when the training program is conducted by the contractor; or

(2) Tuition and fees when the training is in an institution not operated by the contractor;

are allowable.

* * * * *

§ 15.205–47 Economic planning costs.

(a) This category includes costs of generalized long-range management planning which is concerned with the future over-all development of the contractor's business and which may take into account the eventual possibility of economic dislocations or fundamental alterations in those markets in which the contractor currently does business.

(b) Economic planning costs are allowable as indirect costs to be properly allocated. Research and development and engineering costs designed to lead to new products for sale to the general public are not allowable under this provision.

PART 16—PROCUREMENT FORMS

44. New subdivision (xii) is added to § 16.202(b)(2); §§ 16.203–3, 16.303–1(a)(4), 16.303–2, and 16.401–3(a) are revised; in § 16.805, the introductory portion of paragraph (j), and the introductory portion of paragraph (k), are revised; and § 16.815 is revised, to read as follows:

§ 16.202 Negotiated contract forms (DD Forms 1261 and 1270).

* * * * *

(b) * * *

(2) * * *

(xii) Where inspection and acceptance are at origin, where contract administration is performed at origin, where delivery at multiple destinations is required, or where otherwise appropriate, the "Material Inspection and Receiving Report" clause (see § 7.105–7 of this chapter) may be inserted in the Schedule.

§ 16.203–3 Instructions regarding late proposals.

The Request for Proposals block on the face of DD Form 746 may be modified so as to specify a time, as well as a date, by which proposals are to be received at the issuing office.

§ 16.303–1 General.

(a) * * *

(4) DD Form 1155s, Additional General Provisions, Modification, and Acceptance, used with the DD Form 1155 in negotiated procurements provides:

(i) Additional general provisions;

(ii) A block for modifications;

(iii) A block for the contracting officer to mark if the contractor's written acceptance is requested; and

(iv) A space for the contractor's signature when a written acceptance is requested.

* * * * *

§ 16.303–2 Conditions for use.

(a) *General.* The foregoing forms shall be used, as appropriate, except where utility services are procured under General Services Administration area contracts as provided in Subpart H, Part 5 of this chapter. When used as purchase orders, these forms shall be used only for the purchase of supplies or services other than personal services.

(b) *Use as a purchase order of not more than $2,500.* DD Form 1155 is authorized for negotiated purchases of not more than $2,500: Provided,

(1) The procurement is unclassified;

(2) No clauses covering the subject matter of any clause set forth in this subchapter, other than clauses set forth on the back of DD Form 1155, and clauses referred to in subparagraphs (3) through (9) of this paragraph and in paragraph (c) of this section, are to be used;

(3) When the contract is for the procurement of supplies and data or solely for data, one of the clauses set forth in §§ 9.203 through 9.206 of this chapter shall be added when required by the instructions contained in Subpart B, Part 9 of this chapter;

(4) When required by Subpart D, Part 6 of this chapter, the contract clause set forth in § 6.403 of this chapter, shall be added;

(5) The "Priorities, Allocations, and Allotments" clause (see § 7.104–18 of this chapter) may be inserted in the schedule where required;

(6) When required by Subpart F, Part 4 of this chapter, Humane Slaughter of Livestock, the procedures set forth in § 4.604 of this chapter will be followed;

(7) Where inspection and acceptance are at origin, where contract administration is performed at origin, where delivery at multiple destinations is required, or where otherwise appropriate; the "Material Inspection and Receiving Report" clause (see § 7.105–7 of this chapter) may be inserted in the Schedule, when authorized by Departmental procedures;

(8) Where the contract is for Military Assistance Program items, the "United States Products (Military Assistance Program)" certificate and clause (see §§ 6.703–3 and 6.703–4 of this chapter) shall be inserted in the Schedule, and Paragraph 6 of the General Provisions (Foreign Supplies) deleted;

(9) The clauses set forth in § 1.1208 of this chapter may be used in accordance with the provisions of that section; and

(10) When the 1 April 1961 edition of the form is used for construction contracts of $2,000 or less for work within the United States, the clauses set forth in §§ 12.403–2 (2) and (3) and 12.403–4 of this chapter shall be added as appropriate; when utilizing later editions of the form, only the clause set forth in § 12.403–4 of this chapter need be added when applicable.

(c) *Use as a purchase order in excess of $2,500 by deployed units.* DD Form 1155 is authorized for purchases negotiated in accordance with Subpart B, Part 3, of this chapter, in excess of $2,500 but not more than $10,000: Provided,

(1) The procurement is unclassified;

(2) The procurement is accomplished by units which are deployed to remote areas away from established Department of Defense installations with procurement functions;

(3) The mission involving the deployment action is directed by authority above the unit to be deployed;

(4) The commander of the deployed unit determines the supplies and nonpersonal services to be procured are required for mission accomplishment and time does not permit requirements being satisfied through normal channels;

(5) The transaction does not exceed $10,000;

(6) The supplies or services are immediately available;

(7) One payment will be made;

(8) When required by § 7.104–15 of this chapter, the Examination of Records clause shall be added;

(9) When required by Subpart D, Part 11 of this chapter, one of the clauses set forth in § 11.403 of this chapter shall be added; and

(10) Authority will be used only from time of initial deployment or mission commencement of a unit until such time as normal channels of support for the unit are established.

(d) *Use of DD Form 1155s.* DD Form 1155s is authorized for use in conjunction with DD Form 1155 where:

(1) It is desired to consummate a binding contract between the parties before the contractor undertakes performance, in which case the contracting officer shall mark the block requiring acceptance by the contractor and shall attach the DD Form 1155s to the DD Form 1155;

(2) It is desired to modify the purchase order by action authorized under the Changes clause, in which case the contracting officer shall mark the block requiring acceptance by the contractor; that block need not be marked, however, if the contractor has previously executed such an acceptance on an 1155s issued under that purchase order;

(3) It is desired to modify the purchase order by making administrative changes such as the correction of typographical errors, changes in the paying to office and changes in the accounting and appropriation data, in which case acceptance by the contractor is not required;

(4) It is desired to otherwise modify the purchase order, in which case the

contracting officer shall mark the block requiring acceptance by the contractor.

No additional clauses are authorized except as provided in paragraph (b)(2) of this section.

(e) *Use as a delivery order.* Except as to specialized procurements for which other instructions are given by this subchapter or Departmental procedures, DD Form 1155 shall be used without monetary limitation as a delivery order for ordering supplies and services:

(1) Under indefinite delivery type contracts (see 3-409), including such contracts made by Government agencies outside of the Department of Defense: Provided, (i) the order is issued in accordance with and subject to the terms and conditions of, such contract and (ii) the order refers to the particular contract involved;

(2) From Government agencies outside the Department of Defense; and

(3) From designated Agencies for the Blind in accordance with § 5.504-2 of this chapter.

(f) *Use as a public voucher.* DD Form 1155 is authorized for use as a public voucher:

(1) Up to $2,500 when the form is used as a purchase order under paragraph (b) of this section;

(2) Up to $10,000 when the form is used as a purchase order by deployed units under conditions enumerated in paragraph (c) of this section;

(3) Without monetary limitation when the form is used as a delivery order; and

(4) Without monetary limitation as the basis for payment of an invoice against blanket purchase agreements and charge accounts.

(g) *DD Form 1155c (Continuation Sheet) or Standard Form 36 (Continuation Sheet).* These forms shall be used if additional space is required, as provided by Departmental procedures.

§ 16.401-3 Conditions for use.

(a) *Advertised contracts not to exceed $2,000.* Standard Form 19 shall be used for construction contracts not in excess of $2,000 executed as a result of formal advertising. Standard Form 22 also may be used. When the contract may exceed $2,000, the following language shall be inserted in the space provided in the bid portion of Standard Form 19 prior to the issuance of the invitation:

If this bid exceeds $2,000, the bidder shall furnish with his bid a bid guaranty in an amount equal to ____% of his bid; failure to submit the guaranty on time is cause for rejection of the bid. The undersigned further agrees, if this bid exceeds $2,000 (i) to comply with the Labor Standards Provisions Applicable to Contracts in Excess of $2,000 (Standard Form 19A) in lieu of Provision 10 hereof; (ii) to pay not less than the minimum hourly rates of wages set forth in the specifications; and (iii) to furnish a performance bond in an amount equal to ____% and a payment bond in an amount equal to 50% of the contract price with surety or sureties acceptable to the Government; and (iv) to furnish such additional amount of performance and payment bonds as may be required by the Contracting Officer in connection with any increase in the contract price. (Mar. 1964)

* * * * *

§ 16.805 Bond forms.

* * * * *

(j) Performance Bond Form for Subcontracts (see § 10.103-3(a) of this chapter).

* * * * *

(k) Payment Bond Form for Subcontracts (see § 10.103-3(a) of this chapter).

* * * * *

§ 16.815 Contract modification forms.

This section prescribes forms for the modification of contracts (other than small purchases using DD Form 1155) for the procurement of supplies or services.

PART 30—APPENDIXES TO ARMED SERVICES PROCUREMENT REGULATIONS

45. In § 30.2, paragraphs 203(b), 301 (b) and 304.3 are revised; and in § 30.3, paragraph 207.5 is revised, new paragraph 211.6 is added, and paragraph 306 (c) is revised, as follows:

§ 30.2 Appendix B—Manual for control of Government property in possession of contractors.

* * * * *

203 *Duties and responsibilities of the Property Administrator.*

* * * * *

(b) He shall, as the authorized representative of the contract administrator or administrators, insure compliance with the contract requirements relative to Government property and insure fulfillment of all obligations imposed by this Manual. He shall at the inception of each contract review and approve in writing the contractor's property control system, except that where the contractor has a number of contracts, the property administrator may perform such review and give such approval not less often than six months.

* * * * *

301 *General.*

* * * * *

(b) The contractor's property control system shall be reviewed and approved in writing by the property administrator either at the inception of each contract or periodically, as provided in B-203(b). Any necessary corrective action will be required of the contractor prior to approval. Such corrective action will normally be effected by the property administrator through mediation with the contractor. Where corrective action would involve substantial increased costs or where agreement as to the corrective action is not reached through mediation, the differences will be referred to the contract administrator.

* * * * *

304.3 *Records of plant equipment.* (a) The contractor shall maintain individual records of each item of Government-owned plant equipment having a unit cost of $500 or more which shall consist of the following information:

(i) Name and address of contractor (which should be printed on the record).

(ii) Federal supply code for manufacturer (Cataloging Handbooks H4-1, H4-2) and, at the option of the contractor, the name and address of the equipment manufacturer.

(iii) Model number of the plant equipment item.

(iv) Serial number and year built (when available).

(v) U.S. Government identification number.

(vi) Noun name of the item and the Federal Supply Classification (Cataloging Handbooks H2-1, H2-2, and H2-3).

(vii) Acquisition document reference and date.

(viii) Disposition document reference and date.

(ix) Contract number under which acquired.

(x) Unit price when provided by Government or cost (f.o.b. manufacturer) when contractor acquired.

The record may be maintained manually or by mechanized accounting methods. Notwithstanding the approval of the Contractor's Record and Property Control System, the contractor shall, with respect to plant equipment items acquired after 1 July 1961, having a unit cost of $500 or more, prepare DD Form 1342, shown in F-200.1342, at the time of acquisition or receipt. When such items become idle or excess to the needs of the contractor, the contractor shall also prepare the DD Form 1342s, shown in F-200.1342s. If changes occur in original data or supplemental data is required, a revised DD Form 1342 must be prepared by the contractor. The contractor shall retain the original of such forms and the copies shall be delivered to the property administrator who shall provide the blank DD Forms. The contractor may, at his option, use said original of DD Form 1342 as his official property record for such item.

(b) *Record of accessory and auxiliary equipment.* Individual records for accessory and auxiliary equipment which is attached to or otherwise a part of an item of plant equipment and which is required for its normal operation need not be maintained, but the description of such accessory and auxiliary equipment shall be entered on the respective plant equipment records.

(c) *Record of manufacturing systems.* Where plant equipment and accessory type items are assembled and interconnected to form a single operating unit designed to perform continuously the same manufacturing process, such equipment may, for property and inventory control purposes, be grouped and reported as a single item of plant equipment on one plant equipment record in lieu of an individual record for each component comprising the item of plant equipment. This does not preclude the requirement for completely describing the component items nor does it preclude the use of more than one plant equipment record when additional space is required.

(d) *Stock record.* Summary stock records, rather than individual item records, shall be maintained for minor plant equipment and for plant equipment costing between $200 and $500 per unit. The summary stock record, or mechanized accounting system, shall contain the following information:

(i) Name and address of contractor—which should be printed on the property record.

(ii) Noun name and Federal Supply Classification of item.

(iii) Acquisition document reference and date.

(iv) Disposition document reference and date.

(v) Contract number under which acquired.

(vi) Unit price.

(vii) Quantity received.

(viii) Quantity transferred or disposed of.

(ix) Balance on hand.

In addition, where appropriate as determined by the property administrator, the serial number or Government identification number for each item shall be recorded in a permanent manner in the property records and, upon disposition, lined out or otherwise deleted from the record.

(e) *Locator system.* The contractor shall be prepared to locate any item of such property within a reasonable time after request therefor.

* * * * *

§ 30.3 Appendix C—Manual for control of Government property in possession of nonprofit research and development contractors.

* * * * *

207.5 *Records of plant equipment.* (a) The contractor shall maintain individual records of each item of Government-owned plant equipment having a unit cost of $500 or more, which shall consist of the following information:

(i) Name and address of contractor (which should be printed on the record).

(ii) Federal supply code for manufacturer (Cataloging Handbooks H4–1, H4–2) and, at the option of contractor, the name and address of equipment manufacturer.

(iii) Model number of the plant equipment item.

(iv) Serial number and year built (when available).

(v) U.S. Government identification number.

(vi) Noun name of the item and the Federal Supply Classification (Cataloging Handbooks H2–1, H2–2, H2–3).

(vii) Acquisition document reference and date.

(viii) Disposition document reference and date.

(ix) Contract number under which acquired.

(x) Unit price when provided by Government, or cost (f.o.b. manufacturer) when contractor acquired.

The record may be maintained manually or by mechanized accounting methods. Notwithstanding the approval of the Contractor's Record and Property Control System, the contractor shall, with respect to plant equipment items acquired after 1 July 1961, having a unit cost of $500 or more, prepare DD Form 1342, shown in F–200.1342, at the time of acquisition or receipt. When such items become idle or excess to the needs of the contractor, the contractor shall also prepare the DD Form 1342s, shown in F–200.1342s. If changes occur in original data or supplemental data is required, a revised DD Form 1342 must be prepared by the contractor. The contractor shall retain the original of such forms and the copies shall be delivered to the property administrator who shall provide the blank DD Forms. The contractor may, at his option, use said original of DD Form 1342 as his official property record for such item.

(b) Summary stock records or the individual item records as prescribed by C–207.4 should be maintained for minor plant equipment and plant equipment costing between $200 and $500 per unit. These records or the mechanized accounting system shall contain the following information:

(i) Name and address of contractor—which should be printed on the property record.

(ii) Noun name and Federal Supply Classification of the item.

(iii) Acquisition document reference and date.

(iv) Disposition document reference and date.

(v) Contract number under which acquired.

(vi) Unit price.

(vii) Quantity received.

(viii) Quantity transferred or disposed of.

(ix) Balance on hand.

In addition, where appropriate as determined by the property administrator, the serial number or the Government identification number for each item shall be recorded in a permanent manner in the property records and, upon disposition, lined out or otherwise deleted from the record.

211.6 *Financial control accounts.* The contractor's property control system should be such as to provide semi-annually the dollar amount of Government-owned industrial facilities for each Military Department or Defense Agency, in the following classifications:

(i) Land and rights therein;

(ii) Utility distribution systems;

(iii) Buildings, structures and improvements thereto, excluding plant equipment;

(iv) Plant equipment, excluding production equipment and minor plant equipment; and

(v) Production equipment.

The contractor's accounts will be susceptible to local reconciliation in total and subtotal as to whether contractor-acquired or Government-furnished. Reports of dollar amounts by the above classifications shall be furnished by the contractor to the property administrator upon request; but, such reports shall not be required more often than semi-annually. Bureau of the Budget No. 22–R235 has been assigned to these reports.

* * * * *

306 *Property control records.* * * *

(c) *Plant equipment.* The contractor shall maintain property accounting records as stated in C–207.4 and C–207.5 for Government-owned plant equipment in his possession.

* * * * *

[Rev. 4 ASPR, Mar. 6, 1964] (Sec. 2202, 70A Stat. 120; 10 U.S.C. 2202. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314)

J. C. LAMBERT,
Major General, U.S. Army,
The Adjutant General.
BENJAMIN D. FAITH,
Alternate Certifying Officer
for the Federal Register.

[F.R. Doc. 64–5272; Filed, May 26, 1964; 8:46 a.m.]

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 213—EXCEPTED SERVICE

Post Office Department

Section 213.3311 is amended to show that the position, Private Secretary to the Deputy Executive Assistant to the Postmaster General, is excepted under Schedule C. Effective upon publication in the FEDERAL REGISTER, subparagraph (17) is added to paragraph (a) of § 213.3311 as set out below.

§ 213.3311 Post Office Department.

(a) *Office of the Postmaster General.* * * *

(17) One Private Secretary to the Deputy Executive Assistant to the Postmaster General.

* * * * *

(R.S. 1753, sec. 2, 22 Stat. 403, as amended; 5 U.S.C. 631, 633; E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] MARY V. WENZEL,
Executive Assistant to
the Commissioners.

[F.R. Doc. 64–5309; Filed, May 26, 1964; 8:47 a.m.]

PART 213—EXCEPTED SERVICE

Saint Lawrence Seaway Development Corporation

Section 213.3352 is amended to show that the position, Assistant Administrator, no longer is excepted under Schedule C. Effective upon publication in the FEDERAL REGISTER, paragraph (d) of § 213.3352 is revoked.

(R.S. 1753, sec. 2, 22 Stat. 403, as amended; 5 U.S.C. 631, 633; E.O. 10577, 19 F.R. 7521, 3 CFR, 1954–1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] MARY V. WENZEL,
Executive Assistant to
the Commissioners.

[F.R. Doc. 64–5310; Filed, May 26, 1964; 8:47 a.m.]

Title 7—AGRICULTURE

Chapter VII—Agricultural Stabilization and Conservation Service (Agricultural Adjustment), Department of Agriculture

SUBCHAPTER B—FARM MARKETING QUOTAS AND ACREAGE ALLOTMENTS

[Amdt. 6]

PART 722—COTTON

Subpart—Acreage Allotment Regulations for the 1964 and Succeeding Crops of Upland Cotton

TRANSFER OF COTTON ACREAGE AFFECTED BY A NATURAL DISASTER

This amendment is issued pursuant to the Agricultural Adjustment Act of 1938, as amended (52 Stat. 31, as amended; 7 U.S.C. 1281 et seq.).

(a) The purpose of this amendment is to designate States and counties that have been affected by a natural disaster within the meaning of section 344(n) of the Act.

(b) In order that determinations with respect to transfers of acreage for the 1964 crop may be made prior to the end of the cotton planting season, it is essential that this amendment be made effective as soon as possible. Accordingly, it is hereby determined and found that compliance with the notice, public procedure requirements and the 30-day effective date requirements of section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U.S.C. 1003) is impracticable

and contrary to the public interest and this amendment shall be effective upon filing of this document with the Director, Office of the Federal Register.

Paragraph (h) of § 722.226 of the acreage regulations for the 1964 and succeeding crops of upland cotton (28 F.R. 11041; 29 F.R. 2301, 5274, 5303, 5941) is amended by adding at the end thereof the following additional designated States and counties:

ARKANSAS

Ashley. Mississippi.
Desha.

GEORGIA

Bartow. Lowndes.
Floyd.

MISSISSIPPI

Grenada. Sharkey.
Calhoun. Tallahatchie.
Holmes. Yalobusha.

TENNESSEE

Obion. Tipton.
Shelby.

(Secs. 344(n), 375; 78 Stat. 177, 52 Stat. 66, as amended, 7 U.S.C. 1344(n), 1375)

Effective date. Date of filing this document with the Director, Office of the Federal Register.

Signed at Washington, D.C., on May 21, 1964.

H. D. GODFREY,
Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 64-5277; Filed, May 26, 1964; 8:46 a.m.]

Chapter VIII—Agricultural Stabilization and Conservation Service (Sugar), Department of Agriculture

SUBCHAPTER I—DETERMINATION OF PRICES

[Sugar Determination 876.16]

PART 876—SUGARCANE: HAWAII

Pursuant to the provisions of section 301(c)(2) of the Sugar Act of 1948, as amended (herein referred to as "act"), after investigation and due consideration of the evidence obtained at the public hearing held in Hilo, Hawaii, on November 22, 1963, the following determination is hereby issued:

§ 876.16 Fair and reasonable prices for the 1964 crop of Hawaiian sugarcane.

A producer of sugarcane in Hawaii who is also a processor of sugarcane (herein referred to as "processor") shall have paid, or contracted to pay, for sugarcane of the 1964 crop grown by other producers and processed by him, or shall have processed sugarcane of other producers under a toll agreement, in accordance with the following requirements:

(a) *Toll agreements.* (1) The rate for processing sugarcane under a toll agreement at Olokele Sugar Company, Ltd., and Kekaha Sugar Company, Ltd., shall be not more than the rate provided in the agreement between the producer and the processor applicable to the prior crop.

(2) (i) The rate for processing sugarcane delivered by a producer under a toll agreement to those processors listed below shall be not more than that established for each such processor.

Processor	Rate for processing	Delivery point
	(*Percent*)	
Puna Sugar Co., Ltd.	36	Mill.
Kohala Sugar Co.	33	Do.
Laupahoehoe Sugar Co.	45	Loaded in trucks.
Hilo Sugar Co., Ltd.	45	Do.
Onomea Sugar Co.	45	Do.
Pepeekeo Sugar Co.	45	Do.
Paauhau Sugar Co., Ltd.	45	Do.
Hawaiian Agricultural Co.	45	Do.
Hutchinson Sugar Co., Ltd.	45	Do.

(ii) The gross proceeds from sugar and molasses shall be determined in accordance with the Standard Sugar Marketing Contract and the Standard Molasses Marketing Contract entered into by the producer, or his agent, with the California and Hawaiian Sugar Refining Corporation, Ltd. (a cooperative agricultural marketing association herein referred to as C & H): *Provided*, That the gross proceeds so determined to be applicable to the sugar and molasses recovered from the sugarcane of the producer shall be converted to dollars per hundredweight of sugar, raw value basis, for the purpose of applying the rate for processing.

(iii) The applicable rate for processing established in this subparagraph for sugarcane of the producer shall cover (*a*) all transporting, handling, and processing costs applicable to the producers' sugarcane from the delivery point specified herein until the raw sugar and molasses recovered therefrom leaves the bulk sugar bin or the molasses tank of the processor, except those costs incurred for insuring such raw sugar and molasses while stored therein; (*b*) the cost of insuring such sugarcane against loss by fire to the same extent that sugarcane of the processor is insured; (*c*) the costs of weighing, sampling, and taring such sugarcane; (*d*) the cost of general weed and rodent control other than in the sugarcane fields of producers and alongside the roads adjacent thereto; and (*e*) the cost of all research and experimental work applicable to the production and processing of such sugarcane.

(iv) The sugarcane received from producers shall be handled and processed by the processor in a manner which is no less favorable than the handling and processing of the sugarcane of the processor. The processor, in acting as agent for the producer, shall handle and deliver to C & H the raw sugar and molasses recovered from the sugarcane of the producer in a manner which is no less favorable than the handling and delivery to C & H of the raw sugar and molasses recovered from the sugarcane of the processor. The processor shall promptly transmit to the producer the amount of gross proceeds received for the sugar and molasses recovered from the sugarcane of the producer, less the applicable processing rate, and less the expenses paid by the processor, as agent for the producer, pursuant to the toll agreement. Handling and delivery expenses shall be limited to those direct paid by the processor as agent for the producer, but shall not include overhead charges of the processor.

(b) *Purchase agreements.* (1) The price for sugarcane under adherent planter agreements shall be not less than the price determined in accordance with the agreement between the processor and the producer applicable to the prior crop.

(2) The price for the producers' share of sugarcane under cultivation contracts at Laupahoehoe Sugar Company shall be not less than the price determined in accordance with the agreement between the processor and the producer applicable to the prior crop.

(3) The price for sugarcane under independent grower purchase agreements shall be not less than the price determined in accordance with the agreement between the processor and the producer applicable to the prior crop: *Provided*, That the items of expense which may be deducted in computing net returns for the 1964 crop shall be limited to the same items as for the 1963 crop, except that if the processor incurs handling and delivery expenses otherwise allowable under the agreement and which are incurred under abnormal conditions which the "State Executive Director" (i.e. the person employed to be responsible for the day-to-day operations of the Hawaii Agricultural Stabilization and Conservation Service State Office, or any employee in such office acting on behalf of such person), determines justify the incurrence of such expenses, such expenses also may be deducted.

(c) *Sugarcane weight and quality determination.* The determination of the net weight and quality of the sugarcane received from the producer, and the allocation of sugar and molasses recoveries to the producer shall be made in accordance with the methods customarily used by the processor; methods which have been approved by the Experiment Station of the Hawaiian Sugar Planters Association; or methods agreed upon between the processor and the producer, which will reflect the true weight and quality of sugarcane and the quantities of sugar and molasses recovered from the sugarcane of the producer.

(d) *Overhead charges for services furnished to producers.* If the processor, at the producer's request, furnishes labor, materials, or services used in producing, harvesting, or transporting the producer's sugarcane, or transports the producer's sugar or molasses from the mill to the port in the processor's own equipment, the processor may charge in addition to the direct costs of such labor, materials, or services, the applicable overhead expenses. Charges for such overhead expenses shall be based on estimated current budgets and adjusted after the end of the calendar year so as not to exceed the actual costs for such year. In addition, the processor may also charge a profit not to exceed 5 percent of the sum of the direct and overhead charges for such labor, materials, or services. Overhead expenses shall be limited to those which are properly apportionable under generally accepted ac-

counting principles, as approved by the "State Executive Director."

(e) *Reporting requirements.* The processor shall submit to the "State Executive Director" a certified statement of the gross proceeds and handling and delivery expenses paid under (1) purchase agreements providing for payment for sugarcane based upon net returns from sugar and molasses, and (2) toll and agency agreements providing for the deduction of handling and delivery expenses on sugar and molasses from the gross proceeds obtained therefrom.

(f) *Subterfuge.* The processor shall not reduce returns to the producer below those determined in accordance with the requirements herein through any subterfuge or device whatsoever.

Statement of Bases and Considerations—(a) *General.* The foregoing determination establishes the fair and reasonable rate requirements which must be met, as one of the conditions for payment under the act, by a producer who processes sugarcane of the 1964 crop grown by other producers.

(b) *Requirements of the act.* Section 301(c)(2) of the act provides, as a condition for payment, that the producer on the farm who is also, directly or indirectly a processor of sugarcane, as may be determined by the Secretary, shall have paid, or contracted to pay under either purchase or toll agreements, for any sugarcane grown by other producers and processed by him at rates not less than those that may be determined by the Secretary to be fair and reasonable after investigation and due notice and opportunity for public hearing.

(c) *Public hearing—Kohala Sugar Company.* The representatives of this company recommended that the processing rate of 33 percent and the other provisions of the 1963 determination be continued for the 1964 crop. The witness stated that after nearly four years of extremely dry growing conditions, rainfall was normal in 1963. However, the 1963 crop reflected the poor growing conditions of the past few years, and unirrigated administration cane averaged 46.3 tons per acre as compared to an average of 75 tons of cane and 6.5 tons of sugar per acre for a normal year. He said that the outlook for 1964 crop production appears to be favorable for both the company and producers. The witness stated that increases in 1963 crop operating costs were attributable mainly to the wage increase for field and factory labor which became effective February 1, 1963.

A representative of producers at Kohala recommended a processing rate of 30 percent. The witness said that some producers had stopped growing sugarcane because of low sugar yields, high overhead costs, and the high processing rate. He recommended the elimination of the 5 percent profit charge on services furnished to producers by the plantation.

Puna Sugar Company, Limited. The representative of Puna recommended a processing rate of not less than 39 percent and continuation of the profit charge on services furnished to producers. He recommended that the processing rate be developed on the basis of the average cost relationship between the processor and producers for a five-year period. He stated that cost ratios based on average costs for the periods 1956–60, 1957–61, and 1958–62, indicated processing rates of 38.29 percent, 38.83 percent, and 38.71 percent, respectively. The witness stated that 1963 would be a favorable year for independent producers; that their yields for the first ten months of 1963 averaged 8.73 tons of sugar per acre, 0.36 ton more than in 1962, and 1.10 tons more than in 1961; that gross returns for sugar and molasses were estimated at $157.57 per ton of sugar—$24.18 per ton more than 1962 returns; that charges to producers for harvesting, hauling, road maintenance, shipping and gross income taxes continue to decline and were estimated to be $0.50 less per ton of sugar than in 1962; and as a result of these factors, producer profits per acre would be at an all time high in 1963.

The representative of independent producers at Puna recommended a processing rate of 30 percent for the 1964 crop, the disallowance of the 5 percent profit charge on services furnished to producers by the plantation, and a change in the delivery point from "mill" to "loaded in trucks." The witness stated that producers do not have confidence in the core sampler for determining sugar and molasses recoveries, and that a sampling error is more harmful to a small producer than to the larger producers. In a supplemental brief it was stated that the use of the most recent five-year average cost relationship to determine the processing rate, as recommended by the company, would be unfair since such period included some abnormally high cost years.

C. Brewer and Company (representing Hilo, Onomea, Pepeekeo, Paauhau, Hawaiian Agricultural, and Hutchinson Sugar Companies). The representative of these companies recommended a processing rate of 47 percent for the 1964 crop; that the provision for a profit charge on services provided to producers be continued; that the core sampling method for determining sugar and molasses credits for both producer and company sugarcane at Hilo Sugar Company be approved; and that provisions of the determination relating to fluming at Hilo, Onomea, and Pepeekeo, and to hand cutting of sugarcane at Hilo be eliminated since these provisions no longer apply. The witness stated that processing and agency contracts would be in effect in 1964 for all independent producers at the six plantations since final harvest of sugarcane under the provisions of the Independent Grower Cane Purchase Agreements at Hawaiian Agricultural Company was completed during 1963. He said that adverse weather conditions in the Hilo Coast district resulted in increased harvesting and processing costs in 1963; that in the past the processing rate had been based upon cost data for a single year; that the average of costs for several years appears to provide a more stable basis for determining the cost relationship and that the indicated processing rate based on five-year averages showed a relatively stable rate ranging from 47.23 percent for the 1956–60 period to 47.81 percent for the 1959–63 period. The witness testified that experimental work on a core sampler was conducted at Hilo Sugar Company to determine operating costs and reliability of the mechanism; that on the basis of such studies it is anticipated that the machine will operate satisfactorily at Hilo in 1964; and that the core method of determining sugar and molasses credits is recommended by the Experiment Station of the Hawaiian Sugar Planters Association.

The representative of producers at the Hawaiian Agricultural Company stated that beginning in January 1964, all independent growers delivering sugarcane to this company would be under the processing and agency contract. In a supplemental brief the witness presented cost data indicating a processing rate of 41 percent, and recommended that such rate be adopted, except that if the processing rates for all C. Brewer plantations are to be the same, then the processing rate should be 40 percent.

The representative of producers at Hilo, Onomea, and Pepeekeo Sugar Companies recommended that the 5 percent profit charge allowed on services furnished to producers by the companies be discontinued, and that sugarcane of each individual producer be ground separately. The witness stated that producers are dissatisfied with the method of determining tare since such method did not give uniform results as between producer and company sugarcane; that producers have been notified that the core sampler will be used at Hilo Sugar Company in 1964; and that if core sampling is a more accurate method of determining sugar recoveries, producers would not object to its use. In a supplemental brief a processing rate of 40 percent was recommended, and cost data were submitted in support of this rate.

Laupahoehoe Sugar Company. The representative of this company recommended that the tolling and other agreements in effect at Laupahoehoe be continued for 1964, except that the processing rate applicable to the tolling agreement be increased to 49 percent. The witness stated that cost data submitted by the company indicated that processing rates of 49.46 percent in 1962, and 49.98 percent in 1963, would have been fair and reasonable.

(d) *1964 Price determination.* This determination continues the provisions of the 1963 determination, except for the deletion of two provisions which are no longer applicable. One of the provisions specified the delivery point for flumed cane at three plantation companies and the other related to the additional costs associated with the handling and transportation of hand cut sugarcane at one company. The fluming of cane and the hand cutting operations have been discontinued at these companies.

Consideration has been given to the recommendations and information submitted in connection with the hearing; to the returns, costs, and profits of producing and processing sugarcane obtained by a recent field study and recast

in terms of prospective price and production conditions for the 1964 crop; and to other pertinent factors.

The recommendations of producers and processors for changes in the processing rates applicable to several of the companies, for changes in the rate of profit charge on services furnished producers, and for changes in the delivery point for sugarcane have again been considered. Analysis of the estimated returns, costs, and profits for the 1964 crop, which have been based upon prospective production and yield conditions for the 1964 crop, as well as average production and yield estimates to reflect long range conditions, indicates that the cost sharing relationships have not changed sufficiently to warrant an adjustment in processing rates. It is believed that the rate of profit allowed on services and the delivery points specified in the prior determination continue to be equitable under the circumstances.

One processing company requested approval of a method of core sampling sugarcane which it proposed to use in 1964 for determining sugar and molasses recoveries from producer and company cane. The proposed method has been approved by the Experiment Station of the Hawaiian Sugar Planters Association. Accordingly, its use is permitted in 1964 under the provision of this determination which requires that allocation of sugar and molasses recoveries to the producer be made in accordance with the methods customarily used by the processor; methods which have been approved by the Experiment Station of the Hawaiian Sugar Planters Association; or methods agreed upon between the processor and the producer.

After consideration of all pertinent factors this determination is considerd to be fair and reasonable. Accordingly, I hereby find and conclude that the foregoing determination will effectuate the price provisions of the Sugar Act of 1948, as amended.

(Sec. 403, 61 Stat. 932; 7 U.S.C. 1153. Interprets or applies sec. 301, 61 Stat. 929; 7 U.S.C. Sup. 1131)

Signed at Washington, D.C., on May 22, 1964.

CHARLES S. MURPHY,
Acting Secretary.

[F.R. Doc. 64-5302; Filed, May 26, 1964; 8:47 a.m.]

Chapter IX—Agricultural Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Tree Nuts), Department of Agriculture

[970.304 Amdt. 5]

PART 970—CARROTS GROWN IN SOUTH TEXAS

Limitation of Shipments

Findings. (a) Pursuant to Marketing Agreement No. 142 and Order No. 970, both as amended (7 CFR Part 970), regulating the handling of carrots grown in designated counties in South Texas, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601 et seq.), and upon the basis of the recommendation and information submitted by the South Texas Carrot Committee, established pursuant to the marketing agreement and order, and upon other available information, it is hereby found that the amendment to the limitation of shipments hereinafter set forth will tend to increase returns to growers and thereby effectuate the declared policy of the act.

(b) It is hereby found that it is impracticable and contrary to the public interest to give preliminary notice, or engage in public rule making procedure, and that good cause exists for not postponing the effective date of this amendment until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 1003) in that (1) South Texas carrots are now being, and have been, handled under regulations this season since November 3, 1963, (2) the marketing season is in its final stages, and prices have strengthened, so this amendment should become effective as soon as possible in order to maximize benefits to growers, (3) sufficient time is allowed for preparation on the part of handlers, (4) the committee's recommendations have been publicized in the production area, and (5) this amendment relieves restrictions on the handling of carrots.

Order, as amended. In § 970.304 (28 F.R. 11666, 12358; 29 F.R. 601, 2672, 3650) amend subparagraph (b)(1) to read as follows:

§ 970.304 Limitation of shipments.

* * * * *

(b) *Sizing requirements*—(1) *Medium-to-large.* ¾ inch minimum diameter to 1½ inches maximum diameter, 5½ inches minimum length.

* * * * *

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. et seq.)

Dated: May 22, 1964, to become effective May 23, 1964.

PAUL A. NICHOLSON,
Deputy Director,
Fruit and Vegetable Division.

[F.R. Doc. 64-5278; Filed, May 26, 1964; 8:46 a.m.]

[Plum Order 2, Amdt. 1]

PART 917—FRESH BARTLETT PEARS, PLUMS, AND ELBERTA PEACHES GROWN IN CALIFORNIA

Regulation by Sizes

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 917, as amended (7 CFR Part 917), regulating the handling of fresh Bartlett pears, plums, and Elberta peaches grown in the State of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this amended regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) in that, as hereinafter set forth, the time intervening between the date when information upon which this amended regulation is based became available and the time when this amended regulation must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. The Plum Commodity Committee, on May 20, 1964, held an open meeting, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums. Interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for the amended regulation as specified herein, were promptly submitted to the Department after such meeting was held; shipments of the current crop of such plums are expected to begin on or before the effective date hereof; this amended regulation should be applicable, insofar as practicable, to all such shipments in order to effectuate the declared policy of the Act; the provisions of this amended regulation are identical with the aforesaid recommendation of the committee; and information concerning such provisions and effective time has been disseminated among handlers of such plums and compliance with the provisions of this amended regulation will not require of handlers any preparation therefor which cannot be completed by the effective time hereof.

It is, therefore, ordered that the provisions of paragraph (b)(2) of § 917.336 (Plum Order 2; 29 F.R. 6615) are hereby amended to read as follows:

§ 917.336 Plum Order 2 (Beauty).

* * * * *

(b) * * *

(2) During each day of the aforesaid period, after the effective time of this amended regulation, any shipper may ship from any shipping point a quantity of such plums, by number of packages or containers, which are of a size smaller than the size prescribed in subparagraph (1) of this paragraph if said quantity does not exceed fifty (50) percent of the number of the same type of packages or containers of plums shipped by such shipper which meet the size requirements of said subparagraph (1) of this paragraph: *Provided*, That the individual packages or containers of such smaller plums in each lot of such plums handled shall not exceed two-thirds (⅔) of the total packages or containers of plums in such lot, and: *Provided further*, That

all such smaller plums meet the following requirements:

(i) Such plums are of a size that, when packed in a standard basket, they will pack at least a 5 x 5 standard pack; and

(ii) The diameters of the smallest and largest plums in the package or container do not vary more than one-fourth (¼) inch: *Provided*, That a total of not more than five (5) percent, by count, of the plums in the package or container may fail to meet this requirement.

(c) The provisions of this amended regulation shall become effective at 12:01 a.m., P.s.t., May 28, 1964.

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

Dated: May 26, 1964.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 64–5376; Filed May 26, 1964; 11:12 a.m.]

Title 13—BUSINESS CREDIT AND ASSISTANCE

Chapter I—Small Business Administration

PART 121—SMALL BUSINESS SIZE STANDARDS

[Rev. 4; Amdt. 4]

Definition of Small Business for Government Procurements

On March 11, 1964, there was published in the FEDERAL REGISTER (29 F.R. 3239) a notice of hearing on the definition of small business for the engineering and architectural services industry (Standard Industrial Classification Industry Number 8911) to be held on April 7, 1964, at 10:00 a.m., e.s.t., in Room 442, 811 Vermont Avenue NW., Washington, D.C.

The purpose of the hearing was to determine whether or not the present $1 million receipts size standard limitation for Government engineering and architectural services was too low for small business to participate in Government procurements set aside for small business. It was the consensus of the industry that the present $1 million limitation on architectural services, with the exception of naval architectural services, was adequate. It was also the consensus that the $1 million limitation was inadequate with respect to engineering services and naval architectural services, thereby precluding the small engineering and naval architectural firms from competing for Government service contracts under the Small Business Administration set-aside program and that the limitation should be increased. The economic data establishes that this limitation should be increased to annual receipts of $5 million.

In view of the facts as presented, the Small Business Size Standards Regulation (Rev. 4) (29 F.R. 86), as amended, (29 F.R. 2988) (29 F.R. 3222), is hereby further amended by adding subparagraph (1) to paragraph (e) of § 121.3–8 thereof to read as follows.

§ 121.3–8 Definition of Small Business for Government Procurement.

* * * * *

(e) *Services.* * * *

(1) Any concern bidding on a contract for engineering services or naval architectural services is classified as small if its average annual sales or receipts for its preceding three fiscal years do not exceed $5 million.

* * * * *

This amendment shall become effective 15 days after publication because of pending procurement matters awaiting the results of these findings.

Dated: May 19, 1964.

EUGENE P. FOLEY,
Administrator.

[F.R. Doc. 64–5253; Filed, May 26, 1964; 8:45 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Agency

SUBCHAPTER E—AIRSPACE [NEW]

[Airspace Docket No. 64–EA–4]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE AND REPORTING POINTS [NEW]

PART 73—SPECIAL USE AIRSPACE [NEW]

Alteration of Restricted Area

On March 11, 1964, a notice of proposed rule making was published in the FEDERAL REGISTER (29 F.R. 3237) stating that the Federal Aviation Agency proposed to modify the Camp Pickett, Virginia, Restricted Area, R–6602.

Interested persons were afforded an opportunity to participate in the rule making through submission of comments. All comments received were favorable.

In consideration of the foregoing, Parts 73 and 71 [New] of the Federal Aviation Regulations are amended, effective 0001 e.s.t., July 23, 1964, as hereinafter set forth.

1. Section 73.66 (29 F.R 1280), Camp Pickett, Virginia, Restricted Area, R–6602 is amended to read:

R–6602 *Camp Pickett, Va.*

Boundaries. Beginning at latitude 37°05'–37'' N., longitude 77°51'54'' W.; to latitude 37°04'25'' N., longitude 77°51'45'' W.; along State Highway No. 40 to latitude 37°03'55'' N., longitude 77°51'05'' W.; to latitude 37°02'43'' N., longitude 77°50'38'' W.; to latitude 37°–01'05'' N., longitude 77°50'43'' W.; to latitude 36°59'50'' N., longitude 77°50'34'' W.; to latitude 36°57'58'' N., longitude 77°52'14'' W.; to latitude 36°57'54'' N., longitude 77°–53'19'' W.; to latitude 36°58'12'' N., longitude 77°57'42'' W.; to latitude 37°01'50'' N., longitude 77°58'40'' W.; to latitude 37°01'50'' N., longitude 77°55'58'' W.; to latitude 37°05'37'' N., longitude 77°56'00'' W.; to point of beginning.

Designated altitudes. The area NW of a line between latitude 37°01'05'' N., longitude 77°50'43'' W., and latitude 36°57'54'' N., longitude 77°53'19'' W., surface to 18,500 feet MSL. The area SE of this line, surface to 1,900 feet MSL.

Time of designation. Continuous from June 1 through September 8; 0600 EST Saturday to 2200 EST Sunday from September 9 through May 31; other times after issuance of NOTAMS by the using agency at least 48 hours in advance. When activated by NOTAM, another NOTAM shall be issued upon termination of use.

Using agency. Commanding General, Second United States Army, Fort Meade, Md.

2. Section 71.123 (29 F.R. 1009, 5456), V–157 is amended as follows: "The airspace within R–6612 is excluded." is deleted and "The airspace within R–6602 and R–6612 is excluded." is substituted therefor.

These amendments are made under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Washington, D.C., on May 19, 1964.

CLIFFORD P. BURTON,
Acting Director, Air Traffic Service.

[F.R. Doc. 64–5254; Filed, May 26, 1964; 8:45 a.m.]

Chapter III—Federal Aviation Agency

SUBCHAPTER C—AIRCRAFT REGULATIONS

[Reg. Docket No. 5086; Amdt. 740]

PART 507—AIRWORTHINESS DIRECTIVES

Boeing Models 707 and 720 Series Aircraft

Amendment 689, 29 F.R. 2641, AD 64–5–1, requires the installation of bonded laminate panels of thin aluminum sheet and glass cloth on the wing skin of all Boeing Models 707 and 720 Series aircraft in the area of the surge tanks, to prevent penetration of the skin by lightning strikes. The compliance time of 1,000 hours' time in service was made applicable to all aircraft. It has not been possible for the manufacturer to provide enough modification kits to enable operators to make the installation on all airplanes within the original compliance time. Laboratory tests have shown that the sharp corners of extended leading edge flaps might attract lightning strikes in proximity to the surge tanks. For this reason, airplanes with leading edge flaps have been modified first. Only airplanes without leading edge flaps remain to be modified. Since these airplanes do not tend to attract lightning strikes to the same degree as those with the leading edge flaps it is considered reasonable to permit such airplanes to operate for a longer period without the installation of the laminate panels. Therefore, Amendment 689 is being amended to permit airplanes without leading edge flaps to be operated an additional 1,000 hours' time in service from the effective date of the AD.

Since this amendment is relaxing in nature and imposes no additional burden on any person, notice and public procedure hereon are unnecessary and the amendment may be made effec-

tive upon publication in the FEDERAL REGISTER.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (25 F.R. 6489), § 507.10(a) of Part 507 (14 CFR Part 507), is amended as follows:

Amendment 689, 29 F.R. 2641, AD 64–5–1, Boeing Models 707 and 720 Series aircraft, is amended by changing the first sentence of the compliance statement to read: "Compliance required as soon as the modification can be scheduled but not later than 1,000 hours' time in service after February 21, 1964, for aircraft with full span leading edge flaps and 2,000 hours' time in service after February 21, 1964, for aircraft without full span leading edge flaps."

This amendment shall become effective May 27, 1964.

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

Issued in Washington, D.C., on May 22, 1964.

W. LLOYD LANE,
Acting Director,
Flight Standards Service.

[F.R. Doc. 64–5291; Filed, May 26, 1964; 8:46 a.m.]

[Reg. Docket No. 4079; Amdt. 739]

PART 507—AIRWORTHINESS DIRECTIVES

de Havilland Model 104 "Dove" Aircraft

A proposal to amend Part 507 of the regulations of the Administrator to include an airworthiness directive requiring inspection and cleaning of the main ground assembly on de Havilland Model 104 "Dove" aircraft was published in 29 F.R. 4743.
4743.

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

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (25 F.R. 6489), § 507.10(a) of Part 507 (14 CFR Part 507), is hereby amended by adding the following new airworthiness directive:

DE HAVILLAND. Applies to all Model 104 "Dove" aircraft.

Compliance required as indicated.

To prevent overheating of the electric cables in the cockpit and fuselage nose areas caused by a high resistance ground at the main ground post, accomplish either (a) or (b) as follows:

(a) If the main ground (earth) has not been removed and inspected within 12 months prior to January 8, 1964, accomplish the provisions of paragraph (c) within the next 200 hours' time in service after the effective date of this AD unless already accomplished.

(b) If the main ground (earth) has been removed and inspected within the 12 months prior to January 8, 1964, accomplish the provisions of paragraph (c) within the next 300 hours' time in service after the effective date of this AD unless already accomplished.

(c) Dismantle, clean, inspect, and reassemble the main ground (earth) assembly in the forward fuselage in accordance with the method described in Hawker Siddeley Aviation, de Havilland Division, T.N.S. CT (104) No. 186, or an equivalent method approved by the Chief, Aircraft Certification Division, Europe, Africa, and Middle East.

This amendment shall become effective June 26, 1964.

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

Issued in Washington, D.C., on May 22, 1964.

W. LLOYD LANE,
Acting Director,
Flight Standards Service.

[F.R. Doc. 64–5292; Filed, May 26, 1964; 8:46 a.m.]

Title 15—COMMERCE AND FOREIGN TRADE

Chapter III—Bureau of International Commerce, Department of Commerce

SUBCHAPTER B—EXPORT REGULATIONS

[9th Gen. Rev. of Export Regs.; Amdt. 85]

PART 370—SCOPE OF EXPORT CONTROL BY DEPARTMENT OF COMMERCE

PART 371—GENERAL LICENSES

PART 379—EXPORT CLEARANCE AND DESTINATION CONTROL

PART 380—AMENDMENTS, EXTENSIONS, TRANSFERS

Miscellaneous Amendments

1. Section 370.1 *Definitions* is amended by revising paragraphs (k) and (l) to read as follows:

§ 370.1 Definitions.

* * * * * *

(k) *Port of exit; collector of customs; export declaration.* (1) "Port of exit" normally means the port at which the cargo is laden aboard the exporting carrier which will carry it abroad, and includes, in the case of an exportation by mail, the place of mailing. In the case of an exportation by air, where the special air cargo clearance procedure set forth in § 379.12 of this chapter is to be used, the term also includes certain ports of origin at which cargo to be exported is laden aboard a domestic air carrier for transfer to an international air carrier at another port in the United States.

(2) "Collector of customs" includes Postmasters unless the context otherwise indicates.

(3) "Shipper's export declaration" includes any declaration required under regulations of the Department of Commerce and other Government departments or agencies in connection with exportations.

(l) *Exporting carrier.* "Exporting carrier" means any instrumentality of water, land, or air transportation by which an exportation is effected, and includes any domestic air-carrier on which is laden or carried any cargo for export which is covered by a Shipper's export declaration authenticated by the collector of customs.

* * * * * *

§ 371.25 [Amended]

2. In Note 2 following § 371.25 the word "may" is revised to read "shall".

§ 371.52 [Amended]

3. Section 371.52 *Supplement 2; Commodities destined to Poland (including Danzig) which are excepted from General License GRO* is amended in the following particulars:

a. The following entries are added to the list of commodities:

Dept. of Commerce Schedule B No.	*Commodity description*
70840--	Photocells and photomultiplier tubes, n.e.c.[1]
70848--	Crystal diodes, n.e.c.[1]
77573--	Oil burners, ceramic cup type only.
77576--	Gas combustion burners, ceramic cup type only.
77579--	Parts and accessories, n.e.c. specially fabricated for ceramic cup burners.

[1] For other items under this Schedule B number which require a validated license for shipments to Poland (including Danzig), see the Positive List (§ 399.1 of this chapter).

b. The following entries are removed from the list of commodities:

Dept. of Commerce Schedule B No.	*Commodity description*
20051--	Latex (liquid), "S"-type, cold rubber only.
20053--	"S"-type, except latex (liquid), cold rubber only.
20091--	Butyl (copolymers of isobutylene and isoprene, or other diolefins).
20105--	Masterbatches, cis-rubber types.[2]

[2] For other items under this Schedule B number which require a validated license for shipments to Poland (including Danzig), see the Positive List (§ 399.1 of this chapter).

§ 379.3 [Amended]

4. Section 379.3 *Presentation of shippers export declaration,* paragraph (e) (3) *Special requirements for exportations by air* is amended by deleting the words "gateway or" in the first sentence of subdivisions (ii) and (vi).

§ 379.4 [Amended]

5. Section 379.4 *Authentication of declarations,* paragraph (f) (4) *Redelegation of agent's authority* is amended by revising the first sentence of subdivision (i) to read "A forwarding agent need not have an office at every port of exit".

6. Section 379.8 *Types of actions which may be taken by Collectors,* paragraphs (d) *Inspection of exporting carrier,* (f) *Preventing departure of carrier,* and (g) *Ordering the unlading,* are amended to read as follows:

§ 379.8 Types of actions which may be taken by Collectors.

* * * * * *

(d) *Inspection of exporting carrier.* The Collector is authorized to inspect and search any exporting carrier at any time to determine whether commodities or technical data are intended to be, or are being exported or removed from the

United States contrary to the provisions of the Export Regulations.

* * * * *

(f) *Preventing departure of carrier.* The Collector is authorized, under Title 22 of the U.S. Code, section 401, et seq., to seize and detain, either before or after clearance, any vessel or vehicle or air carrier which has been or is being used in exporting or attempting to export any commodity or technical data intended to be, or being, or having been previously exported in violation of the provisions of the Export Regulations.

(g) *Ordering the unlading.* The Collector is authorized to unlade or cause to be unladen from any exporting carrier commodities or technical data that have been laden thereon, whenever the Collector has reasonable cause to believe such commodities or technical data are intended to be, or are being, exported or removed from the United States contrary to the provisions of the Export Regulations.

* * * * *

7. Section 379.10 *Destination control,* paragraph (a) *Definition of Bill of Lading* is revised to read as follows:

§ 379.10 Destination control.

(a) *Definition of Bill of Lading.* As used in this section, "Bill of Lading" means the contract of carriage and receipt for commodities or technical data issued by the carrier. The term "Bill of Lading" includes an Air Waybill, but does not include an Inland Bill of Lading or a domestic airbill covering movement to port.

* * * * *

§ 379.12, 379.13 [Redesignated, Added]

8. Part 379 is amended by redesignating § 379.12 *Other applicable laws and regulations* as § 379.13, and adding a new § 379.12 to read as follows:

§ 379.12 Air cargo clearance at certain ports of origin.

(a) *Scope of procedure.* This section establishes a procedure for the export control clearance of commodities and technical data being exported by air as an exception to the requirements set forth in § 379.1(a). Under this procedure exportations by air may be cleared for export at either the port of exportation or at ports of origin in paragraph (c) of this section.

(b) *Definition.* For purpose of this section the term "port of exportation" shall mean that port and only that port at which the exportation will actually be laden aboard the aircraft which will carry it abroad.

(c) *Airports designated as ports of origin.*

Baltimore, Md.	Minneapolis, Minn.
Boston, Mass.	Newark, N.J.
Buffalo, N.Y.	New Orleans, La.
Chicago, Ill.	New York, N.Y.
Cleveland, Ohio.	Philadelphia, Pa.
Dallas, Tex.	Port Everglades, Fla.
Detroit, Mich.	Portland, Oreg.
Honolulu, Hawaii.	San Diego, Calif.
Houston, Tex.	San Francisco, Calif.
Los Angeles, Calif.	San Juan, P.R.
Miami, Fla.	Seattle, Wash.

(d) *Clearance procedure at ports of origin*—(1) *Presentation of export licenses and declarations.* A person who wishes to clear an air exportation at a designated port of origin rather than at the port of exportation shall present copies of the Shipper's Export Declaration, and a validated export license when required, to the Collector at the port of origin in accordance with the requirements set forth in this Part 379. In completing the Shipper's Export Declaration, the name of the port of exportation shall be shown in the space titled "from (U.S. Port of Export)," and the name of the airline which is to carry the commodities or technical data abroad shall be shown in the space titled "Exporting Carrier." If the name of the airline which will carry the commodities or technical data abroad is unknown, this information may be omitted at the port of origin and inserted at the port of exportation by the exporting carrier. Where an Export Declaration Correction Form is required by the provisions of § 379.5(d), the form shall be filed in triplicate at the port of origin where the original declaration was filed and authenticated.

(2) *Authentication and use of declaration.* All copies of the Shipper's Export Declaration which are required to be presented to the Collector must be authenticated by the Collector at the port of origin in accordance with the procedure set forth in §§ 379.4 and .5. However, after authentication of the Declaration, the Collector will return the original and one copy of the Declaration to the person who presented the Declaration for authentication. If such person is the domestic carrier, that person shall be responsible for delivering these Declarations to the exporting carrier which will carry the commodities or technical data from the United States. If the person who presented the Declaration for authentication is not the domestic carrier, that person shall be responsible for delivering these Declarations to the domestic carrier. The domestic carrier shall in turn be responsible for delivering the Declarations to the exporting carrier which will carry the commodities or technical data from the United States.

(e) *Procedure at port of exportation*—(1) *Presentation of declarations.* The exporting carrier shall present the original and duplicate copies of each authenticated Declaration to the Collector at the port of exportation.

(2) *Lost declarations.* If the original and duplicate copies of the Declaration are lost or mislaid, or are otherwise not available at the port of exportation, the merchandise shall be detained by the Collector at the port of exportation until the Declarations, certified by the Collector at the port of origin have been presented to the Collector at the port of exportation.

(3) *Change in port of exportation or exporting carrier.* Where the port of exportation or the exporting carrier designated in the Declaration filed at the port of origin is changed, the exporting carrier that is to carry the merchandise from the United States may change the Declaration accordingly.

(4) *Detention and examination of shipments at port of exportation.* Although the Collector at the port of origin has primary responsibility for reviewing the export license and the export declaration, for authenticating the export declaration, and for physical examination of the merchandise, the Collector at the port of exportation is authorized to detain a shipment for further review of these documents or for further physical examination of the merchandise in any instance where such action is deemed necessary to assure compliance with the export regulations.

(f) *Effect of other provisions.* Insofar as consistent with the provisions of this section which relate specifically to clearance of air exportations at ports of origin, the other provisions of this Part 379 shall apply to exportations cleared at ports of origin.

§ 380.2 [Amended]

9. Section 380.2 *Amendments or alterations of licenses,* paragraph (f)(2) *Amendment requests on which field offices may take action,* subdivision (v) is amended by correcting the reference to § 379.10(h)(2)(iv) to read § 379.10(h)(2)(i)(c).

This amendment shall become effective as of May 14, 1964.

(Sec. 3, 63 Stat. 7; 50 U.S.C. App. 2023; E.O. 10945, 26 F.R. 4487; E.O. 11038, 27 F.R. 7003)

FORREST D. HOCKERSMITH,
Director,
Office of Export Control.

[F.R. Doc. 64-5284; Filed, May 26, 1964; 8:46 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. C-739]

PART 13—PROHIBITED TRADE PRACTICES

Kaiser Jeep Corp. and Kaiser Jeep Sales Corp.

Subpart—Coercing and intimidating: § 13.358 *Distributors.* Subpart—Cutting off access to customers or market: § 13.540 *Forcing goods;* § 13.560 *Interfering with distributive outlets;* § 13.605 *Withholding supplies or goods from competitors' customers.* Subpart—Cutting off supplies or service: § 13.610 *Cutting off supplies or service;* § 13.655 *Threatening disciplinary action or otherwise,* Subpart—Delaying or withholding corrections, adjustments or action owed.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Kaiser Jeep Corporation et al., Toledo, Ohio, Docket C-739, Apr. 27, 1964]

In the Matter of Kaiser Jeep Corporation, a Corporation; and Kaiser Jeep Sales Corporation, a Corporation

Consent order requiring the manufacturers of two and four wheel drive motor vehicles marketed under the trade name "Jeep" and parts and accessories therefor, and engaged also, as the manufac-

turers' exclusive sales outlet for manufacturers, in the purchase and resale to its franchised dealers of "special equipment" used on or in connection with said "Jeep" for specialized tasks; on which manufacturers paid them an "override commission", to cease their efforts to prevent their dealers or distributors from stocking or selling any item of specialized equipment not sold by them by such acts or practices as threatening to cancel dealers franchises, to install an additional dealer in a dealer's area to refuse to honor warranty claims on Jeeps on which unfavored manufacturers' equipment had been installed, and to delay deliveries to a franchised dealer, and carrying out such threats; policing activities of dealers in connection with the handling of special equipment they did not sponsor, setting an unreasonably high yearly quota for sales of special equipment they handled to keep dealers from selling other items, and cooperating with favored manufacturers of special equipment to prevent dealers from stocking that of others; and to cease coercing or intimidating any vendor of their products to prevent his buying special equipment not sold by them,

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

I. *It is ordered,* That respondents Kaiser Jeep Corporation, a corporation, and Kaiser Jeep Sales Corporation, a corporation, and their officers, agents, representatives, employees, successors and assigns, directly or through any corporate or other device, in connection with the promotion, offering for sale, sale or distribution of special equipment in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist, directly or indirectly, as a means of preventing or attempting to prevent any of its dealers or distributors or other vendors from stocking or selling any item of special equpment not manufactured or sold by respondents, from engaging in any of the following acts or practices:

1. Theatening to cancel or canceling the franchise of any dealer or distributor.

2. Threatening to install or installing an additional dealer or distributor in a franchised dealer's or distributor's area.

3. Threatening to refuse or refusing to honor a warranty claim made on a vehicle manufactured and sold by respondents on which had been installed equipment not approved, sponsored, recommended or favored by respondents unless respondents produce substantial evidence showing that such claim arose because of the installation, operation or use of such special equipment.

4. Policing or otherwise engaging in any investigation of the activities of any dealer or distributor in connection with the handling or selling of special equipment not approved, sponsored, recommended or favored by respondents.

5. Threatening to delay or actually delaying the delivery of any vehicles, parts or accessories to any franchised dealer or distributor.

6. Setting an unreasonably high yearly quota for dollar or unit sales of special equipment approved, sponsored, recommended or favored by respondents for the purpose or with the effect of preventing any franchised dealer or distributor from handling and selling any other item of special equipment.

7. Cooperating or agreeing to cooperate in any way with any manufacturer of special equipment to prevent or attempt to prevent any dealer or distributor or other vendor from stocking or selling any item of special equipment not manufactured or sold by respondents by means of any of the foregoing acts or practices.

II. *It is further ordered,* That respondents Kaiser Jeep Corporation, a corporation, and Kaiser Jeep Sales Corporation, a corporation, and their officers, agents, representatives, employees, successors and assigns, directly or through any corporate or other device, in connection with the promotion, offering for sale, sale or distribution of special equipment in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist, directly or indirectly, by any means or methods, from coercing or intimidating a franchised dealer, distributor, or any other vendor of respondents' products, as a means of preventing, in any way, such dealer, distributor or other vendor from buying or selling any item of special equipment not manufactured or sold by respondents.

III. *It is further ordered,* That respondents Kaiser Jeep Corporation and Kaiser Jeep Sales Corporation, corporations, shall within sixty (60) days after service upon them of this Order, inform and advise their appropriate personnel that, pursuant to this Order, dealers and distributors are not under any restriction, requirement, restraint or limitation to handle or sell only items of special equipment approved, sponsored, recommended or favored by respondents, and in so doing, forward to such personnel a true and correct copy of this Order.

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

Issued: April 27, 1964.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 64-5255; Filed, May 26, 1964; 8:45 a.m.]

[Docket No. C-742]

PART 13—PROHIBITED TRADE PRACTICES

Louis Furs Inc., and Louis Carmen

Subpart—Advertising falsely or misleadingly: § 13.155 *Prices:* 13.155-100 Usual as reduced or special, etc. Subpart—Invoicing products falsely: § 13.1108 *Invoicing products falsely:* 13.1108-45 Fur Products Labeling Act. Subpart—Misbranding or mislabeling: § 13.1185 *Composition:* 13.1185-30 Fur Products Labeling Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1845 *Composition:* 13.1845-30 Fur Products Labeling Act; § 13.1852 *Formal regulatory and statutory requirements:* 13.1852-35 Fur Products Labeling Act; § 13.1865 *Manufacture:* 13.1865-40 Fur Products Labeling Act; § 13.1880 *Old, used, or reclaimed as unused or new:* 13.1880-40 Fur Products Labeling Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; sec. 8, 65 Stat. 179; 15 U.S.C. 45, 69f) [Cease and desist order, Louis Furs Inc., et al., Hammond, Ind., Docket C-742, Apr. 30, 1964]

In the matter of Louis Furs Inc., a Corporation, and Louis Carmen, Individually and as an Officer of Said Corporation

Consent order requiring retail furriers in Hammond, Ind., to cease violating the Fur Products Labeling Act by labeling, invoicing and advertising furs improperly as "Broadtail"; failing to show the true animal name of fur, to set forth the term "Dyed Broadtail-processed Lamb", and to use the word "natural" in advertising and invoicing; failing to show, in newspaper advertising, when products were made of used or second hand fur, and representing fur products on sale falsely as cancellations uncalled for, or partly paid on layaway and their prices as, accordingly, reduced; failing to keep adequate records as a basis for pricing claims; and failing in other respects to comply with the Act.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent Louis Furs Inc., a corporation, and its officers, and respondent Louis Carmen, individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur product; or in connection with the sale, advertising, offering for sale, transportation or distribution, of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, as the terms "commerce", "fur" and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

A. Misbranding fur products by falsely or deceptively labeling or otherwise identifying any such fur product as to the name or designation of the animal or animals that produced the fur contained in the fur product.

B. Falsely or deceptively invoicing fur products by:

1. Failing to furnish invoices to purchasers of fur products showing in words and figures plainly legible all the information required to be disclosed in each of the subsections of section 5(b)(1) of the Fur Products Labeling Act.

2. Setting forth on invoices pertaining to fur products any false or deceptive information with respect to the name or designation of the animal or animals

that produced the fur contained in such fur product.

3. Failing to set forth the term "Dyed Broadtail-processed Lamb" in the manner required where an election is made to use that term instead of the words "Dyed Lamb".

4. Failing to set forth the term "Natural" as part of the information required to be disclosed on invoices under the Fur Products Labeling Act and Rules and Regulations promulgated thereunder to describe fur products which are not pointed, bleached, dyed, tip-dyed or otherwise artificially colored.

5. Failing to set forth on invoices the item number or mark assigned to fur products.

C. Falsely or deceptively advertising fur products through the use of any advertisement, representation, public announcement or notice which is intended to aid, promote or assist, directly or indirectly, in the sale, or offering for sale of any fur product, and which:

1. Fails to set forth in words and figures plainly legible all the information required to be disclosed by each of the subsections of section 5(a) of the Fur Products Labeling Act.

2. Falsely or deceptively identifies any such fur product as to the name or designation of the animal or animals that produced the fur contained in the fur product.

3. Fails to set forth the term "Dyed Broadtail-processed Lamb" in the manner required where an election is made to use that term instead of the words "Dyed Lamb".

4. Fails to set forth the term "Natural" as part of the information required to be disclosed in advertisements under the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder to describe fur products which are not pointed, bleached, dyed, tip-dyed or otherwise artificially colored.

5. Fails to disclose that fur products contain or are composed of second-hand used furs.

6. Fails to set forth all parts of the information required under section 5(a) of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder in type of equal size and conspicuousness and in close proximity with each other.

7. Misrepresents in any manner the savings available to purchasers of respondents' fur products.

8. Falsely or deceptively represents in any manner that prices of respondents' fur products are reduced.

9. Represents directly or by implication contrary to fact that any such fur products are fur cancellations, uncalled for or partly paid in layaway and storage.

D. Making claims and representations of the types covered by subsections (a), (b), (c) and (d) of Rule 44 of the rules and regulations promulgated under the Fur Products Labeling Act unless there are maintained by respondents full and adequate records disclosing the facts upon which such claims and representations are based.

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

Issued: April 30, 1964.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 64-5256; Filed, May 26, 1964; 8:45 a.m.]

[Docket No. C-740]

PART 13—PROHIBITED TRADE PRACTICES

George Macy Companies, Inc.

Subpart—Misrepresenting oneself and goods—Business status, advantages or connections: § 13.1390 *Concealed subsidiary, fictitious collection agency, etc.* Subpart—Threatening suits, not in good faith: § 13.2265 *Threatening infringement suits, not in good faith.* Subpart—Using misleading name—Vendor: § 13.2365 *Concealed subsidiary, fictitious collection agency, etc.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, George Macy Companies, Inc., New York, N.Y., Docket C-740, Apr. 30, 1964]

Consent order requiring a New York City mail order dealer in books and other publications, certain of which were sold under the name of The Heritage Club, to cease representing falsely in letters to purportedly delinquent customers that the delinquent customer's name had been transmitted to a bona fide credit reporting agency or would be transferred to an attorney to institute suit for collection, and that if payment was not made his credit rating would be adversely affected, and, by use of "The Mail Order Credit Reporting Association, Inc." on letterheads, that a bona fide organization by that name had prepared and sent the letters.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent George Macy Companies, Inc., a corporation, and its officers, and respondent's agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of books, or other merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing directly or by implication that:

1. A customer's name has been or will be turned over to a bona fide credit reporting agency or that a customer's general or public credit rating will be adversely affected unless respondent establishes where payment is not received, that the information of said delinquency is referred to separate bona fide credit reporting agency;

2. Delinquent accounts will be or have been turned over to a bona fide, separate collection agency or attorney for collection unless respondent in fact turns such accounts over to such agencies or attorney;

3. Delinquent accounts have been turned over to "The Mail Order Credit Reporting Association, Inc." for collection or any other purpose;

4. "The Mail Order Credit Reporting Association, Inc.", any other fictitious name, or any trade name owned in whole or in part by respondent or over which respondent exercises any direction or control, is an independent, bona fide collection or credit reporting agency;

5. Notices or other communications which respondent has, or have caused to be, prepared, written or mailed, have been sent by "The Mail Order Credit Reporting Association, Inc.", or any other person, firm or agency.

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

Issued: April 30, 1964.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 64-5257; Filed, May 26, 1964; 8:45 a.m.]

[Docket No. 8533]

PART 13—PROHIBITED TRADE PRACTICES

David Mann et al.

Subpart—Advertising falsely or misleadingly: § 13.70 *Fictitious or misleading guarantees.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, David Mann et al. trading as Name Brand Distributors, Queens, N.Y., Docket 8533, Apr. 24, 1964]

In the Matter of David Mann and Morris Appleblatt, Individually and as Copartners Trading as Name Brand Distributors

Order requiring a mail order catalog house in Woodside, N.Y., to cease representing that the products they sold—including typewriters, electrical shavers, vacuum cleaners, electric mixers, and rotisserie broilers—were guaranteed without disclosing the limitations on the guarantees, and dismissing charges that it was selling at wholesale prices.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That David Mann and Morris Appleblatt, individually and trading as copartners under the name of Name Brand Distributors, or under any other name, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of any article of merchandise, including but not limited to typewriters, electrical shavers, vacuum cleaners, electric mixers, rotisserie broilers, in commerce, as "commerce" is defined in the Federal Trade Commission

Act, do forthwith cease and desist from representing directly or indirectly that said products are guaranteed unless the nature and extent of the guarantee and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed.

It is further ordered, That the charges relating to respondents' pricing claims and their representation that they are selling at wholesale prices be, and they hereby are, dismissed.

It is further ordered, That respondents David Mann and Morris Appleblatt, individually and as copartners trading as Name Brand Distributors, shall, within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with the order to cease and desist.

Issued: April 24, 1964.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 64-5258; Filed, May 26, 1964; 8:45 a.m.]

[Docket No. 7939 o.]

PART 13—PROHIBITED TRADE PRACTICES

Permanente Cement Co. and Glacier Sand & Gravel Co.

Subpart—Acquiring corporate stock or assets: § 13.5 *Acquiring corporate stock or assets.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 7, 38 Stat. 731, *as amended;* 15 U.S.C. 18) [Order of divestiture, Permanente Cement Company (Oakland, Calif.) et al., Docket 7939, Apr. 24, 1964]

In the Matter of Permanente Cement Company, a Corporation, and Glacier Sand & Gravel Company, a Corporation

Order requiring the second largest cement producer on the West Coast—organized and operating as part of the various Kaiser industries, with main office in the Kaiser Center at Oakland, Calif., having steamship and trucking subsidiaries, among others, and unique among cement manufacturers because of its ability to distribute its products over an unusually wide area including the Pacific Northwest, California, Alaska, British Columbia, Hawaii, the Philippines, and Indonesia, partly through extensive use of water transportation—to divest itself absolutely within one year of all the properties, rights and privileges, tangible or intangible, acquired by it as a result of its acquisition in 1958 of a principal competitor in the manufacture and sale of cement, with offices in Seattle, Wash.; and remanding Count II of the complaint to the hearing examiner for further proceedings as directed.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

I. Respondent Permanente Cement Company, a corporation, and its officers, directors, agents, representatives, employees, subsidiaries, affiliates, successors and assigns, within one (1) year from the date this order becomes final, shall divest, absolutely and in good faith, all stock, assets, properties, rights and privileges, tangible or intangible, including but not limited to all properties, plants, machinery, equipment, raw material reserves, trade names, contract rights, trademarks, and good will acquired by Permanente Cement Company as a result of the acquisition by Permanente Cement Company of the stock and assets of the Olympic Portland Cement Company, Ltd., together with all plants, machinery, buildings, land, raw material reserves, improvements, equipment and other property of whatever description that has been added to or placed on the premises of the former Olympic Portland Cement Company, Ltd., so as to restore the Olympic Portland Cement Company, Ltd., as a going concern and effective competitor in the manufacture and sale of cement.

II. Pending divestiture, Permanente Cement Company shall not make any changes in any of the plants, machinery, buildings, equipment, or other property of whatever description, of the former Olympic Portland Cement Company, Ltd., which might impair its present capacity for the production, sale and distribution of cement, or its market value, unless such capacity or value is fully restored prior to divestiture.

III. By such divestiture, none of the assets, properties, rights or privileges, described in paragraph I of this order, shall be sold or transferred, directly or indirectly, to any person who is at the time of the divestiture an officer, director, employee, or agent of, or under the control or direction of, Permanente Cement Company or any of the subsidiary or affiliated corporations of Permanente Cement Company, or owns or controls, directly or indirectly, more than one (1) percent of the outstanding shares of common stock of Permanente Cement Company, or to any purchaser who is not approved in advance by the Federal Trade Commission.

IV. If Permanente Cement Company divests the assets, properties, rights and privileges, described in paragraph I of this order, to a new corporation, the stock of which is wholly owned by Permanente Cement Company, and if Permanente Cement Company then distributes all of the stock in said corporation to the stockholders of Permanente Cement Company in proportion to their holdings of Permanente Cement Company stock, then paragraph III of this order shall be inapplicable, and the following paragraphs V and VI shall take force and effect in its stead.

V. No person who is an officer, director or executive employee of Permanente Cement Company, or who owns or controls, directly or indirectly, more than one (1) percent of the stock of Permanente Cement Company, shall be an officer, director or executive employee of any new corporation described in paragraph IV, or shall own or control, directly or indirectly, more than one (1) percent of the stock of any new corporation described in paragraph IV.

VI. Any person who must sell or dispose of a stock interest in Permanente Cement Company or the new corporation described in paragraph IV in order to comply with paragraph V of this order may do so within six (6) months after the date on which distribution of the stock of the said corporation is made to stockholders of Permanente Cement Company.

VII. As used in this order, the word "person" shall include all members of the immediate family of the individual specified and shall include corporations, partnerships, associations and other legal entities as well as natural persons.

VIII. Permanente Cement Company shall periodically, within sixty (60) days from the date this order becomes final and every ninety (90) days thereafter until divestiture is fully effected, submit to the Commission a detailed written report of its actions, plans, and progress in complying with the provisions of this order and fulfilling its objectives.

It is further ordered, That the initial decision be, and it hereby is, vacated and set aside with respect to Count II of the complaint.

It is further ordered, That with respect to Count II of the complaint this matter be, and it hereby is, remanded to the hearing examiner for further proceedings in accordance with the directions contained in the accompanying opinion.

It is further ordered, That, upon conclusion of such further proceedings, the hearing examiner shall make and file a new initial decision determining all issues of law and fact raised by the record as then constituted.

Issued: April 24, 1964.

By the Commission, Commissioner Reilly not participating for the reason that he did not hear oral argument.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 64-5259; Filed, May 26, 1964; 8:45 a.m.]

[Docket No. C-741]

PART 13—PROHIBITED TRADE PRACTICES

Popular Science Publishing Co., Inc.

Subpart—Misrepresenting oneself and goods—Business status, advantages or connections: § 13.1390 *Concealed subsidiary, fictitious collection agency, etc.* Subpart—Using misleading name—Vendor: § 13.2365 *Concealed subsidiary, fictitious collection agency, etc.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Popular Science Publishing Co., Inc., New York, N.Y., Docket C-741, Apr. 30, 1964]

Consent order requiring the New York City publisher of the "Popular Science Monthly" and "Outdoor Life Magazine", also operating the "Outdoor Life Book Club" and the "Popular Science Living Library", to cease representing falsely

in letters to purportedly delinquent customers that if payment was not made the delinquent's account would be turned over to a bona fide collection agency with consequent injury to his credit rating, and by use of the letterhead of "The Mail Order Credit Reporting Association, Inc.", that a separate organization had received the account for collection and prepared the notice.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent Popular Science Publishing Co., Inc., a corporation, and its officers, and respondent's agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of books, magazines or other merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing directly or by implication that:

1. Delinquent customer's accounts will be or have been turned over to a bona fide, separate collection agency for collection unless respondent in fact turns such accounts over to such an agency;

2. A customer's name has been turned over to a bona fide credit reporting agency or that a customer's general or public credit rating will be adversely affected unless respondent establishes that where payment is not received, the information of said delinquency is referred to a separate, bona fide credit reporting agency;

3. Delinquent accounts have been or will be turned over to "The Mail Order Credit Reporting Association, Inc.," for collection or any other purpose;

4. "The Mail Order Credit Reporting Association, Inc.," any fictitious name, or any trade name owned in whole or in part by respondent or over which respondent exercises any direction or control, is an independent, bona fide collection or credit reporting agency;

5. Notices or other communications which respondent has or has caused to be prepared, written or mailed, have been sent by "The Mail Order Credit Reporting Association, Inc.," or any other person, firm or agency.

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

Issued: April 30, 1964.

By the Commission.

[SEAL] JOHN W. SHEA, *Secretary.*

[F.R. Doc. 64-5260; Filed, May 26, 1964; 8:45 a.m.]

[Docket No. C-738]

PART 13—PROHIBITED TRADE PRACTICES

Sterling Plastics Co., et al.

Subpart—Concealing, obliterating or removing law required and informative marking: § 13.510 *Foreign source.* Subpart—Misbranding or mislabeling: § 13.1325 *Source or origin:* 13.1325-60 Maker or seller; 13.1325-70 Place: 13.1325-70(c) Foreign, in general.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Sterling Plastics Co., et al., Union, N.J., Docket C-738, Apr. 24, 1964]

In the Matter of Sterling Plastics Co., a Corporation, and George J. Staab and Mary D. Staab, Individually and as Officers of Said Corporation

Consent order requiring Union, N.J., importers of a complete line of school supplies, some from Japan, which they sold to wholesalers, jobbers and retailers for resale, to cease selling products such as rulers and compasses so packaged—in plastic pouches and cardboard boxes—or otherwise assembled as to obscure or conceal the mark of foreign origin appearing thereon, and selling them with the words "Sterling Plastics Co. Union, N.J." on the pouches and boxes, thus representing falsely that they were of domestic origin.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Sterling Plastics Co., a corporation, and its officers, and George J. Staab and Mary D. Staab, individually and as officers of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of school supplies, or any other products, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Offering for sale, selling or distributing any product which is in whole, or which contains a substantial part or parts, of foreign origin or fabrication without affirmatively disclosing the country or place of foreign origin or fabrication thereof on the products themselves, by marking or stamping on an exposed surface or on a label or tag affixed thereto, of such degree of permanency as to remain thereon until consummation of consumer sale of the product, and of such conspicuousness as to be likely observed and read by purchasers and prospective purchasers making a casual inspection of the product.

2. Offering for sale, selling or distributing any such product packaged, or enclosed in a container, or mounted on a display card, without disclosing the country or place of foreign origin of the product, or substantial part or parts thereof, on the front or face of said package or container, so positioned as to clearly have application to the product so packaged, and of such degree of permanency as to remain thereon until consummation of the consumer sale of the product, and of such conspicuousness as to be likely observed and read by purchasers and prospective purchasers making casual inspection of the product.

3. Representing, directly or indirectly, in any manner or by any means, that their products are of domestic origin when said products are in whole or contain a substantial part or parts which is or are, of foreign origin.

4. Placing in the hands of jobbers, retailers, dealers, and other, means and instrumentalities by and through which they may deceive and mislead the purchasing public concerning any merchandise in respect to the origin of respondents' merchandise.

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

Issued: April 24, 1964.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 64-5261; Filed, May 26, 1964; 8:45 a.m.]

Title 21—FOOD AND DRUGS

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

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

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

Tolerances for Residues of Linuron

A petition (PP 413) was filed with the Food and Drug Administration by E. I. du Pont de Nemours & Company, Inc., Wilmington, Delaware, requesting the establishment of tolerances of 1 part per million for residues of the herbicide linuron (3-(3,4-dichlorophenyl)-1-methoxy-1-methylurea) in or on carrots (with or without tops) and carrot tops, potatoes, and soybean forage and hay.

The Secretary of Agriculture has certified that this pesticide chemical is useful for the purposes for which tolerances are being established.

After consideration of the data submitted in the petition and other relevant material which show that the tolerances established in this order will protect the public health, and by virtue of the authority vested in the Secretary of Health, Education, and Welfare, by the Federal Food, Drug, and Cosmetic Act (sec. 408 (d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2)), and delegated to the Commissioner of Food and Drugs by the Secretary (21 CFR 2.90; 29 F.R. 471), the regulations for tolerances for pesticide chemicals are amended by changing § 120.184 to read as set forth below:

§ 120.184 Linuron; tolerances for residues.

A tolerance of 1 part per million is established for residues of the herbicide linuron (3-(3,4-dichlorophenyl)-1-me-

thoxy-1-methylurea) in or on carrots (with or without tops) and carrot tops; corn fodder or forage from field corn, sweet corn, and popcorn; potatoes; soybeans (dry or succulent); soybean forage and hay; and meat, fat, and meat byproducts of cattle, goats, hogs, horses, and sheep.

Any person who will be adversely affected by the foregoing order may at any time within 30 days from the date of its publication in the FEDERAL REGISTER file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, 330 Independence Avenue SW., Washington 25, D.C., written objections thereto. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in quintuplicate.

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

(Sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2))

Dated May 20, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64-5293; Filed, May 26, 1964; 8:46 a.m.]

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

Tolerances for Residues of Malathion

A petition (PP 407) was filed with the Food and Drug Administration by American Cyanamid Company, Post Office Box 400, Princeton, New Jersey, requesting an increase from 8 parts per million to 135 parts per million in the tolerances for residues of the insecticide malathion in or on alfalfa, clover, grass, and grass hay.

The Secretary of Agriculture has certified that this pesticide chemical is useful for the purposes for which increased tolerances are being established.

Feeding studies show that residues of malathion in these feed and forage items at the increased tolerance level are safe for consuming animals and will not result in residues in milk or eggs.

After consideration of the data submitted in the petition and other relevant material which show that the tolerances established in this order will protect the public health, and by virtue of the authority vested in the Secretary of Health, Education, and Welfare by the Federal Food, Drug, and Cosmetic Act (sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2)) and delegated to the Commissioner of Food and Drugs by the Secretary (21 CFR 2.90; 29 F.R. 471), § 120.111 of the pesticide chemical regulations is amended by establishing a tolerance of 135 parts per million for residues of malathion in or on alfalfa, clover, grass, and grass hay and by deleting these commodities from the 8 parts per million tolerance, as follows:

§ 120.111 Malathion; tolerances for residues.

* * * * *

From preharvest application: 135 parts per million in or on alfalfa, clover, grass, grass hay.

From preharvest application: 8 parts per million in or on apples, apricots, asparagus, avocados, barley, beans, beets (including tops), blackberries, blueberries, boysenberries, broccoli, brussels sprouts, cabbage, carrots, cauliflower, celery, cherries, collards, corn forage, cranberries, cucumbers, currants, dandelions, dates, dewberries, eggplants, endive (escarole), figs, garlic, gooseberries, grapefruit, grapes, guavas, horseradish, kale, kohlrabi, kumquats, leeks, lemons, lettuce, limes, loganberries, mangoes, melons, mushrooms, mustard greens, nectarines, oats, onions (including green onions), oranges, parsley, parsnips, passion fruit, peaches, pears, peas, peavines, peavine hay, pecans, peppermint, peppers, pineapples, plums, potatoes, prunes, pumpkins, quinces, radishes, raspberries, rice, rutabagas, rye, salsify (including tops), shallots, spearmint, spinish, squash (both summer and winter squash), strawberries, Swiss chard, tangelos, tangerine, tomatoes, turnips (including tops), walnuts, watercress, wheat.

Any person who will be adversely affected by the foregoing order may at any time within 30 days from the date of its publication in the FEDERAL REGISTER file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, 330 Independence Avenue SW., Washington 25, D.C., written objections thereto. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in quintuplicate.

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

(Sec. 408(d)(2), 68 Stat. 512; 21 U.S.C. 346a(d)(2))

Dated: May 20, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64-5294; Filed, May 26, 1964; 8:46 a.m.]

PART 121—FOOD ADDITIVES

Subpart F—Food Additives Resulting From Contact With Containers or Equipment and Food Additives Otherwise Affecting Food

MELAMINE-FORMALDEHYDE RESINS IN MOLDED ARTICLES

The Commissioner of Food and Drugs, having evaluated the data submitted in a petition (FAP 842) filed by American Cyanamid Company, Berdan Avenue, Wayne, New Jersey, and other relevant material, has concluded that the food additive regulations should be amended to provide for the use of melamine-formaldehyde resins in molded articles intended for use in contact with food. Therefore, pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(c)(1), 72 Stat. 1786; 21 U.S.C. 348(c)(1)), and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (21 CFR 2.90; 29 F.R. 471), the food additive regulations are amended by adding to Subpart F the following new section:

§ 121.2549 Melamine-formaldehyde resins in molded articles.

Melamine-formaldehyde resins may be safely used as the food-contact surface of molded articles intended for use in producing, manufacturing, packing, processing, preparing, treating, packaging, transporting, or holding food in accordance with the following prescribed conditions:

(a) For the purpose of this section, melamine-formaldehyde resins are those produced when 1 mole of melamine is made to react with not more than 3 moles of formaldehyde in water solution.

(b) The resins may be mixed with refined woodpulp and the mixture may contain other optional adjuvant substances which may include the following:

List of substances	*Limitations*
Dioctyl phthalate	For use as lubricant.
Hexamethylenetetramine.	For use only as polymerization reaction control agent.
Phthalic acid anhydride.	Do.
Pigments and colorants identified in § 121.2514(b)(3)(xxvi).	
Zinc stearate	For use as lubricant.

(c) The molded melamine-formaldehyde articles in the finished form in which they are to contact food, when extracted with the solvent or solvents characterizing the type of food and under the conditions of time and temperature as determined from tables 1 and 2 of § 121.2514(d), shall yield net chloroform-soluble extractives not to ex-

ceed 0.5 milligram per square inch of food-contact surface.

Any person who will be adversely affected by the foregoing order may at any time within 30 days from the date of its publication in the FEDERAL REGISTER file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, 330 Independence Avenue SW., Washington 25, D.C., written objections thereto. Objections shall show wherein the person filing will be adversely affected by the order and specify with particularity the provisions of the order deemed objectionable and the grounds for the objections. If a hearing is requested, the objections must state the issues for the hearing. A hearing will be granted if the objections are supported by grounds legally sufficient to justify the relief sought. Objections may be accompanied by a memorandum or brief in support thereof. All documents shall be filed in quintuplicate.

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

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

Dated: May 20, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64-5295; Filed, May 26, 1964; 8:46 a.m.]

SUBCHAPTER C—DRUGS

PART 130—NEW DRUGS

Approval of Applications

Effective on the date of publication of this order in the FEDERAL REGISTER, § 130.33 is revised to read as follows:

§ 130.33 Notice of approval.

When a new-drug application, or a supplement to an approved new-drug application, to make substantive changes in labeling is approved for a drug intended for use by man or for a drug intended for administration to animals and which new drug has not previously been the subject of a food additive regulation under Part 121 of this chapter, the approved labeling will be placed on file at the Office of Public Information, Food and Drug Administration, Room 3339, 3d Street and Independence Avenue SW., Washington, D.C., for review by any person properly and directly concerned, and the Commissioner will publish an appropriate notice of the approval in the FEDERAL REGISTER.

This amendment applies section (3c) of the Administrative Procedure Act concerning the availability of public information and therefore notice and public procedure are deemed unnecessary prerequisites to its issuance.

(Secs. 505, 701, 52 Stat. 1052 as amended; 52 Stat. 1055; 21 U.S.C. 355, 371)

Dated: May 21, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64-5296; Filed, May 26, 1964; 8:46 a.m.]

Title 29—LABOR

Chapter V—Wage and Hour Division, Department of Labor

PART 602—LEATHER, LEATHER GOODS, AND RELATED PRODUCTS INDUSTRY IN PUERTO RICO

Increase in Minimum Wages

Pursuant to the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.), Reorganization Plan No. 6 of 1950 (3 CFR 1949-53 Comp., p. 1004), and General Order No. 45-A of the Secretary of Labor (15 F.R. 3290), I hereby revise 29 CFR 602.2 as set forth below to reflect the increases in minimum wage rates in the leather, leather goods, and related products industry in Puerto Rico which become effective on June 10, 1964, under Proviso (1) of section 6(c) of the Act.

As this amendment involves no element of discretion, notice and public procedure thereon are found to be unnecessary.

As amended 29 CFR 602.2 reads as follows:

§ 602.2 Wage rates.

The leather, leather goods, and related products industry in Puerto Rico is divided into six classifications. Wages at rates not less than those prescribed below shall be paid under section 6(c) of the Fair Labor Standards Act of 1938 by every employer to each of his employees in each of the classifications in the leather, leather goods, and related products industry in Puerto Rico who in any workweek is engaged in commerce or in the production of goods for commerce or is employed in an enterprise engaged in commerce or in the production of goods for commerce as those terms are defined in section 3 of the Act.

(a) *Previously covered classifications.* The classifications in this paragraph (a) apply to all activities of employees in the leather, leather goods, and related products industry in Puerto Rico to whom section 6 of the Act applies without reference to the Fair Labor Standards Amendments of 1961.

(1) *Belt classification.* (i) The minimum wage for this classification is $1.00 an hour.

(ii) This classification is defined as the manufacture of apparel belts made of leather, artificial leather, plastics, paper or paperboard, or similar materials (except fabric).

(2) *Hide curing classification.* (i) The minimum wage for this classification is $1.185 an hour.

(ii) This classification is defined as the salting and other curing of hides and skins and operations incidental thereto, except when such operations are performed as an integral and continuous part of leather tanning.

(3) *Sporting and athletic goods classification.* (i) The minimum wage for this classification is 83.5 cents an hour.

(ii) This classification is defined as the manufacture of sporting and athletic goods, including sport and athletic gloves and mittens and baseballs, softballs, footballs, and basketballs covered with leather, artificial leather, fabric, plastics, or similar materials.

(4) *Leather tanning and finishing classification.* (i) The minimum wage for this classification is 82.5 cents an hour.

(ii) This classification is defined as the tanning or other processing of hides, skins, leather, or furs, except the activities included in the hide curing classification, as defined herein, and except the processing of such material in the course of the fabrication of products therefrom.

(5) *General classification.* (i) The minimum wage for this classification is 78.5 cents an hour.

(ii) This classification is defined as the manufacture of all products and activities not included in any other classification of this industry.

(b) *New coverage classification.* (1) The minimum wage for this classification is 74 cents an hour.

(2) This classification is defined as all activities of employees in the industry in Puerto Rico to whom section 6 of the Act applies only by reason of the Fair Labor Standards Amendments of 1961.

(Sec. 6, 52 Stat. 1062, as amended; 29 U.S.C. 206)

Signed at Washington, D.C., this 22d day of May 1964.

CLARENCE T. LUNDQUIST,
Administrator.

[F.R. Doc. 64-5312; Filed, May 26, 1964; 8:47 a.m.]

Title 35—PANAMA CANAL

Chapter I—Canal Zone Regulations

[Canal Zone Order No. 68]

PART 24—SANITATION, HEALTH, AND QUARANTINE

Practice of Medicine and Dentistry

Effective on the thirtieth day after publication in the FEDERAL REGISTER, Subpart B of Part 24 of Title 35 of the Code of Federal Regulations is revoked, and Subpart A thereof is revised to read as follows:

Subpart A—Practice of Medicine and Dentistry

Sec.
24.1 Definitions.
24.2 Requirement of license.
24.3 Practice to accord with license.
24.4 Application for license; qualifications; fee.
24.5 Appointment of examining boards.
24.6 Organization and functioning of examining boards.
24.7 National or State examination in lieu of local examination.
24.8 Issuance of license without examination.
24.9 Issuance of license by Health Director.
24.10 Registration of licenses.
24.11 Suspension or revocation of license.
24.12 Exemption from licensure.
24.13 Practices to which this subpart is inapplicable.
24.14 Punishment for violation of regulations.

AUTHORITY: The provisions of this Subpart A issued under the authority vested in the President by 2 C.Z.C. § 1191, 76A Stat.

41, and delegated to the Secretary of Army by § 3(d) of E.O. 9746, 11 F.R. 7329, 3 CFR 1943–1948 Comp., as amended by E.O. 10595, 20 F.R. 819, 3 CFR 242, 1954–1958 Comp. The delegation of authority referred to was preserved by § 19, P.L. 87–845, 76A Stat. 700.

§ 24.1 Definitions.

For the purpose of this subpart the following words and phrases have the meanings assigned to them, respectively, except where the context otherwise requires:

(a) "Disease" means any blemish, defect, deformity, infirmity, disorder, or injury of the human body or mind, and pregnancy, and the effects of any of them.

(b) "The practice of medicine" means the art of detecting or attempting to detect the presence of disease; of preventing, relieving, correcting, or curing, or of attempting to prevent, relieve, correct, or cure, any disease; of safeguarding or attempting to safeguard the life of any woman and infant through pregnancy and parturition; and of doing or attempting to do any of the acts enumerated in this paragraph. For the purpose of this subpart the term "the practice of medicine" does not include dentistry, optometry, pharmacy, or nursing.

(c) As used in this subpart, "practice of dentistry" means any act, operation, or service which attempts or professes to perform, adjust, remove, treat, diagnose, construct, or replace any impressions, teeth, restorations, furnishings, replacements, artificial substitutes, bands, crowns, bridges, appliances, or any structural restorations, in the human oral cavity or its contiguous parts.

(d) "To practice" means to do or to attempt to do, or to hold oneself out or to allow oneself to be held out as ready to do, any act enumerated in paragraphs (b) or (c) of this section, as constituting a part of the practice of medicine, or dentistry, for a fee, gift, or reward, whether tangible or intangible.

(e) "Health Director" means the Director of the Health Bureau of the Canal Zone Government.

§ 24.2 Requirement of license.

No person shall practice medicine or dentistry in the Canal Zone who is not (a) licensed to do so, or (b) exempted from licensure under this subpart. All licenses to practice medicine or dentistry in the Canal Zone issued by proper authority prior to the adoption of this subpart shall remain in effect unless suspended or revoked by the Health Director of the Canal Zone Government in accordance with procedures prescribed in this subpart.

§ 24.3 Practice to accord with license.

No person shall practice medicine or dentistry in the Canal Zone otherwise than in accordance with the terms of his license.

§ 24.4 Application for license; qualifications; fee.

(a) An application for a license to practice medicine or dentistry shall be sent to the Health Director and shall be accompanied by satisfactory proof that the applicant—

(1) is twenty-one years of age or over (birth certificate or similar evidence thereof);

(2) resides or intends to reside in the Canal Zone or in the Republic of Panama and intends to practice in the Canal Zone;

(3) is of good moral character as shown by at least three letters of favorable character testimony;

(4) is not addicted to intemperate use of alcoholic stimulants or narcotic drugs;

(5) in the case of an application to practice medicine the applicant is a graduate of a school accredited by the American Medical Association as a grade "A" school of medicine, or holds a certificate from the Educational Council of the American Medical Association for Foreign Medical Graduates;

(6) in the case of an application to practice medicine the applicant has satisfactorily completed at least one year of internship in a hospital recognized by the American Medical Association or in a hospital in a foreign country recognized by the Health Director as having standards equal to those of hospitals recognized by the American Medical Association; and

(7) in the case of an application to practice dentistry the applicant is a graduate of a school accredited by the American Dental Association as a grade "A" school of dentistry or of a school of dentistry in a foreign country recognized by the Health Director as having standards equal to those of a school accredited by the American Dental Association as a grade "A" school of dentistry.

(b) Each application for a license shall be accompanied by a fee as follows:

(1) For a license on the basis of an examination	$50
(2) For a license without examination	10

The Health Director may refund $40 of the $50 fee to an applicant if the applicant is by reason of sickness or other adequate cause or circumstance beyond his control prevented from taking the examination.

§ 24.5 Appointment of examining boards.

Whenever an application to practice medicine or dentistry is received, the Health Director shall refer it to a board of examiners appointed by him, either generally or for the specific case, to determine if the applicant is qualified to practice medicine, or dentistry, in the Canal Zone. Except as provided by §§ 24.7 and 24.8, each applicant shall be given an examination covering all subjects, which, in the opinion of the Board, are appropriate for proper evaluation of an applicant's qualifications to practice medicine, or dentistry, as the case may be.

§ 24.6 Organization and functioning of examining boards.

Each examining board shall consist of three members, and membership on one examining board shall not be a bar to membership on another. The Health Director shall:

(a) Designate one of the members of each board to act as chairman;

(b) Furnish each board with such secretarial or stenographic assistance as may be necessary; and

(c) Prescribe such general rules as may be necessary to govern the procedure to be followed by the boards.

§ 24.7 National or State examination in lieu of local examination.

In determining the qualifications of an applicant for a license to practice medicine, or dentistry, a board appointed pursuant to the preceding section may accept the certificate of examination of a National or State Board of Medical Examiners of the United States, or the certificate of a National or State Board of Dental Examiners, as the case may be, in lieu of and as an equivalent to, its own examination.

§ 24.8 Issuance of license without examination.

(a) When a board appointed pursuant to § 24.5 finds that an applicant is otherwise qualified, a license may be issued to the applicant without examination if he has been issued a license to practice medicine, or dentistry, as the case may be, in a State, Territory, or possession of the United States, or in any foreign country, which, in the opinion of the board, has education and other requirements equal to those of the Canal Zone.

(b) Physicians or dentists having been employed as such by any agency of the United States in the Canal Zone for a period of not less than 12 months, whose services in that employ were satisfactory, and who are bona fide residents of the Canal Zone or Republic of Panama at the time of making application for such license, may be licensed to practice medicine, or dentistry, as the case may be, in the Canal Zone without examination. Service as an intern in any hospital shall not be considered as employment as a physician under this paragraph.

§ 24.9 Issuance of license by Health Director.

Upon the receipt of a report from the examining board which certifies that an applicant is qualified to practice medicine, or dentistry, as the case may be, in accordance with this subpart, the Health Director shall issue the applicant a license to practice his profession in the Canal Zone, unless he finds it necessary, because of some conflict or non-compliance with the regulations of this subpart, to return the application to the examining board for its further consideration or its reconsideration.

§ 24.10 Registration of licenses.

The Health Director shall cause all licenses to be numbered and recorded in an appropriate manner.

§ 24.11 Suspension or revocation of license.

The Health Director may suspend or revoke a license to practice medicine, or dentistry, issued to any person under this subpart who, after due notice and hearing, is found to be guilty of any unprofessional or dishonorable conduct or is incapable for any reason of continuing to perform his professional duties.

§ 24.12 Exemption from licensure.

The provisions of this subpart forbidding the practice of medicine or dentistry without a license shall not apply to the following, in the discharge of their official duties:

(a) commissioned medical officers of the United States Armed Forces or of the United States Public Health Service;

(b) interns and residents-in-training employed by, or in training with, the Canal Zone Government or any other agency of the United States;

(c) physicians or dentists acting as consultants to or in training with the Canal Zone Government or any other agency of the United States; and

(d) medical officers employed by the Canal Zone Government prior to the adoption of this subpart.

§ 24.13 Practices to which this subpart is inapplicable.

The provisions of this subpart are not applicable to:

(a) the treatment of any case of actual emergency;

(b) the treatment of crew members and passengers of vessels by the individual acting as medical officer of a vessel;

(c) the practice of massage, or dietetics, or the use of hygienic measures, for the relief of disease or to the practice of any other form of physiotherapy for the relief of disease, or to the practice of X-ray or laboratory technicians, under the direction of a person licensed to practice medicine or dentistry in the Canal Zone;

(d) the use of ordinary hygienic, dietetic, or domestic remedies unless such use is in violation of the provisions of §§ 24.1, 24.2;

(e) persons treating human ailments by prayer or spiritual means, as an exercise or enjoyment of religious freedom unless the laws, rules, and regulations relating to communicable diseases and sanitary matters are violated by such exercise or;

(f) the sale, manufacture, or advertising of drugs and medicines unless the vendor, maker, or advertiser attempts to diagnose in connection with such sale, manufacture, or advertising.

§ 24.14 Punishment for violation of regulations.

Any person who violates a provision of this subpart is liable to punishment, in accordance with 2 C.Z.C. § 1192, by a fine of not more than $100, or by imprisonment in jail for not more than 30 days, or by both. Each day the violation continues constitutes a separate offense under the cited code provision.

STEPHEN AILES,
Secretary of the Army.

MAY 20, 1964.

[F.R. Doc. 64-5273; Filed, May 26, 1964; 8:45 a.m.]

Title 36—PARKS, FORESTS, AND MEMORIALS

Chapter I—National Park Service, Department of the Interior

PART 7—SPECIAL REGULATIONS RELATING TO PARKS AND MONUMENTS

Grand Teton National Park, Wyoming; Fishing

On page 4970 of the FEDERAL REGISTER of April 9, 1964, there was published a notice and text of a proposed amendment to § 7.22 of Title 36, Code of Federal Regulations. The purpose of this amendment is to allow fishing under conditions which conform, insofar as possible, with State laws and regulations.

Interested persons were given 30 days within which to submit written comments, suggestions, or objections with respect to the proposed amendment. No comments, suggestions, or objections have been received; therefore, due to the open season dates for fishing in the waters of the Park, this amendment will become effective on the date of this publication in the FEDERAL REGISTER.

FRED C. FAGERGREN,
Superintendent,
Grand Teton National Park.

Paragraph (b) of § 7.22 is amended in its entirety to read as follows:

§ 7.22 Grand Teton National Park.

* * * * *

(b) *Fishing—Open season.* All waters within the park shall be open to fishing in conformance with the laws and regulations of the State of Wyoming applying to the Snake River Drainage, subject to the following conditions or exceptions:

(1) Closed waters: The following waters within the park shall be closed to fishing at all times: The Snake River for a distance of 150 feet below the downstream face of Jackson Lake Dam; Swan Lake; Hedrick's Ponds; Christian Ponds; and Cottonwood Creek from the outlet of Jenny Lake downstream to the Saddle Horse Concession Bridge.

(2) During any period of emergency, or to prevent overuse by fishermen, or to protect the habitat or nesting areas of waterfowl, the superintendent may close to fishing all or any part of such open waters for such periods of time as may be necessary, provided that notice thereof shall be given by the posting of appropriate signs or markers.

(3) Fishing from any bridge or boat dock in the park is prohibited.

(4) Creel limits: The limit of catch per person per day or in possession shall be 12 game fish or 10 pounds and 1 game fish, except in Jackson Lake where the limit of catch shall be 6 game fish or 10 pounds and 1 game fish. In addition, the catch limit of whitefish shall be 25 per day with a possession limit of 3 days' catch.

(5) Bait: The use or possession of fish eggs or fish for bait is prohibited in all waters within the park, except it shall be permissible to use or have in possession dead, nongame fish for use as bait on or along the shores of Jackson Lake. Authorized marina bait dealers at Jackson Lake may retain live bait fish in containers, provided the live bait fish have been taken from Jackson Lake or from waters draining into Jackson Lake, and provided further that such bait fish are dead when sold.

* * * * *

[F.R. Doc. 64-5299; Filed, May 26, 1964; 8:47 a.m.]

Title 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans Administration

PART 36—LOAN GUARANTY

Right of the Administrator To Refuse To Appraise Residential Properties

In § 36.4361, paragraph (a) is amended to read as follows:

§ 36.4361 Right of the Administrator to refuse to appraise residential properties.

(a) The Administrator may refuse to appraise dwellings to which a request for appraisal relates if he determines that any party or parties involved or financially interested in the construction or sale of such units (1), have theretofore participated in the construction or sale of units sold to veterans which involved (i) substantial deficiencies in the construction, or (ii) a failure or indicated inability to discharge contractual obligations to the veterans who contracted for the construction or purchase of such units, or (iii) the use of a contract of sale or of methods or practices in marketing such units of a type which under standards promulgated by the Administrator was unfair or unduly prejudicial to the veterans concerned, or (2), have been refused the benefits of participation under the National Housing Act pursuant to a determination of the Federal Housing Commissioner under section 512 of that act, or (3), have declined to sell a residential property to an eligible veteran because of his race, color, creed, or national origin, or (4), have been refused the benefits of participation under the National Housing Act pursuant to a determination made subsequent to the effective date of subparagraph (4) of this paragraph by the Federal Housing Commissioner which is not made under section 512 of the National Housing Act. Upon any such refusal to appraise, the Administrator shall give written notice thereof to the person or firm submitting

the appraisal request and shall state the basis for such refusal. Subparagraph (4) shall not be applied to deny the request of an eligible veteran for appraisal of a property which he desires to purchase.

* * * * *

(72 Stat. 1114; 38 U.S.C. 210)

This VA Regulation is effective upon publication in the FEDERAL REGISTER.

Approved: May 21, 1964.

By direction of the Administrator.

[SEAL] W. J. DRIVER,
Deputy Administrator.

[F.R. Doc. 64-5281; Filed, May 26, 1964; 8:46 a.m.]

Title 41—PUBLIC CONTRACTS

Chapter 8—Veterans Administration

PART 8-2—PROCUREMENT BY FORMAL ADVERTISING

Subpart 8-2.2—Solicitation of Bids

MISCELLANEOUS AMENDMENTS

1. In § 8-2.201, paragraph (e) is amended and a new paragraph (f) is added so that the amended and added material reads as follows:

§ 8-2.201 Preparation of invitations for bids.

* * * * *

(e) Instructions for bid guarantee, performance and payment bond requirements are set forth in § 8-10.102-2 and Subpart 8-10.50.

(f) In order to preclude adverse criticism of the Veterans Administration by prospective bidders relative to disclosure of bid prices prior to bid opening, the following provision shall be prominently placed in all invitations to bid for construction contracts:

Caution to bidders—Bid envelopes. Bidders are requested to submit their bids in the envelope furnished with this invitation. However, when it is in the bidder's interest, he may use any other suitable envelope. It is the responsibility of each bidder to take all necessary precautions including the use of a proper mailing cover to ensure that his bid price cannot be ascertained by anyone prior to bid opening.

2. In § 8-2.203-1, paragraph (a) is amended to read as follows:

§ 8-2.203-1 Mailing or delivering to prospective bidders.

(a) Each prospective bidder shall be furnished an opaque envelope without penalty indicia, addressed to the contracting office with the invitation number of other identifying data, and opening time and date shown thereon.

* * * * *

(Sec. 205(c), 63 Stat. 390, as amended, 40 U.S.C. 486(c); sec. 210(c), 72 Stat. 1114, 38 U.S.C. 210(c))

These regulations are effective immediately.

Approved: May 20, 1964.

By direction of the Administrator.

[SEAL] A. H. MONK,
Associate Deputy Administrator.

[F.R. Doc. 64-5282; Filed, May 26, 1964; 8:46 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 987]

DOMESTIC DATES PRODUCED OR PACKED IN A DESIGNATED AREA OF CALIFORNIA

Proposed Size Regulation for Deglet Noor Variety

Notice is hereby given of a proposal by the Date Administrative Committee that § 987.204 of Subpart—Additional Grade and Size Regulations effective pursuant to § 987.40 of the marketing agreement, as amended, and Order No. 987, as amended (7 CFR Part 987), regulating the handling of domestic dates produced or packed in a designated area of California, be revised so as to relax the additional size regulation applicable to dates of the Deglet Noor variety that may be handled as free dates. The amended marketing agreement and order are effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674).

Additional size regulations for Deglet Noor dates were first made effective August 2, 1963 (28 F.R. 7890). They were modified November 8, 1963 (28 F.R. 11927). Such regulations currently prescribe certain size requirements for Deglet Noor dates that may be handled as free dates, and somewhat lower size requirements for dates eligible to be withheld from handling to meet restricted obligation. However, dates to meet restricted obligation may be exported, pursuant to § 987.55, to an approved country other than Mexico only if they meet the additional size requirements for free dates. The proposal provides that the size requirements for free dates of the Deglet Noor variety (as well as the requirements for restricted dates to be exported to any approved country other than Mexico) shall be the same as the lower size requirements now in effect for Deglet Noor dates eligible to be withheld from handling to meet restricted obligation.

The Committee's experience of the present season indicates the current dual size requirements have created an unnecessary burden on handlers by requiring them to perform sizing operations to sort out a few dates for the purpose of qualifying lots as meeting the free date requirements. Usually the better quality lots of dates are selected and used as free dates or for export and most of the lots would meet the lower requirements without sizing. The effectiveness of the additional size regulation which excludes the smaller dates from the marketable supply is achieved mostly by the lower minimum size requirement for restricted dates. Thus, it appears that a single minimum size requirement for free and all restricted dates would serve essentially the same purposes as the present dual requirements and relieve handlers of unnecessary costs. The current additional size regulations provide in paragraph (e), certain exemptions to handlers on the basis of graded dates held on July 31, 1963. Since that time, all handlers have had an opportunity to utilize their exemptions. Therefore, there is no need to continue this provision.

Consideration will be given to any written data, views, or arguments pertaining to the proposal which are received by the Director, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Washington, D.C., 20250, not later than the 30th day after the date of publication of this notice in the FEDERAL REGISTER.

The proposal is as follows:

Revise § 987.204 of Subpart—Additional Grade and Size Regulations to read as follows:

§ 987.204 Additional size regulations.

(a) *Whole dates.* Whole dates of the Deglet Noor variety shall not be handled as free dates, nor be eligible to be withheld from handling (as marketable dates) to meet restricted obligation pursuant to § 987.45, unless the individual dates in the representative samples of the lot weigh not less than 6.5 grams for dry or natural whole dates, or not less than 6.9 grams for hydrated whole dates, except that not more than 10 percent, by weight, of the dates in the samples of the lot may consist of individual dates that weigh less than the applicable specified weight.

(b) *Pitted dates.* The requirements of this section as to the weight of dates shall also apply to pitted dates of the Deglet Noor variety but on the basis of the whole date equivalent (i.e. weight) determined in accordance with § 987.174 as follows: The weight of the pitted dates shall be adjusted to the whole date equivalent by dividing the weight of the pitted dates by 0.875.

(c) *Effect on other provisions.* The requirements of this section are additional to, and do not supersede, the requirements as to uniformity of size specified in the particular grades of the United States Standards for Grades of Dates (§§ 52.1001—52.1011 of this title) prescribed in § 987.203 of this subpart.

Dated: May 22, 1964.

PAUL A. NICHOLSON,
Deputy Director,
Fruit and Vegetable Division.

[F.R. Doc. 64–5303; Filed, May 26, 1964; 8:47 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[21 CFR Part 121]

SYNTHETIC FLAVORING SUBSTANCES AND ADJUVANTS

Proposal To Establish List of Safe Additives

The Commissioner of Food and Drugs proposes the issuance of a food additive regulation to prescribe the safe use of synthetic flavoring substances and adjuvants. The recognition that synthetic flavoring substances and adjuvants have been and are widely used in food processing requires that a regulation issue to identify those that may be safely used, in order to safeguard the public health. There is no general recognition of the safety of these substances among experts qualified by training and experience because the data required to arrive at such a conclusion is not readily available to all such experts.

The Commissioner of Food and Drugs in reaching a conclusion of safety with respect to the substances listed in the proposed order has relied upon experience based on the common use of these substances in food prior to 1958; the fact that many of the synthetic flavoring substances have a natural counterpart in food or in natural substances used to flavor foods; that metabolic and toxicity data representing studies made on selected flavoring substances were reviewed and safety established; and that relatively low and essentially self-limiting quantities are involved when these substances are used in food, consistent with good manufacturing practice.

Therefore, pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (Sec. 409(d), 72 Stat. 1787; 21 U.S.C. 348(d)), and under the authority delegated to the Commissioner by the Secretary of Health, Education, and Welfare (21 CFR 2.90; 29 F.R. 471), the Commissioner proposes the issuance of the following new section:

§ 121.____ Synthetic flavoring substances and adjuvants.

Synthetic flavoring substances and adjuvants may be safely used in food in accordance with the following conditions.

(a) They are used in the minimum quantity required to produce their intended effect, and otherwise in accordance with all the principles of good manufacturing practice.

(b) They consist of one or more of the following, used alone or in combination with flavoring substances and adjuvants generally recognized as safe in food,

prior-sanctioned for such use, or regulated by an appropriate section in Subpart D of the food additive regulations.

Acetal; acetaldehyde diethyl acetal.
Acetaldehyde phenethyl propyl acetal.
Acetanisole; 4'-methoxyacetophenone.
Adipic acid; 1,4-butanedicarboxylic acid.
Alginates, sodium, calcium and ammonium.
Allyl anthranilate.
Allyl cinnamate.
Allyl cyclohexane-acetate.
Allyl cyclohexane-butyrate.
Allyl cyclohexane-hexanoate.
Allyl cyclohexane-propionate.
Allyl cyclohexane-valerate.
Allyl disulfide.
Allyl 2-ethylbutyrate.
Allyl α-ionone; 1-(2,6,6-trimethyl-cyclohexene-2) hepta-1,6-dien-3-one.
Allyl isothiocyanate; mustard oil.
Allyl isovalerate.
Allyl mercaptan; 2-propene-1-thiol.
Allyl nonanoate.
Allyl octanoate.
Allyl phenoxyacetate.
Allyl phenylacetate.
Allyl propionate.
Allyl sorbate; allyl 2,4-hexadienate.
Allyl sulfide.
Allyl tiglate; allyl *trans*-2-methyl-2-butenoate.
Allyl 10-undecenoate.
Ammonium isovalerate.
Ammonium sulfide.
Amyl alcohol; pentyl alcohol.
Amyl butyrate.
α-Amylcinnamaldehyde.
α-Amylcinnamaldehyde dimethyl acetal.
α-Amylcinnamyl acetate.
α-Amylcinnamyl alcohol.
α-Amylcinnamyl formate.
α-Amylcinnamyl isovalerate.
Amyl formate.
Amyl heptanoate.
Amyl hexanoate.
Amyl octanoate.
Anisole; methoxybenzene.
Anisyl acetate.
Anisyl alcohol; *p*-methoxybenzyl alcohol.
Anisyl butyrate.
Anisyl formate.
Anisyl propionate.
Benzaldehyde dimethyl acetal.
Benzaldehyde glyceryl acetal; 2-phenyl-*m*-dioxan-5-ol.
Benzaldehyde propylene glycol acetal; 4-methyl-2-phenyl-*m*-dioxolane.
Benzoin; 2-hydroxy-2-phenylacetophenone.
Benzophenone; diphenylketone.
Benzyl acetate.
Benzyl acetoacetate.
Benzyl alcohol.
Benzyl benzoate.
Benzyl butyrate.
Benzyl cinnamate.
Benzyl 2,3-diamethylcrotonate; benzyl methyl tiglate.
Benzyl formate.
3-Benzyl-4-heptanone; benzyl dipropyl ketone.
Benzyl isobutyrate.
Benzyl isovalerate.
Benzyl mercaptan; α-toluenethiol.
Benzyl methoxyethyl acetal; acetaldehyde benzyl β-methoxyethyl acetal.
Benzyl phenylacetate.
Benzyl propionate.
Benzyl salicylate.
Birch tar oil.
Borneol; *d*-camphanol.
Bornyl acetate.
Bornyl formate.
Bornyl isovalerate.
Bornyl valerate.
2-Butanone; methyl ethyl ketone.
Butter acids.
Butter esters.
Butter starter distillate.
Butyl acetate.
Butyl acetoacetate.
Butyl alcohol; 1-butanol.
Butyl anthranilate.
Butyl butyrate.
Butyl butyryllactate; lactic acid, butyl ester, butyrate.
α-Butyl cinnamaldehyde.
Butyl cinnamate.
Butyl 2-decenoate.
Butyl formate.
Butyl heptanoate.
Butyl hexanoate.
Butyl *p*-hydroxybenzoate.
Butyl isobutyrate.
Butyl isovalerate.
Butyl isovalerate.
Butyl lactate.
Butyl laurate.
Butyl levulinate.
Butyl phenylacetate.
Butyl propionate.
Butyl stearate.
Butyl sulfide.
Butyl 10-undecenoate.
Butyl velerate.
Butyraldehyde.
Cadinene.
Camphene; 3,3-dimethyl-2-methylene-norbornane.
d-Camphor.
Carvacrol; 2-*p*-cymenol.
Carveol; *p*-mentha-6,8-dien-2-ol.
Carvacryl ethyl ether; 2-ethoxy-*p*-cymene.
4-Carvomenthenol; 1-*p*-menthen-4-ol; 4-terpineol.
Carvyl acetate.
Carvyl propionate.
β-Caryophyllene.
Cinnamaldehyde ethylene glycol acetal.
Cinnamic acid.
Cinnamyl acetate.
Cinnamyl alcohol; 2-phenyl-2-propen-1-ol.
Cinnamyl anthranilate.
Cinnamyl butyrate.
Cinnamyl cinnamate.
Cinnamyl formate.
Cinnamyl isobutyrate.
Cinnamyl isovalerate.
Cinnamyl phenylacetate.
Cinnamyl propionate.
Citral diethyl acetal; 3,7-dimethyl-2,6-octadienal diethyl acetal.
Citral dimethyl acetal; 3,7-dimethyl-2,6-octadienal dimethyl acetal.
Citronellal; 3,7-dimethyl-6-octenal; rhodinal.
Citronellol; 3,7-dimethyl-6-octen-1-ol; *d*-citronellol.
Citronelloxy-acetaldehyde.
Citronellyl acetate.
Citronellyl butyrate.
Citronellyl formate.
Citronellyl isobutyrate.
Citronellyl phenylacetate.
Citronellyl propionate.
Citronellyl valerate.
p-Cresol.
Cuminaldehyde; cuminal; *p*-isopropyl benzaldehyde.
Cyclohexane-acetic acid.
Cyclohexane-ethyl acetate.
Cyclohexyl acetate.
Cyclohexyl anthranilate.
Cyclohexyl butyrate.
Cyclohexyl cinnamate.
Cyclohexyl formate.
Cyclohexyl isovalerate.
Cyclohexyl propionate.
p-Cymene.
γ-Decalactone; 4-hydroxy-decanoic acid γ-lactone.
δ-Decalactone; 5-decanoic acid δ-lactone.
Decanal dimethyl acetal.
1-Decanol; decylic alcohol.
2-Decen-1-al.
Decyl actate.
Decyl butyrate.
Decyl propionate.
Dibenzyl ether.
4,4-Dibutyl-γ-butyrolactone; 4,4-dibutyl-4-hydroxy-butyric acid γ-lactone.
Dibutyl sebacate.
Diethyl malate.
Diethyl sebacate.
Diethyl succinate.
Diethyl tartrate.
Dihydrocarveol; 8-*p*-menthen-2-ol; 6-methyl-3-isopropenyl-cyclohexanol.
Dihydrocarvyl acetate.
m-Dimethoxybenzene.
p-Dimethoxybenzene; dimethyl hydroquinone.
2,4-Dimethylacetophenone.
α,α-Dimethylbenzyl isobutyrate; phenyldimethylcarbinyl isobutyrate.
2,6-Dimethyl-5-heptenal.
2,6-Dimethyl octanal; isodecylaldehyde.
3,7-Dimethyl-1-octanol; tetrahydrogeraniol.
α,α-Dimethylphenethyl acetate; benzylpropyl acetate; benzyldimethyl-carbinyl acetate.
α,α-Dimethylphenethyl alcohol; dimethylbenzyl carbinol.
α,α-Dimethylphenethyl butyrate; benzyldimethyl-carbinyl butyrate.
α,α-Dimethylphenethyl formate; benzyldimethyl-carbinyl formate.
Dimethyl succinate.
1,3-Diphenyl-2-propanone; dibenzyl ketone.
γ-Dodecalactone; 4-hydroxy-dodecanoic acid γ-lactone.
2-Dodecanal.
Estragole.
p-Ethoxybenzaldehyde.
Ethyl acetoacetate.
Ethyl 2-acetyl-3-phenylpropionate; ethylbenzyl acetoacetate.
Ethyl aconitate, mixed esters.
Ethyl acrylate.
Ethyl *p*-anisate.
Ethyl anthranilate.
Ethyl benzoate.
Ethyl benzoylacetate.
α-Ethylbenzyl butyrate; α-phenylpropyl butyrate.
2-Ethylbutyl actate.
2-Ethylbutyiraldyehyde.
2-Ethylbutyric acid.
Ethyl cinnamate.
Ethyl cyclohexane-propionate.
Ethyl decanoate.
Ethyl formate.
Ethyl 2-furanpropionate.
4-Ethylguaiacol; 4-ethyl-2-methoxyphenol.
Ethyl heptanoate.
2-Ethyl-2-heptanal; 2-ethyl-3-butyl-acrolein.
Ethyl hexanoate.
Ethyl isobutyrate.
Ethyl isovalerate.
Ethyl lactate.
Ethyl laurate.
Ethyl levulinate.
Ethyl myristate.
Ethyl nitrite.
Ethyl nonanoate.
Ethyl 2-nonynoate; ethyl octyne carbonate.
Ethyl octanoate.
Ethyl oleate.
Ethyl phenylacetate.
Ethyl 4-phenylbutyrate.
Ethyl 3-phenylglycidate.
Ethyl 3-phenylpropionate; ethyl hydrocinnamate.
Ethyl propionate.
Ethyl pyruvate.
Ethyl salicylate.
Ethyl sorbate; ethyl 2,4-hexadienoate.
Ethyl tiglate; ethyl *trans*-2-methyl-2-butenoate.
Ethyl 10-undecenoate.
Ethyl valerate.
Eucalyptol; 1,8-epoxy-*p*-menthane; cineol.
Eugenyl benzoate.
Eugenyl formate.
Eugenyl methyl ether; 4-allyl veratrole; methyl eugenol.
Farnesol; 3,7,11-trimethyl-2,6,10-dodecatrien-1-ol.
d-Fenchone; *d*-1,3,3-trimethyl-2-norbornanone.
Fenchyl alcohol; 1,3,3-trimethyl-2-norbornanol.
Formic acid.
1-Furyl-2-propanone; furyl acetone.
Fusel oil, refined (mixed amyl alcohols).
Geranyl acetoacetate; *trans*-3,7-dimethyl-2,6-octadien-1-yl acetoacetate.
Geranyl benzoate.

Geranyl butyrate.
Geranyl formate.
Geranyl hexanoate.
Geranyl isobutyrate.
Geranyl isovalerate.
Geranyl phenylacetate.
Geranyl propionate.
Glucose pentaacetate.
Glyeryl monooleate.
Guaiacol; *o*-methoxyphenol.
Guaiacyl phenylacetate.
γ-Heptalactone; 4-hydroxyheptanoic acid γ-lactone.
Heptanal; enanthaldehyde.
Heptanal dimethyl acetal.
Heptanal 1,2-glyceryl acetal.
2,3-Heptanedione; acetyl valeryl.
2-Heptanone; methyl amyl ketone.
3-Heptanone; ethyl butyl ketone.
4-Heptanone; dipropyl ketone.
Heptyl acetate.
Heptyl alcohol; enanthic alcohol.
Heptyl butyrate.
Heptyl cinnamate.
Heptyl formate.
Heptyl isobutyrate.
Heptyl octanoate.
1-Hexadecanol; cetyl alcohol.
ω-6-Hexadecenlactone; 16-hydroxy-6-hexadecenoic acid ω-lactone; ambrettolide.
γ-Hexalactone; 4-hydroxy-hexanoic acid γ-lactone; tonkalide.
Hexanal; caproic aldehyde.
2,3-Hexanedione; acetyl butyryl.
Hexanoic acid; caproic acid.
2-Hexenal.
2-Hexen-1-ol.
3-Hexen-1-ol; leaf alcohol.
2-Hexen-1-yl acetate.
Hexyl acetate.
2-Hexyl-4-acetoxy-tetrahydrofuran.
Hexyl alcohol.
Hexyl butyrate.
α-Hexylcinnamaldehyde.
Hexyl formate.
Hexyl hexanoate.
Hexyl octanoate.
Hexyl propionate.
Hydroxycitronellal; 3,7-dimethyl-7-hydroxyoctanal.
Hydroxycitronellal diethyl acetal.
Hydroxycitronellal dimethyl acetal.
Hydroxycitronellol; 3,7-dimethyl-1,7-octanediol.
5-Hydroxy-4-octanone; butyroin.
4-(*p*-Hydroxyphenyl)-2-butanone; *p*-hydroxybenzyl acetone.
Indole.
α-Ionone; 4-(2,6,6-trimethyl-2-cyclohexen-1-yl)-3-buten-2-one.
β-Ionone; 4-(2,6,6-trimethyl-1-cyclohexen-1-yl)-3-buten-2-one.
α-Irene; 4-(2,5,6,6-tetramethyl-2-cyclohexene-1-yl)-3-buten-2-one; 6-methyl-ionone.
Isoamyl acetate.
Isoamyl alcohol; isopentyl alcohol; 3-methyl-1-butanol.
Isoamyl benzoate.
Isoamyl butyrate.
Isoamyl cinnamate.
Isoamyl formate.
Isoamyl 2-furanbutyrate; α-isoamyl furfurylpropionate.
Isoamyl 2-furanpropionate; α-isoamyl furfurylacetate.
Isoamyl hexanoate.
Isoamyl isovalerate.
Isoamyl laurate.
Isoamyl nonanoate.
Isoamyl octanoate.
Isoamyl phenylacetate.
Isoamyl propionate.
Isoamyl pyruvate.
Isoamyl salicylate.
Isoborneol.
Isobornyl acetate.
Isobornyl formate.
Isobornyl isovalerate.
Isobornyl propionate.
Isobutyl acetate.
Isobutyl acetoacetate.
Isobutyl alcohol.
Isobutyl angelate; isobutyl *cis*-2-methyl-2-butenoate.
Isobutyl anthranilate.
Isobutyl benzoate.
Isobutyl butyrate.
Isobutyl cinnamate.
Isobutyl formate.
Isobutyl 2-furanpropionate.
Isobutyl heptanoate.
Isobutyl hexanoate.
Isobutyl isobutyrate.
α-Isobutylphenethyl alcohol; isobutyl benzyl carbinol; 4-methyl-1-phenyl-2-pentanol.
Isobutyl phenylacetate.
Isobutyl propionate.
Isobutyl salicylate.
Isobutyraldehyde.
Isobutyric acid.
Isoeugenol; 2-methoxy-4-propenyl-phenol.
Isoeugenyl acetate.
Isoeugenyl ethyl ether; 2-ethoxy-5-propenyl-anisole; ethyl isoeugenol.
Isoeugenyl formate.
Isoeugenyl methyl ether; 4-propenyl veratrole; methyl isoeugenol.
Isoeugenyl phenylacetate.
α-Isomethyl-ionone; 4-(2,6,6-trimethyl-2-cyclohexen-1-yl)-3-methyl-3-buten-2-one; methyl γ-ionone.
Isopropyl acetate.
p-Isopropyl-acetophenone.
Isopropyl benzcate.
p-Isopropyl-benzyl alcohol; cuminic alcohol; *p*-cymen-7-ol.
Isopropyl butyrate.
Isopropyl cinnamate.
Isopropyl formate.
Isopropyl hexanoate.
Isopropyl isobutyrate.
Isopropyl isovalerate.
p-Isopropylphenyl-acetaldehyde; *p*-cymen-7-carboxaldehyde.
Isopropyl phenylacetate.
3-(*p*-Isopropylphenyl)-propionaldehyde; *p*-isopropyl-hydrocinnamaldehyde; cuminyl acetaldehyde.
Isopropyl propionate.
Isopulegol; *p*-menth-8-en-3-ol.
Isopulegone; *p*-menth-8-en-3-one.
Isopulegyl acetate.
Isoquineline.
Isovaleric acid.
Lauric aldehyde; dodecanal.
Lauryl acetate.
Lauryl alcohol; 1-dodecanal.
Levulinic acid.
Linalyl anthranilate; 3,7-dimethyl-1, 6-octadien-3-yl anthranilate.
Linalyl benzoate.
Linalyl butyrate.
Linalyl formate.
Linalyl hexanoate.
Linalyl isobutyrate.
Linalyl isovalerate.
Linalyl octanoate.
Linalyl propionate.
Maltol; 3-hydroxy-2-methyl-4H-pyran-4-one.
p-Mentha-1,8-dien-7-ol; perillyl alcohol.
Menthol; 2-isopropyl-5-methylcyclohexanol.
Menthone; *p*-menthan-3-one.
Menthyl acetate; *p*-menth-3-yl acetate.
Menthyl isovalerate; *p*-menth-3-yl isovalerate.
o-Methoxybenzaldehyde.
p-Methoxybenzaldehyde; anisaldehyde.
o-Methoxycinnamaldehyde.
2-Methoxy-4-methylphenol; 4-methylguaiacol; 2-methoxy-*p*-cresol.
4-(*p*-Methoxyphenyl)-2-butanone; anisyl acetone.
1-(*p*-Methoxyphenyl)-1-penten-3-one; α-methylanisylidene acetone; ethone.
1-(*p*-Methoxyphenyl)-2-propanone; anisyl methyl ketone; anisic ketone.
2-Methoxy-4-vinylphenol; *p*-vinylguaiacol.
Methyl acetate.
p-Methyl acetophenone; methyl *p*-tolyl ketone.
2-Methylallyl butyrate; 2-methyl-2-propen-1-yl butyrate.
Methyl anisate.
o-Methyl anisole; *o*-cresyl methyl ether.
p-Methyl anisole; *p*-cresyl methyl ether; *p*-methoxytoluene.
Methyl benzoate.
α-Methylbenzyl acetate; styralyl acetate.
α-Methylbenzyl alcohol; styralyl alcohol.
α Methylbenzyl butyrate; styralyl butyrate.
α-Methylbenzyl isobutyrate; styrally isobutyrate.
α-Methylbenzyl formate; styralyl formate.
α-Methylbenzyl proprionate; styralyl propionate.
Methyl *p*-*tert*-butylphenyl acetate.
2-Methyl-butyraldehyde; methylethyl acetaldehyde.
3-Methyl-butyraldehyde; isovaleraldehyde.
Methyl butyrate.
2-Methyl butyric acid.
α-Methylcinnamaldehyde.
Methyl cinnamate.
Methylcyclopentenolone; 3-methylcyclopentane-1,2-dione.
Methyl heptanoate.
2-Methylheptanoic acid.
6-Methyl-5-hepten-2-one.
Methyl hexanoate.
Methyl 2-hexenoate.
Methyl *p*-hydroxybenzoate; methylparaben.
Methyl α-ionone; 5-(2,6,6-trimethyl-2-cyclohexen-1-yl)-4-penten-3-one.
Methyl β-ionone; 5-(2,6,6-trimethyl-1-cyclohexen-1-yl)-4-penten-3-one.
Methyl δ-ionone; 5-(2,6,6-trimethyl-3-cyclohexen-1-yl)-4-penten-3-one.
Methyl isobutyrate.
2-Methyl-3-(*p*-isopropylphenyl)-propionaldehyde; α-methyl-*p*-isopropylphenyl hydrocinnamaldehyde; cyclamen aldehyde.
Methyl isovalerate.
Methyl laurate.
Methyl mercaptan; methanethiol.
Methyl *o*-methoxybenzoate.
Methyl *N*-methylanthranilate; dimethyl anthranilate.
Methyl 2-methylthiopropionate.
Methyl 4-methylvalerate.
Methyl myristate.
Methyl β-naphthyl ketone; 2'-acetonaphthone.
Methyl nonanoate.
Methyl 2-nonenoate.
Methyl 2-nonynoate; methyloctyne carbonate.
2-Methyl-octanal; methylhexyl acetaldehyde.
Methyl octanoate.
Methyl 2-octynoate; methyl heptine carbonate.
4-Methyl-2,3-pentanedione; acetyl isobutyryl.
4-Methyl-2-pentanone; methyl isobutyl ketone.
β-Methylphenethyl alcohol; hydrotropyl alcohol.
Methyl phenylacetate.
3-Methyl-4-phenyl-3-butene-2-one.
2-Methyl-4-phenyl-2-butyl acetate; dimethylphenylethyl carbinyl acetate.
3-Methyl-4-phenyl-2-butyl isobutyrate; dimethylphenyl-ethylcarbinyl isobutyrate.
3-Methyl-2-phenyl butyraldehyde; β-isopropylphenyl acetaldehyde.
Methyl 4-phenylbutyrate.
4-Methyl-1-phenyl-2-pentanone; benzyl isobutyl ketone.
Methyl 3-phenylpropionate; methyl hydrocinnamate.
Methyl propionate.
Methyl sulfide.
2-Methylthiopropionaldehyde; methional.
2-Methyl-3-tolyl propionaldehyde, mixed *o*, *p*, *m*; α,α-dimethyl hydrocinnamaldehyde.
2-Methylundecanal; methyl nonyl acetaldehyde.
Methyl 9-undecanoate.
Methyl 2-undecynoate; methyl decyne carbonate.
Methyl valerate.
2-Methylvaleric acid.
Myrcene; 7-methyl-3-methylene-1,6-octadiene.
Myristaldehyde; tetradecanal.
d-Neomenthol; 2-isobutyl-5-methyl cyclohexonol.

Nerol; *cis*-3,7-dimethyl-2,6-octadien-1-ol.
Nerolidol; 3,7,11-trimethyl-1,6,10-dodecatrien-3-ol.
Neryl acetate.
Neryl butyrate.
Neryl formate.
Neryl isobutyrate.
Neryl isovalerate.
Neryl propionate.
2,6-Nonadienol.
γ-Nonalactone; 4-hydroxy nonanoic acid γ-lactone; aldehyde C–18.
Nonenal; pelargenic aldehyde.
1,3-Nonanediol acetate, mixed esters.
Nonanoic acid; pelargonic acid.
2-Nonanone; methylheptyl ketone.
3-Nonanon-1-yl acetate; 1-hydroxy-3-nonanone acetate.
Nonanoyl 4-hydroxy-3-methoxy benzylamide; pelargonyl vanillylamide.
Nonyl acetate.
Nonyl alcohol; 1-nonanol.
Nonyl octanoate.
Nonyl isovalerate.
γ-Octalactone; 4-hydroxy-octanoic acid γ-lactone.
Octanal; capryladehyde.
Octenal dimethyl acetal.
Octanoic acid; caprylic acid.
1-Octanol; aetyl alcohol; capryl alcohol.
2-Octanol.
2-Octanone; methyl hexyl ketone.
3-octanone; ethyl anyl ketone.
3-Octanon-1-ol.
1-Octen-3-ol; amyl vinyl carbinol.
Octyl acetate.
Octyl butyrate.
Octyl formate.
Octyl heptanoate.
Octyl isobutyrate.
Octyl isovalerate.
Octyl octanoate.
Octyl phenylacetate.
Octyl propionate.
ωa-Pentadecalactone; 15-hydroxy-pentanoic acid ωa-lactone; pantadecanolide; angelica lactone.
2,3-Pentanedione; acetyl propionyl.
2-Pentanone; methyl propyl ketone.
4-Pentenoic acid.
α-Phellandrene; ρ-mentha-1,5-diene.
Phenethyl acetate.
Phenethyl alcohol; β-phenylethyl alcohol.
Phenethyl anthranilate.
Phenethyl benzoate.
Phenethyl butyrate.
Phenethyl cinnamate.
Phenethyl formate.
Phenethyl isobutyrate.
Phenethyl isovalerate.
Phenethyl phenylacetate.
Phenethyl propionate.
Phenethyl salicylate.
Phenethyl senecioate; phenethyl 3,3-dimethylacrylate.
Phenethyl tiglate.
Phenoxyacetic acid.
2-Phenoxyethyl isobutyrate.
Phenylacetaldehyde; α-toluic aldehyde.
Phenylacetaldehyde 2,3-butylene glycol acetal.
Phenylacetaldehyde dimethyl acetal.
Phenylacetaldehyde glyceryl acetal.
Phenylacetic acid; α-toluic acid.
4-Phenyl-2-butanol; phenylethyl methyl carbinol.
4-Phenyl-3-buten-2-ol; methyl styryl carbinol.
4-Phenyl-3-buten-2-one.
4-Phenyl-2-butyl acetate; phenylethyl methylcarbinol acetate.
1-Phenyl-3-methyl-3-pentanol; phenylethyl methyl ethyl carbinol.
1-Phenyl-1-propanol; phenylethyl carbinol.
3-Phenyl-1-propanol; hydrocinnamyl alcohol.
2-Phenylpropionaldehyde; hydratropaldehyde.
3-Phenylpropionaldehyde; hydrocinnamaldehyde.
2-Phenylpropionaldehyde dimethyl acetal; hydratropic aldehyde dimethyl acetal.
3-Phenylpropionic acid; hydrocinnamic acid.
3-Phenylpropyl acetate.
2-Phenylpropyl butyrate.
3-Phenylpropyl cinnamate.
3-Phenylpropyl formate.
3-Phenylpropyl hexanoate.
2-Phenylpropyl isobutyrate.
3-Phenylpropyl isobutyrate.
3-Phenylpropyl isovalerate.
3-Phenylpropyl propionate.
2-(3-Phenylpropyl)-tetrahydrofuran.
α-Pinene; 2-pinene.
β-Pinene; 2(10)-pinene.
Pine tar oil.
Piperidine.
Piperine.
d-Piperitone; *p*-menth-1-en-3-one.
Piperonyl acetate; heliotropyl acetate.
Piperonyl isobutyrate.
Polylimonene.
Polysorbate 20; polyoxyethylene (20) sorbitan monolaurate.
Polysorbate 60; polyoxyethylene (20) sorbitan monostearate.
Polysorbate 80.
Potassium acetate.
Propenylguaethol; 6-ethoxy-*m*-anol.
Propionaldehyde.
Propyl acetate.
Propyl alcohol; 1-propanol.
p-Propyl anisole; dihydroanethole.
Propyl benzoate.
Propyl butyrate.
Propyl cinnamate.
Propyl disulfide.
Propyl formate.
Propyl 3-(α-furyl)acrylate.
Propyl heptanoate.
Propyl hexanoate.
Propyl *p*-hydroxybenzoate; propylparaben.
Propyl isobutyrate.
Propyl isovalerate.
Propyl mercaptan.
α-Propylphenethyl alcohol.
Propyl phenylacetate.
Propyl propionate.
Pulegone; *p*-menth-4(8)-en-3-one.
Pyridine.
Pyroligneous acid extract.
Pyruvaldehyde.
Pyruvic acid.
Rhodinol; 3,7-dimethyl-7-octen-1-ol; 1-citronellol.
Rhodinyl acetate.
Rhodinyl butyrate.
Rhodinyl formate.
Rhodinyl isobutyrate.
Rhodinyl isovalerate.
Rhodinyl phenylacetate.
Rhodinyl propionate.
Rum ether; ethyl oxyhydrate.
Salicylaldehyde.
Santalol, α and β.
Santalyl acetate.
Santalyl phenylacetate.
Skatole.
Sucrose octaacetate.
α-Terpineol; *p*-menth-1-en-8-ol.
Terpinolene; *p*-menth-1,4(8)-diene.
Terpinyl acetate.
Terpinyl anthranilate.
Terpinyl butyrate.
Terpinyl cinnamate.
Terpinyl formate.
Terpinyl isobutyrate.
Terpinyl isovalerate.
Terpinyl propionate.
2-Tetrahydrofurfuryl acetate.
2-Tetrahydrofurfuryl alcohol.
2-Tetrahydrofurfuryl butyrate.
2-Tetrahydrofurfuryl propionate.
Tetrahydro-pseudo-ionone; 6,10-dimethyl-9-undecen-2-one.
Tetrahydrolinalool; 3,7-dimethyloctan-3-ol.
2-Thienyl mercaptan; 2-thienylthiol.
Thymol.
Tolualdehyde glyceryl acetal, mixed *o*, *m*, *p*.
Tolualdehydes, mixed *o*, *m*, *p*.
p-Tolylacetaldehyde.
o-Tolyl acetate; *o*-cresyl acetate.
p-Tolyl acetate; *p*-cresyl acetate.
4-(*p*-Tolyl)-2-butanone; *p*-methylbenzylacetone.
p-Tolyl isobutyrate.
p-Tolyl laurate.
p-Tolyl phenylacetate.
2-(*p*-Tolyl)-propionaldehyde; *p*-methylhydratropic aldehyde.
Tributyl acetylcitrate.
Tributyrin; glyceryl tributyrate.
2-Tridecenal.
2,3-Undecadione; acetyl nonyryl.
γ-Undecalactone; 4-hydroxy-undecanoic acid γ-lactone; peach aldehyde; aldehyde C–14.
Undecanal.
2-Undecanone; methyl nonyl ketone.
9-Undecenal; undecenoic aldehyde.
10-Undecenal.
10-Undecene-1-yl acetate.
Undecyl alcohol.
Valeraldehyde; pentanal.
Valeric acid; pentanoic acid.
Vanillin acetate; acetyl vanillin.
Veratraldehyde.
Zingerone; 4-(4-hydroxy-3-methoxyphenyl)-2-butanone.

Any interested person may, within 30 days from the date of publication of this notice in the FEDERAL REGISTER, file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, 330 Independence Avenue SW., Washington, D.C., 20201, written comments, preferably in quintuplicate, on the proposal. Comments may be accompanied by a memorandum or brief in support thereof.

Dated: May 20, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64–5221; Filed, May 26, 1964; 8:45 a.m.]

[21 CFR Parts 121, 146, 146a, 146b, 146c, 146e]

INFECTION IN CHICKENS

Proposed Nonmenclature Change; Deferment of Action

In the matter of nomenclature change with regard to *Mycoplasma gallisepticum* infection in chickens:

The notice of proposed rule making in the above-identified matter which was published in the FEDERAL REGISTER of January 1, 1964 (29 F.R. 15), granted a period of 30 days for the filing of comments. The period for filing comments was extended to March 1, 1964, in a notice published in the FEDERAL REGISTER February 15, 1964 (29 F.R. 2505). The Commissioner of Food and Drugs has reviewed the comments received and has concluded that final action on the proposal should be deferred pending further consideration. The nomenclature in present use will be continued until such time as a final order is issued based upon conclusions reached by the Commissioner in this matter.

(Secs. 409, 507, 59 Stat. 463 as amended, 72 Stat. 1785 as amended; 21 U.S.C. 348, 357)

Dated: May 20, 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64–5275; Filed, May 26, 1964; 8:46 a.m.]

Notices

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

UTAH

Notice of Proposed Withdrawal and Reservation of Lands

MAY 20, 1964.

The Bureau of Sport Fisheries and Wildlife has filed an application, Utah, 0140643, for the withdrawal of the lands described below, from all forms of appropriation under the public land laws including the mining, but excepting the mineral leasing laws. The applicant desires the land for use as part of the Desert Lake Waterfowl Management Area. Jurisdiction will be under the Bureau of Sport Fisheries and Wildlife, but the area will be operated, under agreement, by the Utah Fish and Game Department as a wildlife refuge, public shooting grounds and game management area.

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 11505, Salt Lake City, Utah, 84111.

The authorized officer of the Bureau of Land Management will undertake such investigations as are necessary to determine the existing and potential demand for the lands and their resources. He will also undertake negotiations with the applicant agency with the view of adjusting the application to reduce the area to the minimum essential to meet the applicant's needs, to provide for the maximum concurrent utilization of the lands for purposes other than the applicant's, to eliminate lands needed for purposes more essential than the applicant's, and to reach agreement on the concurrent management of the lands and their resources.

He will also prepare a report for consideration by the Secretary of the Interior who will determine whether or not the lands will be withdrawn as requested by the Bureau of Sport Fisheries and Wildlife.

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.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The lands involved in the application are:

SALT LAKE MERIDIAN, UTAH

T. 17 S., R. 10 E.,
Sec. 3, NW¼SW¼, SE¼;
Sec. 10, E½E½, NW¼NE¼, NE¼NW¼, NE¼SW¼, S½SW¼, SW¼SE¼;
Sec. 11, W½W½, SE¼SW¼, S½SE¼.

Containing 880 acres, more or less.

R. D. NIELSON,
State Director.

[F.R. Doc. 64, 5274; Filed, May 26, 1964; 8:46 a.m.]

DEPARTMENT OF COMMERCE

Bureau of International Commerce

[File 22-60]

JOHANNES LODEWIJKX IMPORT-EXPORT ET AL.

Notice of Related Party Determinations

In the matter of Johannes Lodewijkx, d/b/a Johannes Lodewijkx Import-Export, and also known as Hans Lodewijkx, John Louis and John Lewis, Boezemsingel 181C, Rotterdam 1, The Netherlands; Cornelis Lodewijkx, d/b/a C. Lodewijkx, Boezemsingel 181C, Rotterdam 1, The Netherlands; Truscott Est., Reberra 199, Shaan bei Buchs, Liechtenstein; File 22-60.

By order dated January 16, 1964, the Bureau of International Commerce, United States Department of Commerce, entered an order against Pierre Emile Marie Contresty, and other parties, denying all privileges of participating in any manner or capacity in exportations from the United States of commodities or technical data. This order was published in the FEDERAL REGISTER on January 21, 1964 (29 F.R. 505). Since the issuance of said order, it has come to the attention of the Bureau that said Contresty is also known as Pierre Ernest Contresty and Pierre Scott.

Section 382.1(b) of the Export Regulations provides in part that, to the extent necessary to prevent evasion of any order denying export privileges, said order may be made applicable to persons other than those named in the order with whom said named persons may then or thereafter be related by ownership, control position of responsibility, affiliation, or other connection in the conduct of trade or related services. It has been determined by the Office of Export Control that within the purview of said section the following firms and individuals are related parties to said Pierre Emile Marie Contresty:

Johannes Lodewijkx d/b/a Johannes Lodewijkx Import-Export, and also known as Hans Lodewijkx, John Louis, and John Lewis, Boezemsingel 181C, Rotterdam 1, The Netherlands.

Cornelis Lodewijkx d/b/a C. Lodewijkx, Boezemsingel 181C, Rotterdam 1, The Netherlands.

Truscott Est., Reberra 199, Shaan bei Buchs, Liechtenstein.

The said parties have been notified of this determination and have been advised that they may apply to have the ruling reconsidered. Due notice will be given of any termination or change in these related party determinations.

Dated: May 12, 1964.

RAUER H. MEYER,
Acting Director,
Office of Export Control.

[F.R. Doc. 64-5300; Filed, May 26, 1964; 8:46 a.m.]

Maritime Administration

[Report No. 32]

LIST OF FREE WORLD AND POLISH FLAG VESSELS ARRIVING IN CUBA SINCE JANUARY 1, 1963

SECTION 1. The Maritime Administration is making available to the appropriate Departments the following list of vessels which have arrived in Cuba since January 1, 1963, based on information received through May 15, 1964, exclusive of those vessels that called at Cuba on United States Government-approved noncommercial voyages and those listed in Section 2. Pursuant to established United States Government policy, the listed vessels are ineligible to carry United States Government-financed cargoes from the United States.

FLAG OF REGISTRY, NAME OF SHIP	*Gross tonnage*
Total—all flags (215 ships)	1,586,039
British (77 ships)	625,128
Amalia	7,189
Ardgem	6,981
Ardmore	4,664
Ardrowan	7,300
Ardsirod	7,025
**Arlington Court (now Southgate—British flag)	9,662
Athelcrown (Tanker)	11,149
Atheldukе (Tanker)	9,089
Athelmere (Tanker)	7,524
Athelmonarch (Tanker)	11,182
Athelsultan (Tanker)	9,149
Avisfaith	7,868
Baxtergate	8,813
Beech Hill	7,150
Canuk Trader	7,151
Cedar Hill	7,156
Chipbee	7,271
**Cosmo Trader (trip to Cuba under ex-name, Ivy Fair—British flag).	
Dairen	4,939
Denmark Hill	7,150
East Breeze	8,708
*Eastfortune	8,789
*Eirini	7,402
Elm Hill	7,125
Fir Hill	7,119

*Added to Report No. 31 appearing in the FEDERAL REGISTER issue of May 13, 1964.

**Ships appearing on the list that have been scrapped or have had changes in name and/or flag of registry.

FLAG OF REGISTRY, NAME OF SHIP—Continued

	Gross tonnage
British—Continued	
Free Enterprise	6,807
Grosvenor Mariner	7,026
Hazelmoor	7,907
Hemisphere	8,718
Ho Fung	7,121
Inchstaffa	5,255
**Ivy Fair (now Cosmo Trader—British flag)	7,201
Kinross	5,388
Kirriemoor	5,923
Linkmoor	8,236
London Endurance (Tanker)	10,081
London Glory (Tanker)	10,081
London Harmony (Tanker)	13,157
London Majesty (Tanker)	12,132
London Pride (Tanker)	10,776
London Spirit (Tanker)	10,176
London Splendour (Tanker)	16,195
London Valour (Tanker)	16,268
Maple Hill	7,139
Maratha Enterprise	7,166
Mulberry Hill	7,121
Muswell Hill	7,131
Nancy Dee	6,597
Newgate	6,743
*Newgrove	7,172
Newheath	5,891
Newhill	7,855
Newlane	7,043
Oak Hill	7,139
Oceantramp	6,185
Oceantravel	10,477
Overseas Explorer (Tanker)	16,267
Overseas Pioneer (Tanker)	16,267
Redbrook	7,388
Ruthy Ann	7,361
Sandsend	7,236
Santa Granda	7,229
Sea Coral	10,421
Shienfoon	7,127
Shun Fung	7,148
**Southgate (trip to Cuba under ex-name, Arlington Court—British flag).	8,108
Stanwear	7,130
Streatham Hill	7,140
Sudbury Hill	4,970
Suva Breeze	7,124
Sycamore Hill	7,878
Thames Breeze	
**Timios Stavros (previous trips to Cuba under Greek flag)	5,269
Vercharmian	7,265
Vergmont	7,381
West Breeze	8,718
Yungfutary	5,388
Yunglutaton	5,414
Zela M	7,237
Greek (42 ships)	325,858
Agios Therapon	5,617
Akastos	7,331
Aldebaran (Tanker)	12,897
Alice	7,189
**Ambassade (sold Hongkong ship breakers)	8,600
Americana	7,104
Anacreon	7,359
Anatoli	7,178
**Andromachi (previous trips to Cuba under ex-name, Penelope—Greek flag)	6,712
Antonia	5,171
Apollon	9,744
Armathia	7,091
Athanassios K	7,216
Barbarino	7,084
Calliopi Michalos	7,249
Capetan Petros	7,291
**Embassy (broken up)	8,418
Everest	7,031

*Added to Report No. 31 appearing in the FEDERAL REGISTER issue of May 13, 1964.

**Ships appearing on the list that have been scrapped or have had changes in name and/or flag of registry.

FLAG OF REGISTRY, NAME OF SHIP—Continued

	Gross tonnage
Greek—Continued	
Flora M	7,244
Galini	7,266
Gloria	7,128
Irena	7,232
Istros II	7,275
Kapetan Kostis	5,032
Kyra Hariklia	6,888
Maria Theresa	7,245
Marigo	7,147
Maroudio	7,369
Mastro-Stelios II	7,282
**Nicolaos F. (trip to Cuba under ex-name, Nicolaos Frangistas—Greek flag).	
**Nicolaos Frangistas (now Nicolaos F.—Greek flag)	7,199
**Pamit (now Christos—Lebanese flag)	3,929
Pantanassa	7,131
Paxoi	7,144
**Penelope (now Andromachi).	
Perseus (Tanker)	15,852
**Plate Trader (trip to Cuba under ex-name, Stylianos N. Vlassopulos—Greek flag).	
**Presvia (broken up)	10,820
Propontis	7,128
Redestos	5,911
**Seirios (sold Japanese ship breakers)	7,239
Sirius (Tanker)	16,241
**Stylianos N. Vlassopulos (now Plate Trader—Greek flag).	
**Timios Stavros (now British flag)	7,244
Tina	7,362
Western Trader	9,268
Lebanese (48 ships)	313,997
Agia Sophia	3,106
Aiolos II	7,256
Ais Giannis	6,997
Akamas	7,285
Alaska	6,989
Anthas	7,044
Antonis	6,259
Ares	4,557
Areti	7,176
Aristefs	6,995
Astir	5,324
Athamas	4,729
Carnation	4,884
**Christos (trip to Cuba under ex-name, Pamit—Greek flag).	
Claire	5,411
Cris	6,032
Dimos	7,187
Free Trader	7,067
Giorgos Tsakiroglou	7,240
Granikos	7,282
Ilena	5,925
Ioannis Aspiotis	7,297
Kalliopi D. Lemos	5,103
Leftric	7,176
Malou	7,145
Mantric	7,255
Marichristina	7,124
Marymark	4,383
Mersinidi	6,782
Mousse	6,984
Noelle	7,251
Noemi	7,070
Olga	7,199
Panagos	7,133
Parmarina	6,721
**Razani (broken up)	7,253
Rio	7,194
St. Anthony	5,349
St. Nicolas	7,165
San John	5,172
San Spyridon	7,260
Stevo	7,066
Tertric	7,045
Theologos	6,529
Toula	4,561
Vassiliki	7,192
Vastric	6,453

FLAG OF REGISTRY, NAME OF SHIP—Continued

	Gross tonnage
Lebanese—Continued	
Vergolivada	6,339
Yanxilas	10,051
Polish (13 ships)	87,426
Baltyk	6,963
Bialystok	7,173
Bytom	5,967
Chopin	6,987
Chorzow	7,237
Huta Florian	7,258
Huta Labedy	7,221
Huta Ostrowiec	7,175
Huta Zgoda	6,840
Kopalnia Miechowice	7,223
Kopalnia Siemianowice	7,165
Kopalnia Wujek	7,033
Piast	3,184
Italian (9 ships)	79,539
Achille	6,950
Airone	6,969
Andrea Costa (Tanker)	10,440
Aspromonte	7,154
*Giuseppe Giulietti (Tanker)	17,519
Montiron	1,595
Nazareno	7,173
San Nicola (Tanker)	12,461
Santa Lucia	9,278
Yugoslav (6 ships)	42,801
Bar	7,233
Cavtat	7,266
Cetinje	7,200
Dugi Otok	6,997
Promina	6,960
**Trebisnjica (wrecked)	7,145
Spanish (5 ships)	8,159
Castillo Ampudia	3,566
Escorpion	999
Sierra Andia	1,596
Sierra Madre	999
Sierra Maria	999
Norwegian (4 ships)	34,503
Lovdal (Tanker)	12,764
Ole Bratt	5,252
Polyclipper (Tanker)	11,737
**Tine (now Jezreel—Panamanian flag)	4,750
French (4 ships)	10,028
Circe	2,874
Enee	1,232
**Guinee (now Comfort, Chinese "Formosa" flag)	3,048
Nelee	2,874
Moroccan (4 ships)	32,614
Atlas	10,392
Banora	3,082
Mauritanie	10,392
Toubkal	8,748
Swedish (2 ships)	14,295
**Atlantic Friend (now Atlantic Venture—Liberian flag)	7,805
Dagmar	6,490
Finnish (1 ship):	
Valny (Tanker)	11,691
Chinese (Formosa):	
**Comfort (trip to Cuba under ex-name, Guinee—French flag).	
Liberian:	
**Atlantic Venture (trip to Cuba under ex-name, Atlantic Friend—Swedish flag).	
Panamanian:	
**Jezreel (trip to Cuba under ex-name, Tine—Norwegian flag).	

SEC. 2. In accordance with approved procedures, the vessels listed below which called at Cuba after January 1, 1963, have reacquired eligibility to carry United States Government-financed cargoes from the United States by virtue of the persons who control the vessels having given satisfactory certification and assurance

(a) That such vessels will not, thenceforth, be employed in the Cuba trade so long as it remains the policy of the United States Government to discourage such trade; and

(b) That no other vessels under their control will thenceforth be employed in the Cuba trade, except as provided in paragraph (c); and

(c) That vessels under their control which are covered by contractual obligations, including charters, entered into prior to December 16, 1963, requiring their employment in the Cuba trade shall be withdrawn from such trade at the earliest opportunity consistent with such contractual obligations.

FLAG OF REGISTRY AND NAME OF SHIP

a. Since last report: None.

b. Previous reports:

Flag of registry:	Number of ships
British	10
Danish	1
German (West)	1
Greek	16
Italian	4
Japanese	1
Norwegian	2

SEC. 3. The ships listed in sections 1 and 2 have made the following number of trips to Cuba since January 1, 1963, based on information received through May 15, 1964:

Flag of registry	Number of trips							
	1963		1964					
	Jan.-June	July-Dec.	Jan.	Feb.	Mar.	Apr.	May	Total
British	66	67	15	7	21	17	5	198
Greek	55	44	1	5	3		2	110
Lebanese	28	36	6	4	13	5	4	96
Norwegian	9	5	2	1		1		18
Italian	10	6	1		1	3		21
Yugoslav	6	6	1	1	1	1		16
Spanish	2	6		3		3		14
Danish	1							1
Finnish	1							1
French		8				1		9
German (West)	1							1
Japanese	1							1
Moroccan	2	7		2				11
Swedish	2	1						3
Subtotal	184	186	26	23	39	31	11	500
Polish	10	8	1	3	1	2		25
Grand total	194	194	27	26	40	33	11	525

NOTE: Trip totals in this section exceed ship totals in sections 1 and 2 because some of the ships made more than one trip to Cuba.

Dated: May 20, 1964.

J. W. GULICK,
Deputy Maritime Administrator.

[F.R. Doc. 64-5336; Filed, May 26, 1964; 8:48 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[Docket No. FDC-D-82]

BARIATRIC CORP.

Notice of Opportunity for Hearing

Notice is hereby given to the applicant, Bariatric Corporation, Coral Gables, Florida, that the Commissioner of Food and Drugs proposes to issue an order withdrawing approval of New Drug Application No. 11-331 and all amendments and supplements thereto held by Bariatric Corporation for the drug, "Neo-Barine Tablets" on the grounds that:

(1) New evidence of clinical experience, not contained in such application or not available until after such application was approved, evaluated together with the evidence available when the application was approved, shows that the drug is not shown to be safe for use under the conditions of use upon the basis of which the application was approved in that clinical experience shows that the use of Neo-Barine produces the same physiological effects as the administration of thyroid and that its use has been associated with undesirable thyrotoxic side effects.

(2) New Drug Application No. 11-331 contains untrue statements of material fact in that there are differences in the conditions of use prescribed, recommended or suggested by the applicant for Neo-Barine from the conditions of such use stated in the application and differences in the labeling from the specimens contained in the application, to wit, that there is no increase in calcium, phosphorous, chloride or nitrogen excretion with use of Neo-Barine; that blood protein and 17 ketosteroids remain within normal limits; that urinary ketones remain negative; that elevated blood cholesterol levels significantly decrease; that it is not an anorexigenic agent but an anti-adipopexic antagonistic to the storage of fat which mediates its action through adipose tissue; that it reduces food requirements resulting in a spontaneous reduction of food consumed without drugs to curb appetite; that weight increase does not take place after withdrawal of Neo-Barine; that energy requirements are satisfied on Neo-Barine; that side reactions will disappear spontaneously within a few days without change of dosage, though it may be necessary, in some cases, to suspend medication for a few days; that medium-acting barbiturates, such as pentobarbital, control tremors; that an occasional patient exhibits muscle weakness, especially of the legs, at the start of treatment which is controlled by 7½ grains of potassium chloride daily for a few weeks; that diuretics may be employed for patients exhibiting a tendency to fluid retention; that it is not contraindicated in hypertension; that it may result in elevated blood sugar; that it is contraindicated in the presence of pregnancy or a previous history of iodinism; that children over 13 years old tolerate it at the same levels as given to adults; that it contains 1.06 percent thyroxin; that it may be administered to patients having diabetes, colitis or hypertension; and, that it may produce a marked drop in blood pressure.

In accordance with the provisions of section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and the regulations appearing in Title 21, Code of Federal Regulations, Part 130, the Commissioner will give the applicant an opportunity for a hearing at which time the applicant may produce evidence and arguments to show why approval of New Drug Application No. 11-331 should not be withdrawn.

On or before the 30th day after receipt of this notice, the applicant is required to file with the Hearing Clerk of the Department of Health, Education, and Welfare, Office of the General Counsel, Food and Drug Division, Room 5440, North Building, Department of Health, Education, and Welfare, 3d and Independence Avenue SW., Washington, D.C., 20201, a written appearance electing whether:

1. To avail itself of the opportunity for a hearing; or

2. Not to avail itself of the opportunity for a hearing.

If the applicant elects not to avail itself of the opportunity for a hearing, the Commissioner, without further notice, will enter a final order withdrawing the approval of the New Drug Application.

Failure of the applicant to file such a written appearance of election, on or before the 30th day after receipt of this notice of opportunity for hearing, will be construed as an election by the applicant not to avail itself of the opportunity for a hearing.

The hearing contemplated by this notice will be open to the public, except that any portion of the hearing which concerns a method or process which the Commissioner finds is entitled to protection as a trade secret will not be open to the public, unless the applicant specifies otherwise in its appearance.

If the applicant elects to avail itself of the opportunity for a hearing by fil-

ing a timely written appearance of election, a hearing examiner will be named by the Commissioner and he shall issue a written notice of the time and place for the hearing. At the hearing the applicant may present such evidence and argument as are relevant and material to the above-specified grounds on which it is proposed to withdraw the approval of the application. The Food and Drug Administration of the Department of Health, Education, and Welfare will also be permitted to produce evidence and argument relevant and material to such grounds.

Done at Washington, D.C., this 21st day of May 1964.

GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F.R. Doc. 64-5297; Filed, May 26, 1964; 8:46 a.m.]

BRITISH CELLOPHANE, LTD.

Notice of Filing of Petition Regarding Food Additive Dilauryl Ketone

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(b)(5), 72 Stat. 1786; 21 U.S.C. 348(b)(5)), notice is given that a petition (FAP 1379) has been filed by British Cellophane, Ltd., Bath Road, Bridgewater, Somerset, Great Britain, proposing that § 121.2507 *Cellophane* be amended to provide for the use of dilauryl ketone as an optional component of food-packaging cellophane.

Dated: May 19, 1964.

MALCOLM R. STEPHENS,
Assistant Commissioner for Regulations.

[F.R. Doc. 64-5298; Filed, May 26, 1964; 8:46 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-170]

ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE

Notice of Issuance of Facility License Amendment

Please take notice that the Atomic Energy Commission has issued, effective as of the date of issuance, Amendment No. 5, set forth below, to Facility License No. R-84. The license authorizes Armed Forces Radiobiology Research Institute to operate its DASA-TRIGA Mark F nuclear reactor located on the National Naval Medical Center site in Bethesda, Maryland. The amendment increases to 8.2 kilograms from 4.0 kilograms the amount of contained uranium-235 allocated to Armed Forces Radiobiology Research Institute for use in connection with operation of the reactor.

The Commission has found that:

(1) The application for amendment complies with the requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations set forth in Title 10, Chapter I, CFR;

(2) Operation of the reactor in accordance with the license as amended will not present undue hazard to the health and safety of the public and will not be inimical to the common defense and security;

(3) Prior public notice of proposed issuance of this amendment is not required since the amendment does not involve significant hazard considerations different from those previously evaluated.

Within fifteen (15) days from the date of publication of this notice in the FEDERAL REGISTER, the applicant may file a request for a hearing, and any person whose interest may be affected by this proceeding may file a petition for leave to intervene. Requests for a hearing and petitions to intervene shall be filed in accordance with the Commission's regulation (10 CFR Part 2). If a request for a hearing or a petition for leave to intervene is filed within the time prescribed in this notice, the Commission will issue a notice of hearing or an appropriate order.

For further details with respect to this amendment, see (1) the licensee's application for license amendment dated April 24, 1964, and (2) a related hazards analysis prepared by the Test and Power Reactor Safety Branch of the Division of Reactor Licensing, both of which are available for public inspection at the Commission's Public Document Room, 1717 H Street NW., Washington, D.C. A copy of item (2) above may be obtained at the Commission's Public Document Room or upon request addressed to the Atomic Energy Commission, Washington, D.C., 20545, Attention: Director, Division of Reactor Licensing.

Dated at Bethesda, Md., this 19th day of May 1964.

For the Atomic Energy Commission.

SAUL LEVINE,
Chief, Test and Power Reactor Safety Branch, Division of Reactor Licensing.

[License R-84, Amdt. 5]

License No. R-84, as amended, issued to Armed Forces Radiobiology Research Institute is hereby amended in accordance with the application amendment dated April 24, 1964, in the following respects:

New paragraph 3.D. is added to License No. R-84 as follows:

D. Pursuant to § 50.60 of the regulations in Title 10, Chapter I, CFR, Part 50, the Commission has allocated to Armed Forces Radiobiology Research Institute for use in connection with the operation of the reactor 8.2 kilograms of contained uranium-235. This revised allocation supersedes that set forth in paragraph 6 of Amendment No. 1 to Construction Permit No. CPRR-61 dated May 25, 1962.

This amendment is effective as of the date of issuance.

Date of issuance: May 19, 1964.

For the Atomic Energy Commission.

SAUL LEVINE,
Chief, Test and Power Reactor Safety Branch, Division of Reactor Licensing.

[F.R. Doc. 64-5304; Filed, May 26, 1964; 8:47 a.m.]

[Docket No. 50-186]

CURATORS OF UNIVERSITY OF MISSOURI

Notice of Extension of Completion Date

Please take notice that the Atomic Energy Commission has issued an order extending to June 30, 1965, the latest completion date specified in Construction Permit No. CPRR-68 for the construction of the 10,000 kilowatt (thermal) heterogeneous, light water-cooled and -moderated pressurized tank research reactor on the University's campus at Columbia, Missouri.

Copies of the Commission's order and of the application amendment and supplemental letter thereto by The Curators of The University of Missouri, are available for public inspection at the Commission's Public Document Room, 1717 H Street NW., Washington, D.C.

Dated at Bethesda, Md., this 19th day of May 1964.

For the Atomic Energy Commission.

SAUL LEVINE,
Chief, Test and Power Reactor Safety Branch, Division of Reactor Licensing.

[F.R. Doc. 64-5305; Filed, May 26, 1964; 8:47 a.m.]

FEDERAL MARITIME COMMISSION

HANSEATISCHE REEDEREI EMIL OFFEN & CO. ET AL.

Notice of Filing of Agreement

Notice is hereby given that the following described agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916 (39 Stat. 733; 75 Stat. 763; 46 U.S.C. 814):

Agreement 8178-2 between Hanseatische Reederei Emil Offen & Co., Vaasan Laiva Oy, and Vaasa Line Oy, provides that approved Agreement 8178 between Hanseatische Reederei Emil Offen & Co., and Vaasen Laiva Oy be amended by substituting a new party, Vaasa Line Oy, in place of the party, Vaasa Laiva Oy.

Interested parties may inspect this agreement and obtain copies thereof at the Bureau of Foreign Regulation, Federal Maritime Commission, Washington, D.C., or may inspect a copy at the offices of the District Managers of the Commission in New York, N.Y., New Orleans, La., and San Francisco, Calif., and may submit to the Secretary, Federal Maritime Commission, Washington, D.C., 20573, within 20 days after publication of this notice in the FEDERAL REGISTER, written statements with reference to the agreement and their position as to approval, disapproval, or modification, together with a request for hearing, should such hearing be desired.

Dated: May 22, 1964.

By order of the Federal Maritime Commission.

THOMAS LISI,
Secretary.

[F.R. Doc. 64-5306; Filed, May 26, 1964; 8:47 a.m.]

LYKES BROS. STEAMSHIP CO., INC., AND AMERICAN PRESIDENT LINES, LTD.

Notice of Filing of Agreement

Notice is hereby given that the following described agreement has been filed with the Commission for approval pursuant to section 15 of the Shipping Act, 1916 (39 Stat. 733; 75 Stat. 763; 46 U.S.C. 814):

Agreement 9350 between Lykes Bros. Steamship Co., Inc. and American President Lines, Ltd., establishes a through billing arrangement for the movement of commercial cargo from Indonesian ports to California and United States Atlantic ports with transshipment at Manila, Hong Kong, Yokohama or Kobe, Japan, in accordance with the terms and conditions set forth in the agreement.

Interested parties may inspect this agreement and obtain copies thereof at the Bureau of Foreign Regulation, Federal Maritime Commission, Washington, D.C., or may inspect a copy at the offices of the District Managers of the Commission in New York, N.Y., New Orleans, La., and San Francisco, Calif., and may submit to the Secretary, Federal Maritime Commission, Washington, D.C., 20573, within 20 days after publication of this notice in the FEDERAL REGISTER, written statements with reference to the agreement and their position as to approval, disapproval, or modification, together with a request for hearing, should such hearing be desired.

Dated: May 22, 1964.

By order of the Federal Maritime Commission.

THOMAS LISI,
Secretary.

[F.R. Doc. 64-5307; Filed, May 26, 1964; 8:47 a.m.]

[Commission Order No. 1 (Amended), Supp. No. 3]

MANAGING DIRECTOR

Delegation of Authority

The purpose of this supplement is to provide for the addition of a new subpart to section 7, Commission Order No. 1 (amended), March 31, 1963, to set forth the following delegation of authority to the Managing Director.

SEC. 7.08 Authority to approve unprotested transhipment agreements covering transportation of cargo in the foreign commerce of the United States which are not unjustly discriminatory or unfair as between carriers, shippers, exporters, importers, or ports, or between exporters from the United States and their foreign competitors, detrimental to the commerce of the United States, contrary to the public interest, or violative of the Shipping Act, 1916, as amended; such agreements should include the:

1. Complete name of the parties entering into the arrangement and specifically setting forth the portion of the trade that each party will cover, including: ports or areas of origin and destination; cargo to be carried; and ports or ranges of ports at which cargo will be transhipped;

2. Responsibility of parties for establishing and filing the applicable through rates, rules, regulations and other tariff matters;

3. Provisions for the apportionment of the through revenue and transhipment expenses stated in percentages, or specific dollar amounts;

4. When applicable, provisions for application and apportionment of other expenses such as wharfage, special handling, lighterage, tonnage dues, surcharges, and other such charges assessed by a governmental authority;

5. When desired by the parties, provisions for indemnification between the parties for liabilities incurred from loss, damage, delay or misdelivery of goods;

6. Provision for the termination of the agreement within a stated notice period; and

7. Provisions for the submission to the Federal Maritime Commission for approval of any modification or addition to the agreement.

JOHN HARLLEE,
Rear Admiral, U.S. Navy (Retired), Chairman.

MAY 19, 1964.

Commission Order No. 201.1 is supplemented by a new subpart section 5.05, to provide for the redelegation by the Managing Director to the Director, Bureau of Foreign Regulation, the authority delegated to the Managing Director under section 7.08 of Commission Order No. 1 (amended), as stated above.

TIMOTHY J. MAY,
Managing Director.

MAY 19, 1964.

[F.R. Doc. 64-5308; Filed, May 26, 1964; 8:47 a.m.]

FEDERAL POWER COMMISSION

[Docket No. RP64-39]

MIDWESTERN GAS TRANSMISSION CO.

Notice of Proposed Change in Rates and Charges

MAY 21, 1964.

Take notice that on May 11, 1964, Midwestern Gas Transmission Company (Midwestern) tendered a proposal to reduce, effective as of March 1, 1964, the rates and charges set out in its presently effective tariff to reflect the impact of the reduction in corporate tax rate from 52 percent to 50 percent. The proposed reduction in rates set out in Rate Schedules CD-1, CDX-1, SR-1, SI-1, CD-2, CR-2, CRL-2, SR-2, and I-2, results in an annual revenue reduction of approximately $190,000.

Copies of the proposal have been served by Midwestern on its customers and on interested State Commissions. Comments may be filed with the Commission on or before June 8, 1964.

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 64-5265; Filed, May 26, 1964; 8:45 a. m.]

[Docket No. CP64-187]

NEW YORK STATE NATURAL GAS CORP.

Notice of Application

MAY 21, 1964.

Take notice that on February 24, 1964, as supplemented on March 23, 1964, New York State Natural Gas Corporation (Applicant) filed in Docket No. CP64-187 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the construction and operation of natural gas pipelines, compressor facilities, and delivery points to meet the increased requirements of existing customers beginning with the 1964-65 winter, all as more fully set forth in the application, as supplemented, which is on file with the Commission and open to public inspection.

To increase the capacity downstream from the Borger Compressor Station, Tompkins County, New York, Applicant proposes to construct and operate one 1100 hp compressor unit at the Borger Compressor Station and 14 miles of 30-inch pipeline loop extending Line No. 550 northeast from the Borger Compressor Station. Applicant states that the proposed facilities will increase the capacity north from the Borger Compressor Station to the Syracuse area by 38,700 Mcf per day, and northeast from the Borger Compressor Station to the Schenectady-Albany area by 39,500 Mcf per day. Applicant states that the additional capacity is required to meet increased requirements of this service area commencing with the 1964-65 winter.

To make deliveries at new points to an existing customer, Niagara Mohawk Power Corporation, Applicant proposes to construct and operate 7.4 miles of 12-inch lateral pipeline extending north from Applicant's 20-inch mainline to the vicinity of Cazenovia, Madison County, New York, a measuring and regulating station at the terminus of said lateral, and a tap and metering facilities on Applicant's 16-inch mainline near Rotterdam, Schenectady County, New York. Applicant states that these two new delivery points will make gas available to Niagara Mohawk Power Corporation for distribution in growth areas which cannot be served adequately from existing delivery points.

To provide increased capacity between the Leidy Storage Field and the Sabinsville Compressor Station, Applicant proposes to construct and operate 14.05 miles of 26-inch pipeline extending from Sabinsville Station, Tioga County, Pennsylvania, south to a connection with Line No. 280. Applicant states that these facilities are needed for the storage injection season beginning April 1965 and will

increase the capacity between the Leidy Storage Field and the Sabinsville Compressor Station by 59,000 Mcf per day. Applicant states further that the present pipeline capacity north of Leidy in Line No. 280 is approximately 176,000 Mcf per day and that based upon estimates for the next three years, approximately 95 percent of this capacity will be required to meet normal customer requirements (including storage service) and to replace the storage inventories following normal winters. In the event of a colder than normal winter season, as experienced during the 1962–63 winter, it would not be possible to replace the depleted storage volumes within the following input season due to existing Line No. 280 limitations.

The proposed facilities are estimated to cost approximately $3,840,432, to be financed from funds on hand and funds to be obtained from Applicant's parent corporation, Consolidated Natural Gas Corporation.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that preliminary staff analysis has indicated that there are no problems which would warrant a recommendation that the Commission designate this application for formal hearing before an examiner and 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 may be held without further notice before the Commission on this application provided no protest or petition to intervene is filed within the time required herein. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C., 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before June 15, 1964.

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 64–5266; Filed, May 26, 1964; 8:45 a.m.]

[Docket Nos. G–13422, etc.[1]]

SUNRAY DX OIL CO.

Order Accepting Offer of Settlement, Requiring Filing of Notices of Change and Contractual Amendments, Terminating Proceedings, and Requiring Refunds

MAY 20, 1964.

On March 6, 1964, Sunray DX Oil Company (Sunray) submitted an offer of settlement, pursuant to Section 1.18 (e) of the Commission's rules of practice and procedure, in these proceedings. Subsequently, the Philadelphia Gas Works Division of the United Gas Improvement Company (PGW), an intervener in certain of these proceedings, filed its opposition to the offer of settlement. On March 10, 1964, Sunray amended its offer, and on April 9, 1964, PGW withdrew its opposition to the offer. The offer, as amended, relates to thirteen sales of natural gas to Texas Eastern Transmission Corporation (TETCO) in Texas Railroad Commission Districts Nos. 1 and 2, and in North Louisiana.

Under the terms of the amended offer, Sunray proposes to delete the favored nation and price redetermination provisions from the subject rate schedules, and to amend the periodic escalation provisions therein so as to provide for no increase in rate under the FPC Gas Rate Schedules for the sales made by it in Texas until February 5, 1968.[2] It will delete all escalation provisions from its rate schedules for the sales made in Louisiana. Sunray will refund the difference between the revenues charged and collected and those which would have been received under the proposed settlement rates, with applicable interest in Docket No. RI64–172.

In support of its offer, Sunray cites the deletion of the favored nation provisions from its gas sales contracts, amendment of its periodic price escalation clauses, refunds, moratorium periods, and other provisions not specifically noted herein, as being in the public interest in that they are reasonable and will provide price stability for a long period of time for natural gas moving in interstate commerce.

Since the proposed settlement rates are acceptable under the provisions of the Commission's Statement of General Policy No. 61–1, issued December 20, 1960, 24 F.P.C. 1107, as amended, the public interest will best be served by accepting Sunray's proposed amended offer of settlement, as conditioned herein. Our action herein shall not be construed, nor may it be, as constituting approval of any future rate increase, if any, that may be filed under the subject rate schedules, and is without prejudice to any findings or order of the Commission in any future proceedings, including area rate proceedings, or other similar proceedings, involving each of Sunray's rates and rate schedules.

The Commission finds: The proposed settlement of the proceedings herein, on the basis described herein, as more fully set forth in the offer of settlement filed with the Commission by Sunray on March 6, 1964, as amended on March 10, 1964, and herein conditioned, is in the public interest and appropriate to carry out the provisions of the Natural Gas Act, and should be approved and made effective as hereinafter ordered.

The Commission orders:

(A) The offer of settlement filed with the Commission by Sunray on March 6, 1964, as amended on March 10, 1964, is hereby approved in accordance with the provisions of this order.

(B) Sunray shall file, within 45 days from the date of issuance of this order, notices of change in its FPC Gas Rate Schedules set forth in the appendix hereto, reflecting the settlement rates shown therein and executed contractual amendments to its FPC Gas Rate Schedule Nos. 122, 126 and 127, which Sunray shall execute with its purchaser in conformity with Sunray's offer of settlement, as amended, in all respects, in accordance with Part 154 of the Commission's regulations under the Natural Gas Act; the contract amendments filed by Sunray to its Rate Schedule Nos. 8, 10, 27, 29, 31, 32, 33, 121, 125 and 168 are hereby accepted and made effective as of the date of issuance of this order.

(C) Sunray shall refund in Docket No. RI64–172 to TETCO to the date of the issuance of this order the difference between the rates collected subject to refund under each of the rate schedules herein and the related settlement rates and shall report to the Commission in writing, within 45 days from the date of issuance of this order, the amount of such refund, showing separately the amount of principal and interest, and the bases used for such determination.

(D) Upon notification by the Secretary of the Commission that Sunray has complied with the terms and conditions of this order, the settlement rates set forth in the appendix hereto shall be effective as of the date of issuance of this order, and the proceedings in Docket Nos. G–13422, G–15419, G–15420, G–16649, G–19776, RI61–104, RI62–30 and RI62–55 shall be deemed terminated insofar as such proceedings pertain to sales made by Sunray under the rate schedules involved therein, and the proceedings in Docket Nos. RI63–91 and RI64–172 shall be terminated insofar as they pertain to sales made under Sunray's Rate Schedule Nos. 122, 126, and 127.

(E) Upon notification by the Secretary of the Commission in accordance with Paragraph (D) above, Docket Nos. G–15419 and G–15420 shall be severed from the consolidated area rate proceeding in Docket No. AR64–2 without further order of the Commission.

(F) The acceptance by the Commission of Sunray's amended offer of settlement is without prejudice to any findings or determinations that may be made in any proceedings now pending, or hereafter instituted by or against Sunray, including area rate or other similar proceedings.

By the Commission.

[SEAL] GORDON M. GRANT,
Acting Secretary.

[1] The additional dockets involved herein are set forth in the Appendix hereto.

[2] Sunray has filed executed contract amendments effectuating this part of its proposal.

APPENDIX

Rate schedule and supplement No.	Docket No.	Effective date	Approved rate [1]	Suspended rate [1]	Settlement rate [1]
TEXAS SALES (AT 14.65 PSIA)					
8-11	G-15419	7-14-58	10.92096	13.8733	14.1
10-11	G-15420	7-14-58	10.92096	13.8733	14.1
27-14	G-15419	7-14-58	10.92096	13.8773	14.1
29-11	G-15419	7-14-58	10.92096	13.8733	14.1
31-12	G-15420	7-14-58	10.92096	13.8733	14.1
32-11	G-15420	7-14-58	10.92096	13.8733	14.1
33-18	G-15420	7-14-58	[2] 10.92096	[2] 13.8733	[2] 14.1
125-5	None	2- 5-63	12.1344	None	14.1
121-8	None	2- 5-64	12.3386	None	14.1
168-7	None	2- 5-64	12.2	None	14.1
NORTH LOUISIANA SALES (AT 15.025 PSIA)					
[3] 122-4	G-13422	4- 1-58	14.6405	14.8456	16.7756
122-7	G-16649	4- 1-59	----------	15.9257	----------
122-10	G-19776	4- 1-60	----------	16.0058	----------
122-11	RI61-104	4- 1-61	----------	16.2110	----------
122-12	RI62-30	4- 1-62	----------	16.4161	----------
122-13	RI63-91	4- 1-63	----------	16-6212	----------
122-14	RI64-172	4- 1-64	----------	16-8263	----------
[4] 126-2	G-13422	4- 1-58	14.6405	14.8456	16.7756
126-4	G-16649	4- 1-59	----------	15.9257	----------
126-7	G-19776	4- 1-60	----------	16.0058	----------
126-8	RI61-104	4- 1-61	----------	16.2110	----------
126-9	RI62-55	4- 1-62	----------	16-4161	----------
126-10	RI63-91	4- 1-63	----------	16.6212	----------
126-11	RI64-172	4- 1-64	----------	16.8263	----------
[5] 127-3	G-13422	4- 1-58	14.6405	14.8456	16.7756
127-5	G-16649	4- 1-59	----------	15.9257	----------
127-8	G-19776	4- 1-60	----------	16.0058	----------
127-9	RI61-104	4- 1-61	----------	16.2110	----------
127-10	RI62-55	4- 1-62	----------	16.4161	----------
127-11	RI63-91	4- 1-63	----------	16.6212	----------
127-12	RI64-172	4- 1-64	----------	16.8263	----------

[1] Inclusive of applicable tax reimbursement.
[2] A portion of the gas delivered hereunder is subject to a 0.5 cent charge paid by buyer to seller for additional services.
[3] Basic contract dated Aug. 22, 1955, with a 20-year primary term.
[4] Basic contract dated Aug. 15, 1955, with a 20-year primary term.
[5] Basic contract dated Apr. 12, 1956, with a 20-year primary term.

[F.R. Doc. 64-5267; Filed, May 26, 1964; 8:45 a.m.]

[Docket No. CP64-218 (Phase I)]

TENNESSEE GAS TRANSMISSION CO.

Notice of Application

MAY 21, 1964.

Take notice that on March 30, 1964, as supplemented on May 1, 1964, Tennessee Gas Transmission Company (Applicant), Tennessee Building, Houston, Texas, filed in Docket No. CP64-218 (Phase I) an application pursuant to section 7 of the Natural Gas Act for authorization to abandon in place a 90.5 miles of 24-inch line, known as its Kentucky No. 1 Line, and for a certificate of public convenience and necessity authorizing the construction and operation of certain facilities, all as more fully set forth in the application, as supplemented (Phase I), on file with the Commission and open to public inspection.

Applicant states that it desires to abandon the Kentucky No. 1 Line because said line was constructed in 1944 and since that time Applicant has experienced difficulty due to excess corrosion of the pipe.

Applicant states further that to obtain the same design day capacity as currently exists with the Kentucky No. 1 Line, it requests authorization to construct and operate the following facilities:

(a) Approximately 50.76 miles of 30-inch pipeline between Compressor Station 110, near Morehead, Kentucky, and Compressor Station 114, near Catlettsburg, Kentucky,[1] and

(b) Approximately 23 miles of 36-inch pipeline loop around Compressor Station 110.

Additionally, Applicant proposes to construct and operate an additional river crossing of the Mississippi River in East Carroll Parish, Louisiana, and an additional river crossing of the Cumberland River in Cheatham County, Tennessee. Applicant states that these two river crossings are necessary to provide greater assurances of continuity of service to its customers.

The application indicates that the estimated cost of the proposed facilities in Phase I is approximately $13,225,700, which costs will be financed by the use of revolving credit.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that preliminary staff analysis has indicated that there are no problems which would warrant a recommendation that the Commission designate this application (Phase I) for formal hearing before an examiner and 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 may be held without further notice before the Commission on this application (Phase I) provided no protest or petition to intervene is filed within the time required herein. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C., 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before June 12, 1964.

GORDON M. GRANT,
Acting Secretary.

[1] These facilities will be in lieu of 50.76 miles of 26-inch line authorized in Docket No. G-11107, but not yet constructed.

[F.R. Doc. 64-5268; Filed, May 26, 1964; 8:45 a.m.]

FOREIGN-TRADE ZONES BOARD

[Order No. 62]

FOREIGN-TRADE SUB-ZONE 3-A, SAN FRANCISCO, CALIFORNIA

Application To Alter Size

Pursuant to the authority granted in the Foreign-Trade Zones Act of June 18, 1934, as amended (48 Stat. 998-1003; 19 U.S.C. 81a-81u), the Foreign-Trade Zones Board has adopted the following order which is promulgated for the information and guidance of all concerned:

Whereas, the San Francisco Port Authority, as Grantee of Foreign-Trade Sub-Zone 3-A at San Francisco, filed an application dated March 10, 1964 for permission to withdraw from the original zone boundary all except 611.4 square feet of the area of the first floor of the building at 355 Treat Avenue, San Francisco and thus reducing the overall floorspace area of the subzone from approximately 22,760 square feet to 19,362 square feet, as shown on revised Exhibit No. 10, dated March 10, 1964.

Now, therefore, the Foreign-Trade Zones Board, after consideration of the request from the San Francisco Port Authority, Grantee, for permission to reduce the size of Foreign-Trade Sub-Zone 3-A, approves the request. Accordingly, the boundaries of Foreign-Trade Sub-Zone 3-A are hereby reestablished in conformity with revised Exhibit No. 10, dated March 10, 1964.

It is found that compliance with the notice, public rule making procedure, and effective date requirements of the Administrative Procedure Act (5 U.S.C. 1003) is unnecessary in connection with the issuance of this Order. Its application is restricted to one Foreign-Trade Sub-Zone and is of a nature that it imposes no burden on the parties of interest. The effective date of this Order is, therefore, upon publication in the FEDERAL REGISTER.

Signed at Washington, D.C., this 22d day of May 1964.

Foreign-Trade Zones Board.

[SEAL] LUTHER H. HODGES,
Secretary of Commerce, Chairman and Executive Officer, Foreign-Trade Zones Board.

Attest:

RICHARD H. LAKE,
Executive Secretary, Foreign-Trade Zones Board.

[F.R. Doc. 64-5301; Filed, May 26, 1964; 8:46 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 1-3421]

CONTINENTAL VENDING MACHINE CORP.

Order Summarily Suspending Trading

MAY 21, 1964.

The common stock, 10 cents par value, of Continental Vending Machine Corp., being listed and registered on the American Stock Exchange and having unlisted trading privileges on the Philadelphia-Baltimore-Washington Stock Exchange, and the 6 percent convertible subordinated debentures due September 1, 1976 being listed and registered on the American Stock Exchange; and

The Commission being of the opinion that the public interest requires the summary suspension of trading in such securities on such Exchanges and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the opinion further that such suspension is necessary in order to prevent fraudulent, deceptive or manipulative acts or practices, with the result that it will be unlawful under section 15(c)(2) of the Securities Exchange Act of 1934 and the Commission's Rule 15c2-2 thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of any such security, otherwise than on a national securities exchange;

It is ordered, Pursuant to section 19(a)(4) of the Securities Exchange Act of 1934, that trading in such securities on the American Stock Exchange and the Philadelphia-Baltimore-Washington Stock Exchange be summarily suspended in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for the period May 22, 1964, through May 31, 1964, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 64-5262; Filed, May 26, 1964; 8:45 a.m.]

[File No. 812-1677]

NORSIG CO.

Notice of Filing of Application for Order Exempting Company From All Provisions of the Act

MAY 21, 1964.

Notice is hereby given that Norsig Company ("Norsig"), a Delaware corporation, has filed an application pursuant to section 6(c) of the Investment Company Act of 1940 ("Act") for an order exempting Norsig as an investment company from all provisions of the Act. All interested persons are referred to the application as filed with the Commission for a complete statement of the representations therein, which are summarized below.

Signal Oil and Gas Company ("Signal"), a Delaware corporation, wholly owns Producers, Inc. ("Producers"), which, in turn, owns 50 percent of Norsig; and Anglo Norness Shipping Company ("Anglo"), a Bermuda corporation, wholly owns Norland Shipping Company, Inc. ("Norland"), which, in turn, owns the other 50 percent of Norsig. The capital stock of both Signal and Anglo is publicly held.

Signess Shipping Company, Inc. ("Shipping Co."), a Liberia corporation, which is owned 42½ percent by Signal, 42½ percent by Anglo, and 15 percent by Norsig, proposes to construct in Japan two oil tank vessels at a cost of up to $6,000,000 each and to purchase two vessels of Liberia registry at a cost of up to $3,500,000 each. The two vessels under construction are under 20 year bareboat charter by Shipping Co. to Signor Shipping Company, Inc. ("Signor"), a Liberia corporation owned 40 percent by Signal and 50 percent by Anglo and under 20 year time charter by Signor to Signal. The other two vessels are under 20 year bareboat charters from Shipping Co. to Signor and under time charters to two major oil companies for periods ending in 1964 and 1968, respectively. Anglo, through its affiliate, Naess Shipping Company, Inc., expects to manage the operations of the vessels.

To finance the construction or acquisition of the vessels, Norsig proposes to borrow up to $19,000,000 from two New York insurance companies and one New York City national bank acting for itself ("Purchasers"), by issuing and selling up to $7,155,000 face-amount of 5 percent Secured Notes to each insurance company and up to $4,690,000 face-amount of 4½ percent Secured Notes to the bank. Shipping Co. will issue to Norsig an equal aggregate principal amount of Secured Demand Promissory Notes, bearing an interest rate and a letter designation which correspond to the interest rate and letter designation of the Norsig Notes, the proceeds of which are to be received from the Purchasers, lent to Shipping Co. and evidenced by such Shipping Co. Notes. The Shipping Co. Notes will be endorsed and delivered by Norsig to the Trustee for the Norsig Notes, to be held as part of the Collateral under the Trust Agreement. Additional collateral to be held by the Trustee as security for the Norsig Notes includes an assignment of the bareboat charters by Shipping Co. to Signor, the guarantees by Signal and Anglo of the obligations of Shipping Co. under the bareboat charters, and mortgages on the four vessels. The financing documents require Signal and Anglo to own, directly or indirectly, one-half each, of all the capital stock of Norsig.

Signal is primarily engaged directly or through wholly-owned subsidiaries in the business of the exploration for and production, refining and marketing of petroleum products and related businesses. Anglo, one of the largest owners and operators of tankers and bulk carriers, is solely engaged in the business of transporting by ships oil, ore and other products.

Norsig submits that it is not necessary or appropriate in the public interest or consistent with the protection of investors to subject Norsig to the regulation of the Act because (1) Norsig will be merely a debt financing vehicle for one aspect of the business activities of Signal and Anglo, (2) its only intended assets will be the Notes and 15 percent of the Stock of Shipping Co. which it does not intend to sell or trade, plus a nominal amount of obligations of the United States of America, (3) it will not own or trade in the securities of any other company, and (4) it will not issue any of its own securities to the public and it does not intend that any of its own securities will be outstanding in the hands of the public.

Norsig has agreed that if the Commission issues an order pursuant to section 6(c) of the Act, granting the exemption herein applied for, Norsig will file with the Commission, within 120 days after the close of each fiscal year of Norsig, (i) the material required by Items 7 (except as to persons under common control with Norsig), 8, 9 and 10 of Form N-30A-1 adopted by the Commission pursuant to section 30(a) of the Act, and (ii) a balance sheet, income and surplus statement and a schedule of investments as at the end of each fiscal year.

Section 6(c) of the Act authorizes the Commission by order upon application to exempt, conditionally or unconditionally, any transaction from any provision of the Act or of any rule or regulation thereunder, if and to the extent that the Commission finds that such exemption is necessary or appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act.

Notice is further given that any interested person, may not later than June 9, 1964, at 5:30 p.m., submit to the Commission in writing a request for a hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request and the issues of fact or law proposed to be controverted, or he may request that he be notified if the Commission shall order a hearing thereon. Any such communication

should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C., 20549. A copy of such request shall be served personally or by mail (air mail if the person being served is located more than 500 miles from the point of mailing) upon applicant at the address stated above. Proof of such service (by affidavit or in case of an attorney-at-law by certificate) shall be filed contemporaneously with the request. At any time after said date, as provided by Rule 0–5 of the rules and regulations promulgated under the Act, an order disposing of the application herein may be issued by the Commission upon the basis of the showing contained in said application, unless an order for hearing upon said application shall be issued upon request or upon the Commission's own motion.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 64–5263; Filed, May 26, 1964; 8:45 a.m.]

[File No. 1–4722]

TASTEE FREEZ INDUSTRIES, INC.

Order Summarily Suspending Trading

MAY 21, 1964.

The common stock, 67 cents par value, of Tastee Freez Industries, Inc., being listed and registered on the American Stock Exchange; and

The Commission being of the opinion that the public interest requires the summary suspension of trading in such security on such Exchange and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the opinion further that such suspension is necessary in order to prevent fraudulent, deceptive or manipulative acts or practices, with the result that it will be unlawful under section 15(c)(2) of the Securities Exchange Act of 1934 and the Commission's Rule 15c2–2 thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of any such security, otherwise than on a national securities exchange;

It is ordered, Pursuant to section 19(a)(4) of the Securities Exchange Act of 1934, that trading in such security on the American Stock Exchange be summarily suspended in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for the period May 22, 1964, through May 31, 1964, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 64–5264; Filed, May 26, 1964; 8:45 a.m.]

TARIFF COMMISSION

[TEA–I–7]

WATCHES, WATCH MOVEMENTS, AND PARTS OF WATCH MOVEMENTS

Notice of Investigation and Hearing

Investigation instituted. Upon petition of the Bulova Watch Company, Elgin National Watch Company, and Hamilton Watch Company, received April 30, 1964, the United States Tariff Commission, on the 19th day of May 1964, instituted an investigation under section 301(b)(1) of the Trade Expansion Act of 1962 to determine whether watches, watch movements, and parts of watch movements provided for in items 715.05, 716.08–.36, 717.—, 718.—, 719.—, 720.65, 720.70, 720.75, 720.90, and 721.05 of the Tariff Schedules of the United States are, as a result in major part of concessions granted thereon under trade agreements, being imported into the United States in such increased quantities as to cause, or threaten to cause, serious injury to the domestic industry or industries producing like or directly competitive products.

Public hearing ordered. A public hearing in connection with this investigation will be held beginning at 10 a.m. e.d.s.t. on July 28, 1964, in the Hearing Room, Tariff Commission Building, 8th and E Streets NW., Washington, D.C. Appearances at the hearing should be entered in accordance with § 201.13 of the Tariff Commission's rules of practice and procedure.

Inspection of petition. The petition filed in this investigation is available for inspection by persons concerned at the office of the Secretary, United States Tariff Commission, 8th and E Streets NW., Washington, D.C., and at the New York City office of the Tariff Commission located in Room 437 of the Customhouse.

Issued: May 21, 1964.

By order of the Commission.

DONN N. BENT, *Secretary.*

[F.R. Doc. 64–5269; Filed, May 26, 1964; 8:45 a.m.]

VETERANS ADMINISTRATION

STATEMENT OF ORGANIZATION

Field Stations and Areas of Jurisdiction

The Veterans Administration statement of organization (27 F.R. 4972 and 28 F.R. 5700) is amended to read as follows:

Section 4 is revised to read as follows:

SEC. 4. *Addresses of Veterans Administration installations and jurisdictional areas of insurance centers—(a) Addresses of Veterans Administration installations.* This is a guide to the location of Veterans Administration field stations in each State (also Canal Zone, Philippines, and Commonwealth of Puerto Rico) where information may be obtained by personal contact or correspondence concerning benefits to veterans and their dependents and beneficiaries. The parent regional offices, and centers having regional office activities, are listed with the VA Offices (formerly subregional and contact offices) indented thereunder.

Type of activity and location	*Address*
ALABAMA	
Regional Office, Montgomery 36104	Aronov Bldg., 474 South Court St.
Hospital, Birmingham 35233	700 South 19th St.
Hospital, Montgomery 36109	Perry Hill Rd.
Hospital, Tuscaloosa 35404	Veterans Administration Hospital.
Hospital, Tuskegee 36084	Do.
ALASKA	
Regional Office, Juneau 99801	P.O. Box 2629.
VA Office, Anchorage 99501	P.O. Box 1399, Federal Bldg.
ARIZONA	
Regional Office, Phoenix 85025	230 North First Ave., Federal Bldg.
Hospital, Phoenix 85012	Seventh St. and Indian School Rd.
Hospital, Tucson 85713	Veterans Administration Hospital.
Center (Hospital and Domiciliary), Whipple 86301.	Veterans Administration Center.
ARKANSAS	
Regional Office, Little Rock 72201	700 West Capitol Ave., Federal Office Bldg.
Hospital, Fayetteville 72701	Veterans Administration Hospital.
Hospital, Little Rock 72206	300 East Roosevelt Rd.
Little Rock Hospital Division	Mail: Little Rock.
North Little Rock Hospital Division	Do.
CALIFORNIA	
Regional Office, Los Angeles 90073	1380 South Sepulveda Blvd.
VA Office, San Diego 92101	2131 Third Ave.
Regional Office, San Francisco 94103	49 Fourth St.
Outpatient Clinic, Los Angeles 90015	1031 South Broadway.
Hospital, Fresno 93703	2615 Clinton Ave.
Hospital, Livermore 94551	Veterans Administration Hospital.
Hospital, Long Beach 90804	5901 Seventh St.
Center (Hospital and Domiciliary), Los Angeles 90073.	Sawtelle and Wilshire Blvds.
Hospital, Martinez 94553	150 Muir Rd.
Hospital, Palo Alto 94304	Veterans Administration Hospital.
Hospital, San Fernando 91342	13000 Sayre St.
Hospital, San Francisco 94121	42d Ave. and Clement St.
Hospital, Sepulveda 91343	Veterans Administration Hospital.

Type of activity and location	*Address*
CANAL ZONE	
Veterans Administration Office, Balboa	Balboa Clubhouse. Mail: P.O. Box 3672.
COLORADO	
Regional Office, Denver 80225	Denver Federal Center.
Hospital, Denver 80220	1055 Clermont St.
Hospital, Fort Lyon 81038	Veterans Administration Hospital.
Hospital, Grand Junction 81502	Do.
CONNECTICUT	
Regional Office, Hartford 06103	450 Main St.
Hospital, Newington 06111	555 Willard Ave.
Hospital, West Haven 06516	West Spring St.
DELAWARE	
Regional Office, Wilmington 19899	P.O. Box 1266, 1601 Kirkwood Highway.
VA Hospital, Wilmington 19805	Veterans Administration Hospital.
DISTRICT OF COLUMBIA	
Hospital, Washington 20007	2650 Wisconsin Ave. NW.
Veterans Benefits Office, Washington 20421	1717 Massachusetts Ave. NW.
Outpatient Clinic, Washington 20007	Munitions Bldg.
FLORIDA	
Regional Office, St. Petersburg 33731	P.O. Box 1437.
VA Office, Jacksonville 32201	Jacksonville Post Office and Courthouse Bldg., 311 West Monroe St. Mail: P.O. Box 505.
VA Office, Miami 33130	51 SE. First Ave., Room 100.
Center (Hospital and Domiciliary), Bay Pines 33504.	Veterans Administration Center.
Hospital, Coral Gables 33134	Veterans Administration Hospital.
Hospital, Lake City 32055	Do.
GEORGIA	
Regional Office, Atlanta 30308	441–449 West Peachtree St. NE.
Hospital, Atlanta 30319	4158 Peachtree Road NE.
Hospital, Augusta 30904	Veterans Administration Hospital.
Center (Hospital and Domiciliary), Dublin 31021.	Veterans Administration Center.
Domiciliary, Thomasville 31792	Veterans Administration Domiciliary.
HAWAII	
Regional Office, Honolulu 96801	P.O. Box 3198.
IDAHO	
Center (Regional Office and Hospital), Boise 83701.	Fifth and Fort Sts.
ILLINOIS	
Regional Office, Chicago 60612	2030 West Taylor St.
Hospital, Chicago 60611	333 East Huron St. (Research).
Hospital, Chicago 60612	820 South Damen Ave. (West Side).
Hospital, Danville 61832	Veterans Administration Hospital.
Hospital, Downey 60065	Do.
Hospital, Dwight 60420	Do.
Hospital, Hines 60141	Veterans Administration Hospital (Edward Hines, Jr., Hospital).
Hospital, Marion 62959	Veterans Administration Hospital.
INDIANA	
Regional Office, Indianapolis 46209	36 South Pennsylvania St.
Hospital, Fort Wayne 46805	1600 Randalia Dr.
Hospital, Indianapolis 46207	Veterans Administration Hospital.
Tenth Street Hospital Division	Mail: 1481 West Tenth St.
Cold Spring Road Hospital Division	Do.
Hospital, Marion 46955	Veterans Administration Hospital.
IOWA	
Center (Regional Office and Hospital), Des Moines 50308.	Veterans Administration Center.
Domiciliary, Clinton 52734	Veterans Administration Domiciliary.
Hospital, Iowa City 52241	Veterans Administration Hospital.
Hospital, Knoxville 50138	Do.
KANSAS	
Center (Regional Office and Hospital), Wichita 67218.	5500 East Kellogg.
Hospital, Topeka 66622	2200 Gage Blvd.
Center, (Hospital and Domiciliary), Wadsworth 66089.	Veterans Administration Center.
KENTUCKY	
Regional Office, Louisville 40201	1405 West Broadway.
Hospital, Fort Thomas	(See Veterans Administration Hospital, Cincinnati Ohio.)
Hospital, Lexington 40507	Veterans Administration Hospital.
Hospital, Louisville 40202	Mellwood and Zorn Ave.
LOUISIANA	
Regional Office, New Orleans 70113	701 Loyola Ave.
Center (Regional Office and Hospital), Shreveport 71101.	510 East Stoner Ave.
Hospital, Alexandria 71301	Veterans Administration Hospital.
Hospital, New Orleans 70140	1601 Perdido St.
MAINE	
Center (Regional Office and Hospital), Togus 04333.	Veterans Administration Center.
VA Office, Portland 04111	171 Middle St.
MARYLAND	
Regional Office, Baltimore 21202	St. Paul and Fayette Sts.
Hospital, Baltimore 21218	3900 Loch Raven Blvd.
Hospital, Fort Howard 21052	Veterans Administration Hospital.
Hospital, Perry Point 21902	Do.
MASSACHUSETTS	
Regional Office, Boston 02108	1 Beacon St.
VA Office, Springfield 01103	1200 Main St.
Outpatient Clinic, Boston 02108	17 Court St.
Hospital, Bedford 01730	200 Springs Rd.
Hospital, Boston 02130	150 South Huntington Ave.
Hospital, Brockton 02401	Veterans Administration Hospital.
Hospital, Northampton 01062	Do.
Hospital, Rutland Heights 01544	Do.
Hospital, West Roxbury 02132	1400 Veterans of Foreign Wars Parkway.
MICHIGAN	
Regional Office, Detroit 48231	210 Gratiot Ave. at Library.
Hospital, Ann Arbor 48105	2215 Fuller Rd.
Hospital, Battle Creek 49016	Veterans Administration Hospital.
Hospital, Dearborn 48121	Do.
Hospital, Iron Mountain 49801	Do.
Hospital, Saginaw 48605	1500 Weiss St.
MINNESOTA	
Center (Regional Office and Insurance), St. Paul 55111.	Fort Snelling. Remittances: P.O. Box 1820.
Hospital, Minneapolis 55417	54th St. and 48th Ave. South.
Hospital, St. Cloud 56302	Veterans Administration Hospital.

Type of activity and location	Address
MISSISSIPPI	
Center (Regional Office and Hospital), Jackson 39216.	1500 East Woodrow Wilson Dr.
Center (Hospital and Domiciliary), Biloxi 39531.	Veterans Administration Center.
Biloxi Hospital and Domiciliary Div.	Mail: Biloxi.
Gulfport Hospital Division	Do.
MISSOURI	
Regional Office, Kansas City 64109	911 East Linwood Blvd.
Regional Office, St. Louis 63103	Room 4705, Federal Bldg. 1520 Market St.
Hospital Jefferson Barracks, St. Louis, 63125	Veterans Administration Hospital.
Hospital, Kansas City 64128	4801 Linwood Blvd.
Hospital, Poplar Bluff 63901	Veterans Administration Hospital.
Hospital, St. Louis 63106	915 North Grand Blvd. (John J. Cochran Veterans Hospital).
MONTANA	
Center (Regional Office and Hospital), Fort Harrison 59636.	Veterans Administration Center.
Hospital, Miles City 59301	Veterans Administration Hospital.
NEBRASKA	
Regional Office, Lincoln 68508	220 South 17th St.
Hospital, Grand Island 68801	Veterans Administration Hospital.
Hospital, Lincoln 68501	600 70th St.
Hospital, Omaha 68105	4101 Woolworth Ave.
NEVADA	
Center (Regional Office and Hospital), Reno 89504.	Veterans Administration Center.
NEW HAMPSHIRE	
Regional Office, Manchester 03103	497 Silver St.
Hospital, Manchester 03104	718 Smyth Rd.
NEW JERSEY	
Regional Office, Newark 07102	20 Washington Pl.
Hospital, East Orange 07019	Veterans Administration Hospital.
Hospital, Lyons 07939	Do.
NEW MEXICO	
Regional Office, Albuquerque 87101	517 Gold Ave. SW.
Hospital, Albuquerque 87101	2100 Ridgecrest Dr. SE.
Hospital, Fort Bayard 88036	Veterans Administration Hospital.
NEW YORK	
Regional Office, Albany 12201	12–16 Russell Rd.
Regional Office, Brooklyn 11201	250 Livingston St.
Regional Office, Buffalo 14203	1021 Main St.
VA Office, Rochester 14614	39 State St.
Regional Office, New York 10001	252 Seventh Ave.
Regional Office, Syracuse 13202	Chimes Bldg., 500 South Salina St.
Outpatient Clinic, Brooklyn 11205	35 Ryerson St.
Hospital, Albany 12208	Veterans Administration Hospital.
Hospital, Batavia 14021	Do.
Center (Hospital and Domiciliary), Bath 14810.	Veterans Administration Center.
Hospital, Bronx 10468	130 West Kingsbridge Rd.
Hospital, Brooklyn 11209	800 Poly Pl.
Hospital, Buffalo 14215	3495 Bailey Ave.
Hospital, Canandaigua 14424	Veterans Administration Hospital.
Hospital, Castle Point 12511	Do.

Type of activity and location	Address
NEW YORK—Continued	
Hospital, Montrose 10548	Veterans Administration Hospital (Franklin Delano Roosevelt Hospital).
Hospital, New York 10010	First Ave. at East 24th St.
Hospital, Northport, Long Island 11768	Veterans Administration Hospital.
Hospital, Sunmount 12986	Do. Mail: Veterans Administration Sunmount Hospital, Tupper Lake, N.Y.
Hospital, Syracuse 13210	Irving Ave. and University Pl.
NORTH CAROLINA	
Regional Office, Winston-Salem 27102	310 West Fourth St.
Hospital, Durham 27705	Fulton St. and Erwin Rd.
Hospital, Fayetteville 28301	Veterans Administration Hospital.
Hospital, Oteen 28805	Do.
Hospital, Salisbury 28144	Do.
NORTH DAKOTA	
Center (Regional Office and Hospital), Fargo 58102.	Veterans Administration Center.
OHIO	
Regional Office, Cincinnati 45202	222 East Central Pkwy.
VA Office, Columbus 43222	48 Starling St.
Regional Office, Cleveland 44114	Cuyahoga Bldg.
Hospital, Brecksville 44141	Veterans Administration Hospital.
Broadview Heights Hospital Division	Mail: 10000 Brecksville Rd., Brecksville, Ohio.
Brecksville Hospital Division	Do.
Hospital, Chillicothe 45601	Veterans Administration Hospital.
Hospital, Cincinnati 45220	Do.
Cincinnati Hospital Division	Mail: 3200 Vine St., Cincinnati, Ohio.
Fort Thomas (Ky.) Hospital Division	Do.
Hospital, Cleveland 44130	7300 York Rd.
Center (Hospital and Domiciliary), Dayton 45428.	Veterans Administration Center.
OKLAHOMA	
Regional Office, Muskogee 74401	Second and Court Sts.
VA Office, Oklahoma City 73102	Federal Bldg., 200 NW. Fourth St.
Hospital, Muskogee 74401	Memorial Station, Honor Heights Dr.
Hospital, Oklahoma City 73104	921 NE. 13th St.
OREGON	
Regional Office, Portland 97204	208 SW. Fifth St.
Domiciliary, White City 97542	Veterans Administration Domiciliary.
Hospital, Portland 97207	Sam Jackson Park.
Hospital, Roseburg 97470	Veterans Administration Hospital.
PENNSYLVANIA	
Insurance Center, Philadelphia 19101	5000 Wissahickon Ave. Mail: P.O. Box 8079. Remittances: P.O. Box 7787.
Regional Office, Philadelphia 19102	128 North Broad St.
Regional Office, Pittsburgh 15222	107 Sixth St.
Regional Office, Wilkes-Barre 18701	19–27 North Main St.
Hospital, Altoona 16603	Veterans Administration Hospital.
Hospital, Butler 16001	Do.
Hospital, Coatesville 19320	Do.
Hospital, Erie 16504	135 East 38th St. Blvd.
Hospital, Lebanon 17042	Veterans Administration Hospital.
Hospital, Philadelphia 19104	University and Woodland Aves.
Hospital, Pittsburgh 15206	Leech Farm Rd.
Hospital, Pittsburgh 15240	Veterans Administration Hospital.
Aspinwall Hospital Division	Mail: University Dr., Pittsburgh.
Pittsburgh Hospital Division	Do.
Hospital, Wilkes-Barre 18703	East End Blvd.

PHILIPPINES

Type of activity and location	*Address*
Regional Office, Manila 96528	APO 928, San Francisco, Calif.

PUERTO RICO
(INCLUDING THE VIRGIN ISLANDS)

Center (Regional Office and Hospital), San Juan 00901.	520 Ponce de Leon Ave.

RHODE ISLAND

Regional Office, Providence 02903	Federal Bldg., Exchange Pl.
Hospital, Providence 02908	Davis Park.

SOUTH CAROLINA

Regional Office, Columbia 29201	1801 Assembly St.
Hospital, Columbia 29201	Veterans Administration Hospital.

SOUTH DAKOTA

Center (Regional Office and Hospital), Sioux Falls 57101.	Veterans Administration Center (Royal C. Johnson Veterans Memorial Hospital).
Hospital, Fort Meade 57741	Veterans Administration Hospital.
Center (Hospital and Domiciliary), Hot Springs 57747.	Veterans Administration Center.

TENNESSEE

Regional Office, Nashville 37203	U.S. Courthouse, 801 Broadway.
Hospital, Memphis 38115	Park Ave. and Getwell St.
Hospital, Murfreesboro 37130	Veterans Administration Hospital.
Center (Hospital and Domiciliary), Mountain Home 37684.	Veterans Administration Center.
Hospital, Nashville 37203	1310 24th Ave., So.

TEXAS

Regional Office, Houston 77201	515 Rusk Ave.
Regional Office, Lubbock 79401	1612–20 Nineteenth St.
Regional Office, San Antonio 78204	307 Dwyer Ave.
Regional Office, Waco 76703	121 South Sixth St.
VA Office, Dallas 75201	2208 Main St.
Hospital, Amarillo 79106	Veterans Administration Hospital.
Hospital, Big Spring 79721	Do.
Center (Hospital and Domiciliary), Bonham 75418.	Veterans Administration Center.
Hospital, Dallas 75216	4500 South Lancaster Rd.
Hospital, Houston 77031	2002 Holcombe Blvd.
Hospital, Kerrville 78028	Veterans Administration Hospital.
Hospital, Marlin 76661	Do.
Hospital, McKinney 75069	Do.
Center (Hospital and Domiciliary), Temple 76501.	Veterans Administration Center.
Hospital, Waco 76703	Memorial Drive.

UTAH

Regional Office, Salt Lake City 84111	1255 South State St.
Hospital, Salt Lake City 84113	Veterans Administration Hospital.

VERMONT

Center (Regional Office and Hospital), White River Junction 05001.	Veterans Administration Center.

VIRGINIA

Regional Office, Roanoke 24011	211 West Campbell Ave.
Center (Hospital and Domiciliary), Kecoughtan 23367.	Veterans Administration Center.
Hospital, Richmond 23225	1201 Broad Rock Rd.
Hospital, Salem 24153	Veterans Administration Hospital.

WASHINGTON

Regional Office, Seattle 98121	Sixth and Lenora Bldg.
Hospital, American Lake 98493	Veterans Administration Hospital.
Hospital, Seattle 98108	4435 Beacon Ave. South.
Hospital, Spokane 98208	North 4815 Assembly St.
Hospital, Vancouver 98663	Veterans Administration Hospital.
Hospital, Walla Walla 99362	Do.

WEST VIRGINIA

Regional Office, Huntington 25701	502 Eighth St.
Hospital, Beckley 25801	200 Veterans Ave.
Hospital, Clarksburg 26302	Veterans Administration Hospital.
Hospital, Huntington 25701	1540 Spring Valley Drive.
Center (Hospital and Domiciliary), Martinsburg 25401.	Veterans Administration Center.

WISCONSIN

Regional Office, Milwaukee 53202	342 North Water St.
Hospital, Madison 53705	2500 Overlook Terrace.
Hospital, Tomah 54660	Veterans Administration Hospital.
Center (Hospital and Domiciliary), Wood 53193.	Veterans Administration Center.

WYOMING

Center (Regional Office and Hospital), Cheyenne 82001.	2360 East Pershing Blvd.
Hospital, Sheridan 82801	Veterans Administration Hospital.

(b) Jurisdictional areas of insurance centers:

LOCATION AND AREA

PHILADELPHIA, PA., CENTER

Alabama.	New York.
Connecticut.	North Carolina.
Delaware.	Ohio.
District of Columbia.	Pennsylvania.
Florida.	Puerto Rico (including Virgin Islands).
Georgia.	
Kentucky.	
Maine.	Rhode Island.
Maryland.	South Carolina.
Massachusetts.	Tennessee.
Michigan.	Vermont.
New Hampshire.	Virginia.
New Jersey.	West Virginia.

ST. PAUL, MINN., CENTER

Alaska.	Missouri.
Arizona.	Montana.
Arkansas.	Nebraska.
California.	Nevada.
Colorado.	New Mexico.
Hawaii.	North Dakota.
Idaho.	Oklahoma.
Illinois.	Oregon.
Indiana.	South Dakota.
Iowa.	Texas.
Kansas.	Utah.
Louisiana.	Washington.
Minnesota.	Wisconsin.
Mississippi.	Wyoming.

NOTE: Records of National Service Life Insurance paid by allotment, deduction from benefit payments and payroll, and records of persons residing in the Republic of the Philippines, and all records of United States Government Life Insurance are located in the Philadelphia Center.

[SEAL] W. J. DRIVER,
Deputy Administrator.

[F.R. Doc. 64–5283; Filed, May 26, 1964; 8:47 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 8]

APPLICATIONS FOR MOTOR CARRIER "GRANDFATHER" CERTIFICATE OF REGISTRATION

MAY 22, 1964.

The following applications are filed under section 206(a)(7) of the Interstate Commerce Act, as amended October 15, 1962. These applications are governed by Special Rule 1.244, of the Commission's rules of practice published in the FEDERAL REGISTER, issue of December 8, 1962, page 12188, which provides, among other things, that protests to the granting of an application may be filed with the Commission within 30 days after the date of notice of filing of the application is published in the FEDERAL REGISTER. Failure seasonably to file a protest will be construed as a waiver of opposition and participation in the proceeding. Protests shall set forth specifically the grounds upon which they are made and contain a concise statement of the interest of the protestant in the proceedings. Protests containing general allegations may be rejected. A protest filed under these special rules shall be served upon applicant's representative (or applicant, if no practitioner representing him is named). The original and six copies of

the protests shall be filed with the Commission.

The special rules do not provide for publication of the operating authority, but the applications are available at the Commission's office in Washington, D.C., and the field offices.

Applications not included in this publication will be published at a later date.

OKLAHOMA

No. MC 85997 (Sub-No. 1) (REPUBLICATION), filed January 21, 1963, published in FEDERAL REGISTER issued June 12, 1963, and republished this issued. Applicant: D. E. NAY, doing business as EDMOND MOTOR FREIGHT LINES, Box 63, Edmond, Okla. and JOHN W. CARTMILL, doing business as EDMOND MOTOR FREIGHT, 309 Brentwood, Edmond, Okla., joint applicants.

NOTE: The purpose of this republication is to show John W. Cartmill, doing business as Edmond Motor Freight, as joint applicant.

By the Commission.

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

[F.R. Doc. 64-5286; Filed, May 26, 1964; 8:46 a.m.]

[Notice No. 306]

MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

MAY 22, 1964.

The following letter-notices of proposals to operate over deviation routes for operating convenience only 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 2998 (Deviation No. 3), WOLVERINE EXPRESS, INCORPORATED, 701 Erie Avenue, Muskegon, Mich., filed May 14, 1964. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over deviation routes as follows: (A) from Lansing, Mich., over Interstate Highway 96 to Muskegon, Mich., (B) from Grand Rapids, Mich., over U.S. Highway 131 to Kalamazoo, Mich., (C) from Kalamazoo, Mich. over Interstate Highway 94 to Jackson, Mich., (D) from Grand Rapids, Mich., over Interstate Highway 196 to junction Interstate Highway 94, near Benton Harbor, Mich., thence over Interstate Highway 94 to New Buffalo, Mich., (E) from Lansing, Mich., over U.S. Highway 127 to Jackson, Mich., and (F) from Niles, Mich., over U.S. Highway 12 to Somerset, Mich., and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities over pertinent service routes as follows: From Lansing over U.S. Highway 16 to Muskegon; from Grand Rapids over unnumbered highway (formerly U.S. Highway 131) to Kalamazoo; from Kalamazoo over unnumebered highway (formerly U.S. Highway 12) to Jackson; from Grand Rapids over Michigan Highway 21 to Holland, Mich., thence over U.S. Highway 31 to Benton Harbor, thence over U.S. Highway 12 to New Buffalo; from Lansing over unnumbered highway (formerly U.S. Highway 127) to Jackson, and from Niles over unnumbered highway (formerly U.S. Highway 112) to Somerset, and return over the same routes.

No. MC 2998 (Deviation No. 4), WOLVERINE EXPRESS, INCORPORATED, 701 Erie Avenue, Muskegon, Mich., filed May 14, 1964. 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 Interstate Highway 96 to junction U.S. Highway 23 near Brighton, Mich., thence over U.S. Highway 23 to Toledo, Ohio, and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: from Lansing over U.S. Highway 127 to Somerset, Mich., thence over U.S. Highway 223 to Toledo, and return over the same route.

No. MC 29130 (Deviation No. 7), THE ROCK ISLAND MOTOR TRANSIT COMPANY, 2744 Southeast Market Street, Post Office Box 1355, Des Moines 5, Iowa, filed May 14, 1964. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities* with certain exceptions, over a deviation route as follows: From Lincoln, Nebr., over Interstate Highway 80 to junction Interstate Highway 55, thence over Interstate Highway 55 to junction Highway 66, thence over U.S. Highway 66 to Chicago, Ill., and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities over pertinent service routes as follows: From Omaha, Nebr., over U.S. Highway 6 to Lincoln and thence over U.S. Highway 77 to Beatrice, Nebr.; from Chicago over U.S. Highway 34 to junction Illinois Highway 92, thence over Illinois Highway 92 to junction Illinois Highway 2, and thence over Illinois Highway 2 to Silvis, Ill.; from Silvis over Illinois Highway 92 to junction U.S. Highway 6, thence over U.S. Highway 6 to Omaha, and return over the same routes.

No. MC 61628 (Deviation No. 1), TAMIAMI FREIGHTWAYS, INC., 4305 21st Avenue, Tampa, Fla., filed May 11, 1964. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route as follows: Between Atlanta, Ga., and Tampa, Fla., over Interstate Highway 75, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: From Atlanta over Georgia Highway 42 to Forsythe, Ga., thence over U.S. Highway 41 to Macon, Ga., thence over U.S. Highway 129 to Cochran, Ga., thence over Georgia Highway 87 to Eastman, Ga., thence over U.S. Highway 341 to Hazlehurst, Ga., thence over Georgia Highway 15 to junction U.S. Highway 1 thence over U.S. Highway 1 to Jacksonville, Fla., thence over Florida Highway 228 to Maxville, Fla., thence over U.S. Highway 301 to Ocala, Fla., thence over Florida Highway 200 to Hernando, Fla., thence over U.S. Highway 41 to Tampa, and return over the same route.

No. MC 75320 (Deviation No. 21), CAMPBELL SIXTY SIX EXPRESS, INC., Post Office Box 807, Springfield, Mo., filed May 14, 1964. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route as follows: From Springfield, Mo., over U.S. Highway 60 to junction U.S. Highway 63 thence over U.S. Highway 63 to junction Missouri Highway 142, thence over Missouri Highway 142 to junction U.S. Highway 160 thence over U.S. Highway 160 to junction U.S. Highway 67, thence over U.S. Highway 67 to Junction U.S. Highway 60, thence over U.S. Highway 60 to junction Missouri Highway 25, thence over Missouri Highways 25 and 74 to Cape Girardeau, Mo., and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: Between Springfield and Chicago, Ill., over U.S. Highway 66 via St. Louis, Mo., and between Memphis, Tenn., and St. Louis, over U.S. Highway 61.

No. MC 124211 (Deviation No. 1), HILT TRUCK LINE, INC., Post Office Box 824, 1813 Yolande, Lincoln, Nebr., filed May 8, 1964. Applicant's attorney: Richard A. Peterson, Box 2028, Lincoln, Nebr., 68501. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *certain commodities*, as specified in its certificate, over deviation routes as follows: between Omaha and Lincoln, Nebr. and Chicago, Ill., over completed portions of Interstate Highways 80 and 55 traversing connecting highways between the completed portions of said Interstate Highways, for operating convenience only. The notice indicates that the carrier is presently authorized to transport the same commodities over pertinent service routes as follows: From Omaha over U.S. Highway 6 to junction Illinois Highway 92, thence over Illinois Highway 92 to junction U.S. Highway 34, and thence over U.S. Highway 34 to Chicago; from Chicago over U.S. Highway 66 to junction U.S. Highway 24, thence over U.S Highway 24 to junction Illinois Highway 9, thence over Illinois Highway 9 to Goodhope, Ill, thence over U.S. Highway 67 to junction U.S. Highway 34, and thence over U.S Highway 34 to Lincoln; from Chicago

over U.S. Highway 6 to Lincoln; and from Lincoln over U.S. Highway 6 to Moline, Ill., thence over Illinois Highway 92 to La Moille, Ill., and thence over U.S. Highway 34 to Chicago, and return over the same routes.

MOTOR CARRIERS OF PASSENGERS

No. MC 1515 (Deviation No. 175), GREYHOUND LINES, INC. (Southern Greyhound Lines Division), 219 East Short Street, Lexington, Ky., filed May 11, 1964. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage*, over a deviation route as follows: from Lebanon, Tenn., over U.S. Highway 70N to junction Tennessee Highway 53, thence over Tennessee Highway 53 to junction Interstate Highway 40, thence over Interstate Highway 40 to junction U.S. Highway 70N (approximately 4 miles west of Monterey), thence over U.S. Highway 70N to Crossville, Tenn., and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers over a pertinent service route as follows: From Nashville over U.S. Highway 41 to Murfreesboro, Tenn., thence over U.S. Highway 70S to Crossville, and return over the same route.

No. MC 1940 (Deviation No. 14), TRAILWAYS OF NEW ENGLAND, INC., 1200 I Street NW., Washington 5, D.C. Carrier's attorney: Charles B. McGinnis, 1012 14th Street NW., Washington, D.C., 20005, filed May 8, 1964. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage*, over a deviation route as follows: Between Danvers, Mass., and Portsmouth, N.H., over Interstate Highway 95, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers over pertinent service routes as follows: From Boston, Mass., over U.S. Highway 1 (portion formerly Massachusetts Highway 17) to Newburyport, Mass.; from Newburyport over U.S. Highway 1 to Salisbury, Mass.; and, from Salisbury over U.S. Highway 1 (portion formerly Massachusetts Highway 17) via Kittery and York Corner, Maine, to Cape Neddick, Maine (also from York Corner over Alternate U.S. Highway 1 to Cape Neddick), and thence over U.S. Highway 1 to Portland, Maine, and return over the same routes.

No. MC 2890 (Deviation No. 39), AMERICAN BUSLINES, INC., 1805 Leavenworth St., Omaha, Nebr., filed May 12, 1964. Carrier proposes to operate as a *common carrier*, of *passengers and their baggage*, over a deviation route as follows: From Davenport, Iowa, over Interstate Highway 80 in a westerly direction to the end of its completion at a point northwest of Iowa City, thence over U.S. Highway 6 to junction Iowa Highway 146 at Grinnell, Iowa, thence over Iowa Highway 146 in a southerly direction to junction Interstate Highway 80, thence over Interstate Highway 80 to Des Moines, Iowa, and also over the following access routes: From junction Interstate Highway 80 and U.S. Highway 65 over U.S. Highway 65 to Des Moines, and from junction Interstate Highway 80 and U.S. Highway 69 over U.S. Highway 69 to Des Moines, and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers over a pertinent service route as follows: From Davenport over U.S. Highway 61 via Muscatine, Iowa to junction Iowa Highway 92, thence over Iowa Highway 92 to Knoxville, Iowa, thence over Iowa Highway 60 via Hartford, Iowa, to Des Moines, and return over the same route.

By the Commission.

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

[F.R. Doc. 64-5287; Filed, May 26, 1964; 8:46 a.m.]

[Notice 642]

MOTOR CARRIER, BROKER, WATER CARRIER AND FREIGHT FORWARDER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

MAY 22, 1964.

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 prehearing conferences will be called at 9:30 a.m., United States standard time (or 9:30 a.m., local daylight saving time, if that time is observed), unless otherwise specified.

APPLICATIONS ASSIGNED FOR ORAL HEARING

No. MC 45338 (Sub-No. 5) (REPUBLICATION), filed February 1, 1963, published in FEDERAL REGISTER issue of March 6, 1963, and republished this issue. Applicant: CHESTER SAYRE, 4901 McAnulty Road, Pittsburgh 36, Pa. Applicant's attorney: Jerome Solomon, 1325-27 Grant Building, Pittsburgh, Pa. By application filed February 1, 1963, as amended, applicant seeks a certificate of public convenience and necessity authorizing operation, in interstate or foreign commerce, as a common carrier, by motor vehicle, over irregular routes, of livestock (other than ordinary), and, in the same vehicle with such livestock, stable supplies, and equipment used in the care and exhibition of such livestock, mascots, and personal effects of their trailers, attendants, and exhibitors, (1) between points in Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and the District of Columbia, on the one hand, and, on the other, points in New Hampshire and Texas, and (2) between points in New Hampshire and Texas. Part (1) of the application was amended at the hearing to include Virginia. The Report of the Commission, Operating Rights Review Board Number 1, dated April 29, 1964, served May 7, 1964, finds that the present and future public convenience and necessity require operation by applicant, in interstate or foreign commerce, as a common carrier, by motor vehicle, over irregular routes, of livestock (other than ordinary) and, in the same vehicle with such livestock, stable supplies, and equipment used in the care and exhibition of such livestock, mascots, and personal effects of their trainers, attendants, and exhibitors, (1) from points in Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and the District of Columbia to points in Texas, and (2) between points in New York, Maryland, Massachusetts, Delaware, Maine, and New Jersey, on the one hand, and, on the other, points in New Hampshire; that applicant is fit, willing, and able properly to perform such service and to conform to the requirements of the Interstate Commerce Act and the Commission's rules and regulations thereunder; that an appropriate certificate should be granted after the lapse of 30 days from the republication in the FEDERAL REGISTER of a statement of the authority requested herein, provided that no petitions for further hearing are received during that period.

No. MC 70272 (Sub-No. 20) (AS AMENDED), filed March 3, 1959. Applicant: KING VAN LINES, INC., 6800 East Kellogg, Wichita, Kans. Applicant's attorney: W. T. Brunson, Leonhardt Building, Oklahoma City 2, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, between points in Alaska.

HEARING: July 28, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 84719 (Sub-No. 4), filed March 1, 1959. Applicant: BEKINS MOVING & STORAGE CO., a corporation, Post Office Box 1428, Seattle, Wash. Applicant's attorney: Warren N. Grossman, 740 Roosevelt Building, 727 West Seventh Street, Los Angeles 17, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, and *empty containers or other such incidental facilities* (not specified), between points in Alaska. Applicant is authorized to conduct operations in Idaho and Washington.

HEARING: July 27, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 118482 (Sub-No. 1), filed March 9, 1959. Applicant: SMYTH OVERSEAS VAN LINES, INC., 1024

East Pike Street, Seattle, Wash. Applicant's attorney: Alan F. Wohlstetter, 1518 K Street NW., Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, between points in Alaska.

NOTE: Common control may be involved.

HEARING: July 27, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 118506 (Sub-No. 1), filed May 4, 1959. Applicant: ALASKA ORIENT VAN SERVICE, INC., 1217 East Pike Street, Seattle 22, Wash. Applicant's attorney: Warren N. Grossman, 740 Roosevelt Building, 727 West 7th Street, Los Angeles 17, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods* as defined by the Commission, and *empty containers or other such incidental facilities* used in transporting household goods, between points in Alaska.

HEARING: July 27, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives is right to participate, before Examiner Henry A. Cockrum.

No. MC 118513 (Sub-No. 1), filed March 4, 1959. Applicant: JAMES F. DIERINGER, doing business as DIERINGER TRUCKING SERVICE, Post Office Box 183, Valdez, Alaska. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, livestock, and household goods as defined by the Commission), between points in Alaska.

HEARING: July 31, 1964 in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 118534 (Sub-No. 1), filed March 3, 1959. Applicant: E. F. WESTPHAL, doing business as TOK DISTRIBUTING SERVICE, Tok, Alaska. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk and those requiring special equipment), between points in Alaska.

HEARING: July 31, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 119724, filed May 2, 1960. Applicant: RICHARD H. JENSEN, doing business as BRISTOL BAY CONTRACTORS, King Salmon, Alaska. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, including building materials, foodstuffs, bulk and package petroleum products, and excepting classes A and B explosives, between points in Alaska south of a line beginning at the mouth of the Kvichak River at or near the village of Kvichak, Alaska, and extending easterly along the Kvichak River to its source at Igiugig, Alaska, thence east along the south shore of Lake Iliamna to Pike Bay, Alaska, thence southeast over an unnamed road to Portage Bay on Cook Inlet. The area is commonly described as the Alaska Peninsula.

HEARING: July 31, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 119724 (Sub-No. 1) (REPUBLICATION), filed December 9, 1960, published in FEDERAL REGISTER March 8, 1961 and July 19, 1961 and republished this issue. Applicant: RICHARD H. JENSEN, doing business as BRISTOL BAY CONTRACTORS, General Delivery, King Salmon, Alaska. Authority sought to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *General commodities*, except classes A and B explosives, between points in and on the Alaska Peninsula, described as follows: Southwest of a line starting at the mouth of the Kuichak River to its source at Igiugig, Alaska; thence east along the south shore of Lake Iliamna to Pile Bay, Alaska; thence southeast over an unnamed road to Portage Bay on the Cook Inlet, the northern limit of the territory, the southerly limit being False Pass, serving also all points on the above described boundary lines.

HEARING: July 31, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 123048 (Sub-No. 27) (REPUBLICATION), filed August 28, 1963, published FEDERAL REGISTER, issue of October 2, 1963, and republished this issue. Applicant: DIAMOND TRANSPORTATION SYSTEM, INC., 1919 Hamilton Avenue, Racine, Wis. Applicant's attorney: Glenn W. Stephens, 121 West Doty Street, Madison 3, Wis. By application filed August 28, 1963, applicant sought authority to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Agricultural machinery, tractors, and tractor attachments* (except commodities requiring the use of special equipment and handling), (1) from Racine, Wis., Burlington, and Bettendorf, Iowa, and Rockford, Ill., to points in Florida, North Carolina, and South Carolina, (2) from Racine, Wis., Burlington, and Bettendorf, Iowa, to points in Alabama, and Georgia, (3) from Racine, Wis., and Bettendorf, Iowa, to points in Kentucky, and Mississippi, and (4) from Bettendorf, Iowa, to points in Tennessee. A Decision and Order, by Division 1, dated May 11, 1964, served May 18, 1964, sets forth that a Certificate be issued authorizing operation by applicant as a common carrier by motor vehicle, in interstate or foreign commerce, over irregular routes, of (1) tractors and tractor attachments (except commodities requiring the use of special equipment and handling), from Racine, Wis., and Burlington, Iowa, to points in Alabama, North Carolina, and South Carolina; (2) farm tractors, from Racine, Wis., to points in Florida and Georgia; (3) tractors and tractor attachments (except commodities requiring the use of special equipment and handling) from Racine, Wis., to points in Kentucky and Mississippi; and (4) agricultural machinery, from Rockford, Ill., to points in North Carolina. Restriction: All of the above authority is restricted to traffic moving from the plant sites of the J. I. Case Company at or near Racine, Wis., Rockford, Ill., and Burlington, Iowa. The Decision and Order further sets forth that prior to the issuance of this Certificate, a proper notice of the scope of the authority granted herein will be published in the FEDERAL REGISTER in order to allow a 30-day period during which any interested party who may be affected by the broadened scope of such grant, with respect to the notice of the application as previously published, may file an appropriate pleading.

No. MC 123284, filed December 12, 1960, published FEDERAL REGISTER issue March 8, 1961 and July 19, 1961 respectively, and republished this issue. Applicant: JOHN P. SNOW AND EUGENE L. SNOW, doing business as SNOW TRANSPORTATION COMPANY, Bethel, Alaska. Authority sought to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *Stove oil, building materials, furniture*, and *groceries (case)*, serving Bethel, Alaska, and points within nine (9) miles thereof, in conjunction with lighterage operations.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 123326 (REPUBLICATION), filed December 27, 1960, published issue March 8, 1961, republished as corrected as to name of applicant July 19, 1961, and republished this issue. Applicant: TOIVO J. ROSANDER AND MIRIAM E. ROSANDER, a Partnership, doing business as ROSANDER & REED, Ophir, Alaska. Authority sought to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *Bulk petroleum products, petroleum products* in barrels, *mining machinery, general cargo and food stuffs*, in seasonal operations between June 1 through October 30, inclusive, of each year, from Sterling Landing on the Kuskokwim River to Air Force Site F 10 at Tatalina, Alaska, Takotna, Alaska, Ophir, Alaska, and various mines in the Ophir area.

NOTE: The purpose of this republication is to assign the application for hearing.

HEARING: August 5, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 123338 (REPUBLICATION), filed December 30, 1960, published in FEDERAL REGISTER March 8, 1961 and July 19, 1961 and republished this issue. Applicant: PAUL E. AND MELVIN J. MONSEN, doing business as MONSEN TRANSFER, Post Office Box 113, Naknek, Alaska. Authority sought to continue to operate as a *common or contract carrier*, by motor vehicle, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *Fuels, general freight* and *"for hire" freight hauling*, between Naknek, Alaska, and environs, and King Salmon, Alaska, and environs.

NOTE: Applicant states Naknek Beach is seasonal and involves freight and salmon cargoes.

HEARING: August 7, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 123355 (REPUBLICATION), filed December 30, 1960, published FEDERAL REGISTER issue March 8, 1961, republished July 19, 1961 and republished this issue. Applicant: ROY H. SMITH, doing business as FLYING BUYING AND TRANSPORTATION SERVICE, Box 74, Dillingham 7, Alaska. Authority sought to continue to operate as a *common or contract carrier*, by motor vehicle, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *Raw fish, processed fish* and *freight*, between points in Alaska as follows: Bristol Bay Area, Nelson Lagoon, Lake Clark, Koliganek, Quinhagak, and enclosed area. Applicant also claims "grandfather" rights as a water carrier, see W–1162, and a freight forwarder, see FF–262.

HEARING: July 30, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 124389 (Sub-No. 3) (REPUBLICATION), filed February 24, 1964, published in FEDERAL REGISTER, issue of March 11, 1964, and republished this issue. Applicant: TROVAL R. MONCRIEF, 1701 East First Avenue, Anchorage, Alaska. Applicant's attorney: Julian C. Rice, Suite A—Nerland Building, Post Office Box 516, Fairbanks, Alaska, 99701. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products, meat byproducts*, and *articles distributed by meat packinghouses* as defined by the Commission, *butter, eggs, cheese, fish* or *shellfish* and *groceries*, for the account of Western Supply, Inc., from ports of entry on the international boundary line between the United States and Canada located in Alaska to points in Alaska, restricted to traffic originating in Canada, and *exempt commodities*, on return.

NOTE: The purpose of this republication is to reflect the name of the attorney for the applicant and to show the hearing date.

HEARING: August 4, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 419, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 124485 (Sub-No. 2), filed October 17, 1963. Applicant: ALASKA BARGE AND TRANSPORT, INC., 525 Third Avenue, Anchorage, Alaska. Applicant's attorney: Alan F. Wohlstetter, One Farragut Square South, Washington, D.C., 20006. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, in seasonal operations between April 1 and November 30 inclusive of each year, transporting: *General commodities*, from the dockside at Naknek, Alaska, to the DEW site beyond King Salmon, Alaska, and *retrograde cargo*, on return.

NOTE: Applicant states the proposed operation will be performed for the account of the United States Department of Defense and will involve traffic having a prior or subsequent movement by water, originating at out-of-state points. Common control may also be involved.

HEARING: July 29, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 125056 (Sub-No. 3), filed July 26, 1963. Applicant: PUGET SOUND TUG & BARGE COMPANY, a corporation, 3414 Iowa Avenue, Seattle 6, Wash. Applicant's attorney: John Cunningham, Tower Building, 1401 K Street NW., Washington 5, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes in seasonal operations between April 1 and November 30 inclusive of each year, transporting: *General commodities*, from the dockside at Naknek, Alaska, to the DEW site beyond King Salmon, Alaska, and *retrograde cargo*, on return.

NOTE: Applicant states the proposed operation will be performed for the account of the United States Department of Defense and will involve traffic having a prior or subsequent movement by water, originating at out-of-state points. Common control may also be involved.

HEARING: July 29, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 125275 (Sub-No. 1), filed November 7, 1963. Applicant: CLIFFORD B. STEADMAN, doing business as INTERIOR FREIGHT LINES, 3401 Richmond Avenue, Anchorage, Alaska. Applicant's attorney: D. A. Burr, 204 Turnagain Arms, Anchorage, Alaska. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except livestock, articles of unusual value, articles requiring the use of special equipment, and household goods as defined by the Commission), between Anchorage, and Delta Junction, Alaska, (1) from points located on Alaska Highway at Anchorage and extending over Alaska Highway 1 to Glennallen Junction thence over Alaska Highway 1 to Gulkana Junction, thence over Alaska Highway 4 to Junction with Alaska Highway 2 to the Ranana River at its crossing of Alaska Highway 2 north of Big Delta, (2) over Alaska Highway 1 between Gulkana Junction to intersection with Alaska Highway 2 located at Tok Junction, (3) from Glennallen Junction over Alaska Highway 4 to Valdez, (4) from Delta Junction over Alaska Highway 2 to the international boundary line between the United States and Canada, (5) from Junction of unnumbered Highway, North of Tonsina, with Alaska Highway 4, thence over unnumbered highway to Chitina, and (6) from Payson on the Richardson Highway to McKinley Park Headquarters, and return over all the routes specified above, serving all offroute points within two (2) miles of the above described highways and all intermediate points (except no service to or from the intermediate points between Anchorage, and Palmer, Alaska).

HEARING: August 6, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 125310 (Sub-No. 2), filed October 24, 1963. Applicant: FOSS LAUNCH & TUG CO., a corporation, 660 West Ewing, Seattle, Wash. Applicant's attorney: Alan F. Wohlstetter, 1 Farragut Square South, Washington, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, from dockside at Naknek, Alaska, to DEW site beyond King Salmon, Alaska, on traffic having a prior or subsequent movement by water, originating at out-of-State points, and *retrograde cargo* on return.

NOTE: Applicant states that the proposed operation will be for the account of the U.S. Department of Defense.

HEARING: July 29, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 123329 (Sub-No. 3), filed February 18, 1963. Applicant: H. M. TRIMBLE & SONS LTD., 1510–40 Avenue South East, Calgary, Alberta, Canada. Applicant's attorney: Ray F. Koby, 529 Ford Building, Great Falls, Mont. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gases*, in bulk, in tank vehicles, (1) from the junction of Alaska Highway 7 and the International Boundary Line between Canada and the United States to Haines, Alaska, and (2) from the junction of Alaska Highway 2 and the International boundary line between Canada and the United States to Fairbanks, Alaska, and *rejected shipments*, on return.

HEARING: August 6, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 419, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 125551 (Sub-No. 1), filed September 30, 1963. Applicant: WAYNE LOFGREN AND KATHLEEN LOFGREN, a partnership, doing business as K & W TRUCKING, Post Office Box 501, Anchorage, Alaska. Applicant's attor-

ney: A. Robert Hahn, Jr., 202 First National Bank Building, Anchorage, Alaska. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk and those requiring special equipment) (1) between points in Alaska and (2) between points in Alaska on the one hand, and, on the other, points in Illinois, Minnesota, and Wisconsin.

HEARING: August 5, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

No. MC 125637, filed August 22, 1963. Applicant: KODIAK OILFIELD HAULERS, INC., Post Office Box 329, Soldatna, Alaska. Applicant's attorney: Charles J. Keever, Post Office Box 340, Seattle, Wash. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Machinery, equipment, materials and supplies* used in or in connection with the discovery, development, production, refining, manufacturing, processing, storage, transmission, and distribution of natural gas and petroleum and their products and byproducts, (1) between points on the Kenai Peninsula, (2) between points on the Kenai Peninsula, on the one hand, and, on the other, Anchorage, Alaska, and (3) between points on the Kenai Peninsula and ports of entry on the Canadian-Alaskan border on traffic originating in Canada or destined to Canada.

HEARING: July 28, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 419, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

MOTOR CARRIERS OF PASSENGERS

No. MC 118620 (Sub-No. 3), filed December 4, 1963. Applicant: BRITISH YUKON NAVIGATION COMPANY, LIMITED, Post Office Box 1121, Juneau, Alaska. Applicant's attorney N. C. Banfield (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, between Port Chilkoot, Alaska, and the international boundary line between the United States and Canada, at or near Porcupine, Alaska, from Port Chilkoot over Alaska Highway 7 (Haines Highway), to the international boundary line between the United States and Canada, at or near Porcupine, Alaska, and return over the same route, serving the intermediate point of Haines, Alaska.

NOTE: Applicant holds the above authority in MC 118620 (Sub-No. 2) during the season extending from May 1 to September 1, inclusive. The purpose of this application is to continue such operation on a year-round basis.

HEARING: July 30, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 419, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 123833 (Sub-No. 3) (AMENDMENT), filed July 3, 1962, published in FEDERAL REGISTER, issue of August 15, 1962, republished, as amended November 14, 1962, this issue. Applicant: THAMES VALLEY TRANSPORTATION, INC., 385 Central Avenue, Norwich, Conn. 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: *Passengers and their baggage*, and *package express, newspapers, and mail* in the same vehicle with passengers, in special operations in scheduled and unscheduled service, between Norwich, New London, Groton, Waterford, Old Lyme, East Lyme, Old Saybrook, Clinton, Madison, Guilford, and Branford, Conn., on the one hand, and on the other, La Guardia and Idlewild Airports in New York, and Newark Airport in New Jersey.

NOTE: Applicant states that the service is subject to the restriction that passengers shall have prior or subsequent movement by air. This republication is for the purpose of specifying *irregular* in lieu of *regular* routes, as set forth in the original publication, and to restrict the service to passengers having prior or subsequent movement by air.

HEARING: July 8, 1964, at the Bond Hotel, Hartford, Conn., before Joint Board No. 305.

APPLICATION FOR BROKERAGE LICENSES

MOTOR CARRIERS OF PROPERTY

No. MC 12236 (Sub-No. 2), filed December 24, 1958. Applicant: BEKINS MOVING & STORAGE CO., a corporation, 9401 Aurora Avenue, Seattle 3, Wash. Applicant's attorney: George H. Hart, Central Building, Seattle 4, Wash. For a license (BMC 4) to engage in operations as a *broker*, at Anchorage, Alaska, in arranging for the transportation of *household goods*, as defined by the Commission (1), between points in Alaska and points in the United States, (2) between points in Alaska. Applicant holds a license as a broker in No. MC 12236 and No. MC 12236 (Sub-No. 1).

HEARING: July 27, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Joint Board No. 412, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

APPLICATIONS OF WATER CARRIERS

WATER CARRIERS OF PROPERTY

W-448 (Sub. No. 1) (ALASKA STEAMSHIP COMPANY—ALASKA), filed December 29, 1960. Applicant: ALASKA STEAMSHIP COMPANY, Pier 42, Seattle 4, Wash. Applicant's attorneys: Stanley B. Long and Donald E. Leland, 6th Floor, Central Building, Seattle 4, Wash.; Mr. Henry W. Clark, 1026 17th Street NW., Washington, D.C. Authority sought to continue to operate as a *common carrier*, by water, over regular and irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *General commodities*, from, to, or between points or areas in Alaska.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

W-1148 (ALASKA RIVERS NAVIGATION COMPANY COMMON CARRIER APPLICATION), filed November 18, 1960, published FEDERAL REGISTER, issue March 8, 1961, and republished this issue. Applicant: ALASKA RIVERS NAVIGATION COMPANY, 419 Colman Building, Seattle 4, Wash. Authority sought to continue to operate as a *common carrier* and as a contract carrier, by water, over regular and irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *General merchandise, bulk and package petroleum products*, from, to, or between points or areas in Alaska as follows: Bethel, Kuskokwim, Kalskag, Aniak, Napamute, Crooked Creek, Georgetown, Parks, Red Devil, Sleetmute, Stoney River, Sterling Landing, Tatalina, McGrath, and Medfra.

NOTE: The map submitted with the application indicates the above-named points are on or near the Kuskokwim River. Dual operations may be involved.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

W-1152 (JOHN P. AND EUGENE L. SNOW COMMON CARRIER APPLICATION), filed December 12, 1960, published in FEDERAL REGISTER, issue of March 8, 1961, and republished this issue. Applicant: JOHN P. SNOW AND EUGENE L. SNOW, doing business as, SNOW TRANSPORTATION COMPANY, Bethel, Alaska. Authority sought to continue to operate as a *common carrier* by water, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: (1) *Stove oil, building materials, furniture*, and *groceries*, from Bethel and Kuskokwim Landing to Tuliksak, Akiak, Akiajak, Kwethluk, Napaskiak, Napakiak, Tuntuttuliak, Eek, Kwinhagak, Kwigillingok, Kipnuk, and Chirornak. (2) *Local lighterage service*, involving Kuskokwim Landing and Bethel.

NOTE: Applicant advises the above-named points are all villages on the lower Kuskokwim River and Bay.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

W-1155 (HERMAN HERMANN COMMON CARRIER APPLICATION), filed December 28, 1961, published FEDERAL REGISTER, issue March 8, 1961, and republished in this issue. Applicant: HERMAN HERMANN, doing business as HERMAN HERRMANN LIGHTERAGE, Box 29, Naknek, Alaska. Authority sought to continue to operate as a *common carrier* by water, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *General commodities*, (1) Between points on the Naknek River and the Naknek Anchorage at the mouth of the Naknek River; (2) between points on the Kuichak Rivers and on Lake Iliamna, on the one hand, and, on the other, the Anchorage at the mouth of the Kuichak River and Egegik and Ugashik Rivers, and points on the Nushagak River (Naknek River as far as King Salmon).

NOTE: Applicant states that operations are conducted May 1 through October of each year, summer navigation season.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

No. W 1157 (B & R TUG AND BARGE CO. COMMON CARRIER APPLICATION) (REPUBLICATION), filed December 30, 1960, published in FEDERAL REGISTER, March 8, 1961, and republished this issue. Applicant: B & R TUG AND BARGE CO., INC., Kotzebue, Alaska. Applicant's attorney: Alan F. Wohlstetter, 1515 K Street NW., Washington 5, D.C. Authority sought to continue to operate as a *common or contract carrier*, by water over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *General commodities*, from to, or between points or areas in Alaska as follows: (1) along the Kobuk River between its mouth at Hotham Inlet and Kobuk serving all villages including Noorvik, Kiana and Shungnak; (2) along the Noatak River between its mouth at Hotham Inlet and Noatak serving all villages, (3) along Selwik Lake and/or River between its mouth at Hotham Inlet and Selawik serving all villages, (4) along the Buckland River between its mouth at Eschscholtz Bay and Buckland serving all villages, (5) along the Kiwalik River between its mouth at Eschscholtz Bay and Candle serving all villages, (6) between ports and points along the coastline of Alaska between Nome and Point Barrow, Alaska, including Gambell, St. Lawrence Island, and ports and points on Norton Sound, in the performance of lighterage service between places in Kotzebue Sound and Kotzebue City, and furnishing for compensation, under charter, lease or other agreement, of vessels to persons not subject to the Act for use by such persons in the transportation of their own property between ports and points on all navigable waterways within the jurisdiction of the State of Alaska.

NOTE: Common control may be involved.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

No. W–1158 (REPUBLICATION) (ALASKA STEAMSHIP COMPANY (LOMEN COMMERCIAL COMPANY), COMMON CARRIER APPLICATION), filed December 29, 1960, published in FEDERAL REGISTER, March 8, 1961, and republished this issue. Applicant: ALASKA STEAMSHIP COMPANY, doing business as LOMEN COMMERCIAL COMPANY, Pier 42, Seattle 4, Wash. Applicant's attorneys: Stanley B. Long and Donald E. Leland, 6th Floor, Central Building, Seattle 4, Wash.: Mr. Henry W. Clark, 1026 17th Street NW., Washington, D.C. Authority sought to continue to operate as a *common carrier*, by water, over regular and irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *General commodities*, from, to, or between points or areas in Alaska, as follows: from Shishmaref on the north side of Seward Peninsula in a westerly direction to Little Diomede Island, thence west and south to Gambell on St. Lawrence Island, thence southerly and easterly to St. Michael, Unalaklett, Koyuk and Dime Landing, west to Glovin, White Mountain, Nome, Teller, Tin City and Cape Prince of Wales.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

W–1161 (McGRATH & KUSKOKWIM FREIGHT SERVICE COMMON CARRIER APPLICATION), filed December 30, 1960, published FEDERAL REGISTER issue of March 8, 1961, and republished this issue. Applicant: McGRATH & KUSKOKWIM FREIGHT SERVICE, McGrath, Alaska. Authority sought to continue to operate as a *common carrier* by water, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *General commodities*, except classes A and B explosives, from, to, or between points or areas in Alaska as follow: On the Kuskokwim River between the mouth of the Kuskokwim and the end of navigation with authority to serve all tributaries of the Kuskokwim.

HEARING: August 10, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

No. W–1162 (REPUBLICATION) (ROY H. SMITH COMMON CARRIER APPLICATION), filed December 30, 1960, published in FEDERAL REGISTER, March 8, 1961, and republished this issue. Applicant: ROY R. SMITH, doing business as FLYING, BUYING & TRANSPORTATION SERVICE, Box 74, Dillingham, Alaska. Authority sought to continue to operate as a *common or contract carrier*, by water, over irregular routes, under the applicable "grandfather" provisions of the Interstate Commerce Act, transporting: *Raw fish, processed fish* and *freight*, from, to or between points or areas in Alaska.

NOTE: Applicant also claims "grandfather" rights as a motor carrier, see MC 123355 and also a freight forwarder, see FF 262.

HEARING: July 30, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

APPLICATIONS OF FREIGHT FORWARDERS

FREIGHT FORWARDERS OF PROPERTY

No. FF 262 (REPUBLICATION) (ROY H. SMITH FREIGHT FORWARDER APPLICATION), filed December 30, 1960, published in FEDERAL REGISTER, March 8, 1961, and republished this issue. Applicant: ROY H. SMITH, doing business as FLYING, BUYING & TRANSPORTATION SERVICE, Box 74, Dillingham 7, Alaska. Authority sought to continue to operate as a *freight forwarder* under the applicable "grandfather" provisions of the Interstate Commerce Act, to continue service in arranging for the transportation of, *Raw fish, processed fish, persons* and *freight*, between points in Alaska.

NOTE: Applicant also claims grandfather rights as a common carrier. See MC 123355 and also water carrier, see W 1162.

HEARING: July 30, 1964, in Room 212, Federal Building, Anchorage, Alaska, before Examiner Henry A. Cockrum.

NOTICE OF FILING OF PETITIONS

No. MC 111181 (Sub-No. 2 (AMENDED PETITION FOR MODIFICATION OF PERMIT), filed May 11, 1964. Petitioner: NUCERA BEVERAGE TRANSPORTATION CO., Bordentown Township, Trenton, N.J. Petitioner's attorney: Morton E. Kiel, 140 Cedar Street, New York, N.Y. Petitioner holds a Permit authorizing the transportation, over irregular routes, of malt beverages, from points in the New York, N.Y., commercial zone as defined by the Commission within which purely local operations may be conducted under the exemption provided by section 203(b)(8) of the Interstate Commerce Act, as limited by the Commission's decision on further hearing in No. MC–C 2, *New York, N.Y., Commercial Zone*, 53 M.C.C. 451, to points in Middlesex, Somerset, Burlington, Hunterdon, and Mercer Counties, N.J.; and from Philadelphia, Pa., to Trenton, N.J.; and, Pallets, used in transporting malt beverages, from points in Middlesex, Somerset, Burlington, Hunterdon, and Mercer Counties, N.J., to points in the New York, N.Y., commercial zone, as defined by the Commission within which purely local operations may be conducted under the exemption provided by section 203(b)(8) of the Interstate Commerce Act, as limited by the Commission's decision on further hearing in No. MC–C 2, *New York N.Y., commercial zone*, 53 M.C.C. 451, from Trenton, N.J., to Philadelphia, Pa. The above-described operations are limited to a transportation service to be performed, under a continuing contract, or contracts, with Trenton Beverage Company, of Trenton, N.J. By petition filed April 20, 1964, petitioner requested that its Permit be amended by substituting for the named shipper, Trenton Beverage Company, a new shipper by the name of Trenton Malt Beverage Company. Notice of the filing of this petition was published in the FEDERAL REGISTER, issue of May 6, 1964. Petitioner, by the instant amended petition, requests that its Permit be modified by adding as an additional contracting shipper, Trenton Malt Beverage Company, Trenton, N.J., without the cancellation of the presently-named shipper, the Trenton Beverage Company. Any person or persons desiring to participate in this proceeding may, within 30 days from the date of this publication, become a party to this proceeding by filing representations supporting or opposing the relief sought by petitioner.

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 111545 (Sub-No. 62), filed May 12, 1964. Applicant: HOME TRANSPORTATION COMPANY, INC., 334 South Four Lane Highway, Marietta, Ga. Applicant's attorney: Paul M. Daniell, Suite 214–217 Standard Federal Building, Atlanta, Ga., 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Heavy machinery, struc-*

tural steel, and reinforcement steel, between points in Georgia.

NOTE: This is a matter directly related to MC-F 8750.

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 carriers of property or passengers under sections 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-8677 (EASTERN MASSACHUSETTS STREET RAILWAY CO.—LEASE (PORTION)—TRAILWAYS OF NEW ENGLAND, INC.), published in the February 26, 1964, issue of the FEDERAL REGISTER on page 2723. Amendment filed May 13, 1964, to amend the application so that the same portion of the operating rights summarized in the issue of February 26th, would be purchased rather than leased, and also to purchase certain property.

No. MC-F-8752. Authority sought for purchase by DORN'S TRANSPORTATION, INC., Railroad Avenue Extension, Albany, N.Y., of the operating rights of STATE EXPRESS, INC. (SAMUEL J. FRIEDMAN, TRUSTEE), 2800 Annapolis Road, Baltimore, Md., and for acquisition by FRED DORN, also of Albany, N.Y., of control of such rights through the purchase. Applicants' attorney: Irving Klein, 280 Broadway, New York 7, N.Y. Operating rights sought to be transferred: *General commodities,* excepting, among others, household goods and commodities in bulk, as a *common carrier* over a regular route, between Baltimore, Md., and Alexandria, Va., serving all intermediate points, and the off-route points in that part of Maryland and Virginia within 5 miles of the District of Columbia. Vendee is authorized to operate as a *common carrier* in New York, Connecticut, Massachusetts, New Jersey, Pennsylvania, Rhode Island, Vermont, Maryland, Delaware, and the District of Columbia. Application has been filed for temporary authority under section 210a(b).

No. MC-F-8753. Authority sought for purchase by JONES TRUCK LINES, INC., Springdale, Ark., of the operating rights and property of RAYMOND F. ASH (J. E. McCLELLAND and WARREN D. SEGRAVES, ADMINISTRATORS), doing business as WASHINGTON TRANSFER AND STORAGE, Fayetteville, Ark., and for acquisition by HARVEY JONES, also of Springdale, Ark., of control of such rights and property through the purchase. Applicants' attorney: Thomas Harper, Post Office Box 297, Fort Smith, Ark. Operating rights sought to be transferred: *Corrugated fiberboard boxes and cartons,* as a *common carrier,* over irregular routes, from Sand Springs, Okla., to points in Washington and Benton Counties, Ark.; *household goods* as defined in *Practices of Motor Common Carriers of Household Goods,* 17 M.C.C. 467, between Fayetteville, Ark., and points within 10 miles of Fayetteville, on the one hand, and, on the other, points in Oklahoma and Kansas; and *building materials, contractors' equipment and materials, and machinery,* between Fayetteville, Ark., on the one hand, and, on the other, points in that part of Oklahoma east of U.S. Highway 77. Vendee is authorized to operate as a *common carrier* in Missouri, Arkansas, Oklahoma, Kansas, Tennessee, Texas, Mississippi, and Illinois. Application has not been filed for temporary authority under section 210a(b).

No. MC-F-8754. Authority sought for control by CROSBY EXPRESS, INC., 12 J Place, North Branford, Conn., of ORVILLE C. BADGER TRUCKING CO., INC., Post Office Box 389, Portsmouth, N.H., and for acquisition by NORMAN H. CROSBY, also of North Branford, Conn., of control of ORVILLE C. BADGER TRUCKING CO., INC., through the acquisition by CROSBY EXPRESS, INC. Applicants' attorney: Clarence D. Todd, 1825 Jefferson Place NW., Washington, D.C., 20036. Operating rights sought to be controlled: *Building materials,* as a *contract carrier,* over irregular routes, from Portsmouth, N.H., to points in Essex, Middlesex, Worcester, Suffolk, Norfolk, Plymouth, Bristol, and Barnstable Counties, Mass.; *gypsum board paper,* from New Windsor, N.Y., to Portsmouth, N.H.; *gypsum board, lath, sheathing,* and *plaster,* and in mixed loads with the foregoing commodities, *building materials* (other than lumber, brick, sand, and gravel), as defined in Appendix VI to the report in *Descriptions in Motor Carrier Certificates,* 61 M.C.C. 209, 279, from Portsmouth, N.H., to points in Connecticut and those in Newport and Washington Counties, R.I., Franklin, Hampshire, Hampden, and Berkshire Counties, Mass., Windham, Windsor, Orange, and Caledonia, Counties, Vt., York, Cumberland, Androscoggin, Kennebec, and Sagadahoc Counties, Maine; *empty containers or pallets,* from points in the destination areas described immediately above to Portsmouth, N.H.; *building materials* and *building supplies* (except brick, sand and gravel), from Portsmouth, N.H., to points in Bristol, Kent, and Providence Counties, R.I.; *paint* and *lime,* except in bulk, in tank vehicles, and *building, roofing and insulating materials,* from Portsmouth, N.H., to points in New Hampshire, points in Oxford, Franklin, Somerset, Aroostock, Piscataquis, Penobscot, Washington, Hancock, Waldo, Knox, and Lincoln Counties, Maine, points in Bennington, Rutland, Addison, Washington, Chittenden, Lamoille, Franklin, Orleans, Essex, and Grand Isle Counties, Vt., and points in Franklin, Clinton, Essex, Hamilton, Warren, Washington, Saratoga, Fulton, Montgomery, Schenectady, Rensselaer, Albany, Schoharie, Greene, and Columbia Counties, N.Y.; and *materials and supplies* used in the manufacture of the above-specified commodities, and *empty containers* and *pallets* and *damaged or rejected shipments* of the above-specified commodities, from points in the above-described destination territories to Portsmouth, N.H., *RESTRICTION:* The two next above-described operations are limited to a transportation service to be performed under a continuing contract, or contracts, with National Gypsum Company, Buffalo, N.Y. CROSBY EXPRESS, INC., is authorized to operate as a *contract carrier* in Connecticut, Massachusetts, New Jersey, New Hampshire, Rhode Island, Vermont, Delaware, Maine, New York, and Pennsylvania. Application has been filed for temporary authority under section 210a(b).

No. MC-F-8755. Authority sought for control by DENVER CHICAGO TRUCKING COMPANY, INC., 45th Avenue at Jackson Street, Denver, Colo., of RED BALL EXPRESS CO., 6666 Red Ball Expressway, Omaha, Nebr., and for acquisition by GEORGE J. KOLOWICH, JR., HUGH J. KOLOWICH, both of Denver, Colo., RAYMUND F. KOLOWICH, 1100 Griswold Building, Detroit, Mich., and GRISWOLD BUILDING, INC. (in turn by RAYMUND F. KOLOWICH), 1214 Griswold Street, Detroit, Mich., of control of RED BALL EXPRESS CO., through the acquisition by DENVER CHICAGO TRUCKING COMPANY, INC. Applicants' attorneys: Axelrod, Goodman & Steiner, 39 South La Salle Street, Chicago 3, Ill., and McCormack, McCormack, & Brown, 300 Farm Credit Bldg., Omaha 2, Nebr. Operating rights sought to be controlled: *General commodities,* excepting, among others, household goods and commodities in bulk, as a *common carrier* over regular routes, between Sioux City, Iowa, and Omaha, Nebr., serving all intermediate and certain off-route points, between Omaha, Nebr., and Chicago, Ill., serving the intermediate point of Council Bluffs, Iowa, and all intermediate and off-route points in the Chicago, Ill., commercial zone, as defined by the Commission, between Omaha, Nebr., and Denver, Colo., serving certain intermediate and off-route points, two alternate routes for operating convenience only; *general commodities,* excepting, among others, commodities in bulk, but not excepting, household goods, between Lincoln, Nebr., and Henderson, Nebr., serving all intermediate points; *general commodities,* excepting, among others, household goods, but not excepting, commodities in bulk, between Sioux City, Iowa, and Bancroft, Nebr., between McCook, Nebr., and Grand Island, Nebr., between Holdrege, Nebr., and Maywood, Nebr., serving all intermediate and certain off-route points; *general commodities,* except those of unusual value, class A and B explosives, inflammables, livestock, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between Omaha, Nebr., and Kansas City, Mo., serving all intermediate points, and the off-route point of the site of the Goodyear plant (located approximately 1⅓ miles northwest of the city limits of Topeka, Kans., on U.S. Highway 24 and truck route U.S. Highway 40), between Omaha, Nebr., and Kansas City, Mo., between Omaha, Nebr., and Lincoln, Nebr., between Lincoln, Nebr., and Union, Nebr., between Nebraska City, Nebr., and Sidney, Iowa, between Lincoln, Nebr., and junction Nebraska Highway 4 and U.S. Highway 73, between Hiawatha, Kans., and St.

Joseph, Mo., between Fairmont, Nebr., and Grand Island, Nebr., serving all intermediate points, an alternate route for operating convenience only, with restriction; *building material, animal* and *poultry feed, tires, lubricating oil and grease,* in containers, and *farm machinery and parts therefor,* from Sioux City, Iowa, to Wakefield, Nebr., serving all intermediate and off-route points within 20 miles of Wakefield, Nebr.; *inedible tallow,* in containers, and *hides,* from Harlan, Iowa, to Chicago, Ill., serving the intermediate point of Oakland, Iowa, and intermediate and off-route points within 5 miles of Harlan and within 5 miles of Oakland, respectively, restricted to pickup only; *Government-owned compressed gas trailers,* loaded with compressed gas (other than liquefied petroleum gas) or empty, between all points and over the regular routes in and through the States of Illinois, Indiana, Iowa, Kansas, Missouri, and Nebraska, as authorized in Certificate No. MC–105807, issued February 17, 1956, between all points and over the regular routes in and through the States of Nebraska and Colorado, as authorized in Certificate No. MC–105807 Sub-19, issued March 6, 1957; *general commodities,* excepting, among others, household goods and commodities in bulk, over irregular routes, between points in the Chicago, Ill., commercial zone, as defined by the Commission, other than Chicago, Ill., on the one hand, and, on the other, points in Illinois, within 40 miles of Chicago, between Chicago, Ill., on the one hand, and, on the other points in Illinois within 40 miles of Chicago, with certain exceptions; *livestock, dairy products, grain, hay,* and *household goods,* as defined by the Commission, between Sioux City, Iowa, on the one hand, and, on the other, Randolph, Nebr., and points in Nebraska within 45 miles of Sioux City, Iowa; *livestock,* and *agricultural commodities,* between Wakefield, Nebr., and points within 20 miles thereof, on the one hand, and, on the other, certain points in Iowa, from Emerson, Nebr., and points within 15 miles thereof, to Sioux City, Iowa; *coal, cement, commercial feeds, building materials, hardware, farm machinery, furniture,* and *oil and grease,* in containers, from Sioux City, Iowa, to Emerson, Nebr., and points within 15 miles of Emerson; *grain,* from points in that part of Iowa west of U.S. Highway 69, to Emerson, Nebr., and points within 15 miles of Emerson; *beer,* from Terre Haute, Ind., to Omaha, Nebr.; *eggs, hides,* and *pelts,* from Lincoln, and Fremont, Nebr., to Omaha, Nebr.; *poultry and eggs,* from Randolph, Nebr., and points in Nebraska within 45 miles of Sioux City, Iowa to Sioux City, Iowa; *cream station supplies, poultry coops, feed, salt,* and *farm machinery* and *farm machinery parts,* from Sioux City, Iowa, to Randolph, Nebr., and points in Nebraska within 45 miles of Sioux City, Iowa; and *canned goods,* from certain points in Indiana, to certain points in Nebraska. DENVER CHICAGO TRUCKING COMPANY, INC., is authorized to operate as a *common carrier* in Colorado, Washington, Idaho, Illinois, Missouri, Arizona, California, New York, New Jersey, Indiana, Pennsylvania, Nebraska, Wyoming, New Mexico, Ohio, Connecticut, Iowa, Massachusetts, Kansas, Oregon, Rhode Island, Utah, Michigan, Kentucky, and Tennessee. Application has been filed for temporary authority under section 210a(b).

No. MC–F–8756. Authority sought for purchase by SEA-LAND FREIGHT SERVICE, INC., Post Office Box 1050, Elizabeth, N.J., of the operating rights and certain property of ALASKA FREIGHT LINES, INC., Post Office Box 3025, Seattle, Wash., and for acquisition by McLEAN INDUSTRIES, INC., 61 Saint Joseph Street, Mobile, Ala., of control of such rights and property through the purchase. Applicants' attorneys: David G. Macdonald, 1000 16th Street NW., Washington, D.C., 20036, William H. Armbrecht, Post Office Box 290, Mobile, Ala., and Wallace Aiken, 1215 Norton Building, Seattle, Wash. Operating rights sought to be transferred: *General commodities,* excepting, among others, household goods and commodities in bulk, as a *common carrier* over irregular routes, between Tacoma, Wash., on the one hand, and, on the other, Seattle and McChord Air Force Base, Wash., between Seattle, Wash., on the one hand, and, on the other, the ports of entry on the United States-Canada boundary line at Eastport, Idaho, and Sweetgrass, Mont., between points in the Tacoma, Wash., commercial zone, as defined by the Commission, between points in the Seattle, Wash., commercial zone, as defined by the Commission, from Auburn, Wash., to Tacoma, and Seattle, Wash., between Seattle and Tacoma, Wash., on the one hand, and, on the other, the Mount Rainier Ordnance Depot (Mobase), Wash., restricted to traffic destined to or originating at points in Alaska; *general commodities,* except those of unusual value, household goods as defined by the Commission, and commodities in bulk, other than animal feed and flour, between points in Alaska (except those in the Alaska Panhandle), *RESTRICTION:* The authority granted herein, to the extent it authorizes the transportation of Classes A and B explosives, shall be limited, in point of time, to a period expiring five years after February 24, 1964; *ammunition,* from Bangor, Wash., to Tacoma, Wash.; *dynamite,* DuPont, Wash., to ports of entry on the United States-Canada boundary line at Eastport, Idaho, and Sweetgrass, Mont.; *engine assembly* and *tank parts,* from Tacoma, Wash., to Mount Rainier Ordnance Depot, Wash.; *aircraft parts* and *household goods,* banded and boxed, from port of entry on the United States-Canada boundary line at Sweetgrass, Mont., to Seattle, Wash.; *aviation gasoline samples,* from the ports of entry on the United States-Canada boundary line at Eastport, Idaho, and Sweetgrass, Mont., to McChord Air Force Base, Wash., *RESTRICTION:* The service authorized herein is restricted to traffic moving to or from the Territories or possessions of the United States; and *fruits and vegetables,* fresh and frozen, *meats, lard and lard substitutes, rendered pork fats,* and *dairy products,* as classified in (B) of the appendix to the report in *Modification of Permits-Packing House Products,* 48 M.C.C. 628, from the United States Army depot at or near Auburn, Wash., to Seattle and Tacoma, Wash. Vendee holds no authority from this Commission. However, it is affiliated with SEA-LAND SERVICE, INC., Post Office Box 1050, Newark, N.J., which is authorized to operate as a water *common carrier* of passengers and commodities generally, in interstate or foreign commerce, in specified points on the Atlantic Coastal Waterway, Gulf Intracoastal Waterway, and Pacific Coastal Waterway. Application has been filed for temporary authority under section 210a(b).

No. MC–F–8757. Authority sought for purchase by NORTHEASTERN TRUCKING COMPANY, 2508 Starita Road, P.O. Box 1493, Charlotte, N.C., 28201, of the operating rights of STATE MOTOR LINES, U.S. Highway 15 North, Hartsville, S.C., and for acquisition by JOHN F. GUIGNARD, also of Charlotte, N.C., of control of such rights through the purchase. Applicants' attorneys: H. Charles Ephraim, Suite 300, 1411 K Street NW., Washington, D.C., 20005, and Bill R. Craig, Post Office Box 909, Hartsville, S.C. Operating rights sought to be transferred: Under the "grandfather" provisions of Section 206(a)(7), of the act, pursuant to BOR–99, in No. MC–98324 (Sub-2), covering the transportation of property between points in South Carolina. Vendee is authorized to operate as a *common carrier* in Illinois, New York, New Jersey, Pennsylvania, South Carolina, North Carolina, Maryland, Pennsylvania, Virginia, Florida, and Connecticut. Application has been filed for temporary authority under section 210a(b).

NOTE: No. MC–64112 (Sub-21) is a matter directly related.

By the Commission.

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

[F.R. Doc. 64–5288; Filed, May 26, 1964; 8:46 a.m.]

[Notice No. 643]

MOTOR CARRIER, BROKER, WATER CARRIER AND FREIGHT FORWARDER APPLICATIONS

MAY 22, 1964.

The following applications are governed by § 1.247[1] of the Commission's general rules of practice (49 CFR 1.247), published in the FEDERAL REGISTER, issue of December 3, 1963, effective January 1, 1964. These rules provide, among other things, that a protest to the granting of an application must be filed with the Commission within 30 days after date of notice of filing of the application is published in the FEDERAL REGISTER. Failure seasonably to file a protest will be construed as a waiver of opposition and participation in the proceeding. A protest under these rules should comply

[1] Copies of Special Rule 1.247 can be obtained by writing to the Secretary, Interstate Commerce Commission, Washington, D.C., 20423.

with § 1.40 of the general rules of practice which requires that it set forth specifically the grounds upon which it is made and specify with particularity the facts, matters, and things relied upon, but shall not include issues or allegations phrased generally. Protests not in reasonable compliance with the requirements of the rules may be rejected. The original and six copies of the protest shall be filed with the Commission, and a copy shall be served concurrently upon applicant's representative, or applicant if no representative is named. If the protest includes a request for oral hearing, such request shall meet the requirements of § 1.247(d)(4) of the special rule. Subsequent assignment of these proceedings for oral hearing, if any, will be by Commission order which will be served on each party of record.

No. MC 623 (Sub-No. 65), filed May 13, 1964. Applicant: H. MESSICK, INC., Box 214, Duquesne and Newman Road, Joplin, Mo. Applicant's attorney: Turner White, 805 Woodruff Building, Springfield, Mo., 65806. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Explosives*, from Chattanooga, Tenn., and Ravenna, Ohio, to Mead, Nebr., Virginia, Minn., and Ishpeming, Mich.

NOTE: If a hearing is deemed necessary applicant requests it be held at Kansas City, Mo.

No. MC 4964 (Sub-No. 31), filed May 8, 1964. Applicant: ROY L. JONES, INC., 915 McCarty Avenue (Post Office Box 24128), Houston, Tex. Applicant's attorney: Austin L. Hatchell, Suite 1102, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (*I*) *Earth drilling machinery and equipment*, (*II*) *machinery, equipment, materials, supplies, and pipe*, incidental to, used in, or in connection with the transportation, installation, removal, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, and digging of slush pits and cleaning, preparing, constructing or maintaining drilling sites, and (*III*) *machinery, equipment materials, supplies, and pipe*, incidental to, used in, or in connection with the completion of holes or wells drilled, the production, storage, transmission and distribution of commodities resulting from drilling operations, and injection or removal of commodities into or from holes or wells, (a) between points in New Mexico, on the one hand, and, on the other, points in Oklahoma, Kansas, Missouri, Arkansas, and Tennessee, (b) between points in Oklahoma, on the one hand, and, on the other, points in North Dakota, on and west of a line beginning at the United States-Canada boundary line and extending along North Dakota Highway 30, to junction unnumbered Highway, at Lehr, N. Dak., thence along unnumbered Highway to Ashley, N. Dak., and thence along North Dakota Highway 3, to the North Dakota-South Dakota State line, and points in South Dakota, west of the Missouri River, and on and north of U.S. Highway 14 extending through Hayes, Midland, Rapid City, and Sturgis, S. Dak., (c) between points in Louisiana, Arkansas, Oklahoma, Mississippi, and Texas, (d) between points in Mississippi, Alabama, Georgia, and Florida, and (e) between points in Alabama, Georgia, and Florida, on the one hand, and, on the other, points in New Mexico, Texas, Arkansas, and Louisiana.

NOTE: Applicant states no duplicating authority is requested. If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 9619 (Sub-No. 1), filed May 11, 1964. Applicant: WILBUR S. SMITH AND FRANCES A. SMITH, doing business as SMITH VAN & STORAGE CO., a partnership, 1120 West 15th Street, Merced, Calif. Applicant's attorney: G. Alfred Roensch, 100 Bush Street, San Francisco 4, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods* as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, moving in government bills of lading, and *empty containers or other such incidental facilities* (not specified) used in transporting the above named commodities, between Merced, Calif., on the one hand, and, on the other, points in Merced, Mariposa, Madera, Fresno, Stanislaus, Kings, and Tulare Counties, Calif.

NOTE: If a hearing is deemed necessary applicant requests that it be held at San Francisco, Calif.

No. MC 10761 (Sub-No. 153), filed May 7, 1964. Applicant: TRANSAMERICAN FREIGHT LINES, INC., 1700 North Waterman Avenue, Detroit 9, Mich. Applicant's attorney: Howell Ellis, Fidelity Building, 111 Monument Circle, Indianapolis 4, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Food products, and food products* in mixed shipments with *commodities*, the transportation of which is partially exempt under the provisions of section 203(b)(6) of the Interstate Commerce Act if transported in vehicles not used in carrying any other property, when moving in the same vehicle at the same time with food products, fresh and frozen, from the plant site of Ralston Purina Co., at or near California, Mo., to points in Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Maryland, Delaware, District of Columbia, Kentucky, Ohio, Indiana, Michigan, Wisconsin, Illinois, Iowa, Nebraska, Kansas, Oklahoma, Texas, and Arkansas, and *refused or rejected shipments*, on return.

NOTE: If a hearing is deemed necessary applicant requests that it be held at Washington, D.C.

No. MC 18464 (Sub-No. 1), filed May 7, 1964. Applicant: JOSEPH W. VAN VACTOR, doing business as VAN'S TRANSFER, Rural Route 4, Plymouth, Ind. Applicant's attorney: Donald W. Smith, Suite 511, Fidelity Building, Indianapolis 4, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods, and empty containers or other such incidental facilities* (not specified) used in transporting the above-described commodities, between Plymouth, Ind., and points within 5 miles thereof, on the one hand, and, on the other, points in Indiana.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Indianapolis, Ind.

No. MC 21170 (Sub-No. 52), filed May 7, 1964. Applicant: BOS LINES, INC., 408 South 12th Avenue, Marshalltown, Iowa. Applicant's attorney: Jack H. Blanshan, 3½ West Main Street, Marshalltown, Iowa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Candy and confectionery*, from New York, N.Y., and points in the New York commercial zone to points in Ohio, Michigan, Indiana, Illinois, Wisconsin, Missouri, Iowa, Minnesota, and Louisville, Ky.

NOTE: If a hearing is deemed necessary, applicant requests that it be held at New York, N.Y.

No. MC 22182 (Sub-No. 20), filed May 8, 1964. Applicant NU-CAR CARRIERS, INC., Front and Pennell Streets, Chester, Pa. Applicant's attorney: Harry C. Ames, Jr., Transportation Building, Washington, D.C., 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, in initial movements, in truckaway and driveaway service, from Lansdale, Pa., to points in Connecticut, Delaware, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, Virginia, and West Virginia.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 23618 (Sub-No. 10), filed May 8, 1964. Applicant: McALISTER TRUCKING COMPANY, a corporation, Box 1149, 1609 Scurry Street, Big Spring, Tex. Applicant's attorney: Ewell H. Muse, Jr., Suite 415, Perry-Brooks Building, Austin, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Earth drilling machinery and equipment*, (*II*) *machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, or digging of slush pits and clearing, preparing, constructing or maintaining drilling sites, and (III) *machinery, equipment, materials, supplies, and pipe* incidental to, used in, or in connection with the completion of holes or wells drilled, the production, storage, transmission, and distribution of commodities resulting from drilling operations, or injection or removal of commodities into or from holes or wells, (a) between points in Kansas, Louisiana, New Mexico, Oklahoma, and Texas, and (b) between points in Kansas, Louisiana, New Mexico, Oklahoma, and Texas, on the one hand, and, on the other, points in Arizona, Colorado, Utah, and Wyoming and (c) between points in Texas on

the one hand, and, on the other, points in Montana.

NOTE: If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 25798 (Sub-No. 116), filed May 7, 1964. Applicant: CLAY HYDER TRUCKING LINES, INC., 301 Highway North, Dade City, Fla. Applicant's attorney: Daniel B. Johnson, 1815 H Street NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products, and meat byproducts*, from Monmouth, Ill., to points in Tennessee, West Virginia, Virginia, North Carolina, Maryland, South Carolina, District of Columbia, and Georgia.

NOTE: If a hearing is deemed necessary applicant requests that it be held at Chicago, Ill.

No. MC 29647 (Sub-No. 33), filed May 8, 1964. Applicant: CHARLTON BROS. TRANSPORTATION COMPANY, INC., 552 Jefferson Street, Hagerstown, Md. Applicant's attorney: Spencer T. Money, Mills Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except livestock, classes A and B explosives (not including small arms ammunition), currency, bullion, household goods as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, and loose bulk goods requiring special equipment), between Cumberland, Md., on the one hand, and, on the other, points in that part of Maryland and Pennsylvania within 100 miles of Keyser, W. Va.

NOTE: Common control may be involved. Applicant states that the purpose of this application is to substitute Cumberland, Md., for Amcelle, Md., as a gateway point between its regular and irregular route authority and it is not intended to increase territory that can be served. If a hearing is deemed necessary, applicant requests that it be held at Washington, D.C.

No. MC 30844 (Sub-No. 139) (AMENDMENT), filed February 3, 1964, published in FEDERAL REGISTER, issue February 20, 1964, republished, as amended, March 11, 1964, republished, as further amended, this issue. Applicant: KROBLIN REFRIGERATED XPRESS, INC., Post Office Box 218, Sumner, Iowa. Authority sought to operate as a *common carrier* by motor vehicle, over irregular routes, transporting: *Meat, meat products, meat byproducts, and articles distributed by meat packinghouses*, as described in Appendix I to the report in *Descriptions in Motor Carrier Certificates, Packinghouses Products*, 61 M.C.C. 209 and 766, from Sidney, Nebr., and Hawarden, Iowa, to points in Wisconsin.

NOTE: The purpose of this republication is to add Hawarden, Iowa as an origin point. If a hearing is deemed necessary, applicant requests it be held in Washington, D.C., or Des Moines, Iowa.

No. MC 30986 (Sub-No. 3), filed May 11, 1964. Applicant: RELIABLE TRANSFER AND STORAGE COMPANY, INC., 414 South Fifth Street, Manhattan, Kans. Applicant's attorney: James H. Hope, 641 Harrison Street, Topeka, Kans. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Crated household goods and personal affects*, between Manhattan, Kans., on the one hand, and, on the other, points within 50 miles of Manhattan.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Topeka, Kans.

No. MC 32068 (Sub-No. 2), filed April 22, 1964. Applicant: COMMERCIAL WAREHOUSE CO., a corporation, 210 East California, Oklahoma City, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except household goods and commodities requiring use of special equipment), between points in Oklahoma.

NOTE: Applicant states the proposed service will be restricted to shipments originating at or destined to Oklahoma City, Okla. If a hearing is deemed necessary, applicant requests it be held at Oklahoma City, Okla.

No. MC 32775 (Sub-No. 12), filed May 12, 1964. Applicant: HERMANN FORWARDING COMPANY, a corporation, Hermann Road, North Brunswick, N.J. Applicant's attorney: Charles J. Williams, 1060 Broad Street, Newark 2, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, and except dangerous explosives, livestock, household goods as defined in *Practices of Motor Common Carriers of Household Goods, 17 M.C.C. 467*, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading), between points in Philadelphia, Delaware, Chester, Bucks, and Montgomery Counties, Pa., and New Castle County, Del., on the one hand, and, on the other, points in New Jersey (except those in Bergen, Essex, Hudson, Hunterdon, Morris, Passaic, Somerset, Sussex, Union, and Warren Counties, N.J.)

NOTE: Applicant states it now holds the authority sought herein by tacking the authority it holds in MC 32775 and MC 32775 Sub 6 and operating through North Brunswick, N.J., as a gateway. The purpose of this application is to eliminate such gateway. If a hearing is deemed necessary applicant requests it be held at Newark, N.J.

No. MC 42343 (Sub-No. 14), filed May 6, 1964. Applicant: MACHISE EXPRESS CO., INC., 500 North Egg Harbor Road, Hammonton, N.J. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products* (except acids and chemicals), in bulk, in tank vehicles, from Jacksonville, N.J., to points in New York, Pennsylvania, and Delaware, and *returned, rejected or damaged shipments*, on return.

NOTE: If a hearing is deemed necessary applicant requests it be held at Washington, D.C.

No. MC 42487 (Sub-No. 600), filed May 11, 1964. 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: *Petrochemicals*, in bulk, in tank vehicles, (a) between points in Oregon, and (b) between points in Oregon, on the one hand, and, on the other, points in California.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at San Francisco, Calif.

No. MC 43283 (Sub-No. 8), filed May 8, 1964. Applicant: WASHBURN STORAGE COMPANY, a corporation, 83 Fifth Street, Macon, Ga. Applicant's attorney: Sol H. Proctor, 1730 Lynch Building, Jacksonville 2, Fla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, between points in Georgia.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga.

No. MC 43867 (Sub-No. 16), filed May 8, 1964. Applicant: ALTON LEANDER McALISTER, Post Office Box 2214, 1610 East Scott Street, Wichita Falls, Tex. Applicant's attorney: Ewell H. Muse, Jr., Suite 415, Perry Brooks Building, Austin, Tex. 78701. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Earth-drilling machinery and equipment*, (2) *machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance and dismantling of drilling machinery and equipment, or (b) digging of slush pits and clearing, preparing, constructing or maintaining drilling sites, (3) *machinery, equipment, materials, supplies and pipe* incidental to, used in or in connection with (a) the completion of holes or wells, drilled, (b) the production, storage, transmission and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells, (1) between points in Oklahoma, Kansas, Texas, and those in Lea and Eddy Counties, N. Mex., (2) between points in Kansas, Oklahoma, Texas, and those in Lea and Eddy Counties, N. Mex., on the one hand, and, on the other, points in Arizona, Colorado, Utah and Wyoming, (3) between points in Texas, on the one hand, and, on the other, points in Montana, (4) between points in Illinois, Indiana, and Kentucky, on the one hand, and, on the other, St. Louis, Mo., and points in Kansas and Oklahoma, and (5) between points in Texas, Oklahoma, and Lea and Eddy Counties, N. Mex., on the one hand, and, on the other, points in Nevada.

NOTE: Applicant seeks no duplicating authority. It presently holds authority to transport Mercer case oilfield and pipeline commodities between same points and within same territory set forth above. If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 44913 (Sub-No. 6), filed May 11, 1964. Applicant: E. ROSCOE WILLEY, 915 Race Street, Cambridge, Md. Authority sought to operate as a *common*

carrier, by motor vehicle, over irregular routes, transporting: *Feather meal*, in bags, from the plant sites of Eastern Shore Rendering Co. and The Esrenco Truck Company, located at or near Linkwood, Md., to Baltimore, Md.

NOTE: If a hearing is deemed necessary applicant requests it be held at Baltimore, Md.

No. MC 48958 (Sub-No. 74), filed May 1, 1964. Applicant: ILLINOIS-CALIFORNIA EXPRESS, INC., 510 East 51st Avenue, Denver 16, Colo. Applicant's attorney: Morris G. Cobb, Post Office Box 9050, Amarillo, Tex. 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 requiring special equipment, and those injurious or contaminating to other lading), between Moriarty, N. Mex., and Tucumcari, N. Mex., from Moriarty over U.S. Highway 66 and Interstate Highway 40 to Tucumcari, and return over the same route, serving all intermediate points.

NOTE: Applicant states it intends to tack the above proposed operations to its presently authorized regular-route authority held in MC 48958 (Sub-No. 51), wherein applicant conducts operations in the states of New Mexico and Texas. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held in Albuquerque, N. Mex.

No. MC 52704 (Sub-No. 46), filed May 11, 1964. Applicant: GLENN McCLENDON TRUCKING COMPANY, INC., Lafayette, Ala. Applicant's attorney: D. H. Markstein, Jr., 818–821 Massey Building, Birmingham, Ala., 35203. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Canned and bottled foodstuffs*, from points in Iberia and St. Martin Counties, La., to points in Alabama, Georgia, North Carolina, and South Carolina.

NOTE: If a hearing is deemed necessary applicant requests that it be held at New Orleans, La.

No. MC 52824 (Sub-No. 3), filed May 6, 1964. Applicant: GAYLORD HILL, doing business as HILL TRUCK LINE, Adrian, Mo. Applicant's attorney: L. M. Crouch, Jr., Professional Building, Harrisonville, Mo., 64701. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, and except dangerous explosives, household goods as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading), between Nevada, Mo. and Stockton, Mo., from Nevada over U.S. Highway 54 to El Dorado Springs, Mo., thence over Missouri Highway 32 to Stockton, and return over the same route, serving the intermediate points of El Dorado Springs and Filley, Mo.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo.

No. MC 54847 (Sub-No. 7) filed May 8, 1964. Applicant: INTRACOASTAL TRUCK LINE, CO., Post Office Box 354, Harvey, La. Applicant's attorney: Austin L. Hatchell, Suite 1102, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Earth-drilling machinery and equipment;* (2) *machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with: The transportation, installation, removal, operation, repair, servicing, maintenance and dismantling of drilling machinery and equipment, and digging of slush pits and cleaning, preparing, constructing and maintaining drilling sites; and* (3) *machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with: the completion of holes or wells drilled, the production, storage, transmission and distribution of commodities resulting from drilling operations, and injection or removal of commodities into or from holes or wells*, (A) between Harvey, La., and points in Louisiana within 100 miles thereof, on the one hand, and, on the other, points in Mississippi, and, (B) between points in that part of Louisiana south of and including the following parishes: Vernon, Rapides, Avoyelles, Pointe Coupee, West Feliciana, East Feliciana, St. Helena, Tangipahoa, and Washington, on the one hand, and, on the other, points in Alabama, Georgia, and Florida.

NOTE: Applicant states no duplicating authority is sought. If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 57435 (Sub-No. 9), filed May 8, 1964. Applicant: LOUISIANA, ARKANSAS & TEXAS TRANSPORTATION COMPANY, a corporation, 4601 Blanchard Road, Shreveport, La. Applicant's attorney: R. W. Spachman, 114 West 11th Street, Kansas City, Mo. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, between Springhill, La., and Taylor, Ark., from Springhill, to the Arkansas-Louisiana State boundary line, over Louisiana Highway 7, thence over Arkansas Highway 132, to Taylor, and return over the same route, serving no intermediate or off-route points.

NOTE: Common control may be involved. If a hearing is deemed necessary applicant requests it be held at New Orleans, La.

No. MC 61592 (Sub-No. 22), filed May 18, 1964. Applicant: JENKINS TRUCK LINE, INC., 3708 Elm Street, Bettendorf, Iowa, 52722. Applicant's attorney: Val M. Higgins, 1000 First National Bank Building, Minneapolis, Minn., 55402. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Agricultural implements and machinery parts and snow removal equipment*, from Tulsa, Okla., to points in Iowa, and *empty containers or other such incidental facilities* (not specified) used in transporting the above described commodities, on return.

NOTE: If a hearing is deemed necessary applicant requests it be held at Chicago, Ill.

NO. MC 61692 (Sub-No. 13), filed May 6, 1964. Applicant: WARNERS MOTOR EXPRESS, INC., West Country Club Road, Red Lion, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods, and office furniture (new and used)*, between points in York and Lancaster Counties, Pa., on the one hand, and, on the other, points in Connecticut, Delaware, District of Columbia, Florida, Illinois, Indiana, Massachusetts, Maryland, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Virginia, and West Virginia.

NOTE: If a hearing is deemed necessary applicant requests it be held at Harrisburg, Pa.

No. MC 63792 (Sub-No. 10), filed May 8, 1964. Applicant: HOWARD T. TELLEPSEN, doing business as TOM HICKS TRANSFER CO., Post Office Box 283, Harvey, La. Applicant's attorney: Austin L. Hatchell, Suite 1102, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (I) *Earth-drilling machinery and equipment;* (II) *machinery, equipment, materials, supplies and pipe incident to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance and dismantling or drilling machinery and equipment, or (b) the digging of slush pits and clearing, preparing, constructing or maintaining drilling sites;* and (III) *machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells*, (1) between points in Alabama, Georgia, and Florida, (2) between points in Louisiana and Mississippi, on the one hand, and, on the other, points in Alabama, Georgia and Florida, (3) between points in Arkansas, Louisiana and Mississippi, (4) between points in Kansas, Oklahoma, and Texas, (5) between points in Texas, on the one hand, and, on the other, points in New Mexico, Colorado, Utah, and Wyoming, and (6) between points in Louisiana, Texas, and Arkansas.

NOTE: Applicant states that no duplicating authority is requested. If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 79999 (Sub-No. 1), filed May 8, 1964. Applicant: W. E. PITTMAN TRUCKING, INC., Box 83, Midland, Tex. Applicant's attorney: Austin L. Hatchell, Suite 1102, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *(1) Earth drilling machinery and equipment, (2) machinery, equipment materials, supplies and pipe, incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance and dismantling of drilling machinery and*

equipment, or (b) digging of slush pits and cleaning, preparing, construction or maintining drilling sites, (3) machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission, and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells, between points in Oklahoma, Kansas, Texas, New Mexico, and Louisiana.

NOTE: Applicant states no duplicating authority is requested. If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 85469 (Sub-No. 4), filed May 8, 1964. Applicant LEWIE MONTGOMERY TRUCKING COMPANY, a corporation, Post Office Box 432, Odessa, Tex. Applicant's attorney: Austin L. Hatchell, Suite 1102, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *(I) Earth-drilling machinery, and equipment, (II) machinery, equipment, materials, supplies and pipe*, incidental to, used in, or in connection with the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery, and equipment, or digging of slush pits and cleaning, preparing, constructing or maintaining drilling sites, and *(III) machinery, equipment, materials, supplies, and pipe*, incidental to, used in, or in connection with the completion of holes or wells drilled, the production, storage, transmission, and distribution of commodities resulting from drilling operations, or injection or removal of commodities into or from holes or wells, between points in New Mexico, Oklahoma, Kansas, and Texas.

NOTE: Applicant states "no duplicating authority is requested." If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 92983 (Sub-No. 433), filed May 7, 1964. Applicant: ELDON MILLER, INC., Post Office Drawer 617, 531 Walnut Street, Kansas City, Mo., 64141. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Building materials*, from points in that portion of Wisconsin bounded by a line beginning at the junction of the Illinois-Wisconsin State line and Wisconsin Highway 78, thence proceeding to Portage, thence following U.S. Highway 51 to Stevens Point, thence following U.S. Highway 10 to the Mississippi River, thence following the Mississippi River to the Illinois-Wisconsin State line, thence following the Illinois-Wisconsin State line to its junction with Wisconsin Highway 78, including all points on the indicated highways, to points in Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, and Ohio.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo.

No. MC 95540 (Sub-No. 583), filed May 11, 1964. Applicant: WATKINS MOTOR LINES, INC., Albany Highway, Thomasville, Ga. Applicant's representative: Jack M. Holloway (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cotton; textile and textile products*, made of natural or synthetic fibres and/or metallic yarn or mixtures thereof; *metallic yarn; dry goods; rugs; carpets; carpeting; carpeting products; manufactured textile products;* and (2) *commodities*, the transportation of which is partially exempt under the provisions of section 203(b)(6) of the Interstate Commerce Act if transported in vehicles not used in carrying any other property, when moving in the same vehicle at the same time with commodities described in (1), between points in Alabama, Georgia, and Tennessee, on the one hand, and, on the other, points in Idaho, Nevada, Oregon, Utah, and Washington.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Chattanooga, Tenn.

No. MC 95540 (Sub-No. 584), filed May 11, 1964. Applicant: WATKINS MOTOR LINES, INC., Albany Highway, Thomasville, Ga. Applicant's representative: Jack M. Holloway (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cotton; textiles and textile products*, made of natural or synthetic fibres and/or metallic yarn or mixtures thereof; *metallic yarn; dry goods; rugs; carpet; carpeting; carpeting products; manufactured textile products;* and (2) *commodities*, the transportation of which is partially exempt under the provisions of section 203(b)(6) of the Interstate Commerce Act if transported in vehicles not used in carrying any other property, when moving in the same vehicle at the same time with commodities described in (1), between points in North Carolina and South Carolina, on the one hand, and, on the other, points in Arizona, California, Idaho, Nevada, Oregon, Utah, and Washington.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Columbia, S.C.

No. MC 96774 (Sub-No. 2), filed May 4, 1964. Applicant: B. J. FITZWATER, doing business as SALTON TRUCK LINE, Post Office Box 241, Salina, Kans. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, between junction of Kansas Highways 18 and 181 and Tipton, Kans., over Kansas Highway 181, serving all intermediate points.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests that it be held at Topeka, Kans.

No. MC 99940 (Sub-No. 2), filed May 12, 1964. Applicant: PURITAN EXPRESS CO. OF SPRINGFIELD, INC., 70 Windsor, West Springfield, Mass. Applicant's representative: William L. Mobley, Rooms 311–315, 1694 Main Street, Springfield 3, Mass., 01103. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except commodities of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment), between points in Berkshire, Franklin, Hampden, Hampshire, and Worcester Counties, Mass.

NOTE: If a hearing is deemed necessary applicant requests it be held at Hartford, Conn.

No. MC 100666 (Sub-No. 61), filed May 7, 1964. Applicant: MILTON TRUCK LINES, INC., Post Office Box 7295, Shreveport, La. Applicant's attorney: Wilburn L. Williamson, 443–54 American National Building, Oklahoma City, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cement asbestos products, and fittings, materials, and accessories* for the installation thereof, from Ragland, Ala., to points in Louisiana, Mississippi, Arkansas, Missouri, Kansas, Oklahoma, Texas, Tennessee, Kentucky, and New Mexico.

NOTE: If a hearing is deemed necessary applicant requests that it be held at Birmingham, Ala.

No. MC 101075 (Sub-No. 87), filed May 11, 1964. Applicant: TRANSPORT, INC., 1215 Center Avenue, Moorhead, Minn. Applicant's attorney: Ronald B. Pitsenbarger (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, from Moorhead, Minn., and points within 5 miles thereof, to points in North Dakota west of North Dakota Highway 32.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 101888 (Sub-No. 2), filed May 11, 1964. Applicant: MERRILL DYNAMITE COMPANY OF MIAMI, a corporation, 1270 NW. 11th Street, Miami, Fla. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Dynamite and blasting supplies*, between Miami, Fla., and points in Florida.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Miami, Fla.

No. MC 105387 (Sub-No. 32), filed May 11, 1964. Applicant: R. A. CORBETT (GRACE LEE CORBETT, INDEPENDENT EXECUTRIX) doing business as R. A. CORBETT TRANSPORT, Post Office Box 86, Lufkin, Tex. Applicant's attorney: Ewell H. Muse, Jr., Suite 415, Perry Brooks Building, Austin, Tex., 78701. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Corn syrup*, in bulk, in tank vehicles, from Lufkin, Tex., to points in Louisiana, Oklahoma, and Texas.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Houston, Tex.

No. MC 106069 (Sub-No. 9), filed May 8, 1964. Applicant: D. E. McALISTER GRAHAM, doing business as McALISTER TRUCKING CO., a partnership, Post Office Box 839, Abilene, Tex. Applicant's attorney: Ewell H. Muse, Jr., Perry Brooks Building, Austin, Tex., 78701. Authority sought to operate as a

common carrier, by motor vehicle, over irregular routes, transporting: (1) *Earth drilling machinery and equipment*, (2) *machinery, equipment, materials, supplies, and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, or (b) digging of slush pits and clearing, preparing, constructing, or maintaining drilling sites, (3) *machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission, and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells, between points in Texas, Oklahoma, Louisiana, and New Mexico.

NOTE: If a hearing is deemed necessary applicant requests that it be held at Dallas, Tex.

No. MC 106398 (Sub-No. 228), filed May 11, 1964. Applicant: NATIONAL TRAILER CONVOY, INC., 1925 National Plaza, Tulsa, Okla. Applicant's attorney: Harold G. Hernly, 711 14th Street NW., Washington, D.C., 20005. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles, in initial movemens, in truckaway service, from points in Kentucky (except Middlesboro) to points in the United States (except Alaska and Hawaii).

NOTE: Common control may be involved. If a hearing is deemed necessary applicant requests that it be held at Louisville, Ky.

No. MC 106407 (Sub-No. 20), filed May 7, 1964. Applicant: T. E. MERCER TRUCKING COMPANY, a corporation, 920 North Main Street, Fort Worth, Tex. Applicant's attorney: Reagan Sayers, Century Life Building, Fort Worth, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pipe, pipe fittings, pipe connections, and pipe couplings* (except those used in or in connection with the discovery, development, production, refining, manufacturing, processing, storage, transmission, and distribution of natural gas and petroleum and their products and byproducts), between Lone Star and Bond, Tex., on the one hand, and, on the other, points in Alabama, Arkansas, Florida, Georgia, Kansas, Louisiana, Mississippi, Missouri, Oklahoma, and Tennessee.

NOTE: If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 106509 (Sub-No. 17), filed May 14, 1964. Applicant: YOUNGER BROS.-J. M. ENGLISH TRUCK LINES, INC., Post Office Box 14066, 4904 Griggs Road, Houston, Tex. Applicant's attorney: Ewell H. Muse, Jr., Suite 415, Perry Brooks Building, Austin, Tex., 78701. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Earth-drilling machinery and equipment;* (2) *machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the transportation installation, removal, operation, repair, servicing, maintenance and dismantling of drilling machinery and equipment, and (b) digging of slush pits and clearing, preparing, constructing or maintaining drilling sites; and* (3) *machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission and distribution of commodities resulting from drilling operations, and (c) injection or removal of commodities into or from holes or wells,* (A) between points in Lea and Eddy Counties, N. Mex., and points in Texas, Oklahoma, Louisiana, Kansas, Mississippi, Alabama, Florida, and Georgia, (B) between points in Texas, on the one hand, and, on the other, points in Colorado, Wyoming, Utah, Montana, North Dakota, and South Dakota, and (C) between points in Texas, Oklahoma, and Lea and Eddy Counties, N. Mex., on the one hand, and, on the other, points in Nevada.

NOTE: Applicant states no duplicating authority is sought. It presently holds authority to transport *Mercer* case oilfield and pipeline commodities between same points and within same territory, as set forth above. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 106657 (Sub-No. 30), filed May 4, 1964. Applicant: MACHINERY & MATERIALS CORPORATION, 3200 Gibson Transfer Road, Hammond, Ind. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Pig iron*, in bulk, in dump vehicles, from Milwaukee, Wis., to points in Illinois, Indiana, Iowa, Michigan, and Minnesota.

NOTE: If a hearing is deemed necessary applicant requests it be held at Chicago, Ill.

No. MC 107993 (Sub-No. 11), filed May 4, 1964. Applicant: J. J. WILLIS TRUCKING COMPANY, a corporation, 306 East Second Street, Odessa, Tex. Applicant's attorney: Jerry Prestridge, Post Office Box 1148, Austin, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Drilling machinery and equipment*, (2) *machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance and dismantling of drilling machinery and equipment, or (b) digging of slush pits, and clearing, preparing, constructing or maintaining drilling sites, and (3) *machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with (a) the completion of holes or wells, drilled, (b) the production, storage, transmission and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells, (1) between points in Louisiana, Texas, New Mexico, and Arizona and (2) between points in Kansas, Oklahoma, and Texas.

NOTE: Applicant states no duplication of authority is sought. Applicant does propose to tack the separately described territorial paragraphs so as to perform through service thereunder.

No. MC 108449 (Sub-No. 179), filed May 5, 1964. Applicant: INDIANHEAD TRUCK LINE, INC., 1947 West County Road C, St. Paul, Minn., 55113. Applicant's attorney: Glenn W. Stephens, 121 West Doty Street, Madison 3, Wis. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fly ash*, in bulk, from points in Burnsville Township (Dakota County), Minn., and from St. Paul, Minn., to points in Iowa, Minnesota, North Dakota, South Dakota, and Wisconsin.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 109649 (Sub-No. 8), filed May 14, 1964. Applicant: L. P. TRANSPORTATION, INC., Chester, N.Y. Applicant's attorney: Edward M. Alfano, 2 West 45th Street, New York 36, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gases*, in bulk, in tank vehicles, from points on the Allegheny Pipeline Company or Texas-Eastern Transmission Corp. (Little Big Inch Division) Pipelines in Pennsylvania 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.

NOTE: If a hearing is deemed necessary, applicant requests that it be held at Washington, D.C.

No. MC 110525 (Sub-No. 655), filed May 8, 1964. Applicant: CHEMICAL LEAMAN TANK LINES, INC., 520 East Lancaster Avenue, Downingtown, Pa. Applicant's attorneys: Leonard A. Jaskiewcz, 1155 15th Street NW., Madison Building, Washington, D.C., 20005 and Edwin H. van Deusen, 520 East Lancaster Avenue, Downingtown, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Aluminum sulphate*, dry, in bulk, from Claymont, Del., to points in Pennsylvania.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 110817 (Sub-No. 10), filed May 4, 1964. Applicant: E. L. FARMER & COMPANY, a corporation, 300 South Grant, Odessa, Tex. Applicant's attorney: Jerry Prestridge, Post Office Box 1148, Austin, Tex. 78763. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Drilling machinery and equipment; Machinery, equipment, materials, supplies and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance and dismantling of drilling machinery and equipment, or (b) digging of slush pits, and clearing, preparing, constructing or maintaining drilling sites; *machinery, equipment mate-*

rials, supplies and pipe incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells, (1) between points in Texas, Oklahoma, and Lea and Eddy Counties, N. Mex., on the one hand, and, on the other, points in Nevada, (2) between points in New Mexico, Texas, Oklahoma, and Kansas, (3) between points in Kansas, New Mexico, Oklahoma, and Texas, on the one hand, and, on the other, points in Arizona, Colorado, Utah, and Wyoming, (4) between points in Texas, on the one hand and, on the other, points in Montana, (5) between points in Alabama, Arkansas, Florida, Louisiana, and Texas, and (6) between points in Mississippi, on the one hand, and, on the other, points in Alabama and Florida.

NOTE: Applicant states that no duplication of authority is sought, and that it proposes to join or tack the separate movements above so as to perform a through service. If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 111485 (Sub-No. 7) (CORRECTION), filed April 20, 1964, published in FEDERAL REGISTER, issue of May 6, 1964, and republished as corrected, this issue. Applicant: PASCHALL TRUCK LINES, INC., Murray, Ky. Applicant's attorney: R. Connor Wiggins, Jr., 710 Sterick Building, Memphis, Tenn. The purpose of this republication is to specify that carrier seeks authority over *regular routes* rather than *irregular* as shown in the previous publication.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Paducah, Ky.

No. MC 111545 (Sub-No. 63), filed May 14, 1964. Applicant: HOME TRANSPORTATION COMPANY, INC., 334 South Four Lane Highway, Marietta, Ga. Applicant's attorney: Paul M. Daniell, Suite 214–217, Standard Federal Building, Atlanta, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Radiators, air heating or cooling, iron and steel combined with other metal; radiators, air heating or cooling, aluminum, brass, bronze or copper; cooling or freezing machines; condensers, equalizers, or exchangers, gas or liquid; coolers, heat exchangers, or equalizers for air, gas, or liquids; air coolers, heaters, humidifiers, dehumidifiers or washers and blowers or fans combined; blowers, rotary or exhaust fans, iron; compressors, or pumps, gas or liquid; electric motors, or parts; machinery parts, iron or steel; machinery parts, aluminum, brass, bronze, or copper, and* (2) *parts, attachments and accessories of and for the commodities described* in (1) above, from La Crosse, Wis., to points in Alabama, Florida, Georgia, North Carolina, South Carolina, Virginia, Mississippi, and Tennessee.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga.

No. MC 111812 (Sub-No. 238) (AMENDMENT), filed January 23, 1964, published in FEDERAL REGISTER, issue of February 6, 1964, amended May 11, 1964 and republished as amended this issue. Applicant: MIDWEST COAST TRANSPORT, INC., Wilson Terminal Building, Post Office Box 747, Sioux Falls, S. Dak., 57101. 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, meat byproducts and articles distributed by meat packinghouses*, as described in Appendix I in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except in bulk and in tank vehicles), from Grand Island, Nebr., to points in Connecticut, Delaware, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and the District of Columbia, Minnesota, North Dakota, and South Dakota.

NOTE: If a hearing is deemed necessary applicant requests it be held at Chicago, Ill. The purpose of this republication is to include Minnesota, North Dakota and South Dakota as destination States.

No. MC 111812 (Sub-No. 245) (AMENDMENT), filed April 3, 1964, published FEDERAL REGISTER, issue April 15, 1964, republished as amended, April 22, 1964, republished as further amended this issue. Applicant: MIDWEST COAST TRANSPORT, INC., Post Office Box 747, Sioux Falls, S. Dak., 57101. 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: *Frozen pies, frozen potato products, frozen fruits, frozen berries, frozen vegetables, frozen fruit juice concentrates*, from points in California, Oregon, and Washington, to Burley, Caldwell, Heyburn, American Falls, Boise, Nampa, and Pocatello, Idaho, and Ontario, Oreg., for storage-in-transit and subsequent outbound movement to points in Illinois, Iowa, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, and Wisconsin.

NOTE: Applicant states that no duplicating authority is sought. Common control may be involved. The purpose of this republication is to add "frozen pies and frozen potato products," and the in-transit points of Burley, Caldwell, and Heyburn, Idaho. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 112520 (Sub-No. 106), filed May 6, 1964. Applicant: McKENZIE TANK LINES, INC., New Quincy Road, Tallahassee, Fla. Applicant's attorney: Sol H. Procter, 1730 Lynch Building, Jacksonville 2, Fla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Chemicals*, in bulk, in tank vehicles, from points in Santa Rosa County, Fla., to points in Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, and Virginia.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga., or Jacksonville, Fla.

No. MC 112750 (Sub-No. 195), filed May 8, 1964. Applicant: ARMORED CARRIER CORPORATION, 222–17 Northern Boulevard, Bayside, N.Y. Applicant's attorney: Russell S. Bernhard, 1625 K Street, NW., Washington, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Commercial papers, documents and written instruments* (except coin, currency, bullion and negotiable securities) *as are used in the conduct of the business of banks and banking institutions*, between St. Louis, Mo., on the one hand, and, on the other, points in Davieess and Martin Counties, Ind.; *and* (2) *exposed and processed film and prints, complimentary replacement film, incidental dealer handling supplies consisting of labels, envelopes and packaging materials, and advertising literature moving therewith* (excluding motion picture film used primarily for commercial theater and television exhibition), between St. Louis, Mo., on the one hand, and, on the other, Jacksonville, Olney, Belleville, Carmi, Carbondale, East St. Louis, and Herrin, Ill., and Evansville, Ind.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo.

No. MC 112750 (Sub-No. 196), filed May 8, 1964. Applicant: ARMORED CARRIER CORPORATION, 222–17 Northern Boulevard, Bayside, N.Y. Applicant's attorney: Russell S. Bernhard, 1625 K Street NW., Washington, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Lithographed and printed unused personalized checks and related unused miscellaneous bank documents*, from West Concord, Mass., to points in Connecticut, (2) *bank checks, drafts, and other bank stationery*, from Pawtucket, R.I., to points in Delaware, Maryland, New Jersey, Pennsylvania, District of Columbia, New York, N.Y., and points in Nassau and Suffolk Counties, N.Y., and (3) *exposed and processed film and prints, complimentary replacement film, incidental dealer handling supplies consisting of labels, envelopes and packaging materials, and advertising literature* moving therewith (excluding motion picture film used primarily for commercial theater and television exhibition), between Annapolis, Md., on the one hand, and, on the other, Washington, D.C.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests that it be held at Boston, Mass.

No. MC 112750 (Sub-No. 197), filed May 8, 1964. Applicant: ARMORED CARRIER CORPORATION, 222–17 Northern Boulevard, Bayside, N.Y. Applicant's attorney: Russell S. Bernhard, 1625 K Street NW., Washington, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Business records* and *payroll checks*, between Pittsburgh, Pa., on the one hand, and, on the other, Akron, Ashtabula, Cambridge, Cleveland, Dover, Marion, Sandusky, Toledo, and Youngstown, Ohio, (2) *glass products* and *commercial papers* (excluding plant removals and supplies), between Brockway (Jefferson County), Pa.,

on the one hand, and, on the other, Zanesville (Muskingum County), Ohio, and Parkersburg (Wood County), W. Va., and (3) *exposed and processed film and prints, complimentary replacement film, incidental dealer and handling supplies consisting of labels, envelopes and packaging materials,* and *advertising literature* moving therewith (excluding motion picture film used primarily for commercial theater and television exhibition), between points in Allegheny County, Pa., on the one hand, and, on the other, points in Cuyahoga and Columbiana Counties, Ohio, and Brooke and Hancock Counties, W. Va.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Pittsburgh, Pa.

No. MC 113158 (Sub-No. 4) (CORRECTION), filed April 28, 1964, published in FEDERAL REGISTER, issue of May 13, 1964, and republished as corrected, this issue. Applicant: TODD TRANSPORT COMPANY, INC., Secretary, Md. Applicant's attorney: V. Baker Smith, 2107 Fidelity-Philadelphia Trust Building, Philadelphia, Pa., 19109. This republication is merely to show the correct address of applicant's attorney as above. It was incorrectly stated in the previous publication.

No. MC 114045 (Sub-No. 137), filed May 14, 1964. Applicant: TRANS-COLD EXPRESS, INC., Post Office Box 5842, Dallas, Tex. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Food products,* from points in Massachusetts to points in Indiana.

NOTE: If a hearing is deemed necessary applicant requests that it be held at Washington, D.C.

No. MC 114045 (Sub-No. 138), filed May 15, 1964. Applicant: TRANS-COLD EXPRESS, INC., Post Office Box 5842, Dallas, Tex. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Meat, meat products, meat byproducts, and articles distributed by meat packinghouses* (other than in bulk in tank vehicles), as described in sections A, C, and D, Appendix I, in *Descriptions in Motor Carrier Certificates,* 61 M.C.C. 209 and 766, from the plant site of Agar Packing Company at or near Monmouth, Ill., to points in Connecticut, Delaware, District of Columbia, Kentucky, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Tennessee (except Memphis), Virginia, and West Virginia.

NOTE: If a hearing is deemed necessary, applicant requests that it be held at Dallas, Tex.

No. MC 114364 (Sub-No. 84), filed May 4, 1964. Applicant: WRIGHT MOTOR LINES, INC., 16th and Elm Streets, Rocky Ford, Colo. Applicant's attorney: Alvin J. Meiklejohn, Jr., Suite 526, Denham Building, Denver, Colo., 80202. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Composition lumber,* from Broken Bow, Okla., and points within 5 miles thereof, to points in Colorado, Arizona, Utah, and Wyoming.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 114364 (Sub-No. 87), filed May 18, 1964. Applicant: WRIGHT MOTOR LINES, INC., 16th and Elm Streets, Post Office Box 672, Rocky Ford, Colo. Applicant's attorney: Marion F. Jones, Suite 526, Denham Building, Denver, Colo., 80202. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Asphalt roofing products, asbestos roofing and siding products, and fiberglass insulation,* from Fort Worth, Tex., to points in Colorado.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 115022 (Sub-No. 8), filed May 13, 1964. Applicant: CHAMBERLAIN MOBILEHOME TRANSPORT, INC., 64 East Main Street, Thomaston, Conn. Applicant's attorney: Reubin Kaminsky, Suite 223, Asylum Street, Hartford 3, Conn. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Trailers,* designed to be drawn by passenger automobiles, and *camper bodies,* in initial movements, in tow-away or truck-away service, from Alfred, Maine, to points in the United States (except Alaska and Hawaii), and *empty containers or other such incidental facilities* (not specified) used in transporting the above described commodities, and *refused, damaged and rejected shipments,* on return.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Hartford, Conn.

No. MC 115322 (Sub-No. 40) (CLARIFICATION) filed April 20, 1964, published in FEDERAL REGISTER, issue May 6, 1964, and republished as clarified, this issue. Applicant: BLYTHE MOTOR LINES, INC., Post Office Box 1689, Sanford, Fla. Applicant's attorney: Frank B. Hand, Jr., 921 17th Street NW., Washington 6, D.C. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Canned animal food and canned goods,* from points in Massachusetts to points in Florida.

NOTE: The purpose of this republication is to show that applicant is presently authorized to transport frozen citrus concentrate and other frozen foods from points in Florida to points in Massachusetts and, therefore, is not now seeking this authority as was previously published. If a hearing is deemed necessary applicant requests that it be held at Boston, Mass.

No. MC 115594 (Sub-No. 9), filed May 14, 1964. Applicant: HOLLOWAY MOTOR EXPRESS, INC., Post Office Box 2337, East Gadsden, Ala. Applicant's attorney: R. J. Reynolds, Jr., Suite 403–11, Healey Building, Atlanta, Ga., 30303. Authority sought to operate as a *common carrier* by motor vehicle, over irregular routes, transporting: *Grain, grain products, grain byproducts, animal and poultry feeds and ingredients thereof,* from Alton, Ill., to points in that part of Alabama on the north of U.S. Highway 80, and points in that part of Georgia on and north of a line beginning at the Georgia-Alabama State line and extending along U.S. Highway 280 to junction U.S. Highway 80 and thence along U.S. Highway 80 to the Atlantic Ocean, and *damaged and rejected shipments* of the above-described commodities, on return.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga.

No. MC 115594 (Sub-No. 10), filed May 14, 1964. Applicant: HOLLOWAY MOTOR EXPRESS, INC., Post Office Box 2337, East Gadsden, Ala. Applicant's attorney: R. J. Reynolds, Jr., Suite 403–11, Healey Building, Atlanta, Ga., 30303. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Grain, grain products, grain byproducts, animal and poultry feeds and ingredients thereof,* from points in Kansas and Missouri (except St. Louis, Mo., and points within the St. Louis commercial zone, as defined by the Commission), to points in that part of Mississippi on and north of U.S. Highway 80, and *damaged and rejected shipments* of the above-described commodities, on return.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga.

No. MC 116004 (Sub-No. 10), filed May 11, 1964. Applicant: TEXAS-OKLAHOMA EXPRESS, INC., 2515 Irving Boulevard, Post Office Box 743, Dallas, Tex. Applicant's attorney: Reagan Sayers, Century Life Building, Fort Worth 2, Tex. 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), (1) between El Reno, Okla., and Shamrock, Tex., over U.S. Highway 66, (2) between Shamrock, Tex., and Amarillo, Tex., over U.S. Highway 66, and (3) between Borger, Tex., and Wheeler, Tex., over Texas Highway 152, serving no intermediate points, as an alternate route in connection with applicant's regular route operations between such points.

NOTE: If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 116004 (Sub-No. 11), filed May 11, 1964. Applicant: TEXAS-OKLAHOMA EXPRESS, INC., 2515 Irving Boulevard, Post Office Box 743, Dallas, Tex. Applicant's attorney: Reagan Sayers, Century Life Building, Fort Worth 2, Tex. 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 of Great Lakes Carbon Corporation located in Garfield County, Okla., as an off-route point in connection with applicant's authorized regular-route operations.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 116063 (Sub-No. 45), filed May 11, 1964. Applicant: WESTERN TRANSPORT CO., INC., 2400 Cold Springs Road, Post Office Box 270, Fort Worth, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Silica gel and silica gel catalyst*, dry, in bulk, from Paulsboro, N.J., to points in Colorado, Kansas, Louisiana, New Mexico, Oklahoma, and Texas.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 117344 (Sub-No. 122), filed May 18, 1964. Applicant: THE MAXWELL CO., 10380 Evendale Drive, Cincinnati 15, Ohio. Applicant's attorneys: Herbert Baker and James R. Stiverson, 50 West Board Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Buffing, polishing, and abrasive compounds*, in bulk, in tank vehicles, from Cincinnati, Ohio, to points in Arkansas, Louisiana, Missouri, Tennessee, and Texas.

NOTE: If a hearing is deemed necessary, applicant requests that it be held at Columbus, Ohio.

No. MC 117416 (Sub-No. 13), filed May 7, 1964. Applicant: NEWMAN AND PEMBERTON CORPORATION, 20007 University Avenue NW., Knoxville 21, Tenn. Applicant's attorney: William P. Sullivan, 1825 Jefferson Place NW., Washington 36, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Canned and preserved foodstuffs*, from points in Anderson, Cocke, Knox, and Sevier Counties, Tenn., to points in Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, Ohio, South Carolina, Virginia, and West Virginia.

NOTE: If a hearing is deemed necessary applicant requests it be held at Washington, D.C.

No. MC 117815 (Sub-No. 24), filed May 11, 1964. Applicant: PULLEY FREIGHT LINES, INC., 2341 Easton Boulevard, Des Moines, Iowa, 50317. Applicant's representative: William A. Landau, 1307 East Walnut, Des Moines 16, Iowa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts,* and *articles distributed by meat packinghouses*, as described in sections A and C, Appendix I, in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk, in tank vehicles, and except hides), (1) from Denison, and Sioux City, Iowa, to points in Illinois, Wisconsin, and the upper peninsula of Michigan, (2) from Fort Dodge, Iowa, to points in Illinois and (3) from Perry, Iowa, to points in Wisconsin, the upper peninsula of Michigan and Illinois (except those in the Chicago, Ill., commercial zone as defined by the Commission).

NOTE: If a hearing is deemed necessary applicant requests it be held at Des Moines, Iowa.

No. MC 119774 (Sub-No. 2), filed May 8, 1964. Applicant: MARY ELLEN STIDHAM, N. M. STIDHAM, A. E. MANKINS, AND JAMES E. MANKINS, SR., doing business as EAGLE TRUCKING COMPANY, a partnership, Post Office Box 471, Kilgore, Tex. Applicant's attorney: Ewell H. Muse, Jr., Suite 415, Perry-Brooks Building, Austin, Tex., 78701. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Earth drilling machinery and equipment; machinery, equipment, materials, supplies, and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, or (b) digging of slush pits and clearing, preparing, constructing, or maintaining drilling sites; and *machinery, equipment, materials, supplies, and pipe* incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission, and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells, (1) between points in Arkansas, Louisiana, Mississippi, and Texas, (2) between points in Louisiana, Arkansas, Mississippi, and Texas, on the one hand, and, on the other, points in Georgia, Alabama and Florida, (3) between points in Texas, on the one hand, and, on the other, points in Colorado, Wyoming, Utah, and Montana, (4) between points in Kansas, Oklahoma, and that part of Texas on and north of U.S. Highway 84, and (5) between points in Alabama, Georgia, and Florida.

NOTE: Applicant states that it seeks no duplicating authority. Applicant presently holds authority to transport *Mercer* case oilfield and pipeline commodities between same points and within same territory set forth above. If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 119778 (Sub-No. 67), filed May 7, 1964. Applicant: REDWING CARRIERS, INC., Post Office Box 34, Powderly Station, Birmingham, Ala. Applicant's attorney: J. Douglas Harris, 413–414 Bell Building, Montgomery, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry alum*, in bulk, in tank and hopper vehicles, from East Point, Ga., to Coosa Pines, Ala.

NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Montgomery, Ala.

No. MC 119897 (Sub-No. 6), filed May 14, 1964. Applicant: GREAT WESTERN MOTOR LINES, INC., Post Office Box 607, Richmond, Tex. Applicant's attorney: Rufus H. Lawson, 106 Bixler Building, 2400 Northwest 23d Street, Oklahoma City 7, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Corrosion-inhibiting compounds, emulsion-breaking compounds, paraffin solvents, scale-inhibiting compounds, water treating and softening compounds, and chemicals and compounds used in the processing of crude oil*, in drums, kegs, packages, bags, and containers, between points in Colorado, Idaho, Iowa, Kansas, Montana, Nebraska, Nevada, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 119897 (Sub-No. 7), filed May 15, 1964. Applicant: GREAT WESTERN MOTOR LINES, INC., Post Office Box 607, Richmond, Tex. Applicant's attorney: Rufus H. Lawson, 106 Bixler Building, 2400 Northwest 23d Street, Oklahoma City 7, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Earth drilling machinery and equipment*, (2) *machinery equipment, materials, supplies*, and *pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, or (b) digging of slush pits and clearing, preparing, constructing, or maintaining drilling sites, (3) *machinery, equipment, materials, supplies*, and *pipe* incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission, and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells. (A) between points in Missouri, Kansas, Oklahoma, and points in that part of Illinois within 150 miles of St. Louis, Mo., (B) between points in Louisiana and Texas, and (C) between Iowa Park, Tex., and points within 100 miles of Iowa Park, on the one hand, and, on the other, points in Oklahoma, and points in Lea and Eddy Counties, N. Mex.

NOTE: Applicant states (1) it seeks no duplicating authority, (2) it presently holds authority to transport *Mercer* case oilfield and pipeline commodities between same points and within same territory set forth above, and (3) if a hearing is deemed necessary, it requests that it be held in Dallas, Tex.

No. MC 119944 (Sub-No. 3), filed May 11, 1964. Applicant: BROCKWAY FAST MOTOR FREIGHT, INC., 563 Central Avenue, Somerville, N.J. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Sodium sulfite, sodium bisulfite, sodium hyposulfite*, and *aluminum sulfate*, dry, in bulk, from Claymont, Del., to Rochester, N.Y., and (2) *soda ash*, dry, in bulk, from Solvay, N.Y., to Claymont, Del., and *rejected, returned, and damaged shipments*, on return in (1) and (2) above.

NOTE: If a hearing is deemed necessary, applicant requests it be held at New York, N.Y., or Washington, D.C.

No. MC 119960 (Sub-No. 1), filed May 8, 1964. Applicant: C. L. HOLDER TRUCKING COMPANY, a corporation, 810 West Austin Street, Kermit, Tex. Applicant's attorney: Austin L. Hatchell, Suite 1102, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transport-

ing: (1) *Earth drilling machinery and equipment,* (2) *machinery, equipment, materials, supplies, and pipe incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance,, and dismantling of drilling machinery and equipment,* or (b) *digging of slush pits, and cleaning, preparing, construction, or maintaining drilling sites,* (3) *machinery, equipment, materials, supplies and pipe incidental to, used in, or in connection with (a) the completion of holes or wells drilled,* (b) *the production, storage, transmission, and distribution of commodities resulting from drilling operations,* or (c) *injection or removal of commodities into or from holes or wells,* between points in Texas, Oklahoma, New Mexico, and Kansas, and between points in Texas, and points in Beaver, Cimarron, and Texas Counties, Okla., on the one hand, and, on the other, points in that part of Colorado on and east of U.S. Highway 85, and on and south of U.S. Highway 24.

NOTE: If a hearing is deemed necessary applicant requests it be held at Dallas, Tex.

No. MC 120104 (Sub-No. 2), filed May 11, 1964. Applicant: BORDER EXPRESS LINES, INC., 257 Fourth Street, Buffalo, N.Y. Applicant's attorney: R. H. Wile, Liberty Bank Building, Buffalo, N.Y. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *General commodities,* (1) from points in Erie County, N.Y., to points in Niagara County, N.Y., and (2) from points in Wyoming County, N.Y., to points in Erie County, N.Y.

NOTE: If a hearing is deemed necessary applicant requests it be held at Buffalo, N.Y.

No. MC 120257 (Sub-No. 5), filed May 15, 1964. Applicant: K. L. BREEDEN & SONS, INC., 401 Alamo Street, Terrell, Tex. Applicant's attorney: Rufus H. Lawson, 106 Bixler Building, 2400 Northwest 23d Street, Oklahoma City, Okla. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: (1) *Earth drilling machinery and equipment,* (2) *machinery, equipment, materials, supplies, and pipe* incidental to, used in, or in connection with (a) the transportation, installation, removal, operation, repair, servicing, maintenance, and dismantling of drilling machinery and equipment, or (b) digging of slush pits and clearing, preparing, construction, maintaining drilling sites, (3) *machinery, equipment, materials, supplies, and pipe* incidental to, used in, or in connection with (a) the completion of holes or wells drilled, (b) the production, storage, transmission, and distribution of commodities resulting from drilling operations, or (c) injection or removal of commodities into or from holes or wells, between points in Oklahoma, Kansas, and Texas.

NOTE: (1) Applicant seeks no duplicating authority. (2) Applicant presently holds authority to transport Mercer case oilfield and pipeline commodities between same points and within same territory set forth in item II above. (3) If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 121107 (Sub-No. 5), filed May 5, 1964. Applicant: PITT COUNTY TRANSPORTATION CORPORATION, INC., Highway 258, Farmville, N.C. Applicant's attorney: John Hill Paylor, 108 East Wilson Street, Farmville, N.C., 27828. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Terra cotta pipe,* from Milledgeville and Harlem, Ga., and points within 20 miles of Columbia, S.C., to points in North Carolina, and *exempt commodities,* on return.

NOTE: If a hearing is deemed necessary applicant requests that it be held at Raleigh, N.C.

No. MC 123048 (Sub-No. 41), filed May 15, 1964. Applicant: DIAMOND TRANSPORTATION SYSTEM, INC., 1919 Hamilton Avenue, Racine, Wis. Applicant's attorney: Glenn W. Stephens, 121 West Doty Street, Madison, Wis. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: (1) *Farm machinery,* (2) *agricultural implements,* (3) *barn cleaners,* (4) *cattle feeding systems,* (5) *barn equipment,* (6) *silo unloaders,* and (7) *parts* and *attachments* of the commodities described in (1), (2), (3), (4), (5), and (6), when moving with the units of which they are a part (except commodities, the transportation of which requires the use of special equipment or special handling), between Harvard, Ill., and Vinton, Iowa, on the one hand, and, on the other, points in Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Milwaukee or Madison, Wis.

No. MC 123169 (Sub-No. 5), filed May 15, 1964. Applicant: McKEVITT TRUCKING LIMITED, a corporation, Hilldale Road, Rural Route 2, Port Arthur, Ontario, Canada. Applicant's attorney: Val M. Higgins, 1000, First National Bank Building, Minneapolis, Minn. Authority sought to operate as a *contract carrier,* by motor vehicle, over irregular routes, transporting: (I) *Lumber and lumber mill products,* from the port of entry located at or near Sault Ste. Marie, Mich., on the international boundary line between the United States and Canada, to points in Minnesota, Wisconsin, and that part of Illinois on and north of a line begininng at the Illinois-Indiana State line located at or near Sheldon, Ill., and extending along U.S. Highway 24 to Peoria, Ill., and thence along U.S. Highway 150, to the Illinois-Iowa State line, (II) *dry wood-preserving compounds,* from Minneapolis, Minn., to the port of entry located at or near Sault Ste. Marie, Mich., on the international boundary line between the United States and Canada, and (III) *pole treating oil,* in bulk, in sealed tank containers, from St. Paul, Minn., to the port of entry located at or near Sault Ste. Marie, Mich., on the international boundary line between the United States and Canada.

NOTE: Applicant states "the authority herein to be performed for the account of Northern Wood Preservers, Limited." The applicant states it is presently authorized to render all of the above service by using the port of entry at or near Pigeon River, Minn. This application merely seeks authority to use the port of entry at or near Sault Ste. Marie, Mich., as an alternate border-crossing point. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 123169 (Sub-No. 6), filed May 15, 1964. Applicant: McKEVITT TRUCKING LIMITED, a corporation, Hilldale Road., Rural Route No. 2, Port Arthur, Ontario, Canada. Applicant's attorney: Val M. Higgins, 1000, First National Bank Building, Minneapolis, Minn., 55402. Authority sought to operate as a *contract carrier,* by motor vehicle, over irregular routes, transporting: *Lumber and lumber mill products,* from the ports of entry on the international boundary line between the United States and Canada located at or near Sault Ste. Marie, Mich., and Pigeon River, Minn., to points in Michigan.

NOTE: Applicant states that the proposed operations will be performed for the account of Northern Wood Preservers, Limited. If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn.

No. MC 123314 (Sub-No. 2), filed May 11, 1964. Applicant: JOHN F. WALTER, Post Office Box 175, Newville, Pa. Applicant's attorney: Henry M. Wick, Jr., 1515 Park Building, Pittsburgh, Pa. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: *Sugar,* from Cincinnati, Fremont, Ottawa, and Findlay, Ohio, and Gary, Ind., to Brave (Greene County), Pa.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Pittsburgh, Pa.

No. MC 123383 (Sub-No. 13), filed May 11, 1964. Applicant: BOYLE BROTHERS, INC., 256 River Road, Edgewater, N.J. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *common carrier,* by motor vehicle, over irregular routes, transporting: (1) *Soduim sulfite, sodium bisulfite, sodium hyposulfite,* and *aluminum sulfate,* dry, in bulk, from Claymont, Del., to Rochester, N.Y., and (2) *soda ash,* dry, in bulk, from Solvay, N.Y., to Claymont, Del., and *damaged, returned, or rejected shipments,* in (1) and (2) above, on return.

NOTE: If a hearing is deemed necessary, applicant requests that it be held at New York, N.Y., or Washington, D.C.

No. MC 124221 (Sub-No. 6), filed May 15, 1964. Applicant: HOWARD BAER, 821 East Dunne Street, Morton, Ill. Applicant's attorney: Robert W. Loser, 408 Chamber of Commerce Building, Indianapolis, Ind. Authority sought to operate as a *contract carrier,* by motor vehicle, over irregular routes, trans-

porting: *Ice cream, ice mix, ice milk, sherbet, water ices, vegetable-fat frozen desserts, water ice bars, fudge bars, ice cream bars (stick and stickless), ice cream cups, ice cream sandwiches, ice cream cake rolls, and ice cream pies,* in containers, in mechanically refrigerated vehicles, from Detroit, Mich., to points in Ohio.

NOTE: The applicant states the proposed service is "to be limited to a transportation service to be performed under a continuing contract, or contracts with Sealtest Food Division of National Dairy Products Corporation of New York, N.Y." If a hearing is deemed necessary applicant requests it be held at Detroit, Mich., or Cleveland, Ohio.

No. MC 124796 (Sub-No. 10), filed May 11, 1964. Applicant: CONTINENTAL CONTRACT CARRIER CORP., 7236 East Slauson, Los Angeles 13, Calif. Applicant's attorney: J. Max Harding, Box 2028, Lincoln, Nebr., 68501. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Articles used in the manufacture, and distribution of toilet preparations and toilet articles, and germicides;* other than commodities in bulk in tank vehicles, from points in California to Chicago, and Carpentersville, Ill., and *exempt commodities* on return.

NOTE: Applicant states that the proposed service will be under a continuing contract with the Alberto-Culver Company. If a hearing is deemed necessary applicant requests it be held at Chicago, Ill.

No. MC 125831 (Sub-No. 1), filed May 11, 1964. Applicant: GARLAND H. CHRISTIAN, Rogersville, Mo. Applicant's attorney: Turner White, 805 Woodruff Building, Springfield, Mo., 65806. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Oak flooring, wooden pallets, wooden shipping bases, and related wood items,* (A) between West Plains and Springfield, Mo., on the one hand, and, on the other, Harrison, Ark., and (B) from West Plains and Springfield, Mo. and Harrison, Ark. to points in Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Nebraska, South Dakota, and Wisconsin, and (2) *steel strapping,* from Chicago, Ill., to West Plains and Springfield, Mo., and Harrison, Ark.

NOTE: If a hearing is deemed necessary applicant requests that it be held at Kansas City, Mo.

No. MC 126226, filed May 1, 1964. Applicant: BART L. P. GAS CORP., Woodridge, Sullivan County, N.Y. Applicant's attorney: Arthur J. Piken, 160–16 Jamaica Avenue, Jamaica 32, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Propane gas,* in bulk, in tank vehicles, from Newark and Perth Amboy, N.J., Philadelphia, Pa., and Delaware City, Del., to Woodbridge, Parsippany, Keyport, Oxford, Hackettstown, Wood-Ridge, Wharton, and Dover, N.J., Woodridge, Afton, Smithtown, Port Jervis, Westbury, and Yonkers, N.Y., and Richlandtown and Olyphant, Pa., and *empty containers or other such incidental facilities* (not specified) used in transporting the above-specified commodities, on return.

NOTE: This application is filed with a Petition to Dismiss. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 126240, filed May 7, 1964. Applicant: NORMAN SPRESSER, doing business as SPRESSER TRUCK LINE, Selden, Kans. Applicant's attorney: John E. Jandera, 641 Harrison Street, Topeka, Kans. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Feed and feed ingredients,* between St. Joseph, Mo., on the one hand, and, on the other, points in Decatur, Sheridan, Gove, Logan, Wallace, Sherman, Thomas Rawlins, and Cheyenne Counties, Kans., and points in Franklin, Kerney, Buffalo, Harlan, Furnas, Red Willow, Hitchcock, Dundy, Chase, Hays, Frontier, Gosper, Phelps, Dawson, Lincoln, Keith, and Perkins, Nebr.

NOTE: If a hearing is deemed necessary applicant requests it be held at Topeka, Kans.

No. MC 126241, filed May 7, 1964. Applicant: PRYOR TRUCKING, INC., 816 Orleans Avenue, Keokuk, Iowa. Applicant's representative: Kenneth F. Dudley, 901 South Madison Avenue, Post Office Box 622, Ottumwa, Iowa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Boxes, pulpboard and fiberboard; sheets, pulpboard and fiberboard, flat; pallets, knocked down and set up, pulpboard and fibreboard; pulpboard and fibreboard, in rolls, corrugated and not corrugated; scrap paper, in bales; starch and chemicals, used in the manufacture of glue; materials and supplies, used in box making including printing ink, wax, tape, stitching wire, bundling twine and wire; and paper and box making machinery,* between Keokuk, Iowa, on the one hand, and, on the other, points in Illinois and Missouri.

NOTE: If a hearing is deemed necessary applicant requests it be held at Des Moines, Iowa.

No. MC 126244, filed May 11, 1964. Applicant: ADAMS CARTAGE CO., INC., 355 Oak Street, Macon, Ga. Applicant's attorney: Robert E. Hicks, 310 Fulton Federal Building, Atlanta, Ga., 30303. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Boards, building, wall or insulating, fibreboard or pulpboard made of vegetable, wood and/or mineral fibre and furring, iron or steel,* and *plastic panels* when shipped in the same vehicle for the account of Armstrong Cork Company, Lancaster, Pa., from Macon and Armstrong, Ga., to points in Alabama and Tennessee, and *rejected shipments* of the above-described commodities, on return; and (2) *clay* in bags, *synthetic resins, plasticizers, paint stabilizers* and *fillers and binders* for the account of Armstrong Cork Company, Lancaster, Pa., from points in Alabama and Tennessee, to Macon and Armstrong, Ga.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga.

No. MC 126258, filed May 12, 1964. Applicant: S & K TRUCKING, a corporation, 517 West 47th Street, New York, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Materials and supplies used in the manufacture and shipping of wearing apparel,* from New York, N.Y., to Martinsburg, W. Va., Washington, N.C., and Orangeburg and Columbia, S.C, (2) *wearing apparel on hangers,* between New York, N.Y., on the one hand, and on the other, points in Rockland County, N.Y., and Morris, Bergen, Essex, Hudson, and Passaic Counties, N.J., and (3) *wearing apparel on hangers,* between Martinsburg, W. Va., Washington, N.C., and Orangeburg and Columbia, S.C., on the one hand, and, on the other, New York, N.Y., and points in Nassau, Suffolk, Westchester, and Rockland Counties, N.Y., and Morris, Bergen, Essex, Hudson, and Passaic Counties, N.J.

NOTE: If a hearing is deemed necessary applicant requests it be held at Orangeburg, S.C.

No. MC 126259, filed May 20, 1964. Applicant: J. CHARLES BUFF AND GEORGE J. BUFF, III, a partnership, doing business as WHIPPET, Box 208, Haddonfield, N.J. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *General commodities,* including but not limited to aluminum, plastic, and paper products, between points in Alabama, Arkansas, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia, and Wisconsin, under contract with Penny Plate Inc., Buff Henley Paper Co., and Heritage Line Inc.

NOTE: If a hearing is deemed necessary applicant requests it be held at West Union, W. Va.

MOTOR CARRIERS OF PASSENGERS

No. MC 3647 (Sub-No. 357), filed May 5, 1964. 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 junction North-South Freeway (New Jersey Highway 42) and Atlantic City Expressway Interchange 1, Turnerville, Washington Township, N.J., and junction Atlantic City Expressway and Atlantic City Expressway Interchange 7, at Garden State Parkway, Egg Harbor Township, N.J., over Atlantic City Expressway, serving all intermediate points; (2) between junction Atlantic City Expressway Interchange 2 and access roads and junction access roads and Williamstown-

New Freedom Road (New Jersey Secondary Highway 536 Spur) in Winslow Township, N.J., over access roads, serving all intermediate points; (3) between junction Atlantic City Expressway Interchange 3B and access road and junction access road and Folsom Road (New Jersey Secondary Highway 561 Spur) in Winslow Township, N.J., over access road, serving all intermediate points; (4) between junction Atlantic City Expressway Interchange 4 and New Jersey Highway 54 and junction New Jersey Highway 54 and U.S. Highway 30 (White Horse Pike), Hammonton, N.J., over New Jersey Highway 54, serving all intermediate points; (5) between junction Atlantic City Expressway Interchange 4 and New Jersey Highway 54, Hammonton, N.J. and junction New Jersey Highway 54 and U.S. Highway 322 (Black Horse Pike), Folsom, N.J., over New Jersey Highway 54, serving all intermediate points; (6) between junction Atlantic City Expressway Interchange 5 and New Jersey Highway 50, Hamilton Township, N.J. and junction New Jersey Highway 50 and U.S. Highway 30 (White Horse Pike), Egg Harbor City, N.J., over New Jersey Highway 50, serving all intermediate points; (7) between junction Atlantic City Expressway Interchange 5 and New Jersey Highway 50 and junction New Jersey Highway 50 and U.S. Highway 322 (Black Horse Pike) in Hamilton Township, N.J., over New Jersey Highway 50, serving all intermediate points; (8) between junction Atlantic City Expressway Interchange 6A and access roads and junction unnumbered highways and U.S. Highway 322 (Black Horse Pike) in Hamilton Township, N.J., over access roads and unnumbered highways, serving all intermediate points; and (9) between junction Atlantic City Expressway Interchange 6B and access roads and junction unnumbered highways and U.S. Highway 322 (Black Horse Pike) in Hamilton Township, N.J., over access roads and unnumbered highways, serving all intermediate points.

NOTE: Applicant states it intends to tack the above proposed operations with its authorized regular-route operations. If a hearing is deemed necessary, applicant requests it be held at Newark, N.J.

No. MC 109802 (Sub-No. 22), filed May 1, 1964. Applicant: LAKELAND BUS LINES, INC., East Blackwell Street, Dover, N.J. Applicant's attorney: Bernard F. Flynn, Jr., York-Flynn Building, East Blackwell Street, Dover, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers* and *their baggage*, and *express, mail* and *newspapers* in the same vehicle with passengers, (1) between Netcong, N.J., and Newton, N.J., from junction McAllen Street and U.S. Highway 206 in Netcong, over U.S. Highway 206, to Newton, thence over city streets in Newton, and return over the same route, serving The Green, Park Place and Main Street, in particular, in Newton, N.J., and all intermediate points in connection with applicant's authorized regular-route operations between Netcong, N.J. and New York City, N.Y. Tacking is intended to service the designated area to and from New York City, N.Y., (2) Between Netcong, N.J., and Washington, N.J. (tacking intended), over applicant's certificated routes to Netcong, thence over U.S. Highway 46 to Hackettstown, N.J. (also, within Mount Olive Township, N.J., use of Interstate Highway 80 to its junction with U.S. Highway 46), thence over city streets in Hackettstown to junction New Jersey Highway 24, thence over New Jersey Highway 24 to Washington, and return over the same route, serving all intermediate points proposed to be served on the one hand, and New York City, N.Y., on the other, (3) Between Dover, N.J., and Sparta Township, N.J., over applicant's certificated routes in Dover to junction U.S. Highway 46 and New Jersey Highway 15, thence over New Jersey Highway 15 to Sparta Township, and return over the same route, serving all intermediate points in connection with applicant's authorized regular-route operations to and from New York City, N.Y., (4) Between junction Interstate Highway 80 and New Jersey Highway 15 and Sparta Township, N.J., over New Jersey Highway 15, serving all intermediate points in connection with applicant's authorized regular-route operations to and from New York City, N.Y.

No. MC 125459 (Sub-No. 2), filed May 11, 1964. Applicant: R. W. BRADSHAW, doing business as R. W. BRADSHAW TRANSIT, Oak Street, Winchester, Tenn. Applicant's attorney: Harold Seligman, Life & Casualty Tower, Nashville 3, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage* and *mail, express*, and *newspapers*, in the same vehicle with passengers, (1) between Murfreesboro, Tenn., and Redstone Arsenal, Ala., over U.S. Highway 231, serving no intermediate points, (2) between Cowan, Tenn., and Fayetteville, Tenn., over U.S. Highway 64, serving no intermediate points, (3) between junction Tennessee Highway 97 and U.S. Highway 64, and Redstone Arsenal, Ala.; from junction Tennessee Highway 97 and U.S. Highway 64, west of Winchester, Tenn., over Tennessee Highway 97 to junction Tennessee Highway 122 at Huntland, Tenn., thence over Tennessee Highway 122 to the Tennessee-Alabama state line, thence over Alabama Highway 65 to junction U.S. Highway 231, thence over U.S. Highway 231 to Redstone Arsenal, and return over the same route, serving no intermediate points, (4) between Shelbyville, Tenn. and Winchester, Tenn., over U.S. Highway 41A, serving no intermediate points, (5) between Murfreesboro, Tenn., and Fayetteville, Tenn.; from Murfreesboro over U.S. Highway 41 to Manchester, Tenn., thence over Tennessee Highway 55 to junction Tennessee Highway 50, thence over Tennessee Highway 50 to junction U.S. Highway 231, thence over U.S. Highway 231 to Fayetteville, and return over the same route, serving no intermediate points, and (6) between Shelbyville, Tenn., and Beech Grove, Tenn., over Tennessee Highway 64, serving no intermediate points.

NOTE: If a hearing is deemed necessary, applicant requests that it be held at Nashville, Tenn.

No. MC 126253, filed May 14, 1964. Applicant: WESTERN MASS. BUS LINES, INC., 82 Conz Street, Northampton, Mass. Applicant's representative: William L. Mobley, Rooms 311–315, 1694 Main Street, Springfield 3, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage*, and *express* and *newspapers*, in the same vehicle with passengers, between Springfield, Mass., and Keene, N.H.; from Springfield over U.S. Highway 5 to Northampton, Mass., thence over Massachusetts Highway 9 to Amherst, Mass., thence over Massachusetts Highway 116 to junction Massachusetts Highway 63, thence over Massachusetts Highway 63 to junction Massachusetts Highway 10, thence over Massachusetts Highway 10 to the Massachusetts-New Hampshire State line, thence over New Hampshire Highway 10 to Keene, and return over the same route, serving all intermediate points. *RESTRICTIONS:* Northbound—No passengers will be handled to Amherst, Mass. or to any intermediate point between Springfield and Amherst. Southbound—No passengers will be picked up at Amherst, Mass., or at any point intermediate between Amherst and Springfield.

NOTE: If a hearing is deemed necessary, applicant requests it be held at Concord, N.H.

APPLICATION OF WATER CARRIERS

WATER CARRIERS OF PROPERTY

No. W–1200 (GARBER BROS., INC. CONTRACT CARRIER APPLICATION), filed May 12, 1964. Applicant: GARBER BROS., INC., Post Office Box 815, Morgan City, La. Authority sought to operate as a *contract carrier* in interstate or foreign commerce under Part III of the Interstate Commerce Act, in the transportation of *sugar cane handling equipment* by towboat under charter arrangements, from points in Louisiana to points in Florida.

APPLICATIONS IN WHICH HANDLING WITHOUT ORAL HEARING HAS BEEN ELECTED

MOTOR CARRIERS OF PROPERTY

No. MC 531 (Sub-No. 146) (AMENDMENT), filed April 13, 1964, published FEDERAL REGISTER, issue of April 29, 1964, amended May 12, 1964, and republished, as amended, this issue. Applicant: YOUNGER BROTHERS, INC., 4904 Griggs Road, Houston, Tex. Applicant's attorney: Ewell H. Muse, Jr., Suite 415, Perry-Brooks Building, Austin, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dry silica gel and dry silica gel catalyst*, in bulk, in pneumatic tank vehicles, from Paulsboro, N.J., to points in New Mexico, Texas, Oklahoma, Louisiana, Colorado, and Kansas.

NOTE: The purpose of this republication is to broaden the proposed operation and to add the attorney's name.

No. MC 42487 (Sub-No. 601), filed May 11, 1964. Applicant: CONSOLIDATED FREIGHTWAYS CORPORA-

TION OF DELAWARE, 175 Linfield Drive, Menlo Park, Calif. 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, green hides, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), between Syracuse and Utica, N.Y., from Syracuse, over New York Highway 298 to the junction of New York Highway 31 located at or near Bridgeport, thence over New York Highway 31 to the junction of New York Highway 365 located at or near Verona, thence over New York Highway 365 to Stanwix, and thence over New York Highway 69 to Utica, and return over the same route, as an alternate route for operating convenience only, in connection with applicant's authorized regular route operations.

NOTE: Common control may be involved.

No. MC 107403 (Sub-No. 557), filed May 11, 1964. Applicant: MATLACK, INC., 10 West Baltimore Avenue, Lansdowne, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Alcoholic liquors*, in bulk, in tank vehicles, from Philadelphia, and Linfield, Pa. to Lemont, Ill.

No. MC 119344 (Sub-No. 4), filed April 30, 1964. Applicant: ELDON D. AYRES, 640 Canyon Street, Spearfish, S. Dak. Applicant's attorney: R. G. May, 316 Northwestern Bank Building Sioux Falls, S. Dak. Authority to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fertilizers*, liquid and dry, in bulk or in bags or other containers, including, but not limited to, *anhydrous ammonia, ammonium nitrate*, and *ammonium phosphate*, from the plant site of Colorado Interstate Gas, at or near Cheyenne, Wyo., to points in Colorado and Cheyenne, Decatur, Gove, Logan, Rawlins, Sheridan, Sherman, Thomas, and Wallace Counties, Kans., Carbon, Carter, Custer, Dawson, Fallon, Gallatin, Golden Valley, Big Horn, Musselshell, Park, Powder River, Prairie, Rosebud, Stillwater, Sweet Grass, Treasure, Wheatland, and Yellowstone Counties, Mont., Arthur, Banner, Box Butte, Chase, Cherry, Cheyenne, Custer, Dawes, Dawson, Deuel, Dundy, Frontier, Furnas, Garden, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Kimball, Lincoln, Logan, McPherson, Morrill, Perkins, Red Willow, Scotts Bluff, Sheridan, Sioux, and Thomas Counties, Nebr., Adams, Billings, Bowman, Dunn, Golden Valley, Grant, McKenzie, Mercer, Morton, and Stark Counties, N. Dak., and Bennett, Butte, Custer, Fall River, Haakon, Harding, Jackson, Lawrence, Meade, Pennington, Perkins, Shannon, and Washabaugh Counties, S. Dak.

MOTOR CARRIERS OF PASSENGERS

No. MC 45626 (Sub-No. 54), filed May 7, 1964. Applicant: VERMONT TRANSIT CO., INC., 135 St. Paul Street, Burlington, Vt. Applicant's attorney: L. C. Major, Jr., 2001 Massachusetts Avenue NW., Washington, D.C., 20036. 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, and *baggage of passengers* in separate vehicles, between junction U.S. Highway 7 and Vermont Highway 3, and Rutland, Vt.: From junction U.S. Highway 7 and Vermont Highway 3 over Vermont Highway 3 to junction U.S. Highway 4, thence over U.S. Highway 4 to Rutland, and return over the same route, serving all intermediate points.

By the Commission.

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

[F.R. Doc. 64-5289; Filed, May 26, 1964; 8:46 a.m.]

NOTICE OF FILING OF MOTOR CARRIER INTRASTATE APPLICATIONS

MAY 22, 1964.

The following applications for motor common carrier authority to operate in intrastate commerce seek concurrent motor carrier authorization in interstate or foreign commerce within the limits of the intrastate authority sought, pursuant to section 206(a)(6) of the Interstate Commerce Act, as amended October 15, 1962. These applications are governed by Special Rules 1.245 of the Commission's rules of practice, published in the FEDERAL REGISTER, issue of April 11, 1963, page 3533, which provides, among other things, that protests and requests for information concerning the time and place of State Commission hearings or other proceedings, any subsequent changes therein, and any other related matters shall be directed to the State Commission with which the application is filed shall not be addressed to or filed with the Interstate Commerce Commission.

State Docket No. 9995M, Route No. 286, filed April 28, 1964. Applicant: JOHN E. DUGAN, doing business as DUGAN TRUCK LINES, Colwich, Kans. Applicant's attorney: Wiliam C. Farmer, 729 Beacon Building, Wichita, Kans. Certificate of public convenience and necessity sought to operate a freight service as follows: Transportation of *general commodities* under an extension of applicant's existing authority, Docket No. 9995M, Route No. 286, Kansas Corporation Commission, leaving Wichita, Kans. on U.S. Highway 81 north to the Valley Center Road, thence west on said road 2 miles to Valley Center and points within a 3-mile radius thereof (or as an alternate, leaving Wichita, Kans., on Kansas Highway 96 to a point 4 miles south of Valley Center, thence north on an unnumbered county road to Valley Center with said 3-mile radius thereof); from Valley Center north on Meridian for a distance of 5 miles to the Sedgwick Road, thence west on said road 3 miles to Sedgwick, thence west 1 mile, thence north 1 mile, thence west 3 miles, thence north 5 miles on an unnumbered county road to the City of Halstead; from Halstead north 2 miles on an unnumbered county road to U.S. Highway 50, thence west to Burrton and points within a 3-mile radius thereof (or as an alternate, from Halstead west on an unnumbered county road 8 miles to a point approximately 2 miles south of Burrton, thence north on an unnumbered county road to Burrton with 3 miles radius thereof); from Burrton west 7 miles on U.S. Highway 50, thence south 9 miles, with service to the off-route point of Homestake Products, to the existing authority (or as an alternate from Burrton south 9 miles to the existing authority on Kansas Highway 96 with service to the off-route point of Patterson); and points within a 3-mile radius of Bentley, Kans. and return over the same route with service to be authorized to, from and between all points and intermediate points.

HEARING: June 25, 1964, at 9:30 a.m., in the Hotel Lassen, in Wichita, Kans. Requests for procedural information, including the time for filing protests, concerning this application should be addressed to the Kansas Corporation Commission, Motor Carrier Division, Topeka, Kans., and should *not* be directed to the Interstate Commerce Commission.

State Docket No. 44585 (PETITION TO REOPEN PROCEEDING), filed April 7, 1964. Applicant: EDWARD T. MOLITOR, doing business as STANDARD TRUCK LINE, 3615 Rosecrans, San Diego, Calif. Applicant's attorney: Robert H. Moliter, 1462 Naranca Avenue, El Cajon, Calif. Application No. 44585 is to be reopened by the California Public Utilities Commission for the limited purpose of determining whether California Decision No. 64482 should be amended to include a finding that public convenience and necessity require that applicant be authorized to engage in interstate and foreign commerce within limits not to exceed in scope the intrastate operation authorized to be conducted by the specified Decision No., dated October 30, 1962. The authority to be considered in this proceeding reads as follows: Transportation of *garments, clothing and wearing apparel* on garment hangers *and merchandise* in packages incidental thereto, to and between certain points in San Diego County, Calif., namely, San Diego, Del Mar, Solana Beach, Rancho Santa Fe, Escondido, San Marcos, Vista, Oceanside, Carlsbad, Leucadia, Encinitas, and Cardiff-by-the-Sea.

HEARING: Date, time, and place assigned for hearing this application, not specified. Requests for procedural information, including the time for filing protests, concerning this application should be addressed to the California Public Utilities Commission, State Building, San Francisco 2, Calif., and should not be directed to the Interstate Commerce Commission.

By the Commission.

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

[F.R. Doc. 64-5290; Filed, May 26, 1964; 8:46 a.m.]

FOURTH SECTION APPLICATION FOR RELIEF

MAY 22, 1964.

Protests to the granting of an application must be prepared in accordance

with Rule 1.40 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. 39039: *Barley from Montana points to Fallon, Nev.* Filed by Pacific Southcoast Freight Bureau, agent (No. 249), for interested rail carriers. Rates on barley, in carloads, from points in Montana, to Fallon, Nev.

Grounds for relief—Unregulated truck competition.

Tariff—Supplement 157 to Pacific Southcoast Freight Bureau, agent, tariff I.C.C. 1577.

By the Commission.

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

[F.R. Doc. 64-5285; Filed, May 26, 1964; 8:46 a.m.]

DEPARTMENT OF LABOR

Office of the Secretary

[Secretary's Order 3-64]

CERTAIN OFFICERS OF LABOR-MANAGEMENT SERVICES ADMINISTRATION

Delegation of Authority To Administer Oaths and Affirmations

1. *Purpose.* This order delegates to certain specified officers of the Labor-Management Services Administration the authority to administer oaths and affirmations, in order that the functions necessary for the proper administration of the Labor-Management Reporting and Disclosure Act of 1959 and the Welfare and Pension Plans Disclosure Act may be more effectively performed.

2. *Authority and directives affected.* This order is issued pursuant to section 601 of the Labor-Management Reporting and Disclosure Act of 1959, section 9 of the Welfare and Pension Plans Disclosure Act and Secretary's Order No. 24-63. Secretary's Order No. 26-63 is cancelled.

3. *Delegation of authority.* The following officers of the Labor-Management Services Administration are authorized to administer oaths and affirmations, in order that the functions necessary for the proper administration of the Labor-Management Reporting and Disclosure Act of 1959 and the Welfare and Pension Plans Disclosure Act may be more effectively performed:

(1) Director

Office of Labor-Management and Welfare-Pension Reports.

(2) Deputy Director

Office of Labor-Management and Welfare-Pension Reports.

(3) Assistant Directors

Office of Labor-Management and Welfare-Pension Reports.

(4) Regional Directors

Office of Labor-Management and Welfare-Pension Reports.

(5) Assistant Regional Directors

Office of Labor-Management and Welfare-Pension Reports.

(6) Area Directors

Office of Labor-Management and Welfare-Pension Reports.

(7) General Investigators

Office of Labor-Management and Welfare-Pension Reports.

4. *Effective date.* This order is effective immediately.

Signed at Washington, D.C., this 20th day of January 1964.

JAMES J. REYNOLDS, *Labor-Management Services Administrator.*

[F.R. Doc. 64-5270; Filed, May 26, 1964; 8:45 a.m.]

Wage and Hour Division

CERTIFICATES AUTHORIZING EMPLOYMENT OF LEARNERS AT SPECIAL MINIMUM RATES

Notice is hereby given that pursuant to section 14 of the Fair Labor Standards Act of 1938 (52 Stat. 1060, as amended, 29 U.S.C. 201 et seq.), and Administrative Order No. 579 (28 F.R. 11524) the firms listed in this notice have been issued special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rates otherwise applicable under section 6 of the act. The effective and expiration dates, occupations, wage rates, number or proportion of learners and learning periods, for certificates issued under general learner regulations (29 CFR 522.1 to 522.9), and the principal product manufactured by the employer are as indicated below. Conditions provided in certificates issued under the supplemental industry regulations cited in the captions below are as established in those regulations.

Apparel Industry Learner Regulations (29 CFR 522.1 to 522.9, as amended, and 29 CFR 522.20 to 522.25, as amended).

The following learner certificates were issued authorizing the employment of 10 percent of the total number of factory production workers for normal labor turnover purposes. The effective and expiration dates are indicated.

Barad Lingerie Co. of Salem, Salem, Mo.; effective 5-14-64 to 5-13-65 (ladies' sleepwear).

Brunswick Manufacturing Co., 1601 Second Street, Brunswick, Ga.; effective 5-6-64 to 5-5-65 (children's and ladies' outerwear jackets).

Daut Manufacturing Co., Red Hill, Pa.; effective 5-6-64 to 5-5-65 (children's dresses).

Elder Manufacturing Co., Carl Junction, Mo.; effective 5-5-64 to 5-4-65 (boys' and juvenile shirts and pajamas).

Hanover Shirt Co., Inc., Ashland, Va.; effective 5-11-64 to 5-10-65 (men's sport shirts).

Hardeman Garment Corp., Box 226, Bolivar, Tenn.; effective 5-9-64 to 5-8-65 (men's and boys' trousers).

Honea Path Shirt Co., Simpsonville, S.C.; effective 5-5-64 to 5-4-65 (men's sport shirts).

The Imperial Shirt Corp., Brundidge, Ala.; effective 5-16-64 to 5-15-65 (men's dress shirts).

Imperial Shirt Corp., LaFollette, Tenn.; effective 5-7-64 to 5-6-65 (dress shirts).

Newport Manufacturing Co., Inc., Newport, N.C.; effective 5-28-64 to 5-27-65 (men's sport shirts).

Niemor Contractors, 310 Sherman Avenue, Newark, N.J.; effective 5-7-64 to 5-6-65 (men's and boys' outerwear jackets).

Opp Textiles, Inc., Opp, Ala.; effective 5-12-64 to 5-11-65 (men's hunting, camping, and boating clothing).

Piedmont Shirt Co., Poinsett Highway, Greenville, S.C.; effective 5-8-64 to 5-7-65 (men's and boys' shirts).

Fred Ronald Manufacturing Co., Parsons, Kans.; effective 5-11-64 to 5-10-65 (boys' slacks).

Spartans Industries, Inc., Spencer, Tenn.; effective 5-7-64 to 5-6-65 (ladies' and girls' capris, jamaicas, and surfers).

Stone Manufacturing Co., 1500 Poinsett Highway, Greenville, S.C.; effective 5-7-64 to 5-6-65 (ladies' and children's slips).

Trousdale Manufacturing Co., Jones Street, Hartsville, Tenn.; effective 5-4-64 to 5-3-65 (ladies' blouses).

J. M. Wood Manufacturing Co., Inc., 226 South Sixth Street, Waco, Tex.; effective 5-6-64 to 5-5-65 (men's and boys' jeans, men's work shirts and pants).

The following learner certificates were issued for normal labor turnover purposes. The effective and expiration dates and the number of learners authorized are indicated.

Cardan Sports, 181 South Cedar Street, Hazleton, Pa.; effective 5-7-64 to 5-6-65; 10 learners (ladies' dresses).

Junior Form Lingerie Corp., Cairnbrook, Pa.; effective 5-7-64 to 5-6-65; 10 learners (ladies' and children's sleepwear).

Pajama Craft Manufacturing Co., Inc., Monarch Street, Littletown, Pa.; effective 5-11-64 to 5-10-65; 10 learners (men's and boys' pajamas).

The following learner certificates were issued for plant expansion purposes. The effective and expiration dates and the number of learners authorized are indicated.

The Arrow Co., a division of Cluett, Peabody and Co., Inc., Carbon Hill, Pa.; effective 5-8-64 to 11-7-64; 100 learners (boys' shirts)

Ely and Walker, Dover, Tenn.; effective 5-5-64 to 11-4-64; 30 learners (boys' work pants and walking shorts).

Hardeman Garment Corp., Box 226, Bolivar, Tenn.; effective 5-9-64 to 11-8-64; 100 learners (men's and boys' trousers).

Honaker Mills Corp., Honaker, Va.; effective 5-8-64 to 11-7-64; 60 learners (women's and misses' underwear).

Old Hickory Co., Inc., 39 Second Street Place SW., Hickory, N.C.; effective 5-9-64 to 11-8-64; 10 learners (men's and boys' dungarees).

Glove Industry Learner Regulations (29 CFR 522.1 to 522.9, as amended, and 29 CFR 522.60 to 522.65, as amended).

Dinberg Glove Corp., 215 Gilbert Street, Ogdensburg, N.Y., effective 5-6-64 to 5-5-65; 10 learners for normal labor turnover purposes (men's, women's and youths' lined leather gloves).

Mountain City Glove Co., Inc., Mountain City, Tenn.; effective 5-7-64 to 11-6-64; 25 learners for plant expansion purposes (canton flannel work gloves).

Wells Lamont Corp., Philadelphia, Miss.; effective 5-7-64 to 5-6-65; 10 percent of the total number of machine stitchers for normal labor turnover purposes (cotton work gloves, rubberized plastic gloves).

Knitted Wear Industry Learner Regulations (29 CFR 522.1 to 522.9, as amended, and 29 CFR 522.30 to 522.35, as amended).

Grady County Mills, Inc., 455 12th Avenue NE., Cairo, Ga.; effective 5-7-64 to 11-6-64; 25 learners for plant expansion purposes (ladies' undergarments, panties and half slips).

Huntley Knitting Mills, Inc., P.O. Box 419, York, S.C.; effective 5-1-64 to 10-31-64; 5 percent of the total number of factory production workers for normal labor turnover purposes (men's sport shirts, ladies' sweaters).

Kayser-Roth Hosiery Co., Dayton Division, Dayton, Tenn.; effective 5-11-64 to 5-10-65; 5 percent of the total number of factory production workers for normal labor turnover purposes (ladies' and children's tights).

Mullins Textile Mills, Inc, 301 Cypress Street, Mullins, S.C.; effective 5-8-64 to 5-7-65; 5 percent of the total number of factory production workers for normal labor turnover purposes (men's and boys' knitted underwear and outerwear).

Reidler Knitting Mills, Inc., 757 West Broad Street, Hazleton, Pa.; effective 5-29-64 to 5-28-65; 5 percent of the total number of factory production workers for normal labor turnover purposes (men's, women's and children's cotton knit underwear).

The following learner certificates were issued in Puerto Rico to the companies hereinafter named. The effective and expiration dates, learner rates, occupations, learning periods, and the number of learners authorized to be employed, are indicated.

Aguada Foundations, Inc., Colon Street, P.O. Box 177, Aguada, P.R.; effective 4-15-64 to 9-21-64; 30 learners for plant expansion purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (girdles).

Albee Corp., 2328 Borinquen Avenue, Hato Rey, P.R.; effective 4-27-64 to 10-26-64; 40 learners for plant expansion purposes; in the occupations of: (1) sewing machine operator, final presser, each for a learning period of 480 hours at the rates of 78 cents an hour for the first 240 hours and 91 cents an hour for the remaining 240 hours; and (2) final inspection of fully assembled garments, for a learning period of 160 hours at the rate of 78 cents an hour (ladies' dresses).

Angela Manufacturing Co., Inc., P.O. Box 676, Guayama, P.R.; effective 4-18-64 to 4-17-65; 16 learners for normal labor turnover purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (brassieres).

Aristocrat Corp., 318 Carpenter Road, Hato Rey, P.R.; effective 4-20-64 to 10-19-64; 15 learners for plant expansion purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (brassieres).

Aristocrat Corp., 318 Carpenter Road, Hato Rey, P.R.; effective 4-20-64 to 4-19-65; 5 learners for normal labor turnover purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (brassieres).

Bra-Glo Manufacturing Co., Inc., P.O. Box 97, Carolina, P.R.; effective 4-1-64 to 3-31-65; 32 learners for normal labor turnover purposes, in the occupations of: (1) sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours; and (2) final inspection of fully assembled garments, for a learning period of 160 hours at the rate of 88 cents an hour (brassieres).

Catherine Needle Craft, Inc., 60 Comercio Street, P.O. Box 88, Mayaguez, P.R.; effective 4-23-64 to 4-22-65; 15 learners for normal labor turnover purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (brassieres).

Clairex Corp., Villa Prades Industrial Development, Rio Piedras, P.R.; effective 4-1-64 to 3-31-65; 5 learners for normal labor turnover purposes, in the single occupation of basic hand and/or machine production operations: photocell assemblers; inspection and testing, for a learning period of 480 hours at the rates of $1.00 an hour for the first 240 hours and $1.13 an hour for the remaining 240 hours (photoelectric cells).

Debmar Corp., P.O. Box 377, Canovanas, P.R.; effective 4-1-64 to 3-31-65; 21 learners for normal labor turnover purposes, in the occupations of: (1) sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours; and (2) final inspection of fully assembled garments, for a learning period of 160 hours at the rate of 88 cents an hour (brassieres).

Juana Diaz Co., Inc., P.O. Box E, Ponce, P.R.; effective 4-22-64 to 4-21-65; 15 learners for normal labor turnover purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (brassieres and girdles).

Economy Industries, Inc., P.O. Box 305, Rio Grande, P.R.; effective 4-29-64 to 4-28-65; 13 learners for normal labor turnover purposes, in the occupation of sewing machine operator, final presser, each for a learning period of 480 hours at the rates of 72 cents an hour for blouses and 78 cents an hour for dresses for the first 240 hours, and 84 cents an hour for blouses and 91 cents an hour for dresses, for the remaining 240 hours (ladies' blouses and dresses).

Eleven Eleven Corp., Km. 2, Road No. 174, P.O. Box 817, Bayamon, P.R.; effective 4-6-64 to 10-5-64; 45 learners for plant expansion purposes, in the occupations of: (1) looping, for a learning period of 960 hours at the rates of 68 cents an hour for the first 480 hours and 74 cents an hour for the remaining 480 hours; and (2) preboarding and boarding; pairing, each for a learning period of 360 hours at the rate of 68 cents an hour; and (3) examining; knitting; each for a learning period of 240 hours at the rate of 68 cents an hour (men's and children's hosiery).

General Enterprises, Inc., P.O. Box 396, Lajas, P.R.; effective 4-20-64 to 10-19-64; 15 learners for plant expansion purposes, in the occupations of: (1) machine embroidery and re-embroidery operators, for a learning period of 480 hours at the rates of 72 cents an hour for the first 240 hours and 84 cents an hour for the remaining 240 hours; and (2) hand cutting of applique on embroidery panels, for a learning period of 240 hours at the rates of 72 cents an hour for the first 160 hours and 84 cents an hour for the remaining 80 hours; and (3) final inspection of fully assembled garments, for a learning period of 160 hours at the rate of 72 cents an hour (embroidered ladies' underwear).

General Enterprises, Inc., P.O. Box 396, Lajas, P.R.; effective 4-20-64 to 4-19-65; 20 learners for normal labor turnover purposes, in the occupations of: (1) machine embroidery and re-embroidery operators, for a learning period of 480 hours at the rates of 72 cents an hour for the first 240 hours and 84 cents an hour for the remaining 240 hours; and (2) hand cutting of applique on embroidery panels, for a learning period of 240 hours at the rates of 72 cents an hour for the first 160 hours and 84 cents an hour for the remaining 80 hours; and (3) final inspection of fully assembled garments, for a learning period of 160 hours at the rate of 72 cents an hour (embroidered ladies' underwear).

Granada Mills, Inc., P.O. Box 881, Caguas, P.R., effective 4-6-64 to 10-5-64; 32 learners for plant expansion purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 72 cents an hour for the first 240 hours and 84 cents an hour for the remaining 240 hours (ladies' and children's underwear).

Granada Mills, Inc., P.O. Box 881, Caguas, P.R.; effective 4-6-64 to 4-5-65; 18 learners for normal labor turnover purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 72 cents an hour for the first 240 hours and 84 cents an hour for the remaining 240 hours (ladies' and children's underwear).

Nutritional Specialties, Inc., P.O. Box 103, Arecibo, P.R.; effective 5-1-64 to 4-30-65; 5 learners for normal labor turnover purposes, in the occupation of tableting machine operator, mixing machine operator, granulating machine operator, coating machine operator, die setting, each for a learning period of 240 hours at the rate of 74 cents an hour (dietary food supplement in tablet form).

Overseas Sports Co., Inc., P.O. Box 3226-Marina Station, Mayaguez, P.R.; effective 3-23-64 to 3-22-65; 10 learners for normal labor turnover purposes, in the occupation of handsewing of baseballs and softballs, for a learning period of 320 hours at the rates of 61 cents an hour for the first 160 hours and 71 cents an hour for the remaining 160 hours (baseballs and softballs).

R. B. Tobacco Corp., Ruiz Belvis Street, P.O. Box 576, Caguas, P.R.; effective 4-27-64 to 10-26-64; 95 learners for plant expansion purposes, in the occupations of: (1) machine stripping, for a learning period of 160 hours at the rate of 81 cents an hour; and (2) sorting (selecting half leaves), for a learning period of 240 hours at the rate of 72 cents an hour (machine stripping process and selection of half leaves of wrappers).

Roni Bra, Inc., Avenue A corner H, Urb. Industrial Tres Monjitas, Hato Rey, P.R.; effective 4-6-64 to 10-5-64; 15 learners for plant expansion purposes, in the occupation of sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (brassiers).

Stewart-Bruce Corp., 318 Carpenter Road, Hato Rey, P.R.; effective 4-15-64 to 10-14-64; 20 learners for plant expansion purposes, in the occupation of sewing machine operator for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining 160 hours (girdles and corsets).

Swan Tricot Mills Corp., Km. 66.8 Road No. 2, P.O. Box 693, Arecibo, P.R.; effective 4-20-64 to 4-19-65; 5 learners for normal labor turnover purposes, in the occupations of: (1) threader, for a learning period of 720 hours at the rates of 72 cents an hour for the first 360 hours and 78 cents an hour for the remaining 360 hours; and (2) machine knitter, warper, each for a learning period of 480 hours at the rates of 72 cents an hour for the first 240 hours and 78 cents an hour for the remaining 240 hours; and (3) creeler, cutter, each for a learning period of 240 hours at the rate of 72 cents an hour (Tricot cloth).

Tedros Corp., P.O. Box 393, Carolina, P.R.; effective 4-1-64 to 3-31-65; 16 learners for normal labor turnover purposes, in the occupations of: (1) sewing machine operator, for a learning period of 480 hours at the rates of 88 cents an hour for the first 320 hours and 98 cents an hour for the remaining

160 hours; and (2) final inspection of fully assembled garments for a learning period of 160 hours at the rate of 88 cents an hour (brassieres and corsets).

Tinto, Inc., P.O. Box 1127, Cayey, P.R.; effective 4-1-64 to 3-31-65; 5 learners for normal labor turnover purposes, in the occupation of dyeing machine operator, for a learning period of 240 hours at the rate of 88 cents an hour (dyeing of sweaters).

Each learner certificate has been issued upon the representations of the employer which, among other things, were that employment of learners at special minimum rates is necessary in order to prevent curtailment of opportunities for employment, and that experienced workers for the learner occupations are not available. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof within fifteen days after publication of this notice in the FEDERAL REGISTER pursuant to the provisions of 29 CFR 522.9. The certificates may be annulled or withdrawn, as indicated therein, in the manner provided in 29 CFR, Part 528.

Signed at Washington, D.C., this 15th day of May, 1964.

ROBERT G. GRONEWALD,
Authorized Representative of the Administrator.

[F.R. Doc. 64-5271; Filed, May 26, 1964; 8:45 a.m.]

CUMULATIVE CODIFICATION GUIDE—MAY

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published to date during May.

FEDERAL REGISTER

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PART II

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Federal Aviation Agency

[14 CFR Part 21 [New]]

Proposed Certification Procedures for Products and Parts

FEDERAL AVIATION AGENCY

[14 CFR Parts 1, 3, 4b, 5, 6, 7, 8, 9, 9a, 10, 13, 14, 21 [New], 410]

[Special Civil Air Regs. 422B, 425C]

[Reg. Doc. No. 5085; Notice No. 64-31]

CERTIFICATION PROCEDURES FOR PRODUCTS AND PARTS [NEW]

Notice of Proposed Rule Making

The Federal Aviation Agency is considering a proposal to recodify, into one part, Part 21 [New], the present procedural provisions of the various Civil Air Regulations that relate to the certification of products and parts. These procedural provisions are presently contained in Parts 1, 3, 4b, 5, 6, 7, 8, 9, 9a, 10, 13, 14, and 410 and in Special Civil Air Regulations 422B and 425C. The consolidation of these procedural provisions in one part eliminates the repetition of basically identical requirements in 10 separate airworthiness parts. Although these procedures were in essence uniform when contained in separate parts, this uniformity was not immediately apparent because of the differences in language. Further, it should make it possible for even greater uniformity of procedure in the future. A major benefit to manufacturers is that they will not hereafter have to consult different parts (with differing language) for each of their different types of products, e.g. transport and other category airplanes, gliders, and rotorcraft.

Interested persons are invited to participate in the proposed recodification by submitting such written data, views, or arguments as they may desire. Communications should identify the regulatory docket or notice number and be submitted in duplicate to the Federal Aviation Agency, Office of the General Counsel: Attention Rules Docket, 800 Independence Avenue SW., Washington, D.C., 20553. All communications received on or before July 27, 1964, will be considered by the Administrator before taking action on the proposed recodification. The proposal contained in this notice may be changed in the light of comments received. All comments submitted will be available, both before and after the closing date for comments, in the Rules Docket for examination by interested persons.

This proposal is a part of the program of the Federal Aviation Agency to recodify its regulatory material. The proposal conforms generally to the "Outline and Analysis" for the proposed recodification announced in Draft Release 61-25, published in the FEDERAL REGISTER on November 15, 1961 (26 F.R. 10698). However, we now feel that the provisions of §§ 13.16 and 14.16, that were originally scheduled to be included in Part 21 [New], should be included in Parts 33 [New] and 35 [New], respectively. Accordingly, the Agency proposes to include these sections in Parts 33 and 35 when issued as final rules.

The object of Part 21 [New] is to restate existing regulations, not to make new ones. The pertinent provisions have been freely reworded and rearranged, subject to every precaution against disturbing existing rights, privileges, duties, or functions. In addition, in cases where well established administrative practice or construction has established authoritative interpretations, the revised language reflects the interpretations.

Each proposed recodified section is followed by a note citing the present section of the regulations upon which it is based. A cross-reference table has been placed at the end of Part 21 [New] to permit easy access from the old regulations to the new. Internal cross-references to parts or sections that are not yet recodified contain a blank space for later insertion of the correct recodified number with the present number contained in brackets. When a part or section that is referred to in a cross-reference is later recodified, the correct number will be inserted and the bracketed number will be dropped.

No substantive changes involving an increased burden on the public have been made in the regulations, the purpose of the recodification project being simply to streamline and clarify present regulatory language and to delete obsolete or redundant provisions. It should be noted that the definitions, abbreviations, and rules of construction contained in Part 1 [New] published in the FEDERAL REGISTER on May 15, 1962 (27 F.R. 4587), would apply to the proposed rules. In addition, those definitions in the parts proposed to be recodified in Part 21 [New] that are necessary, will be recodified and added to Part 1 [New] prior to the adoption of Part 21 [New].

When finally adopted, Part 21 [New] will include the substance of any applicable rules or amendments adopted and made effective during the period between the date of notice and the effective date of the final rule, and may also include applicable rules on which individual notices of proposed rule making have been issued and the comment period has expired, but which have not been heretofore adopted.

In consideration of the foregoing it is proposed to amend Chapter I of Title 14 of the Code of Federal Regulations by deleting the procedural requirements of Parts 1, 3, 4b, 5, 6, 7, 8, 9, 9a, 10, 13, 14, 410 and Special Civil Air Regulations 422B and 425C, and adding a Part 21 [New] reading as hereinafter set forth.

This proposal is made under the authority of sections 313(a), 314, 601, 603, 608, 609, and 1102 of the Federal Aviation Act of 1958 (49 U.S.C. 1354(a), 1355, 1421, 1423, 1428, 1429, and 1502).

Issued in Washington, D.C., on May 20, 1964.

N. E. HALABY,
Administrator.

PART 21—CERTIFICATION PROCEDURES FOR PRODUCTS AND PARTS

Subpart A—General

Subpart B—Type Certificates

Subpart C—Provisional Type Certificates

Subpart D—Changes to Type Certificates

Subpart E—Supplemental Type Certificates

Subpart F—Production Certificates

AUTHORITY: The provisions of this Part 21 issued under secs. 313(a), 314, 601, 603, 608, 609, and 1102 of the Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1355, 1421, 1423, 1428, 1429, and 1502.

Subpart A—General

§ 21.1 Applicability.

This part prescribes—

(a) Procedural requirements for the issue of type certificates and changes to those certificates; the issue of production certificates; and the issue of airworthiness certificates;

(b) Rules governing the holders of any certificate specified in subparagraph (a);

(c) Procedural requirements for the approval of parts;

(d) Delegation option procedures for the certification of small airplanes, small gliders, engines, and propellers; and

(e) For the purposes of this part, the word "product" means an aircraft, aircraft engine, or appliance.

[Revision note: Based on § 1.0 and supplied]

Subpart B—Type Certificates

§ 21.11 Applicability.

This subpart prescribes—

(a) Procedural requirements for the issue of type certificates for aircraft, aircraft engines, and propellers; and

(b) Rules governing the holders of those certificates.

[Revision note: Based in part on § 1.11]

§ 21.13 Eligibility.

Any person may apply for a type certificate.

[Revision note: Based on § 1.10 (1st sentence)]

§ 21.15 Application for type certificate.

(a) Each applicant for a type certificate must apply on the appropriate form obtained from the appropriate FAA regional office.

(b) An application for an aircraft type certificate must be accompanied by a three-view drawing of that aircraft and available preliminary basic data.

[Revision note: Combines §§ 1.10 (less 1st sentence) and 1.10–1]

§ 21.17 Designation of applicable regulations.

(a) An applicant for an original or a new type certificate (other than for restricted category, import, or surplus military, aircraft) must show that the aircraft, aircraft engine, or propeller concerned meets the applicable requirements of this subchapter that are effective on the date of application for that certificate, unless—

(1) Otherwise specified by the Administrator; or

(2) Compliance with later effective amendments is elected or required under this section.

(b) If the interval between the date of application for a type certificate for a product and the issue of that type certificate exceeds the applicable number of years set forth below, a new application for a type certificate must be filed. An applicant may elect to file a new application before the expiration of the specified period. In either case, paragraph (a) of this section applies to the new application as if it were an original application. The applicable time limits are as follows:

(1) Application for type certification of a transport category aircraft—five years.

(2) Application for any other type certificate—three years.

(c) If an applicant elects to comply with an amendment to this subchapter that is effective after the filing of the application for a type certificate, he must also comply with any other amendment that the Administrator finds is directly related.

[Revision note: Combines §§ 3.11, 5.11, 6.11, 7.11, 13.11, and 14.11 (less paragraphs (d) and (e) of these sections) and 4b.11 (less paragraphs (d), (e), and (f))]

§ 21.19 Changes requiring a new type certificate.

Any person who proposes to change a type certificated product must apply for a new type certificate if—

(a) The Administrator finds that the proposed change in design, configuration, power, power limitations (engines), speed limitations (engines), or weight is so extensive that a substantially complete investigation of compliance with the applicable regulations is required;

(b) In the case of a normal, utility, acrobatic, or transport category aircraft, the proposed change is—

(1) In the number of engines or rotors; or

(2) To engines or rotors using different principles of propulsion or to rotors using different principles of operation.

(c) In the case of an aircraft engine, the proposed change is in the principle of operation; or

(d) In the case of propellers, the proposed change is in the number of blades or principle of pitch change operation.

[Revision note: Based on paragraph (e) of §§ 3.11, 4b.11, 5.11, 6.11, 7.11, 13.11, and 14.11]

§ 21.21 Issue of type certificate: normal, utility, acrobatic, and transport category aircraft: engines: propellers.

An applicant is entitled to a type certificate for an aircraft in the normal, utility, acrobatic, or transport category, or for an engine or propeller, if—

(a) The product qualifies under § 21.27; or

(b) The applicant submits the type design, test reports and computations required by this subchapter for the product to be certificated and the Administrator finds—

(1) Upon examination of the type design and after completing all tests and inspections, that the type design and the product meet the applicable airworthiness requirements of this subchapter or that any provisions not complied with are compensated for by factors that provide an equivalent level of safety; and

(2) For an aircraft, that no feature or characteristic makes it unsafe for the category in which certification is requested, or for engines and propellers, that no feature or characteristic makes it unsafe for use on aircraft.

[Revision note: Combines §§ 1.12, 3.10, 4b.10, 6.10, 7.10, 13.10, 14.10 and paragraph (a) of 3.13, 4b.13, 6.13, 7.13, 13.13, and 14.13]

§ 21.23 Issue of type certificate: glider category.

An applicant is entitled to a type certificate in the glider category if he submits the type design, test reports, and computation required by this subchapter for the product to be certificated, and the Administrator finds—

(a) That the glider complies with those airworthiness requirements of Part 23 [New] or Part 27 [New] of this chapter found by him to be appropriate for gliders and applicable to the specific type design; and

(b) That there is no unsafe feature or characteristic of the glider.

[Revision note: Combines §§ 1.12, 5.10, and 5.13(a)]

§ 21.25 Issue of type certificate: restricted category aircraft.

(a) An applicant is entitled to a type certificate for an aircraft in the restricted category for special purpose operations if he shows that no feature or characteristic of the aircraft makes it unsafe when it is operated under the limitations prescribed for its intended use, and that the aircraft—

(1) Meets the airworthiness requirements of an aircraft category except those requirements that the Administrator finds inappropriate for the special purpose for which the aircraft is to be used; or

(2) Is of a type that has been manufactured in accordance with the requirements of and accepted for use by, an Armed Force of the United States and has been later modified for a special purpose.

(b) For the purposes of this section, "special purpose operations" includes—

(1) Agricultural (spraying, dusting, and seeding, and livestock and predatory animal control);

(2) Forest and wildlife conservation;

(3) Aerial surveying (photography, mapping, and oil and mineral exploration);

(4) Patrolling (pipelines, power lines, and canals);

(5) Weather control (cloud seeding);

(6) Aerial advertising (skywriting, banner towing, airborne signs and public address systems); and

(7) Any other operation specified by the Administrator.

[Revision note: Combines §§ 8.0–1(b) and 8.10]

§ 21.27 Issue of type certificate: surplus aircraft of the Armed Forces.

(a) Except as provided in paragraph (b) of this section, an applicant is entitled to a type certificate for an aircraft in the normal, utility, acrobatic, or transport category that was designed and constructed in the United States, accepted for operational use, and declared surplus by, an Armed Force of the United States, and that is shown to comply with the applicable certification requirements in paragraph (f) of this section.

(b) An applicant is entitled to a type certificate for a surplus aircraft of the Armed Forces of the United States that is a counterpart of a previously type certificated civil aircraft, if he shows compliance with the regulations governing the original civil aircraft type certificate.

(c) Engines, propellers, and their related accessories installed in surplus Armed Forces aircraft, for which a type certificate is sought under this section, will be approved for use on those aircraft if the applicant shows that on the basis of the previous military qualifications, acceptance, and service record, the product provides substantially the same level of airworthiness as would be provided if the engines or propellers were type certificated under Parts 33 [New] or 35 [New] of this chapter.

(d) The Administrator may relieve an applicant from strict compliance with a specific provision of the applicable requirements in paragraph (f) of this section, if the Administrator finds that the method of compliance proposed by the applicant provides substantially the same level of airworthiness and that strict compliance with those regulations would impose a severe burden on the applicant. The Administrator may use experience that was satisfactory to an Armed Force of the United States in making such a determination.

(e) The Administrator may require an applicant to comply with special conditions and later requirements than those in paragraphs (c) and (f) of this section, if the Administrator finds that compliance with the listed regulations would not ensure an adequate level of airworthiness for the aircraft.

(f) Except as provided in paragraphs (b) through (e) of this section, an applicant for a type certificate under this section must comply with the appropriate regulations listed in the following table:

Type of aircraft	Date accepted for operational use by the Armed Force of the United States.	Regulations that apply.[1]
Small nonturbine-powered airplanes	Before May 16, 1956	CAR Part 3, as effective May 15, 1956.
	After May 15, 1956	CAR Part 3 or FAR Part 23.
Small turbine-powered airplanes	Before Oct. 2, 1959	CAR Part 3, as effective Oct. 1, 1959.
	After Oct. 1, 1959	CAR Part 3 or FAR Part 23.
Large nonturbine-powered airplanes	Before Aug. 26, 1955	CAR Part 4b, as effective Aug. 25, 1955.
	After Aug. 25, 1955	CAR Part 4b or FAR Part 25.
Large turbine-powered airplanes	Before Oct. 2, 1959	CAR Part 4b, as effective Oct. 1, 1959.
	After Oct. 1, 1959	CAR Part 4b or FAR Part 25.
Rotorcraft with maximum certificated takeoff weight of:		
6,000 pounds or less	Before Oct. 2, 1959	CAR Part 6, as effective Oct 1, 1959.
	After Oct. 1, 1959	CAR Part 6 or FAR Part 27.
Over 6,000 pounds	Before Oct. 2, 1959	CAR Part 7, as effective Oct. 1, 1959.
	After Oct. 1, 1959	CAR Part 7 or FAR Part 29.

[1] Where no specific date is listed, the applicable regulations are those in effect on the date that the first aircraft of the particular model was accepted for operational use by the Armed Force.

[Revision note: Based on Part 9a]

§ 21.29 Issue of type certificate: import products.

An applicant is entitled to a type certificate for a product manufactured in a foreign country with which the United States has an agreement for the acceptance of those products for export and import—

(a) If the country in which the product was manufactured certifies that the product has been examined, tested, and found to conform to the applicable airworthiness requirements of—

(1) This subchapter; or

(2) The country in which the product was manufactured and any other requirements the Administrator may prescribe to provide a level of safety equivalent to that provided by the applicable airworthiness requirements of this subchapter; and

(b) The applicant has submitted the technical data respecting the product required by the Administrator.

[Revision note: Combines §§ 10.10, 10.11, and 10.31]

§ 21.31 Type design.

The type design consists of—

(a) The drawings and specifications necessary to show the configuration of the product concerned and the design features covered in the requirements of that part of this subchapter applicable to the product;

(b) Information on dimensions, materials, and processes necessary to define the structural strength of the product; and

(c) Any other data necessary to allow, by comparison, the determination of the airworthiness of later products of the same type.

[Revision note: Combines §§ 1.2, 3.14, 4b.14, 5.14, 6.14, 7.14, 13.14, and 14.14]

§ 21.33 Inspection and tests.

(a) Each applicant must allow the Administrator to make any inspections and, in the case of aircraft, any flight tests necessary to determine compliance with the applicable airworthiness requirements, of this chapter.

(b) Each applicant must make all inspections and tests necessary to determine compliance with the applicable airworthiness requirements including the following:

(1) The materials and products must conform to the specification in the type design.

(2) The parts of the products must be made in accordance with the drawings in the type design.

(3) The manufacturing processes, construction, and assembly must be as specified in the type design.

[Revision note: Combines §§ 1.15(a), 3.15, 4b.15, 5.15, 6.15, 7.15, 13.15, and 14.15]

§ 21.35 Flight tests.

(a) Each applicant for an aircraft type certificate (other than under §§ 21.25 through 21.29) must make the tests listed in paragraph (b) of this section. Before making the tests the applicant must show—

(1) Compliance with the applicable structural requirements of this subchapter;

(2) Completion of necessary ground inspections and tests;

(3) That the aircraft conforms with the type design; and

(4) That the Administrator received a flight test report from the applicant (signed, in the case of aircraft to be certificated under Part 25 [New] of this chapter, by the applicant's test pilot) containing the results of his tests.

(b) Upon showing compliance with paragraph (a) of this section, the applicant must make all flight tests that the Administrator finds necessary—

(1) To determine compliance with the applicable requirements of this subchapter; and

(2) For aircraft to be certificated under this subchapter, except gliders and except airplanes of 6,000 lbs. or less maximum certificated weight that are to be certificated under Part 23 [New] of this chapter, to determine whether there is reasonable assurance that the airplane, its components, and its equipment are reliable and function properly.

(c) Each applicant must, if practicable, make the tests prescribed in paragraph (b)(2) of this section upon the aircraft that was used to show compliance with—

(1) Paragraph (b)(1) of this section; and

(2) For rotorcraft, the rotor drive endurance tests prescribed in §§ 27.____ (6.412) or 29.____ (7.405) of this chapter, as applicable.

(d) Each applicant must show for each flight test (except in a glider) that adequate provision is made for the flight test crew for emergency egress and the use of parachutes.

(e) Except in gliders, an applicant must discontinue flight tests under this section until he shows that corrective action has been taken, whenever—

(1) The applicant's test pilot is unable or unwilling to make any of the required flight tests; or

(2) Items of noncompliance with requirements are found that may make additional test data meaningless or that would make further testing unduly hazardous.

[Revision note: Combines §§ 3.16, 3.63, 3.64, 4b.16, 4b.16–1 (1st sentence), 4b.100 (e) and (f), 5.16, 6.16, 6.100 (e) and (f), 7.16, 7.100 (e) and (f)]

§ 21.37 Flight test pilot.

Each applicant for a normal, utility, acrobatic, or transport category aircraft type certificate must provide a person holding an appropriate pilot certificate to make the flight tests required by this part.

[Revision note: Combines §§ 3.62, 4b.100(d), 6.100(d), and 7.100(d)]

§ 21.39 Flight test instrument calibration and correction report.

(a) Each applicant for a normal, utility, acrobatic, or transport category aircraft type certificate must submit a report to the Administrator showing the computations and tests required in connection with the calibration of instruments used for test purposes and in the correction of test results to standard atmospheric conditions.

(b) Each applicant must allow the Administrator to conduct any flight tests that he finds necessary to check the accuracy of the report submitted under paragraph (a) of this section.

[Revision note: Combines §§ 3.65, 4b.100(g), 6.100(g), and 7.100(g)]

§ 21.41 Type certificate.

Each type certificate is considered to include the type design, the operating limitations, the certificate data sheet, the applicable regulations of this subchapter with which the Administrator records compliance, and any other conditions or limitations prescribed for the product in this subchapter.

[Revision note: Combines §§ 3.13, 4b.13, 5.13, 6.13, 7.13, 13.13, and 14.13 (less paragraph (a) of these sections)]

§ 21.43 Location of manufacturing facilities.

Except as provided in § 21.29, the Administrator does not issue a type certificate if the manufacturing facilities for the product are located outside of the United States, unless the Administrator finds that the location of the manufacturer's facilities places no undue burden on the FAA in administering applicable airworthiness requirements.

[Revision note: Based on § 1.13]

§ 21.45 Privileges.

The holder or licensee of a type certificate for a product may—

(a) In the case of aircraft, upon compliance with §§ 21.173 through 21.189, obtain airworthiness certificates;

(b) In the case of engines, propellers, or appliances, obtain approval for installation on certificated aircraft; and

(c) In the case of any product, upon compliance with §§ 21.133 through 21.163, obtain a production certificate for the type certificated product.

(d) Obtain approval of replacement parts for that product.

[Revision note: Based on § 1.18]

§ 21.47 Transferability.

A type certificate may be transferred to or made available to third persons by licensing agreements. Each grantor shall immediately notify the Administrator, in writing, of any transfer or licensing agreement and of the termination of either.

[Revision note: Based on § 1.14]

§ 21.49 Availability.

The holder of a type certificate shall make the certificate available for examination upon the request of the Administrator or the Civil Aeronautics Board.

[Revision note: Based on § 1.17]

§ 21.51 Duration.

A type certificate is effective until surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator.

[Revision note: Based on § 1.16]

§ 21.53 Statement of conformity.

(a) Each holder or licensee of a type certificate only shall, upon the initial transfer by him of the ownership of each product manufactured under that type certificate, or upon application for the original issue of an aircraft airworthiness certificate, give the Administrator a statement of conformity on FAA Form 317. This statement must be signed by an authorized person who holds a responsible position in the manufacturing organization, and must include—

(1) For each aircraft, a statement that the aircraft has been flight checked; and

(2) For each aircraft engine or variable pitch propeller, a statement that the engine or propeller has been subjected by the manufacturer to a final operational check.

However, in the case of a product manufactured for an Armed Force of the United States, a statement of conformity is not required if the product has been accepted by that Armed Force.

(b) Each applicant must submit a statement of conformity to the Administrator for each prototype presented for type certification.

[Revision note: Based on § 1.19]

§ 21.55 Production under type certificate.

Each manufacturer of a product being manufactured under a type certificate only shall—

(a) Make each product available for inspection by the Administrator;

(b) Maintain at the place of manufacture the technical data and drawings necessary for the Administrator to determine whether the product and its parts conform to the type design; and

(c) For products manufactured more than six months after the date of issue of the type certificate, establish and maintain an approved production inspection system that ensures that each product conforms to the type design and is in condition for safe operation.

[Revision note: Based on § 1.15 (less (a))]

§ 21.57 Materials Review Board.

Each manufacturer required to establish a production inspection system by § 21.55(c) shall—

(a) Establish a Materials Review Board (to include representatives from the inspection and engineering departments) and materials review procedures.

(b) Maintain complete records of Materials Review Board action for at least two years.

[Revision note: Based on § 1.15–4 (b) and (c)]

§ 21.59 Production inspection system.

The production inspection system required in § 21.55(c) must provide a means for determining at least the following:

(a) Incoming materials, and bought or subcontracted parts, used in the finished product must be as specified in the type design data, or must be suitable equivalents.

(b) Incoming materials, and bought or subcontracted parts, must be properly identified if their physical or chemical properties cannot be readily and accurately determined.

(c) Materials subject to damage and deterioration must be suitably stored and adequately protected.

(d) Processes affecting the quality and safety of the finished product must be accomplished in accordance with acceptable industry or United States specifications.

(e) Parts and components in process must be inspected for conformity with the type design data at points in production where accurate determinations can be made.

(f) Current design drawings must be readily available to manufacturing and inspection personnel, and used when necessary.

(g) Design changes, including material substitutions, must be controlled and approved before being incorporated in the finished product.

(h) Rejected materials and parts must be segregated and identified in a manner that precludes installation in the finished product.

(i) Materials and parts that are withheld because of departures from design data or specifications, and that are to be considered for installation in the finished product, must be processed through the Materials Review Board. Those materials and parts determined by the Board to be serviceable must be properly identified and reinspected if rework or repair is necessary. Materials and parts rejected by the Board must be marked and disposed of to ensure that they are not incorporated in the final product.

(j) Inspection records must be maintained, identified with the completed product where practicable, and retained by the manufacturer for at least two years.

[Revision note: Combines §§ 1.15–4 (less paragraphs (b), (c), (d), (e), and (f)), and 1.15–5 less (k))]

§ 21.61 Tests: aircraft.

(a) Each person manufacturing aircraft under a type certificate only shall establish an approved production flight test procedure and flight check-off form, and in accordance with that form, flight test each aircraft produced.

(b) Each production flight test procedure must include the following:

(1) An operational check of the trim, controllability, or other flight characteristics to establish that the production aircraft has the same range and degree of control as the prototype aircraft.

(2) An operational check of each part or system operated by the crew while in flight to establish that, during flight, instrument readings are within normal range.

(3) A determination that all instruments are properly marked, and that all placards and required flight manuals are installed after flight test.

(4) A check of the operational characteristics of the aircraft on the ground.

(5) A check on any other items peculiar to the aircraft being tested that can best be done during the ground or flight operation of the aircraft.

[Revision note: Based on § 1.15–4(d)]

§ 21.63 Tests: engines.

(a) Each person manufacturing engines under a type certificate only shall subject each engine (except rocket engines for which the manufacturer must establish a sampling technique) to an acceptable test run that includes the following:

(1) Break-in runs that include a determination of fuel and oil consumption and maximum power characteristics.

(2) At least five hours of operation at the maximum rating, including 30 minutes at takeoff power and speed when they exceed the maximum continuous rating.

(b) The test runs required by paragraph (a) of this section may be made with the engine appropriately mounted and using current types of power and thrust measuring equipment.

[Revision note: Based on § 1.15–4(e)]

§ 21.65 Tests: propellers.

Each person manufacturing propellers under a type certificate only shall give each variable pitch propeller an acceptable functional test to determine if it operates properly throughout the normal range of operation.

[Revision note: Based on § 1.15–4(f)]

Subpart C—Provisional Type Certificates

§ 21.71 Applicability.

This subpart prescribes—

(a) Procedural requirements for the issue of provisional type certificates, amendments to provisional type certificates, and provisional amendments to type certificates; and

(b) Rules governing the holders of those certificates.

[Revision note: Based on SR 425C § 1]

§ 21.73 Eligibility.

(a) Any manufacturer of aircraft manufactured within the United States who is a United States citizen may apply for Class I or Class II provisional type certificates, for amendments to provisional type certificates held by him, and for provisional amendments to type certificates held by him.

(b) An engine manufacturer who is a United States citizen and who has altered a type certificated aircraft by installing different type certificated engines manufactured by him within the United States may apply for a Class I provisional type certificate for the aircraft, and for amendments to Class I provisional type certificates held by him, if the basic aircraft, before alteration, was type certificated in the normal, utility, acrobatic, or transport category.

[Revision note: Based on SR 425C § 2 (less (b))]

§ 21.75 Application.

Applications for provisional type certificates, for amendments thereto, and for provisional amendments to type certificates must be submitted to the Chief, Flight Standards Division, of the FAA Regional Office in which the applicant is located, and must be accompanied by the pertinent information specified in this subpart.

[Revision note: Based on SR 425C § 3]

§ 21.77 Duration.

(a) Unless sooner surrendered, superseded, revoked, or otherwise terminated, provisional type certificates and amendments thereto are effective for the periods specified in this section.

(b) A Class I provisional type certificate is effective for 24 months after the date of issue, or until—

(1) The corresponding type certificate or supplemental type certificate is issued, whichever is first; or

(2) A Class II provisional type certificate is issued for aircraft of the same type design.

(c) A Class II provisional type certificate is effective for six months after the date of issue, or 60 days after the corresponding type certificate is issued, whichever is first.

(d) An amendment to a Class I or Class II provisional type certificate is effective for the duration of the amended certificate.

(e) A provisional amendment to a type certificate is effective for six months after its approval or until the amendment of the type certificate is approved, whichever is first.

[Revision note: Based on SR 425C § 4 (less (f))]

§ 21.79 Transferability.

Provisional type certificates are not transferable.

[Revision note: Based on SR 425C § 5]

§ 21.81 Requirements for issue and amendment of Class I provisional type certificates.

(a) An applicant is entitled to the issue or amendment of a Class I provisional type certificate if he shows compliance with this section and the Administrator finds that there is no feature, characteristic, or condition that would make the aircraft unsafe when operated in accordance with the limitations established in paragraph (e) of this section and in § 91.41 [New] of this chapter.

(b) The applicant must apply for the issue of a type or supplemental type certificate for the aircraft.

(c) The applicant must certify that—

(1) The aircraft has been designed and constructed in accordance with the airworthiness requirements applicable to the issue of the type or supplemental type certificate applied for;

(2) The aircraft substantially meets the applicable flight characteristic requirements for the type or supplemental type certificate applied for; and

(3) The aircraft can be operated safely under the appropriate operation limitations specified in paragraph (a) of this section.

(d) The applicant must submit a report showing that the aircraft had been flown in all maneuvers necessary to show compliance with the flight requirements for the issue of the type or supplemental type certificate applied for, and to establish that the aircraft can be operated safely in accordance with the limitations contained in this subchapter.

(e) The applicant must establish all limitations required for the issue of the type or supplemental type certificate applied for, including limitations on

weights, speeds, flight maneuvers, loading, and operation of controls and equipment unless, for each limitation not so established, appropriate operating restrictions are established for the aircraft.

(f) The applicant must establish an inspection and maintenance program for the continued airworthiness of the aircraft.

(g) The applicant must show that a prototype aircraft has been flown for at least 50 hours under an experimental certificate issued under §§ 21.191 through 21.195, or under the auspices of an Armed Force of the United States. However, in the case of an amendment to a provisional type certificate, the Administrator may reduce the number of required flight hours.

[Revision note: Based on SR 425C § 7]

§ 21.83 Requirements for issue and amendment of Class II provisional type certificates.

(a) An applicant is entitled to the issue or amendment of a Class II provisional type certificate if he shows compliance with this section and the Administrator finds that there is no feature, characteristic, or condition that would make the aircraft unsafe when operated in accordance with the limitations in paragraph (g) of this section, § 91.41 [New] of this chapter, and § ------ (present SR 425C § 14).

(b) The applicant must apply for a type certificate, in the transport category, for the aircraft.

(c) The applicant must hold a type certificate and a current production certificate for at least one other aircraft in the same transport category as the subject aircraft.

(d) The FAA's official flight test program with respect to the issue of a type certificate for the aircraft must be in progress.

(e) The applicant must certify that—

(1) The aircraft has been designed and constructed in accordance with the airworthiness requirements applicable to the issue of the type certificate applied for;

(2) The aircraft substantially complies with the applicable flight characteristic requirements for the type certificate applied for; and

(3) The aircraft can be operated safely under the appropriate operating limitations in this subchapter.

(f) The applicant must submit a report showing that the aircraft has been flown in all maneuvers necessary to show compliance with the flight requirements for the issue of the type certificate and to establish that the aircraft can be operated safely in accordance with the limitations in this subchapter.

(g) The applicant must prepare a provisional aircraft flight manual containing all limitations required for the issue of the type certificate applied for, including limitations on weights, speeds, flight maneuvers, loading, and operation of controls and equipment unless, for each limitation not so established, appropriate operating restrictions are established for the aircraft.

(h) The applicant must establish an inspection and maintenance program for the continued airworthiness of the aircraft.

(i) The applicant must show that a prototype aircraft has been flown for at least 100 hours under an experimental certificate issued under §§ 21.143 through 21.147, or under a Class I provisional airworthiness certificate. However, in the case of an amendment to a provisional type certificate, the Administrator may reduce the number of required flight hours.

[Revision note: Based on SR 425C § 9]

§ 21.85 Provisional amendments to type certificates.

(a) An applicant is entitled to a provisional amendment to a type certificate, if he shows compliance with this section and the Administrator finds that there is no feature, characteristic, or condition that would make the aircraft unsafe when operated under the appropriate limitations contained in this subchapter.

(b) The applicant must apply for an amendment to the type certificate.

(c) The FAA's flight test program with respect to the amendment of the type certificate must be in progress.

(d) The applicant must certify that—

(1) The modification involved in the amendment to the type certificate has been designed and constructed in accordance with the airworthiness requirements applicable to the issue of the type certificate for the aircraft;

(2) The aircraft substantially complies with the applicable flight characteristic requirements for the type certificate; and

(3) The aircraft can be operated safely under the appropriate operating limitations specified in § 91.41 [New] and §§ ------ and ------ (present SR 425C §§ 14 and 15 of this chapter).

(e) The applicant must submit a report showing that the aircraft incorporating the modifications involved has been flown in all maneuvers necessary to show compliance with the flight requirements applicable to those modifications and to establish that the aircraft can be operated safely in accordance with the limitations specified in § 91.41 [New] and §§ ------ and ------ (present SR 425C §§ 14 and 15 of this section).

(f) The applicant must establish and publish, in a provisional aircraft flight manual or other document and on appropriate placards, all limitations required for the issue of the type certificate applied for, including weight, speed, flight maneuvers, loading, and operation of controls and equipment, unless, for each limitation not so established, appropriate operating restrictions are established for the aircraft.

(g) The applicant must establish an inspection and maintenance program for the continued airworthiness of the aircraft.

(h) The applicant must operate an aircraft modified in accordance with the corresponding amendment to the type certificate under an experimental certificate issued under §§ 21.143 through 21.147 for the number of hours found necessary by the Administrator.

[Revision note: Based on SR 425C § 11]

Subpart D—Changes to Type Certificates

§ 21.91 Applicability.

This subpart prescribes procedural requirements for the approval of changes to type certificates.

[Revision note: Based on § 1.20]

§ 21.93 Classification of changes in type design.

Changes in type design are classified as minor and major. A "minor change" is one that has no appreciable effect on the weight, balance, structural strength, reliability, operational characteristics, or other characteristics affecting the airworthiness of the product. All other changes are "major changes".

[Revision note: Based on § 1.21]

§ 21.95 Approval of minor changes in type design.

Minor changes in a type design may be approved under a method acceptable to the Administrator before submitting to the Administrator any substantiating or descriptive data.

[Revision note: Based on § 1.22]

§ 21.97 Approval of major changes in type design.

In the case of a major change in type design, the applicant must submit substantiating data and necessary descriptive data for inclusion in the type design.

[Revision note: Based on § 1.23]

§ 21.99 Service experience changes.

(a) When an airworthiness directive is issued under Part 39 [New] of this section, the holder of the type certificate for the product concerned must—

(1) If the Administrator finds that design changes are necessary to correct the unsafe condition of the product, and upon his request, submit appropriate design changes for approval; and

(2) Upon approval of the design changes, make available the descriptive data covering the changes to all operators of products previously certificated under the type certificate.

(b) In a case where there are no current unsafe conditions, but the Administrator or the holder of the type certificate finds through service experience that changes in type design will contribute to the safety of the product, the holder of the type certificate may submit appropriate design changes for approval. Upon approval of the changes, the manufacturer shall make information on the design changes available to all operators of the same type of product.

[Revision note: Based on § 1.24 (less (a))]

§ 21.101 Designation of applicable regulations.

(a) An applicant for a change to a type certificate must comply with either—

(1) The regulations incorporated by reference in the type certificate; or

(2) The applicable regulations in effect on the date of the application, plus any other amendments the Administrator finds to be directly related.

(b) Where the Administrator finds that a proposed change consists of a new design or a substantially complete redesign of a component, equipment installation, or system installation, and that the regulations incorporated by reference in the type certificate for the product do not provide complete standards with respect to the proposed change, the applicant must comply with the applicable provisions of this subchapter in effect on the date of the application for the change found by the Administrator to provide a level of safety equal to that established by the regulations incorporated by reference in the type certificate for the product.

(c) Unless otherwise required by § 21.19(a), an applicant for a change to a type certificate for a transport category airplane involving the replacement of reciprocating engines with the same number of turbopropeller powerplants must comply with the requirements of Part 25 [New] of this chapter applicable to the airplane as type certificated with reciprocating engines, and with the following:

(1) The certification performance requirements prescribed in § _____ (paragraph 2 of present SR 422B).

(2) The powerplant requirements of Part 25 [New] of this chapter applicable to turbopropeller engine-powered airplanes.

(3) The requirements of Part 25 [New] of this chapter for the standardization of cockpit controls and instruments, unless the Administrator finds that compliance with a particular detailed requirement would be impractical and would not contribute materially to standardization.

(4) Any other requirement of Part 25 [New] of this chapter applicable to turbopropeller engine-powered airplanes that the Administrator finds to be related to the changes in engines and that are necessary to ensure a level of safety equal to that of the airplane certificated with reciprocating engines.

For each new limitation established with respect to weight, speed, or altitude that is significantly altered from those approved for the airplane with reciprocating engines, the applicant must show compliance with the requirements of Part 25 [New] of this chapter applicable to the limitation being changed.

[Revision note: Combines paragraph (d) of §§ 3.11, 4b.11, 5.11, 6.11, 7.11, 13.11, and 14.11 and paragraph (f) of 4b.11]

Subpart E—Supplemental Type Certificates

§ 21.111 Applicability.

This subpart prescribes procedural requirements for the issue of supplemental type certificates.

[Revision note: Supplied]

§ 21.113 Requirement of supplemental type certificate.

Any person who alters a product by introducing a major change in type design, not great enough to require application for a new type certificate under § 21.19, shall apply to the Administrator for a supplemental type certificate, except that the holder of a type certificate for the product may apply for amendment of the original type certificate. The application must be made in a form and manner prescribed by the Administrator.

[Revision note: Based on § 1.25]

§ 21.115 Airworthiness requirements.

Each applicant for a supplemental type certificate must demonstrate that the altered product meets applicable airworthiness requirements.

[Revision note: Based on § 1.26]

§ 21.117 Issue of supplemental type certificates.

(a) An applicant is entitled to a supplemental type certificate if he meets the requirements of §§ 21.113 and 21.115.

(b) A supplemental type certificate consists of—

(1) The approval by the Administrator of a change in the type design of the product; and

(2) The type certificate previously issued for the product.

[Revision note: Based on § 1.27]

§ 21.119 Privileges.

The holder of a supplemental type certificate may—

(a) In the case of aircraft, obtain airworthiness certificates;

(b) In the case of other products, obtain approval for installation on certificated aircraft; and

(c) Obtain a production certificate for the change in the type design that was approved by that supplemental type certificate.

[Revision note: Based on § 1.28]

Subpart F—Production Certificates

§ 21.131 Applicability.

This subpart prescribes procedural requirements for the issue of production certificates and rules governing the holders of those certificates.

[Revision note: Supplied]

§ 21.133 Eligibility.

(a) Any person may apply for a production certificate if he holds, for the product concerned, a—

(1) Current type certificate;

(2) Right to the benefits of that type certificate under a licensing agreement; or

(3) Supplemental type certificate.

(b) Each application for a production certificate must be made in a form and manner prescribed by the Administrator.

[Revision note: Combines §§ 1.30 and 1.31]

§ 21.135 Requirements for issuance.

An applicant is entitled to a production certificate if the Administrator finds, after examination of the supporting data and after inspection of the organization and production facilities, that the applicant has complied with §§ 21.139 and 21.143.

[Revision note: Based on § 1.32]

§ 21.137 Location of manufacturing facilities.

The Administrator does not issue a production certificate if the manufacturing facilities concerned are located outside the United States, unless the Administrator finds no undue burden on the United States in administering the applicable requirements of the Federal Aviation Act of 1958 or this chapter.

[Revision note: Combines §§ 1.33 and 1.33–1]

§ 21.139 Quality control.

The applicant must show that he has established and can maintain a quality control system for any product, for which he requests a production certificate, so that each article will meet the design provisions of the pertinent type certificate.

[Revision note: Based on § 1.34 (1st sentence)]

§ 21.141 Privileges.

The holder of a production certificate may—

(a) Obtain an aircraft airworthiness certificate without further showing, except that the Administrator may inspect the aircraft for conformity with the type design; or

(b) In the case of other products, obtain approval for installation on certificated aircraft.

[Revision note: Based on § 1.35]

§ 21.143 Quality control data requirements; prime manufacturer.

(a) Each applicant must submit, for approval, data describing the inspection and test procedures necessary to ensure that each article produced conforms to the type design and is in a condition for safe operation, including as applicable—

(1) A statement describing assigned responsibilities and delegated authority of the quality control organization, together with a chart indicating the functional relationship of the quality control organization to management and to other organizational components, and indicating the chain of authority and responsibility within the quality control organization;

(2) A description of inspection procedures for raw materials, purchased items, and parts and assemblies produced by subsidiary manufacturers, including methods used to ensure acceptable quality of parts and assemblies that cannot be completely inspected for conformity and quality when delivered to the prime manufacturer's plant;

(3) A description of the methods used for production inspection of individual parts and complete assemblies, including the identification of any special manufacturing processes involved, the means used to control the processes, the final test procedure for the complete product, and, in the case of aircraft, a copy of the manufacturer's production flight test procedures and checkoff list;

(4) An outline of the materials review system, including the procedure for recording review board decisions and disposing of rejected parts;

(5) An outline of a system for informing company inspectors of current changes in engineering drawings, specifications, and quality control procedures; and

(6) A list or chart showing the location and type of inspection stations.

(b) Each prime manufacturer shall make available to the Administrator information regarding all delegation of authority to subsidiary manufacturers to make major inspections of parts or assemblies for which the prime manufacturer is responsible.

[Revision note: Combines §§ 1.36 and 1.37]

§ 21.147 Changes in quality control system.

After the issue of a production certificate, each change to the quality control system is subject to review by the Administrator. The holder of a production certificate shall immediately notify the Administrator, in writing, of any change that may affect the inspection, conformity, or airworthiness of the product.

[Revision note: Based on § 1.38]

§ 21.149 Multiple products.

The Administrator may authorize more than one type certificated product to be manufactured under the terms of one production certificate, if the products have similar production characteristics.

[Revision note: Based on § 1.39]

§ 21.151 Production limitation record.

A production limitation record is issued as part of a production certificate. The record lists the type certificate of every product that the applicant is authorized to manufacture under the terms of the production certificate.

[Revision note: Based on § 1.40]

§ 21.153 Amendment of the production certificates.

The holder of a production certificate desiring to amend it to add a type certificate or model, or both, must apply therefor in a form and manner prescribed by the Administrator. The applicant must comply with the applicable requirements of §§ 21.139, 21.143, and 21.147.

[Revision note: Based on § 1.41]

§ 21.155 Transferability.

A production certificate is not transferable.

[Revision note: Based on § 1.42]

§ 21.157 Inspections and tests.

Each holder of a production certificate shall allow the Administrator to make any inspections and tests necessary to determine compliance with the applicable regulations in this subchapter.

[Revision note: Based on § 1.43]

§ 21.159 Duration.

A production certificate is effective until surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, or the location of the manufacturing facility is changed.

[Revision note: Based on § 1.44]

§ 21.161 Display.

The holder of a production certificate shall display it prominently in the main office of the factory in which the product concerned is manufactured.

[Revision note: Based on § 1.45]

§ 21.163 Responsibility of holder.

The holder of a production certificate shall—

(a) Maintain the quality control system in conformity with the data and procedures approved for the production certificate;

(b) Determine that each completed product submitted for airworthiness certification or approval conforms to the type design and is in a condition for safe operation; and

(c) Allow the Administrator to inspect any product manufactured under that certificate to determine whether that product conforms to the type design.

[Revision note: Combines §§ 1.46 and 1.34 (less 1st sentence)]

Subpart G—Airworthiness Certificates

§ 21.171 Applicability.

This subpart prescribes procedural requirements for the issue of airworthiness certificates.

[Revision note: Supplied]

§ 21.173 Eligibility.

Any United States citizen who is the registered owner of an aircraft (or the agent of the owner) may apply for an airworthiness certificate for that aircraft. An application for an airworthiness certificate must be made on an FAA Form 305 and submitted to the local FAA District Office.

[Revision note: Combines §§ 1.60 and 1.60–2]

§ 21.175 Airworthiness certificates: classification.

(a) For aircraft type certificated in the limited or restricted category, a limited or restricted airworthiness certificate, as applicable, is issued.

(b) For aircraft type certificated in the normal, utility, acrobatic, or transport category, a standard airworthiness certificate is issued.

(c) For aircraft meeting the requirements of § 21.193, an experimental airworthiness certificate is issued.

[Revision note: Combines §§ 1.61 and 1.61–1]

§ 21.177 Amendment or modification.

An airworthiness certificate may be amended or modified only upon application to the Administrator.

[Revision note: Based on § 1.62]

§ 21.179 Transferability.

An airworthiness certificate is transferred with the aircraft.

[Revision note: Based on § 1.63]

§ 21.181 Duration.

(a) Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, an airworthiness certificate is effective as long as the maintenance requirements of Part 91 [New] of this subchapter are complied with.

(b) The owner, operator, or bailee of the aircraft shall upon request make it available for inspection by the Administrator upon request.

(c) Upon suspension, revocation, or termination by order of the Administrator of an airworthiness certificate, the owner, operator, or bailee of an aircraft shall, upon request, surrender the certificate to the Administrator.

[Revision note: Based on § 1.64]

§ 21.183 Issue of airworthiness certificates for normal, utility, acrobatic, and transport category aircraft.

(a) *Aircraft manufactured under a production certificate.* An applicant for an original airworthiness certificate for an aircraft manufactured under a production certificate is entitled to an airworthiness certificate without further showing, except that the Administrator may inspect the aircraft for conformity to the type design.

(b) *Aircraft manufactured under type certificate only.* An applicant for an original airworthiness certificate for an aircraft manufactured, under a type certificate only, is entitled to an airworthiness certificate upon presentation of a statement of conformity for the aircraft issued by the manufacturer, and if the Administrator finds after inspection that the aircraft conforms to the type design and is in a condition for safe operation.

(c) *Import aircraft.* An applicant for an original airworthiness certificate for an import aircraft type certificated in accordance with § 21.29 of this Part is entitled to an airworthiness certificate if the country in which the aircraft was manufactured certifies, or the Administrator finds, that the aircraft conforms to the type design and is in a condition for safe operation.

(d) *Other aircraft.* An applicant for an airworthiness certificate for an aircraft not covered by paragraphs (a) through (c) of this section is entitled to an airworthiness certificate if—

(1) He presents evidence to the Administrator that the aircraft conforms to a type design approved under a type certificate or a supplemental type certificate and to applicable Airworthiness Directives;

(2) The aircraft (except an experimentally certificated aircraft that previously had been issued a different airworthiness certificate under this section) has been inspected and found airworthy—

(i) By the manufacturer;

(ii) By an appropriately certificated domestic repair station;

(iii) By a certificated air carrier having adequate overhaul facilities and having a maintenance and inspection organization appropriate to the aircraft type; or

(iv) In the case of a single-engine airplane, by the holder of an inspection authorization issued under Part 65 [New]; and

(3) The Administrator finds after inspection, that the aircraft conforms to the type design, and is in a condition for safe operation.

[Revision note: Based on § 1.67]

§ 21.185 Issue of airworthiness certificates for restricted category aircraft.

(a) *Aircraft manufactured under a production certificate or type certificate only.* An applicant for the original is-

sue of a restricted category airworthiness certificate for an aircraft type certificated in the restricted category, that was not previously type certificated in any other category, must comply with the appropriate provisions of § 21.183.

(b) *Other aircraft.* An applicant for a restricted category airworthiness certificate for an aircraft type certificated in the restricted category, that was either a surplus aircraft of the Armed Forces or previously type certificated in another category, is entitled to an airworthiness certificate if the aircraft has been inspected by the Administrator and found by him to be in a good state of preservation and repair and in a condition for safe operation.

[Revision note: Combines §§ 1.69 and 8.20]

§ 21.187 Issue of multiple airworthiness certification.

(a) An applicant for an airworthiness certificate in the restricted category, and in one or more other categories, is entitled to the certificate if—

(1) He shows compliance with the requirements for each category, if the aircraft is in the configuration for that category; and

(2) He shows that the aircraft can be converted from one category to another by removing or adding equipment by simple mechanical means.

(b) The operator of an aircraft certificated under this section shall have the aircraft inspected by the Administrator, or by a certificated mechanic with an appropriate airframe rating, to determine airworthiness each time the aircraft is converted from the restricted category to another category for the carriage of passengers for compensation or hire, unless the Administrator finds this unnecessary for safety in a particular case.

[Revision note: Combines §§ 1.70 and 8.21]

§ 21.189 Issue of airworthiness certificate for limited category aircraft.

(a) An applicant for an airworthiness certificate for an aircraft in the limited category is entitled to the certificate when—

(1) He shows that the aircraft has been previously issued a limited category type certificate and that the aircraft conforms to that type certificate; and

(2) The Administrator finds, after inspection (including a flight check by the applicant), that the aircraft is in a good state of preservation and repair and is in a condition for safe operation.

(b) The Administrator prescribes in the aircraft operating record those limitations and conditions necessary for safe operation.

(c) No person may operate a limited category aircraft carrying persons or property for compensation or hire.

[Revision note: Combines §§ 1.71, 1.72, and 9.3]

§ 21.191 Experimental certificates.

Experimental certificates are issued for amateur-built and for aircraft that are to be used for experiment, for exhibition, for air racing, or to show compliance with the regulations in this subchapter for the issue of type and airworthiness certificates and related purposes.

[Revision note: Based on § 1.73]

§ 21.193 Experimental certificates: general.

An applicant for an experimental certificate must submit the following information:

(a) A statement, in a form and manner prescribed by the Administrator setting forth the purpose for which the aircraft is to be used.

(b) Enough data (such as photographs) to identify the aircraft.

(c) Upon inspection of the aircraft, any pertinent information found necessary by the Administrator to safeguard the general public.

(d) In the case of an aircraft to be used for experimental purposes—

(1) The purpose of the experiment;

(2) The estimated time or number of flights required for the experiment;

(3) The areas over which the experiment will be conducted; and

(4) Except for aircraft converted from a previously certificated type without appreciable change in the external configuration, three-view drawings or three-view dimensioned photographs of the aircraft.

[Revision note: Combines §§ 1.74 and 1.74–1]

§ 21.195 Experimental certificates; duration.

(a) Unless otherwise specified by the Administrator, an experimental certificate is effective for one year after the date of issue or renewal.

(b) The owner, operator, or bailee of the aircraft shall, upon request, make it available for inspection by the Administrator.

(c) Upon suspension, revocation, or termination by order of the Administrator of an experimental certificate, the owner, operator, or bailee of an aircraft shall, upon request, surrender the certificate to the Administrator.

[Revision note: Based on § 1.75]

§ 21.197 Special flight permits.

(a) Upon application by the registered aircraft owner or his agent, a special flight permit may be issued for an aircraft that may not currently meet applicable airworthiness requirements but is capable of safe flight, for the purpose of—

(1) Flying the aircraft to a base where repairs or alterations are to be made;

(2) Delivering or exporting the aircraft; or

(3) Production flight testing new production aircraft.

(b) A special flight permit may also be issued to authorize the operation of an aircraft at a weight in excess of its maximum certificated takeoff weight for flight beyond the normal range over water, or over land areas where adequate landing facilities or appropriate fuel is not available. The excess weight that may be authorized under this paragraph is limited to the additional fuel, fuel-carrying facilities, and navigation equipment necessary for the flight.

[Revision note: Combines §§ 1.76 and 1.77–1(a)]

§ 21.199 Issue of special flight permits.

(a) An applicant for a special flight permit must submit a statement, in a form and manner prescribed by the Administrator, indicating—

(1) The purpose of the flight;

(2) The proposed itinerary;

(3) The duration of authorization requested;

(4) The number of occupants;

(5) The ways, if any, in which the aircraft does not comply with the applicable airworthiness requirements; and

(6) Any restrictions considered necessary for safe operation of the aircraft.

(b) The Administrator may make, or require the applicant to make appropriate inspections or tests necessary for safety.

[Revision note: Based on § 1.77]

Subpart H—Provisional Airworthiness Certificates

§ 21.211 Applicability.

This subpart prescribes procedural requirements for the issue of provisional airworthiness certificates.

[Revision note: Based on SR 425C § 1]

§ 21.213 Eligibility.

(a) A manufacturer who is a United States citizen may apply for a Class I or Class II provisional airworthiness certificates for aircraft manufactured by him within the U.S.

(b) Any holder of an air carrier operating certificate under Parts __, __, __, or __ (present Parts 40, 41, 42, or 46) of this chapter who is a United States citizen may apply for a Class II provisional airworthiness certificates for transport category aircraft that meet either of the following:

(1) The aircraft has a current Class II provisional type certificate or an amendment thereto.

(2) The aircraft has a current provisional amendment to a type certificate that was preceded by a corresponding Class II provisional type certificate.

(c) An engine manufacturer who is a United States citizen and who has altered a type certificated aircraft by installing different type certificated engines, manufactured by him within the United States, may apply for a Class I provisional airworthiness certificate for that aircraft, if the basic aircraft, before alteration, was type certificated in the normal, utility, acrobatic, or transport category.

[Revision note: Based on SR 425C § 2]

§ 21.215 Application.

Applications for provisional airworthiness certificates must be submitted to the Chief, Flight Standards Division, of the FAA Regional Office for the area in which the manufacturer or air carrier is located. The application must be accompanied by the pertinent information specified in this subpart.

[Revision note: Based on SR 425C § 3]

§ 21.217 Duration.

Unless sooner surrendered, superseded, revoked, or otherwise terminated, provisional airworthiness certificates are effective for the duration of the corre-

sponding provisional type certificate, amendment to a provisional type certificate, or provisional amendment to the type certificate.

[Revision note: Based on SR 425C § 4 (1st sentence) and (f)]

§ 21.219 Transferability.

Class I provisional airworthiness certificates are not transferable. Class II provisional airworthiness certificates may be transferred to an air carrier eligible to apply for a certificate under § 21.213(b).

[Revision note: Based on SR 425C § 5]

§ 21.221 Class I provisional airworthiness certificates.

(a) Except as provided in § 21.225, an applicant is entitled to a Class I provisional airworthiness certificate for an aircraft for which a Class I provisional type certificate has been issued if—

(1) He meets the eligibility requirements of § 21.213 and he complies with this section; and

(2) The Administrator finds that there is no feature, characteristic, or condition of the aircraft that would make the aircraft unsafe when operated in accordance with the limitations established in §§ 21.81(e) and 91.41 of this subchapter.

(b) The manufacturer must hold a provisional type certificate for the aircraft.

(c) The manufacturer must submit a statement that the aircraft conforms to the type design corresponding to the provisional type certificate and has been found by him to be in safe operating condition under all applicable limitations.

(d) The aircraft must be flown at least five hours by the manufacturer.

(e) The aircraft must be supplied with a provisional aircraft flight manual or other document and appropriate placards containing the limitations established by §§ 21.81(e) and 91.41.

[Revision note: Based on SR 425C § 8]

§ 21.223 Class II provisional airworthiness certificates.

(a) Except as provided in § 21.225, an applicant is entitled to a Class II provisional airworthiness certificate for an aircraft for which a Class II provisional type certificate has been issued if—

(1) He meets the eligibility requirements of § 21.213 and he complies with this section; and

(2) The Administrator finds that there is no feature, characteristic, or condition of the aircraft that would make the aircraft unsafe when operated in accordance with the limitations established in §§ 21.83(g), 91.41, and ------ (present SR 425C § 14 of this chapter).

(b) The applicant must show that Class II provisional type certificate for the aircraft has been issued to the manufacturer.

(c) The applicant must submit a statement by the manufacturer that the aircraft has been manufactured under a quality control system adequate to ensure that the aircraft conforms to the type design corresponding with the provisional type certificate.

(d) The applicant must submit a statement that the aircraft has been found by him to be in a safe operating condition under the applicable limitations.

(e) The aircraft must be flown at least five hours by the manufacturer.

(f) The aircraft must be supplied with a provisional aircraft flight manual containing the limitations established by §§ 21.83(g), 91.41, and ------ (present SR 425C § 14 of this chapter).

[Revision note: Based on SR 425C § 10]

§ 21.225 Provisional airworthiness certificates corresponding with provisional amendments to type certificates.

(a) An applicant is entitled to a Class I or a Class II provisional airworthiness certificate, for an aircraft, for which a provisional amendment to the type certificate has been issued, if—

(1) He meets the eligibility requirements of § 21.213 and he complies with this section; and

(2) The Administrator finds that there is no feature, characteristic, or condition of the aircraft, as modified in accordance with the provisionally amended type certificate, that would make the aircraft unsafe when operated in accordance with the applicable limitations established in §§ 21.85(f), 91.41, and ------ (present SR 425C § 14) of this chapter.

(b) The applicant must show that the modification was made under a quality control system adequate to ensure that the modification conforms to the provisionally amended type certificate.

(c) The applicant must submit a statement that the aircraft has been found by him to be in a safe operating condition under the applicable limitations.

(d) The aircraft must be flown at least five hours by the manufacturer.

(e) The aircraft must be supplied with a provisional aircraft flight manual or other document and appropriate placards containing the limitations required by §§ 21.85(f), 91.41, and ------ (present SR 425C § 14) of this chapter.

[Revision note: Based on SR 425C § 12]

Subpart I—Delegation Option Procedures for Certification of Small Airplanes and Gliders, Engines and Propellers

§ 21.231 Applicability.

This subpart prescribes delegation option procedures for the type, production, and airworthiness certification of—

(a) Small airplanes and small gliders; and

(b) Piston engines of less than 1,000 cubic inches piston displacement, and propellers manufactured for use on those engines.

[Revision note: Based on § 410.2]

§ 21.235 Application.

An application for a delegation option authorization must be submitted, in a form and manner prescribed by the Administrator, to the FAA Regional Office for the area in which the manufacturer is located.

[Revision note: Based on § 410.11]

§ 21.239 Eligibility.

To be eligible for a delegation option authorization the applicant must—

(a) Hold a current type certificate for a product under the same part under which the delegation option authorization is sought;

(b) Hold a current production certificate for a product issued under the standard procedures;

(c) Employ a competent staff of engineering, flight test, production, and inspection personnel adequate to maintain compliance with the applicable certification requirements of this Part; and

(d) Request the appointment of an individual by the Administrator as a DMCR in accordance with § 21.241.

(e) Meet the requirements of this subpart.

[Revision note: Based on § 410.13]

§ 21.241 Designated manufacturer's certification representative (DMCR).

(a) A DMCR is a person who—

(1) Holds a responsible position in a manufacturer's organization with respect to the design and manufacture of the pertinent product; and

(2) Upon request by the manufacturer, has been issued a certificate by the Administrator, and has been listed on the delegation option authorization issued to the manufacturer.

(b) The DMCR may be replaced by another eligible person upon request by the holder of the delegation option authorization and the listing of the replacing individual by the Administrator on the authorization.

[Revision note: Based on § 410.14]

§ 21.243 Duration.

A delegation option authorization is effective for one year unless suspended, canceled, or revoked by the Administrator. An authorization may be renewed upon application if the Administrator finds the record of the applicant to be satisfactory and that the requirements of § 21.245 are met. The holder of the authorization shall request the FAA to cancel it if he no longer desires to use the delegation option procedure.

[Revision note: Based on § 410.15]

§ 21.245 Maintenance of eligibility.

The holder of a delegation option authorization must continue to meet the requirements for issue of the authorization. To be eligible for renewal of the authorization, the holder must have a record over the previous year that shows his competence, willingness, and ability to carry out the delegated responsibilities.

[Revision note: Based on § 410.16]

§ 21.247 Transfer.

A delegation option authorization is not transferable.

[Revision note: Based on § 410.17]

§ 21.249 Inspections.

Upon request, the applicant for a delegation option authorization or the holder of the authorization shall allow the Administrator to inspect his organization, facilities, product, and records.

[Revision note: Based on § 410.18]

§ 21.251 Limits of applicability.

(a) The delegation option procedures apply only to products that are manufactured by the holder of a delegation option authorization.

(b) Delegation option procedures may be used for the following purposes:

(1) Type certification.

(2) Changes in the type design of products for which the manufacturer holds or obtains a type certificate.

(3) The amendment of a production certificate held by the manufacturer, to include additional models or additional types for which he holds or obtains type certificates.

(4) The issue of airworthiness certificates for airplanes and gliders for which the manufacturer holds a type certificate and holds or is in the process of obtaining a production certificate. For this privilege to be continued, the production certificate must be obtained within six months from the date the type certificate is issued.

(c) Delegation option procedures may be applied to one or more types selected by the manufacturer, who must notify the FAA of each model, and the first serial number of each model manufactured by him under the delegation option procedures. Other types or models may remain under the standard procedures.

[Revision Note: Based on § 410.31]

§ 21.253 Type certificates; application.

(a) Whenever a manufacturer desires to obtain a type certificate for a new type under the delegation option procedures, the DMCR must submit to the Administrator—

(1) An application for a type certificate (FAA Form 312), together with a statement listing those airworthiness requirements of this chapter (by part number and effective date) that the DMCR considers applicable;

(2) A three-view drawing of the product;

(3) A description of the salient characteristics of the design;

(4) An outline of the method to be used to substantiate compliance; and

(5) An estimated time schedule of compliance with applicable requirements.

(b) After reviewing the application, the Administrator notifies the DMCR whether the Administrator finds that the requirements stated in accordance with paragraph (a)(1) of this section, or other specified requirements, are applicable.

[Revision note: Based on § 410.32(a)(1)]

§ 21.255 Type certificates; FAA verification of compliance with applicable requirements.

The Administrator verifies compliance with standards and rules for unconventional designs and design features having a substantially significant effect on safety, and determines whether there are any apparent unairworthy features. In addition, the Administrator may participate in test programs.

[Revision note: Based on § 410.32(a)(2)]

§ 21.257 Type certificate; issue.

(a) After determining that the applicable airworthiness requirements are met, the DMCR must request the Administrator to issue a type certificate. This request must be made in a form and manner, and must contain the information, prescribed by the Administrator.

(b) The proposed specification and, if required by the applicable airworthiness requirements, a copy of the airplane flight manual as approved by the DMCR, or if an airplane flight manual is not required, a summary of the required operating limitations, information, and performance, approved by the DMCR, must be sent with the request.

(c) If the Administrator finds that the applicable regulations have been complied with, he issues a type certificate.

[Revision note: Based on § 410.32(a)(3)]

§ 21.259 Type certificate; type inspection.

facturer's technical data file.

In determining compliance with the applicable airworthiness requirements, the DMCR shall make a type inspection and complete a Type Inspection Report, using an acceptable form or format, that he must sign and include in the manu-

[Revision note: Based on § 410.32(c)]

§ 21.261 Type certificate; FAA assistance.

The DMCR shall request the advice of the FAA on any interpretation that requires application of the equivalent safety provisions set forth in § 21.21 or contained in the applicable airworthiness standards. FAA rulings will be confirmed in writing.

[Revision note: Based on § 410.32(d)]

§ 21.263 Type certificate; change in type design.

(a) Under the delegation option procedures, the manufacturer may change the type design for which he holds a type certificate, when the DMCR finds that the changes conform to applicable airworthiness requirements.

(b) If the proposed changes would alter the information in the specification or airplane flight manual, the manufacturer must promptly submit proposed specification revisions or airplane flight manual revisions to the Administrator as follows:

(1) The DMCR must furnish a statement to the Administrator, briefly describing major changes to the type design and listing the particular airworthiness requirements of this chapter that he considers applicable.

(2) Upon receiving such a statement, the Administrator notifies the DMCR whether the Administrator finds that the stated requirements apply or that other specified requirements apply.

[Revision note: Based on § 410.32(b)]

§ 21.265 Type certificate; technical data file.

(a) The manufacturer shall prepare and maintain a technical data file for each product type certificated under the delegation option procedure, in accordance with § 21.293(a)(1)(i).

(b) The manufacturer shall grant authorized employees of the FAA access to this file at any time.

(c) If the manufacturer goes out of business or no longer operates under the delegation option procedures the file becomes the property of the FAA.

[Revision note: Based on § 410.32 (less (a), (b), (c), and (d))]

§ 21.267 Production certificates; application.

(a) When a manufacturer desires to list a new model or new type certificate on his production certificate, the DMCR for that manufacturer, after finding that the manufacturer meets the production certificate requirements of Subpart F of this part with respect to the new model or type, must submit a request therefor to the Administrator. This request must include the following:

(1) A Statement of Compliance containing the information prescribed by the Administrator.

(2) A completed Form FAA 332.

(b) Upon receipt of these documents the Administrator adds the new model designation, or type certificate number, or both, to the production certificate and sends the manufacturer an amended production limitation record.

[Revision note: Based on § 410.33(a)]

§ 21.269 Production certificates; inspection.

(a) In determining whether the manufacturer meets the applicable production certificate requirements, the DMCR must, for each new model or type added to the production certificate under the delegation option procedures, inspect the manufacturer's organization, facilities, methods, and procedures for manufacturing and controlling the quality and conformity of the product.

(b) The DMCR shall notify the Administrator, in advance, of all inspections and allow him to participate if he considers it necessary.

(c) The DMCR shall complete and sign a Manufacturing Inspection Report (FAA Form 314) for inclusion in the manufacturer's records.

(d) At least once each year while the manufacturer holds a delegation option authorization, the DMCR shall inspect the manufacturer's facilities, methods, and procedures. The Administrator will participate as necessary. The DMCR shall report to the Administrator on each annual factory inspection on FAA Form 314.

[Revision note: Based on § 4.0.33 (b) and (c)]

§ 21.271 Production certification file and reports.

The manufacturer shall make and maintain a production certification file, and make reports covering changes in organization and procedures and special processes, as required by the production certificate requirements of Subpart F of this part. He shall include all reports and inspection records for each model produced under the delegation option

procedures in his records, as specified in § 21.293(a)(2).

[Revision note: Based on § 410.33 (less (a), (b), and (c))]

§ 21.273 Airworthiness certificates.

(a) A DMCR may issue an airworthiness certificate, or a certificate of airworthiness for export, for an airplane or glider manufactured under the delegation option procedure if he finds, on the basis of the inspection and production flight check, that the aircraft conforms to a type design for which the manufacturer holds a type certificate and is in a condition for safe operation.

(b) The DMCR may authorize any other employee of the manufacturer to sign the airworthiness certificates for him, over his name and designee number if—

(1) The authorized employee performs, or is in direct charge of, the inspections specified in paragraph (a) of this section; and

(2) The authorized employee has been listed on the manufacturer's application for the delegation option authorization, or on amendments thereto.

(c) A DMCR shall issue and attach an approval tag (FAA Form 186) to each new engine or propeller manufactured under the delegation option procedure if he finds, on the basis of the inspection and operational tests, that the engine or propeller conforms to a type design for which the manufacturer holds a type certificate and is in condition for safe operation. After a new model has been included on the Production Limitation Record, the DMCR shall make certain that the production certification number is stamped on the engine or propeller identification data plate in place of issuing an approval tag (FAA Form 186).

[Revision note: Combines §§ 410.34 and 410.35]

§ 21.277 Service difficulties.

(a) If an FAA investigation of an accident or service difficulty report indicates unsafe features or characteristics caused by defects in design or manufacture, the Administrator requests the manufacturer to report the results of his investigation, and also to report the action, if any, taken or proposed by him (such as service bulletins or design changes). If the nature of the defect is of such importance that mandatory corrective action by the user of the product is necessary for safety, the manufacturer shall submit to the Administrator the information necessary for the issue of an airworthiness directive.

(b) The manufacturer shall, upon the Administrator's request, allow him to inspect and test his product, and to investigate his technical data files and manufacturing facilities.

(c) The manufacturer shall maintain a file of information on service difficulties received from all sources, and make that file available to the Administrator at all times.

(d) If the Administrator finds that a serious safety hazard exists because of the manufacturer's failure to comply with any applicable requirement of this part, he may take any action necessary to require correction of the defect in existing models and to ensure compliance in products produced thereafter.

[Revision note: Based on § 410.36 (less (f) and (g))]

§ 21.283 Revocation of delegation option authorization.

If the number or importance of established cases of noncompliance warrants, or if the manufacturer does not comply with the requirements of this subpart, the Admininstrator may request the manufacturer to show cause why his privileges under the delegation option procedures should not be withdrawn. These privileges may be withdrawn until the manufacturer re-establishes his eligibility to the satisfaction of the Administrator.

[Revision note: Based on § 410.36(f)]

§ 21.285 Suspension and revocation of certificates.

Each action against a type or production certificate held by the manufacturer is processed in accordance with standard procedures.

[Revision note: Based on § 410.36(g)]

§ 21.289 Approval of major repairs and alterations performed by the manufacturer.

(a) For types included under the manufacturer's delegation option authorization, the DMCR may, after finding that the major repair or alteration complies with the applicable requirements, approve the repair or alteration under § ------ (present § 18.11).

(b) The DMCR may authorize any other employee of the manufacturer to execute and sign FAA Form 337 and make required logbook entries over his name and designee number, if the authorized employee—

(1) Performs or is in direct charge of inspecting the repair or alteration; and

(2) Has been listed on the manufacturer's application for the delegation option or on amendments thereto.

[Revision note: Based on § 410.37 less (a)(2) and (b)]

§ 21.293 Data and records.

(a) A manufacturer shall maintain at his factory, for all types certificated under the delegation option procedures, current records containing the following:

(1) For the duration of the manufacturing operation under the delegation option authorization—

(i) A technical data file for each type that includes the type design drawings, specifications, reports on tests prescribed by this Part, and the original type inspection report (FAA Form 283) and amendments to that report;

(ii) The report (including amendments) required to be submitted with the original application for the production certificate; and

(iii) A record of all major repairs and alterations performed under the delegation option procedures.

(2) For two years—

(i) A complete inspection record for each type produced, by serial number, and data covering the processes and tests to which materials and parts are subjected;

(ii) The factory inspection reports specified in § 21.269 (c) and (d); and

(iii) A record of reported service difficulties.

(b) The records and data specified in paragraph (a) of this section must be—

(1) Made available, upon the Administrator's request, for his examination at any time; and

(2) Identified and sent to the Administrator, as soon as the manufacturer no longer operates under the delegation option procedures.

[Revision note: Based on § 410.38]

Subpart J—Production Approval

§ 21.301 Production approval.

(a) Except as provided in paragraph (b) of this section, no person may produce replacement or modification parts for sale for installation on a type certificated product unless he has complied with §§ 21.21(b)(1), 21.33, 21.43, Subpart D (if applicable) and § 45.15 of this chapter.

(b) This section does not apply to the following:

(1) Parts produced under a type or production certificate.

(2) Parts produced by an owner or operator for maintaining or altering his own product.

(3) Standard parts (such as bolts and nuts) conforming to established industry or United States specifications (e.g. SAE and military specifications and FAA Technical Standard Orders).

(c) Each person producing replacement or modification parts for sale shall establish (within six months from the date of initial production) and maintain a fabrication inspection system that ensures that each part conforms with the design data and is safe for installation on type certificated products and that includes at least the following, where applicable:

(1) Incoming materials used in the finished part must be as specified in the design data.

(2) Incoming material must be properly identified if their physical and chemical properties cannot otherwise be readily and accurately determined.

(3) Materials subject to damage and deterioration must be suitably stored and adequately protected.

(4) Processes affecting the quality and safety of the finished product must be accomplished in accordance with acceptable specifications.

(5) Parts in process must be inspected for conformity with the design data at points in production where accurate determination can be made. Statistical quality control procedures may be employed where it is shown that a satisfactory level of quality will be maintained for the particular part involved.

(6) Current design drawings must be readily available to manufacturing and inspection personnel, and used when necessary.

(7) Major changes to the basic design must be adequately controlled and approved before being incorporated in the finished part.

(8) Rejected materials and components must be segregated and identified in such a manner as to preclude their use in the finished part.

(9) Inspection records must be maintained, identified with the completed part, where practicable, and retained in the manufacturer's file for a period of at least two years after the part has been completed.

[Revision note: Combines §§ 1.55 and note and 1.55–3]

PART 21—DISTRIBUTION TABLE

Present section	Revised section
1.0 (except last clause)	21.1.
1.1	Trfd. to Part 1 [New].
1.2	21.31.
1.10 (1st sentence)	21.13.
1.10 (less 1st sentence)	21.15.
1.10–1	21.15.
1.11	21.11.
1.11–1	Not a rule.
1.12	21.21, 21.23.
1.12–1	Not a rule.
1.12–2	Not a rule.
1.13	21.43.
1.14	21.47.
1.14–1	Not a rule.
1.15(a)	21.33.
1.15 (less (a))	21.55.
1.15–1	Not a rule.
1.15–2	Not a rule.
1.15–3	Not a rule.
1.15–4 (less (b), (c), (d), (e), and (f)).	21.59.
1.15–4(b) and (c)	21.57.
1:15–4(d)	21.61.
1.15–4(e)	21.63.
1.15–4(f)	21.65.
1.15–5 (less (k))	21.59.
1.15–5(k)	Not a rule.
1.15–6	Not a rule.
1.16	21.51.
1.17	21.49.
1.18	21.45.
1.19	21.53.
1.19–1	Not a rule.
1.20	21.91.
1.20–1	Not a rule.
1.21	21.93.
1.22	21.95.
1.23	21.97.
1.24 (less (a))	21.99.
1.24(a)	Trfd. to Part 39 [New].
1.25	21.113.
1.25–1	Not a rule.
1.26	21.115.
1.26–1	Not a rule.
1.27	21.117.
1.27–1	Not a rule.
1.27–2	Not a rule.
1.28	21.119.
1.28–1	Not a rule.
1.30	21.133.
1.30–1	Not a rule.
1.30–2	Not a rule.
1.31	21.133.
1.32	21.135.
1.32–1	Not a rule.
1.33	21.137.
1.33–1	21.137.
1.34 (1st sentence)	21.139.
1.34 (less 1st sentence	21.163.
1.34–1	Not a rule.
1.34–2	Not a rule.
1.34–3	Not a rule.
1.35	21.141.
1.35–1	Not a rule.
1.36	21.143.
1.36–1	Not a rule.
1.36–2	Not a rule.
1.37	21.143.
1.37–1	Not a rule.
1.38	21.147.
1.38–1	Not a rule.
1.39	21.149.
1.39–1	Not a rule.
1.40	21.151.
1.40–1	Not a rule.
1.41	21.153.
1.41–1	Not a rule.
1.42	21.155.
1.42–1	Not a rule.
1.43	21.157.
1.43–1	Not a rule.
1.43–2	Not a rule.
1.44	21.159.
1.44–1	Not a rule.
1.45	21.161.
1.45–1	Not a rule.
1.46	21.163.
1.50	Part 45 [New]
1.50–1	Part 45 [New].
1.55	21.301.
1.55–1	Not a rule.
1.55–2	Not a rule.
1.55–3	21.301.
1.55–4	Not a rule.
1.60	21.173.
1.60–1	Not a rule.
1.60–2	21.173.
1.60–3	Not a rule.
1.60–4	Not a rule.
1.61	21.175.
1.61–1	21.175.
1.62	21.177.
1.62–1	Not a rule.
1.63	21.179.
1.64	21.181.
1.65	To be trfd. to Part 91 [New].
1.65–1	To be trfd. to Part 91 [New].
1.66	Surplusage.
1.67	21.183.
1.68 (last sentence)	Surplusage.
1.69	21.185.
1.69–1	Not a rule.
1.70	21.187.
1.70–1	Not a rule.
1.71	21.189.
1.71–1	Not a rule.
1.72	21.189.
1.72–1	Not a rule.
1.73	21.191.
1.73–1	Not a rule.
1.74 (less (b))	21.193.
1.74 (b)	To be trfd. to Part 91 [New].
1.74–1	21.193.
1.74–2	Not a rule.
1.74–3	Not a rule.
1.75	21.195.
1.75–1	Not a rule.
1.76	21.197.
1.76–1	Not a rule.
1.77	21.199.
1.77–1(a)	21.197.
1.77–1 (less (a))	Not a rule.
1.77–2	Not a rule.
1.77–3	Not a rule.
1.77–4	To be trfd. to air carrier operating rules.
3.10	21.21.
3.11 (less (d) and (e))	21.17.
3.11 (d)	21.101.
3.11 (e)	21.19.
3.12	Surplusage.
3.13 (a)	21.21.
3.13 (less (a))	21.41.
3.14	21.31.
3.15	21.33.
3.16	21.35.
3.16–1	Not a rule.
3.17	Not a rule.
3.18	Surplusage.
3.18–1	Surplusage.
3.18–2	Not a rule.
3.18–3	Not a rule.
3.18–4	Not a rule.
3.19	Not a rule.
3.62	21.37.
3.63	21.35.
3.64	21.35.
3.65	21.39.
4b.10	21.21.
4b.10–1	Not a rule.
4b.10–2	Not a rule.
4b.10–3	Not a rule.
4b.11 (less (d), (e), and (f)).	21.17.
4b.11 (d) and (f)	21.101.
4b.11(e)	21.19.
4b.12	Surplusage.
4b.13(a)	21.21.
4b.13 (less (a))	21.41.
4b.14	21.31.
4b.15	21.33.
4b.16	21.35.
4b.16–1 (1st sentence)	21.35.
4b.16–1 (less 1st sentence).	Not a rule.
4b.16–2	Not a rule.
4b.16–3	Not a rule.
4b.16–4	Not a rule.
4b.17	Not a rule.
4b.18	Surplusage.
4b.18–1	Surplusage.
4b.18–2	Not a rule.
4b.18–3	Not a rule.
4b.18–4	Not a rule.
4b.19	Not a rule.
4b.100 (less (d)–(g))	Part 25 [New].
4b.100(d)	21.37.
4b.100 (e) and (f)	21.35.
4b.100(g)	21.39.
5.0	Surplusage.
5.1	Trfd. to Part 1 [New] or omitted as surplusage.
5.10	21.23.
5.11 (less (d) and (e))	21.17.
5.11(d)	21.101.
5.11(e)	21.19.
5.12	Surplusage.
5.13(a)	21.23.
5.13 (less (a))	21.41.
5.14	21.31.
5.15	21.33.
5.16	21.35.
5.17	Not a rule.
5.18	Surplusage.
5.19	Not a rule.
6.10	21.21.
6.11 (less (d) and (e))	21.17.
6.11(d)	21.101.
6.11(e)	21.19.
6.12	Surplusage.
6.13(a)	21.21.
6.16	21.35.
6.13 (less (a))	21.41.
6.14	21.31.
6.15	21.33.
6.16	21.35.
6.17	Not a rule.
6.18	Surplusage.
6.18–1	Surplusage.
6.18–2	Not a rule.
6.18–3	Not a rule.
6.19	Not a rule.
6.100(d)	21.37.
6.100 (e) and (f)	21.35.
6.100(g)	21.39.
7.10	21.21.
7.11 (less (d) and (e))	21.15.
7.11(d)	21.101.
7.11(e)	21.19.
7.12	Surplusage.
7.13(a)	21.21.
7.13 (less (a))	21.41.
7.14	21.31.
7.15	21.33.
7.16	21.35.
7.17	Not a rule.
7.18	Surplusage.
7.19	Not a rule.
7.100(d)	21.37.
7.100(e) and (f)	21.35.
7.100(g)	21.39.
8.0	Surplusage.
8.0–1(b)	21.25.
8.0–1 (less (b))	Not a rule.
8.0–2	Not a rule.
8.0–3	Not a rule.

Present section	Revised section
8.1	Trfd. to Part 1 [New] or omitted as surplusage.
8.10	21.25.
8.10–1	Not a rule.
8.10–2	Not a rule.
8.10–3	Not a rule.
8.10–4	Not a rule.
8.10–5	Not a rule.
8.20	21.185.
8.21	21.187.
8.30	Surplusage.
8.34	Surplusage.
9.1	Surplusage.
9.2	Surplusage.
9.3	21.189.
Part 9a	21.27
10.0	Surplusage.
10.1	Trfd. to Part 1 [New].
10.10	21.29.
10.11	21.29.
10.20	Surplusage.
10.30	Part 45 [New].
10.31	21.29.
13.10	21.21.
13.11 (less (d) and (e))	21.17.
13.11(d)	21.101.
13.11(e)	21.19.
13.12	Surplusage.
13.13(a)	21.21.
13.13 (less (a))	21.41.
13.14	21.31.
13.15	21.33.
13.16	Trfd. to Part 33 [New].
13.17	Not a rule.
13.18	Surplusage.
13.18–1	Not a rule.
13.19	Not a rule.
13.20	Part 45 [New].
13.21	Part 33 [New].
14.10	21.21.
14.11 (less (d) and (e))	21.17.
14.11(e)	21.19.
14.11(d)	21.101.
14.12	Surplusage.
14.21	Surplusage.
14.13(a)	21.21.
14.13 (less (a))	21.41.
14.14	21.31.
14.14–1	Not a rule.
14.14–2	Not a rule.
14.15	21.33.
14.16	Trfd. to Part 35 [New].
14.16–1	Not a rule.
14.16–2	Not a rule.
14.16–3	Not a rule.
14.17	Not a rule.
14.18	Surplusage.
14.19	Not a rule.
14.21	Part 35 [New].
410.1	Trfd. to Part 1 [New].
410.2	21.231.
410.11	21.235.
410.12	Surplusage.
410.13	21.239.
410.14	21.241.
410.15	21.243.
410.16	21.245.
410.17	21.247.
410.18	21.249.
410.31	21.251.
410.32(a)(1)	21.253.
410.32(a)(2)	21.255.
410.32(a)(3)	21.257.
410.32(b)	21.263.
410.32(c)	21.259.
410.32(d)	21.261.
410.32 (less (a), (b), (c), and (d))	21.265.
410.33(a)	21.267.
410.33 (b) and (c)	21.269.
410.33 (less (a), (b), and (c))	21.271.
410.34	21.273.
410.35	21.273.
410.36 (less (f) and (g))	21.277.
410.36(f)	21.283.
410.36(g)	21.285.
410.37 (less (a)(2) and (b))	21.289.
410.37 (a)(2) and (b)	To be trfd. to Part 43 [New].
410.38	21.293.
SR 422 (less 4T.110–123, 4T.743, and 40T.80–84)	Surplusage.
SR 422A (less 4T.110–123, 4T.743, and 40T.80–84)	Surplusage.
SR 422B (less 4T.110–123, 4T.743, and 40T.80–84)	Surplusage.
SR 425C.1	21.71 and 21.211.
SR 425C.2 (less (b))	21.73 and 21.213.
SR 425C.2(b)	21.213.
SR 425C.3	21.75 and 21.215.
SR 425C.4 (less (f))	21.77.
SR 425C.4 (1st sentence and (f))	21.217.
SR 425C.5	21.79 and 21.219.
SR 425C.6	Part 45 [New].
SR 425C.7	21.81.
SR 425C.8	21.221.
SR 425C.9	21.83.
SR 425C.10	21.223.
SR 425C.11	21.85.
SR 425C.12	21.225.
SR 425C.16	Surplusage.

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