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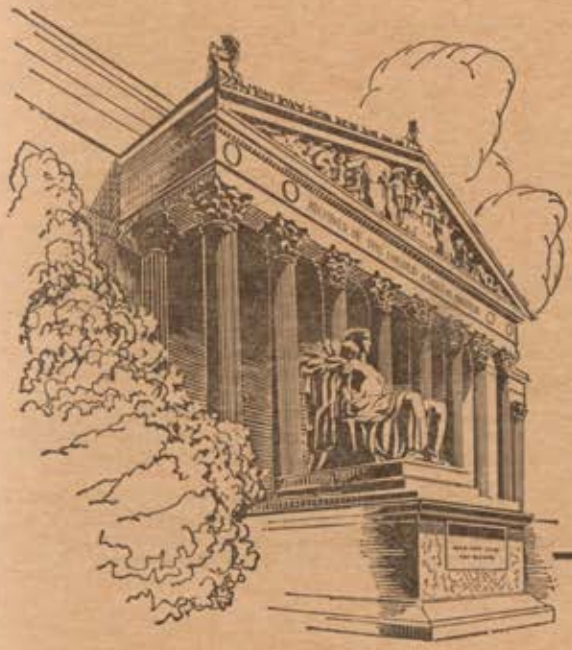

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List of CFR Parts Affected

(Codification Guide)

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published in today's issue. A cumulative list of parts affected, covering the current month to date, appears at the end of each issue beginning with the second issue of the month.

A cumulative guide is published separately at the end of each month. The guide lists the parts and sections affected by documents published since January 1, 1967, and specifies how they are affected.

Rules and Regulations

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Administration, Department of Transportation

[Docket No. 67-SO-106; Amdt. 39-508]

PART 39—AIRWORTHINESS DIRECTIVES

Piper Model PA 32-300 Airplanes

There have been reports of the flexible engine air inlet duct reinforcing wire coils becoming detached from the inside of the duct wall. This allows the duct to collapse and restricts the air flow into the engine induction system causing a loss of engine power or engine stoppage.

Since a situation exists that requires immediate adoption of this regulation, it is found that notice and public procedure hereon are impracticable and good cause exists for making this amendment effective in less than 30 days.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator, 14 CFR 11.89 (31 F.R. 13697), § 39.13 of Part 39 is amended by adding the following new airworthiness directive.

PIPER—Applies to Models PA-32-300, PA-32S-300 series airplanes, Serial Numbers 32-15, 32-40000 through 32-40399.

Compliance required within the next 10 hours' time in service after the effective date of this AD unless already accomplished and thereafter at intervals not to exceed 25 hours' time in service from the last inspection. To prevent the possibility of restricting air flow through the engine air induction system, accomplish the following:

(a) Inspect the flexible duct Piper P/N 457599 between the engine air box and engine throttle body assembly for loose and/or collapsed wire reinforcing coils inside the duct. Also each end of the reinforcing wire must be secured under the duct end clamps. Inspection may be accomplished by removal of the entire engine cowling and the intake air box cover, P/N 68047-00.

(b) If loose and/or collapsed wire reinforcing coils are found, remove the duct from service. Install a new duct, P/N 457599, making sure that the wire reinforcing coils extend over the pilot tubes at each end and are clamped under the clamps, P/N 554883.

Methods which will eliminate the requirement for the repetitive inspections may be utilized, if approved by the Chief, Engineering and Manufacturing Branch, Federal Aviation Administration, Southern Region. The inspection time intervals (other than for the initial inspection) may be adjusted up to a maximum of 5 hours to coincide with aircraft annual or 100-hour scheduled inspections.

This directive becomes effective November 8, 1967.

(Secs. 313(a), 601, and 603, of the Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1421, and 1423)

Issued in East Point, Ga., on November 2, 1967.

JAMES G. ROGERS,
Director, Southern Region.

[F.R. Doc. 67-13268; Filed, Nov. 7, 1967; 8:49 a.m.]

[Airspace Docket 67-CE-120]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Control Zone and Transition Area

The purpose of these amendments to Part 71 of the Federal Aviation Regulations is to alter the Benton Harbor, Mich., control zone and transition area.

New ILS and ADF instrument approach procedures have been developed to serve Benton Harbor, Mich., Ross Field, which will become effective upon completion of a new partial instrument landing system currently being constructed for Runway 27 at this airport. Concurrently, with the effectiveness of these approach procedures, the existing MH facility located on Ross Field will be decommissioned and the ADF instrument approach procedures predicated on this facility will be canceled. As a result, controlled airspace must be provided for the protection of aircraft executing the new instrument approach procedures and deleted with respect to the canceled ADF approach procedures.

Since the proposed alterations and deletions of airspace will reduce the existing designated Benton Harbor, Mich., control zone and transition area, they will not impose any additional burden on any person. Therefore, notice and public procedure hereon are unnecessary.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended effective 0001 e.s.t., February 1, 1968, as hereinafter set forth:

(1) In § 71.171 (32 F.R. 2071), the following control zone is amended to read:

BENTON HARBOR, MICH.

Within a 5-mile radius of Ross Field (latitude 42°07'40'' N., longitude 86°25'40'' W.). This control zone is effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time will thereafter be continuously published in the Airman's Information Manual.

(2) In § 71.181 (32 F.R. 2148), the following transition area is amended to read:

BENTON HARBOR, MICH.

That airspace extending upward from 700 feet above the surface within a 7-mile radius of Ross Field (latitude 42°07'40'' N., longitude 86°25'40'' W.), and within 2 miles each side of the ILS back course and Keller, Mich., VORTAC 266° radial extending from the 7-mile radius area to 12 miles west of the airport.

(Sec. 307(a) of the Federal Aviation Act of 1958, 49 U.S.C. 1348)

Issued at Kansas City, Mo., on October 25, 1967.

DANIEL E. BARROW,
Acting Director Central Region.

[F.R. Doc. 67-13175; Filed, Nov. 7, 1967; 8:46 a.m.]

[Airspace Docket No. 67-CE-94]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

On page 12120 of the FEDERAL REGISTER dated August 23, 1967, the Federal Aviation Administration published a notice of proposed rule making which would amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the transition area at Fargo, N. Dak.

Interested persons were given 45 days to submit written comments, suggestions, or objections regarding the proposed amendment.

No objections have been received and the amendment as so proposed is hereby adopted, subject to the following change:

The Hector Field coordinates recited in the Fargo, N. Dak., transition area designation as "latitude 46°55'05'' N., longitude 96°49'00'' W." are changed to read "latitude 46°55'05'' N., longitude 96°48'-55'' W.".

This amendment shall be effective 0001 e.s.t., January 4, 1968.

(Sec. 307(a) of the Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Kansas City, Mo., on October 25, 1967.

DANIEL E. BARROW,
Acting Director, Central Region.

In § 71.181 (32 F.R. 2148), the following transition area is amended to read:

FARGO, NORTH DAKOTA

That airspace extending upward from 700 feet above the surface within a 7-mile radius of Hector Field (latitude 46°55'05'' N., longitude 96°48'55'' W.); within 2 miles each side of the Fargo ILS localizer north course, extending from the 7-mile radius area to 8 miles north of the RBN; within 2 miles each side of the Fargo VORTAC 007° radial, extending from the 7-mile radius area to 24 miles north of the VORTAC; and within 5 miles west and 8 miles east of the Fargo ILS localizer south course, extending from 5 miles north to 12 miles south of the LOM; and that airspace extending upward from 1,200 feet above the surface within a 35-mile

radius of the Fargo VORTAC; within a 36-mile radius of the Fargo VORTAC, extending from a line 9 miles west of and parallel to the Fargo VORTAC 353° radial, clockwise to a line 5 miles east of and parallel to the Fargo VORTAC 034° radial; and within 10 miles east and 7 miles west of the Fargo VORTAC 187° radial, extending from the 35-mile radius area to 56 miles south of the VORTAC.

[F.R. Doc. 67-13176; Filed, Nov. 7, 1967; 8:46 a.m.]

[Airspace Docket No. 67-CE-101]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

On page 12690 of the FEDERAL REGISTER dated September 1, 1967, the Federal Aviation Administration published a notice of proposed rule making which would amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the transition area at Indianapolis, Ind.

Interested persons were given 45 days to submit written comments, suggestions, or objections regarding the proposed amendment.

No objections have been received and the proposed amendment is hereby adopted without change and is set fourth below.

This amendment shall be effective 0001 e.s.t., January 4, 1968.

(Sec. 307(a) of the Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Kansas City, Mo., on October 25, 1967.

DANIEL E. BARROW,
Acting Director, Central Region.

In § 71.181 (32 F.R. 2148), the following transition area is amended to read:

INDIANAPOLIS, IND.

That airspace extending upward from 700 feet above the surface within an 8-mile radius of Indianapolis Municipal (Weir-Cook) Airport (latitude 39°43'35" N., longitude 86°17'05" W.); within a 5-mile radius of Bob Shank Airport (latitude 39°49'15" N., longitude 86°14'30" W.); within 2 miles each side of the Indianapolis, Ind., VORTAC 262° radial extending from the 5-mile radius area to the VORTAC; and that airspace extending upward from 1,200 feet above the surface bounded by a line beginning at latitude 40°07'00" N., longitude 87°23'00" W.; to latitude 40°07'00" N., longitude 86°00'00" W.; to latitude 40°00'00" N., longitude 86°-00'00" W.; to latitude 40°00'00" N., longitude 85°30'00" W.; to latitude 39°30'00" N., longitude 85°30'00" W.; to latitude 39°30'00" N., longitude 86°06'00" W.; to latitude 38°57'00" N., longitude 86°06'00" W.; to latitude 38°57'00" N., longitude 88°00'00" W.; north along longitude 88°00'00" W., to the north edge of V-50; thenec to the point of beginning.

[F.R. Doc. 67-13177; Filed, Nov. 7, 1967; 8:46 a.m.]

[Airspace Docket No. 67-SO-88]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Designation of Transition Area

On September 20, 1967, a notice of proposed rule making was published in the FEDERAL REGISTER (32 F.R. 13293), stating that the Federal Aviation Administration was considering an amendment to Part 71 of the Federal Aviation Regulations that would designate the Cedartown, Ga., transition area.

Interested persons were afforded an opportunity to participate in the rule making through the submission of comments. All comments received were favorable.

Subsequent to the publication of the notice, the geographic coordinate (lat. 34°01'20" N., long. 85°08'50" W.) for the Polk County Airport was obtained from Coast and Geodetic Survey. Accordingly, action is taken herein to add the geographic coordinate for the airport in the description of this transition area.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0001 e.s.t., January 4, 1968, as hereinafter set forth.

In § 71.181 (32 F.R. 2148), the following transition area is added:

CEDARTOWN, GA.

That airspace extending upward from 700 feet above the surface within a 9-mile radius of Polk County Airport (lat. 34°01'20" N., long. 85°08'50" W.).

(Sec. 307(a) of the Federal Aviation Act of 1958; 49 U.S.C. 1348(a))

Issued in East Point, Ga., on October 27, 1967.

JAMES S. ROGERS,
Director, Southern Region.

[F.R. Doc. 67-13178; Filed, Nov. 7, 1967; 8:46 a.m.]

Title 7—AGRICULTURE

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

[Lemon Reg. 293]

PART 910—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

§ 910.593 Lemon Regulation 293.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 910, as amended (7 CFR Part 910), regulating the handling of lemons grown in California and Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such lemons, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 553) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for lemons and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such lemons; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified to provide for continued size regulation of lemons; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on October 31, 1967.

(b) *Order.* (1) During the period November 12, 1967, through November 16, 1968, no handler shall handle any lemons, grown in District 1, District 2, or District 3, which are of a size smaller than 1.82 inches in diameter, which shall be the largest measurement at right angles to a straight line running from the stem to the blossom end of the fruit: *Provided,* That not to exceed 5 percent, by count, of the lemons in any type of container may measure less than 1.82 inches in diameter.

(2) As used in this section, "handle," "handler," "District 1," "District 2," and "District 3" shall have the same meaning as when used in said amended marketing agreement and order.

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

Dated: November 3, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-13216; Filed, Nov. 7, 1967; 8:49 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

SUBCHAPTER B—GUIDES AND TRADE PRACTICE RULES

RECODIFICATION OF CERTAIN PROVISIONS

In Part 14 of Subchapter A, §§ 14.3, 14.5, 14.6, and 14.8 through 14.15 are transferred to Subchapter B and recodified without substantive change as Parts 228 to 237, respectively. The heading of Subchapter B is amended to read as set forth above and Parts 228 to 237 are added to read as follows:

PART 228—TIRE ADVERTISING AND LABELING GUIDES

Sec.

AUTHORITY: The provisions of this Part 228 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 228.0 "Industry Product" and "Industry Member" defined.

As used in this part, the terms "Industry Product" or "Product" shall mean pneumatic tires for use on passenger automobiles, station wagons, and similar vehicles, or the materials used therein. The term "Industry Member" shall mean: All persons or firms who are engaged in the manufacture, sale or distribution of industry products as above defined whether under the manufacturer's or a private brand; and the manufacturers of passenger automobiles, station wagons, and similar vehicles for which industry products are provided as original equipment.

§ 228.0–1 Use of guide principles.

The following general principles will be used in determining whether terminology and other direct or indirect representations subject to the Commission's jurisdiction regarding industry products conform to laws administered by the Commission.

§ 228.1 Tire description.

(a) The purchase of tires for a motor vehicle is an extremely important matter to the consumer. Not only are substantial economic factors involved, but in most instances the purchaser will entrust the safety of himself and others to the performance of the product.

(b) To avoid being deceived, the consumer must have certain basic information. Certain of this information should be provided before the purchaser makes his choice but other is essential throughout the life of the tire.

(1) *Disclosure before the sale.* The following information should be disclosed in point of sale material which is prominently displayed and of easy access, on the premises where the purchase is to be made in order to apprise the consumer:

(i) *Load-carrying capacity of the tire.* This information is essential to assure the purchaser that the tires he selects are capable of safely carrying the intended load. This information should consist of the maximum load-carrying capacity as related to various recommended air pressures and may include data which indicates the effect such varying pressures will have on the operation of the automobile. All such information shall be based on actual tests utilizing adequate and technically sound procedures. The test procedures and results shall be in writing and available for inspection.

(ii) *Generic name of cord material.* Different cord materials can have performance characteristics that will affect the consumer's selection of tires. These various characteristics are widely advertised, and the consumer is aware of the distinctions. Without a disclosure of the generic name of the cord material, the consumer is unable to consider this factor in his purchase.

(iii) *Actual number of plies.* Consumers have preference for industry products of a stated type of construction (e.g., 2 ply v. 4 ply). Without adequate disclosure the consumer is denied the basis for considering this factor in his selection.

NOTE: Where the tire is of radial construction the ply count disclosure will be satisfied by the statement "radial ply."

(2) *Disclosure on the tire.* The following information should be clearly disclosed in a permanent manner on the outside wall of the tire:

(i) *Size.* Size is extremely important not only to insure that the tire will fit the vehicle wheel, but because it also is a determining factor as to the load-carrying capacity of the vehicle.

(ii) *Whether tire is tubeless or tube type.*

(iii) *Actual number of plies.*

NOTE: Where the tire is of radial construction the ply count disclosure will be satisfied by the statement "radial ply."

(3) *Other disclosures*—(i) *Generic name of cord material used in ply.* A disclosure of the generic name of the cord material used in the ply of the tire should be made on a label or tag prominently displayed on the tire itself, and affixed in such a fashion that it cannot be easily removed prior to sale.

(ii) *Load-carrying capacity and inflation pressure.* One of the most important factors in obtaining tire performance is proper care and use. Included in such care is inflating the tire to the required level as related to load-carrying capacity and use. To insure that such pressures are maintained by the user and the tire is not overloaded beyond its safe capacity, a table or chart should be provided for retention by the purchaser. This will apprise the purchaser of the load-carrying capacity of the tires as related to the range of recommended air pressures and use. It may also supply data which indicate the effect such varying pressures will have on the operation of the automobile.

NOTE: Automobile manufacturers who provide tires as original equipment with new automobiles should incorporate such information in the owner's manual given to new car purchasers. To permit the car owner to calculate for himself the proper size tires for his car, the owner's manual should also contain the following information: (1) The curb weight of the empty vehicle, and the distribution of the weight, in pounds, on each tire; (2) The total weight of the vehicle when loaded to its designed capacity (e.g., for a six passenger car, the weight of the car when loaded with six passengers and 240 pounds of baggage) and the distribution of such weight, in pounds, on each tire.

[Guide 1]

§ 228.2 Designations of grade, line, level, or quality.

(a) There exists today no industry-wide, government or other accepted system of quality standards or grading of industry products. Within the industry, however, a variety of trade terminology has developed which, when used in conjunction with consumer transactions, has the tendency to suggest that a system of quality standards or grading does in fact exist. Typical of such terminology are the expressions "line," "level," and "premium." The exact meaning of such terminology may vary from one industry member to another. Therefore, the "1st line" or "100 level" or "premium" tire of one industry member may be grossly inferior to the "1st line" or "100 level" or "premium" tire of another member since in the absence of an accepted system of grading or quality standards, each member can determine what "line," "level," or "premium" classification to attach to a tire.

(b) The consumer does not understand the significance of the absence of accepted grading or quality standards and is likely to assume that the expressions "line," "level," and "premium" connote valid criteria. Since the consumer is likely to misinterpret the meaning of such terminology, he may be deceived into purchasing an inferior product because it has been given such designation.

(c) In the absence of an accepted system of grading or quality standards for industry products, it is improper to represent, either through the use of such

expressions as "line," "level," "premium" or in any other manner, that such a system exists, unless the representation is accompanied by a clear and conspicuous disclosure:

(1) That no industrywide or other accepted system of quality standards or grading of industry products currently exists, and

(2) That representations as to grade, line, level, or quality, relate only to the private standard of the marketer of the tire so described (e.g., "XYZ first line").

(d) Additionally, products should not be described as being "first line" unless the products so described are the best products, exclusive of premium quality products embodying special features, of the manufacturer or brand name distributor applying such designation. [Guide 2]

§ 228.3 Deceptive designations.

In the advertising or labeling of products, industry members should not use designations for grades of products they offer to the public:

(a) Which have the capacity to deceive purchasers into believing that such products are equal or superior to a better grade or grades of their products when such conclusion would be contrary to fact (for example, if the "first line" tire of a manufacturer is designated as "Standard," "High Standard," or "Deluxe High Standard," the tires of that manufacturer which are of lesser quality should not be designated or described as "Super Standard," "Supreme High Standard," "Super Deluxe High Standard," or "Premium"), or

(b) Which are otherwise false or misleading.

NOTE: When a manufacturer applies a designation to a product which falsely represents or implies the product is equal or superior in quality to its better grade or grades of products, it is responsible for any resulting deception whether it is a direct result of the designation or a result of the placing in the hands of others a means and instrumentality for the creation by them of a false and deceptive impression with respect to the comparative quality of products made by that manufacturer.

[Guide 3]

§ 228.4 Original equipment.

Original equipment tires are understood to mean the same brand and quality tires used generally as original equipment on new current models of vehicles of domestic manufacture. A tire which was formerly but is not currently used as "Original Equipment," should not be described as "Original Equipment" without clear and conspicuous disclosure in close conjunction with the term, of the latest actual year such tire was used as "Original Equipment." [Guide 4]

§ 228.5 Comparative quality and performance claims.

Representations and claims made by industry members that their products are superior in quality or performance to other products should not be made unless:

(a) The representation or claim is based on an actual test utilizing adequate and technically sound procedures of the performance of the advertised product and of the product with which it is compared; the test procedure, results of which are in writing and available for inspection; and

(b) The basis of the comparison is clearly stated and the comparison is based on identical conditions of use. Dangling comparatives should not be used.

(c) Claims or representations that one tire is comparable or identical to another should not be used unless the advertiser is able to establish that such tires are comparable not only as respects the molds in which the tires are made, but also as respects all significant materials used in their construction. [Guide 5]

§ 228.6 Ply count, plies, ply rating.

A ply is a layer of rubberized fabric contained in the body of the tire and extending from one bead of the tire to the other bead of the tire. The consumer is interested in, and is entitled to know, certain information in regard to plies in tires. However, a great deal of terminology connected with plies which is utilized in advertising has the tendency to confuse and deceive the public and is accordingly inappropriate.

(a) It is improper to utilize any statement or depiction which denotes or implies that tires possess more plies than they in fact actually possess. Phrases such as "Super 6" or "Deluxe 8" as descriptive of tires of less than 6 or 8 plies, respectively, should not be used.

(b) The actual number of plies in a tire is not necessarily determinative of the ultimate strength, performance or quality of the product. Variations in the amount and type of fabric utilized in the ply and other construction features of the tire will determine the ultimate strength, performance or quality of the product. Through variations in these construction aspects, a tire of a stated number of plies may be inferior in strength, quality, and performance to another tire of lesser actual ply count. Accordingly, it is improper to represent in advertising, or otherwise, that solely because a product has more plies than another, it is superior.

(c) (1) The expression "ply rating" as used in the trade is an index of tire strength. Each manufacturer, however, has his own system of computing "ply rating." Thus, a product of one industry member of a stated "ply rating" is not necessarily of the same strength as the product of another member with the identical rating. While the expression "ply rating" may have significance to industry members, in the absence of a publicized system of standardized ratings, the use of such expressions in connection with sales to the general public may be deceptive.

(2) To avoid deception, the expression "ply rated" or "ply rating" or any similar language should not be used unless said claim is based on actual tests utilizing adequate and technically sound procedures, the results of which are in writing and available for inspection. Further, certain disclosures must be made when such expressions are used in connection with consumer transactions.

(3) When ply rating is stated on the tire itself, it must be accompanied in immediate conjunction therewith, and in identical size letters, the disclosure of the actual ply count. In addition, there must be a tag or label attached to the tire or its packaging, of such permanency that it cannot easily be removed prior to sale to the consumer, which tag or label contains a clear and conspicuous disclosure:

(i) That there is no industrywide definition of ply rating; and

(ii) Of the basis of comparison of the claimed rating. (For example, "2-ply tire, 4-ply rating means this 2-ply tire is equivalent to our current or most recent 4-ply nylon cord tire.")

(4) When ply rating is used in advertising or in other sales or promotional materials, in addition to the disclosure of actual ply count as indicated, it must be accompanied by the disclosure:

(i) That there is no industrywide definition of ply rating; and

(ii) Of the basis of comparison of the claimed rating. (For example, "2-ply tire, 4-ply rating means this 2-ply tire is equivalent to our current or most recent 4-ply nylon cord tire.") [Guide 6]

§ 228.7 Cord materials.

(a) The fabric that is utilized in the ply is known as the cord material. The use of a particular type of cord material may be determined by the use to which the tire will be placed. One type of cord material may provide one desired characteristic, but not be used because of other characteristics which may be unfavorable.

(b) The type of cord material utilized in a tire is not necessarily determinative of its ultimate quality, performance or strength. Through variations in the denier of the material, the amount to be used and other construction aspects of the tire, the ultimate quality, performance, and strength is determined.

(c) It is improper to represent in advertising, or otherwise, that solely because a particular type of cord material is utilized in the construction of a tire, it is superior to tires constructed with other types of cord material. Such advertising is deceptive for it creates that impression in the consumer's mind whereas in fact it does not take into consideration the other variable aspects of tire construction.

(d) When the type of cord material is referred to in advertising, it must be made clear that it is only the cord that is of the particular material and not the entire tire. For example, it would be improper to refer to a product as "Nylon Tire." The proper description is "Nylon Cord Tire." Similarly, when the manufacturer of the cord material is mentioned, it should be made clear that he did not manufacture the tire. For example, a tire should be described as

"Brand X Nylon Cord Material" and not "Brand X Nylon Tire."

(e) Cord material should be identified by its generic name when referred to in advertising. [Guide 7]

§ 228.8 "Change-Overs," "New Car Take Offs," etc.

Industry products should not be represented as "Change-Overs" or "New Car Take Offs" unless the products so described have been subjected to but insignificant use necessary in moving new vehicles prior to delivery of such vehicles to franchised distributor or retailer. "Change-Overs" or "New Car Take Offs" should not be described as new. Advertisements of such products should include a clear and conspicuous disclosure that "Change-Overs" or "New Car Take Offs" have been subjected to previous use. [Guide 8]

§ 228.9 Retreaded and used tires.

Advertisements of used or retreaded products should clearly and conspicuously disclose that same are not new products. Unexplained terms, such as "New Tread," "Nu-Tread" and "Snow Tread" as descriptive of such tires do not constitute adequate disclosure that tires so described are not new. All such tires should be clearly designated as "retreads" or "retreaded." [Guide 9]

§ 228.10 Disclosure that products are obsolete or discontinued models.

Advertisements should clearly and conspicuously disclose that the products offered are discontinued models or designs or are obsolete when such is the fact.

NOTE: The words "model" and "design" used in connection with tires include width, depth, and pattern of the tread as well as other aspects of their construction.

[Guide 10]

§ 228.11 Blemished, imperfect, defective, etc., products.

Advertisements of products which are blemished, imperfect, or which for any reason are defective, should contain conspicuous disclosure of that fact. In addition, such products should have permanently stamped or molded thereon or affixed thereto and to the wrappings in which they are encased, a plain and conspicuous legend or statement to the effect that such products are blemished, imperfect, or defective. Such markings by a legend such as "XX" or by a color marking or by any other code designation which is not generally understood by the public are not considered to be an adequate disclosure. [Guide 11]

§ 228.12 Pictorial misrepresentations.

(a) It is improper to utilize in advertising, any picture or depiction of an industry product other than the product offered for sale. Where price is featured in advertising, any picture or depiction utilized in connection therewith should be the exact tire offered for sale at the advertised price.

(b) For example, it would be improper to depict a white side wall tire with a designated price when the price is applicable to black wall tires. Such practice would be improper even if a disclosure is made elsewhere in the advertisement that the featured price is not for the depicted whitewalls. [Guide 12]

§ 228.13 Racing claims.

(a) Advertising in connection with racing, speed records, or similar events should clearly and conspicuously disclose that the tires on the vehicle are not generally available all purpose tires, unless such is the fact.

(b) The requirement of this section is applicable also to special purpose racing tires, which although available for such special purpose, are not the advertiser's general purpose product.

(c) Similarly, designations should not be utilized in conjunction with any industry product which falsely suggest, directly or indirectly, that such product is the identical one utilized in racing events or in a particular event. [Guide 13]

§ 228.14 Bait advertising.

(a) Bait advertising is an alluring but insincere offer to sell a product which the advertiser in truth does not intend or want to sell. Its purpose is to obtain leads as to persons interested in buying industry products and to induce them to visit the member's premises. After the person visits the premises, the primary effort is to switch him from buying the advertised product in order to sell something else, usually at a higher price.

(b) No advertisement containing an offer to sell a product should be published when the offer is not a bona fide effort to sell the advertised product. Among the acts and practices which will be considered in determining if an advertisement is bona fide are:

(1) The advertising of a product at a price applicable only to unusual or off size tires or for special purpose tires;

(2) The refusal to show or sell the product offered in accordance with the terms of the offer;

(3) The failure to have available at all outlets listed in the advertisement a sufficient quantity of the advertised product to meet reasonably anticipated demands, unless the advertisement clearly and adequately discloses that the supply is limited and/or the merchandise is available only at designated outlets;

(4) The disparagement by acts or words of the advertised product or the disparagement of the guarantee, credit terms, or in any other respect in connection with it;

(5) Use of a sales plan or method of compensation for salesmen or penalizing salesmen, designed to prevent or discourage them from selling the advertised product. [Guide 14]

§ 228.15 Deceptive pricing.

(a) *Former price comparisons.* One form of advertising in the replacement market is the offering of reductions or savings from the advertiser's former price. This type of advertising may take many forms, of which the following are examples:

Formerly $_____—Reduced to $_____.
50% Off—Sale Priced at $_____.

Such advertising is valid where the basis of comparison, that is, the price on which the represented savings are based, is the actual bona fide price at which the advertiser recently and regularly sold the advertised tire to the public for a reasonably substantial period of time prior to the advertised sale. However, where the basis of comparison (1) is not the advertiser's actual selling price, (2) is a price which was not used in the recent past but at some remote period in the past, or (3) is a price which has been used for only a short period of time and a reduction is claimed therefrom, the claimed savings or reduction is fictitious and the purchaser deceived. Following are examples illustrating the application of this provision:

Example 1. Dealer A advertises a tire as follows: "Memorial Day Sale—Regular price of tire, $15.95—Reduced to $13.95." During the preceding 6 months Dealer A has conducted numerous "sales" at which the tire was sold in large quantities at the $13.95 price. The tire was sold at $15.95 only during periods between the so-called "sales." In these circumstances, the advertised reduction from a "regular" price of $15.95 would be improper, since that was not the price at which the tire was recently and regularly sold to the public for a reasonably substantial period of time prior to the advertised sale.

Example 2. Dealer B engaged in sale advertising weekly on the last 3 days of the week. It was his practice during the selling week to offer a particular line of tires at $24.95 on Monday, Tuesday, and Wednesday, and advertise the same line as "Sale Priced $19.95" on the final 3 days of the selling week. Use of the price for only 3 days prior to the reduction, even though the higher price is resumed after 3 days of "sale" advertising would not constitute a basis for claiming a price reduction. The higher price was not the regular selling price for a reasonably substantial period of time. Furthermore, when the higher price is used only for the first 3 days of the week and another price is used for the final 3 days, the higher price has not been established as a regular price, especially when most sales are made at the lower price during the final 3-day period.

(b) *Trade area price comparisons.* (1) Another recognized form of bargain advertising is to offer tires at prices lower than those being charged by others for the same tires in the area where the advertiser is doing business. Examples of this type of advertising where used in connection with the advertiser's own price are:

Sold Elsewhere at $_____.
Retail Value $_____.

(2) The tire market, because of its nature, requires that special care and precaution be exercised before this type of advertising is used. Trade area price comparisons are understood by purchasers to mean that the represented bargain is a reduction or saving from the price being charged by representative retail outlets for the same tires at the time of the advertisement.

(3) If a tire manufacturer decides to conduct a promotion of a particular tire, reduces the price in his wholly owned stores and independent dealers follow the promotion price, the "sale" price has become the retail price in the area and it

would be deceptive to represent that this "sale" price is reduced from that charged by others. In most circumstances where a promotion is sponsored by the manufacturer and is followed by the wholly owned stores and most of the independent dealers in the area, such trade area price comparisons would be improper.

(4) A trade area price comparison would be valid where an individual dealer, acting on his own, decides to lower the price of a tire significantly below that being charged by others in his area. In this situation, he would be honestly offering a genuine reduction from the price charged by others in his area.

(5) When using a retail price comparison great care should be exercised to make the advertising clear that the basis of the reduction or saving is the price being charged by others and not the advertiser's own former selling price.

(c) *Substantiality of reduction or savings.* In order for an advertiser to represent that a price is reduced or offers savings to purchasers without specifying the extent thereof, it is necessary that the represented reduction or savings be significant. When the amount of the reduction or savings is not stated in advertising and is not substantial enough to attract and influence prospective purchasers if they knew the true facts, the representation is deceptive.

Example. Dealer C advertises a Fourth of July sale featuring X brand tires at a claimed reduction in price. The sale price in the advertisement is stated as $14.75 per tire. The advertisement does not state the former price of the tire. The tire previously had been sold at $14.95. Under the circumstances, the advertisement would be deceptive. The 20-cent reduction in price is insignificant when compared with the actual selling price of the tire. Purchasers generally, if they knew the amount of the reduction, would not be influenced sufficiently thereby to cause them to purchase the tire at the reduced price.

(d) *Representations of specific price reductions and savings.* (1) Advertisements which offer a specified amount or percentage of price reduction or savings should not be used where there is no determinable regular selling price, whether it be the advertiser's former price or the retail price in the area.

(2) The lack of a determinable actual selling price does not preclude all "sale" advertising. For example, if a dealer desires to offer a tire at a price which represents a significant reduction from the lowest price in the range of prices at which he has actually sold the tire in the recent regular course of his business, it would not be deceptive to advertise the tire with such representations as "Sale Priced," "Reduced" or "Save."

(3) However, an advertiser is not precluded from offering specific savings from the lowest price at which he has actually sold tires, provided that the advertising clearly states that the offered savings are a reduction from the lowest previous selling price and not from the advertiser's regular selling price.

(e) *No trade-in prices.* (1) The most common device used in advertising is to offer a purported reduction or savings from a so-called "no trade-in" price. Prospective purchasers are entitled to believe this to mean that they would realize a savings from the price they would have had to pay for the tire prior to the "Sale," either in cash or in cash plus the fair value of a traded-in tire. If this is not true, purchasers are deceived. Where a significant number of sales in relation to a seller's total sales is not made at the so-called "no trade-in" price and such price appreciably exceeds the price purchasers would normally pay the seller (including the fair value of any trade-in), use of the price as a basis for claiming a reduction or savings would be deceptive and contrary to this part.

(2) Representations of high trade-in allowances are sometimes used in combination with fictitious "no trade-in" prices to deceive purchasers. These may take the form of direct representations that a specified amount (usually significantly higher than the value of the tire carcass) will be allowed for a trade-in tire, or, representations of specific savings in the purchase of a new tire when a tire is traded in during a "sale." In either case, the purchaser is given the illusion of a bargain in the guise of a high trade-in allowance which he does not in fact receive if the amount of the allowance is deducted from a fictitiously high "no trade-in" price.

Example 1. An advertisement offers a 25 percent reduction during a May tire sale. The body of the advertisement sets forth a "no trade-in" price as the price from which the represented 25 percent reduction is made. However, such price represents the price at which only 15 percent of the advertiser's total sales were made and which was appreciably higher than the price at which the tire usually sold with a trade-in even with the addition of an amount representing a reasonable, bona fide trade-in allowance. Use of the "no trade-in" price in the advertisement is deceptive.

Example 2. Dealer D advertises, "Now Get $4 to $10 Per Tire Trade-In Allowance" in connection with the sale of a certain tire. Dealer D has regularly sold the tire for $12 to customers having a good recappable tire to offer in trade. During the regular course of Dealer D's business he has granted allowances ranging from 50 cents to $3, depending upon the condition of the tire taken in trade. During the advertised sale, however, Dealer D sells all of the tires at the manufacturer's suggested "no trade-in" price of $22 and deducts from that price the inflated trade-in allowances. Under the circumstances, the advertisement would be deceptive. Dealer D has not granted the allowances in connection with his regular selling price but has used instead the fictitious "no trade-in" price as a basis for offering the inflated allowances. The consumer has been led to believe that his old tire is worth far more than its actual value and Dealer D receives what has been his regular selling price or, in some instances, an amount in excess of the regular price, depending upon the allowance granted.

(f) *Combination offers.* (1) Frequent use is made in the tire market of purported bargain advertising which offers "free" or at a represented reduced price a tire, some other article of merchandise or a service, with the purchase of one or more tires at a specified price. The following are typical examples of this type of offer:

Buy 3, get four at no additional cost.
Buy one tire at $_____, get second tire at 50% off.
Get a wheel free with purchase of each snow tire.
Free wheel alignment with purchase of two new tires.

Such advertising is understood by purchasers to mean that the price charged by the advertiser for the initial tire or tires to be purchased is the price at which they have been regularly sold by the advertiser for a reasonably substantial period of time prior to the sale, and that the amount of the purported reduction or the value of the so-called "free" article or service represents actual savings. If the price of the tires to be purchased is not the advertiser's regular selling price, purchasers are deceived.

Example. Dealer E advertises "2nd Tire ½ Off When You Buy First Tire At Price Listed Below—No Trade-In Needed!" In the body of the advertisement the first tire is listed as costing $25.15 and the second tire $12.57. The figure listed as the price for the first tire is not Dealer E's regular selling price, but the manufacturer's suggested "no trade-in" price. E's regular selling price prior to the so-called sale had been $18.85 per tire. Under the circumstances, the "½ Off" offer would be deceptive. The basis for the advertised offer is not the advertiser's actual selling price for the tire. While consumers are led to believe that they are being afforded substantial savings by purchasing a second tire, in fact they are paying Dealer E's regular selling price for two tires.

(g) *Federal Excise Tax.* Since the Federal Excise Tax on tires is assessed on the manufacturer and is based on the weight of the materials used and not the retail selling price, the tax should be included in the price quoted for a particular tire, or the amount of the tax set out in immediate conjunction with the tire price. For example, assuming the tax on a particular tire to be $1 and the advertised selling price $9.95, the price should be stated as "$10.95" or "$9.95 plus $1 Federal Excise Tax" and not "$9.95 plus Federal Excise Tax."

(h) *Advertising furnished by tire manufacturers.* It is the practice of some tire manufacturers to supply advertising to independent as well as to wholly owned retail outlets in local trade areas. A tire manufacturer providing advertising material to be used in local trade areas by either wholly owned or independent outlets is responsible for the representations made in such advertising and should base price and savings claims on conditions actually existing in the particular areas. In view of price fluctuations at the local level, the general dissemination (i.e., in more than one trade area) to independent retail outlets of advertising material containing stated prices or reduction claims results in deception [1] and is, accordingly, contrary to this part. [Guide 15]

[1] This part does not deal with the question of whether such practice may be improper as contributing to unlawful restraints of trade connected with the enforcement of the Antitrust Laws and the Federal Trade Commission Act.

§ 228.16 **Guarantees.**

(a) In general, any advertising containing a guarantee representation shall clearly and conspicuously disclose:

(1) *The nature and extent of the guarantee.* (i) The general nature of the guarantee should be disclosed. If the guarantee is, for example, against defects in material or workmanship, this should be clearly revealed.

(ii) Disclosure should be made of any material conditions or limitations in the guarantee. This would include any limitation as to the duration of a guarantee, whether stated in terms of treadwear, time, mileage, or otherwise. Exclusion of tire punctures also would constitute a material limitation. If the guarantor's performance is conditioned on the return of the tire to the dealer who made the original sale, this fact should be revealed.

(iii) When a tire is represented as "guaranteed for life" or as having a "lifetime guarantee," the meaning of the term "life" or "lifetime" should be explained.

(iv) Guarantees which under normal conditions are impractical of fulfillment or for such a period of time or number of miles as to mislead purchasers into the belief the tires so guaranteed have a greater degree of serviceability or durability than is true in fact, should not be used.

(2) *The manner in which the guarantor will perform.* This consists generally of a statement of what the guarantor undertakes to do under the guarantee. Types of performance would be repair of the tire, refund of purchase price or replacement of the tire. If the guarantor has an option as to the manner of the performance, this should be expressly stated.

(3) *The identity of the guarantor.* The identity of the guarantor should be clearly revealed in all advertising, as well as in any documents evidencing the guarantee. Confusion of purchasers often occurs when it is not clear whether the manufacturer or the retailer is the guarantor.

(4) *Pro rata adjustment of guarantees*—(i) *Disclosure in advertising.* Many guarantees provide that in the event of tire failure during the guarantee period a credit will be allowed on the purchase price of a replacement tire, the amount of the credit being in proportion to the treadwear or time remaining under the guarantee. All advertising of the guarantee should clearly disclose the pro rata nature of the guarantee and the price basis upon which adjustments will be made.

(ii) *Price basis for adjustments.* Usually under this type of guarantee the same predetermined amount is used as a basis for the prorated credit and the purchase price of the replacement tire. If this so-called "adjustment" price is not the actual selling price but is an artificial, inflated price the purchaser does not receive the full value of his guarantee. This is illustrated by the following example:

"A" purchases a tire which is represented as being guaranteed for the life of the tread. After 75 percent of the tread is worn, the tire fails. The dealer from whom "A" seeks an adjustment under his guarantee is currently selling the tire for $15 but the "adjustment" price of the tire is $20. "A" receives a credit of 25 percent or $5 toward the price of the replacement tire. This credit is applied not on the actual selling price but on the artificial "adjustment" price of $20. Thus, "A" pays $15 for the new tire which is the current selling price of the tire.

Under the facts described in this illustration the guarantee was worthless as the purchaser could have purchased a new tire at the same price without a guarantee. If 50 percent of the tread remained when the adjustment was made, the purchaser would have received a credit of $10 toward the $20 replacement price. He must still pay $10 for a replacement tire. Had the adjustment been made on the basis of the actual selling price he would have obtained a new tire for $7.50. Thus, while deriving some value from his guarantee he did not receive the value he had reason to expect under the guarantee.

(b) Accordingly, to avoid deception of purchasers as to the value of guarantees, adjustments should be made on the basis of a price which realistically reflects the actual selling price of the tire. The following would be considered appropriate price bases for making guarantee adjustments:

(1) The original purchase price of the guaranteed tire; or

(2) The adjusting dealer's actual current selling price at the time of adjustment; or

(3) A predetermined price which fairly represents the actual selling price of the tire.

Whenever an advertisement for tires includes reference to a guarantee, the advertisement should also disclose, clearly and conspicuously, the price basis on which adjustments will be made. Such disclosure of the price basis for adjustments should be in terms of actual purchase or selling price, e.g., original purchase price, adjusting dealer's current selling price, etc. A mere reference to a guarantor's "adjustment price," for example, would not satisfy this disclosure requirement. In addition, written material disclosing the basis for adjustments should be made available to prospective purchasers at the point of sale, and if the third method of adjustment is chosen, such written material should include the actual price on which guarantee adjustments will be made. [Guide 16]

§ 228.17 **Safety or performance features.**

Absolute terms such as "skidproof," "blowout proof," "blow proof," "puncture proof" should not be unqualifiedly used unless the product so described affords complete and absolute protection from skidding, blowouts, or punctures, as the case may be, under any and all driving conditions. [Guide 17]

§ 228.18 **Other claims and representations.**

(a) No claim or representation should be made concerning an industry product which directly, by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of deceiving purchasers or prospective purchasers in any material respect. This prohibition includes, but is not limited to, representations or claims relating to the construction, durability, safety, strength, condition or life expectancy of such products.

(b) Also included among the prohibitions of this section are claims or representations by members of this industry or by distributors of any component parts of materials used in the manufacture of industry products, concerning the merits or comparative merits (as to strength, safety, cooler running, wear, or resistance to shock, heat, moisture, etc.) of such products, components or materials, which are not true in fact or which are otherwise false or misleading. [Guide 18]

§ 228.19 **Snow tire advertising.**

Many manufacturers are now offering winter tread tires with metal spikes. Certain States, or other jurisdictions, however, prohibit the use of such tires because of possible road damage. Accordingly, in the advertising of such products, a clear and conspicuous statement should be made that the use of such tires is illegal in certain States or jurisdictions. Further, when such tires are locally advertised in areas where their use is prohibited, a clear and conspicuous statement to this effect must be included. [Guide 19]

PART 229—GUIDES FOR ADVERTISING FALLOUT SHELTERS

Sec.

AUTHORITY: The provisions of this Part 229 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 229.0 **Definitions.**

(a) *Fallout shelter.* A structure which, when properly installed, has a protection factor against fallout gamma radiation of at least 40. Protection factor is the relative reduction in the amount of radiation that would be received by a person in a shelter compared with the amount which he would receive if unprotected. For example, an unprotected person would receive 40 times more radiation than a person in a shelter with a protection factor of 40.

(b) *Blast-resistant or limited blast-resistant shelter.* A structure which qual-

ifies as a fallout shelter and, in addition, is capable of affording a certain minimum amount of protection against the effects of a blast overpressure and associated nuclear and thermal radiation. To qualify as a "blast-resistant shelter" a structure must be capable of withstanding an overpressure of at least 25 pounds per square inch (psi). To qualify as a "limited blast-resistant shelter" a structure must be capable of withstanding an overpressure of at least 5 psi. For example, 5 psi overpressure would occur at a range of about 8½ miles from a 10 megaton, and about 18 miles from a 100 megaton explosion. 30 psi overpressure would occur at a range of about 2½ miles from a 10 megaton, and about 5 miles from a 100 megaton explosion.

NOTE: These definitions are based upon the minimum technical requirements established by the Office of Civil Defense, Department of Defense.

§ 229.1 Fallout and blast protection.

(a) A structure shall not be described or designated as a "fallout shelter," or by any other term of like implication, nor shall any representation be made that a structure affords protection against radioactive fallout, unless such structure meets the minimum requirements set forth in the foregoing definition of a "fallout shelter."

(b) A structure shall not be described or designated as a "blast shelter" or by any other term of like implication.

(c) A structure shall not be described or designated as a "blast-resistant shelter" or a "limited blast-resistant shelter," or by any other term of like implication, unless it meets the applicable minimum requirements set forth in this part.

(d) No representation, express or implied, shall be made that a structure affords protection against nuclear blast unless such structure meets the minimum requirements for a "limited blast-resistant shelter."

(e) No advertisement for, or representation as to the characteristics or capabilities of, any structure designated as a "fallout shelter," "blast-resistant shelter," "limited blast-resistant shelter," or any other term of like implication, shall be used without the inclusion of an affirmative disclosure, in clear and conspicuous terms, of the limits of the protection provided by such structure.

Example 1. With reference to a fallout shelter which does not qualify as a "limited blast-resistant shelter," the advertisement should disclose that the structure has not been designed to afford protection against blast or other related hazards.

Example 2. If the structure qualifies as a "limited blast-resistant shelter" or a "blast-resistant shelter," the advertisement should disclose that the structure, when properly installed, will protect its occupants from a blast of a stated force (such as 10 megatons) occurring an approximate number of miles distant, as set forth in the examples in § 229.0(b).

(f) If a structure meets the minimum requirements for a "fallout shelter," factual and nondeceptive representations may be made as to the degree and nature of fallout protection afforded. Claims that the fallout protection afforded exceeds the requirements shall not be used, however, unless the protection so afforded exceeds the prescribed minimum to a significant degree.

(g) Claims, express or implied, of absolute or complete protection from fallout or blast under any and all conditions shall not be used. [Guide 1]

§ 229.2 Installation.

(a) Any advertisement offering a shelter shall disclose affirmatively that the structure must be properly installed before it can provide protection as a shelter.

(b) No representation shall be made that a shelter can be installed in one day or in any other period of time, unless the installation can in fact be completed within the stated period.

(c) Statements which deceptively exaggerate the ease or economy with which a shelter can be installed shall not be used. [Guide 2]

§ 229.3 Affirmative disclosures as to capacity.

(a) Whenever any representation is made which conveys any implication as to the size or capacity of the advertised shelter, the advertisement must clearly and conspicuously disclose the number of persons the shelter will protect.

(b) Advertisements containing pictures, a quoted price, the use of the word "family," are examples of the type of representations which are subject to the above requirement.

(c) Minimum standard requirements of the Office of Civil Defense in effect at the time the advertised offer is made will be applied in determining the number of persons that the shelter can protect. These requirements take into account the floor space, the air space (cubic volume of the shelter), and the quantity of fresh air required by each person occupying the shelter. [Guide 3]

§ 229.4 Pictorial and other misrepresentations.

(a) No advertisement shall be used which would mislead prospective buyers, through pictorial representations, or in any other manner, as to the protection afforded by a shelter or as to the size, composition, construction, design, capacity, quality, cost or manner of installation, fire or water-resistant properties, location, or utility of a shelter or any part thereof, or which would be misleading in any other material respect.

(b) All construction items featured in a pictorial representation must be included in the price stated in the advertisement.

Example 1. Picturizations of fallout shelters which imply protection against blast effects but which are not capable of providing this protection shall not be used.

Example 2. An advertisement shall not feature the picture of a higher-priced shelter in conjunction with the price of a lower-priced shelter, thus leading consumers to believe the higher-priced model can be purchased at the lower price. [Guide 4]

§ 229.5 Deceptive prices.

(a) No statement, express or implied, shall be used which misrepresents prices or savings in any manner.

(b) Claims that the price offer is for a limited time only or that there will be an increase in price shall not be used unless in fact true.

(c) Advertised or quoted prices shall include the cost of all parts of the structure which are essential to its functioning as a shelter.

(d) Advertised or quoted prices also shall include all charges for the delivery and installation of the shelter, unless the advertisement clearly and conspicuously discloses that delivery or installation charges are not included.

NOTE: The Guides Against Deceptive Pricing furnish guidance respecting other pricing representations and are to be considered as supplementing this section. [Guide 5]

§ 229.6 Financial terms.

(a) Installment purchase plans shall not be misrepresented in any manner nor shall an advertiser claim that loans from any lending institution are available, or that such loans may be insured by the Federal Housing Administration, unless such is the fact.

(b) Down payments shall not be quoted in such a manner as to imply that the down payment constitutes the entire price.

(c) If a shelter is offered at a quoted price under an installment plan which requires additionally the payment of carrying charges, the fact that carrying charges are to be added to the advertised price must be disclosed.

(d) If an interest rate is quoted, it must be simple interest per annum calculated on the basis of the unpaid balance due as reduced after crediting installments as paid. [Guide 6]

§ 229.7 Guarantees.

A guarantee shall not be used in such a manner as to constitute a misrepresentation of a material fact. For example, "guaranteed fallout proof" is a representation that complete protection against fallout is afforded under all conditions. This would constitute a misrepresentation of a material fact, contrary to the provisions of § 229.1.

NOTE: The Guides Against Deceptive Advertising of Guarantees furnish guidance respecting other guarantee representations and are to be considered as supplementing this section. [Guide 7]

§ 229.8 Government connection, approval or endorsement.

If a shelter design meets the minimum requirements of the Office of Civil Defense, the advertiser may reveal this fact in advertising. Even though the shelter design meets the aforementioned requirements, however, an advertiser shall not represent that the shelter has been approved or endorsed by the Government or is being offered by an agency of the Government. Thus, the use of seals, insignia, trade or brand names, or any other term or symbol implying Government connection, approval, or endorse-

ment shall not be used in advertising. [Guide 8]

§ 229.9 Maintenance or repairs.

No statement shall be made which misrepresents the extent to which maintenance, repairs or replacement of a shelter or parts thereof may be required. [Guide 9]

§ 229.10 "Custom made," "custom built," etc.

Claims that a shelter is "custom made," "custom built," or representations of similar import, shall not be used unless the shelter is to be designed and built specially for the particular purchaser. [Guide 10]

§ 229.11 Model shelters.

An advertiser shall not claim that prospective purchasers' homes have been selected for the installation of "model shelters," or that the owners thereof will receive any amount of money, a reduction in price or other thing of value conditioned upon the sale to others of similar shelters, when such is not the fact. [Guide 11]

§ 229.12 Combination or dual-purpose shelters.

Claims to the effect that a shelter serves a combination or dual purpose shall not be used unless factually true. If a shelter can in fact be utilized for other purposes which would not interfere with its use as a shelter, factual and nondeceptive representations as to such other utilization may be made. [Guide 12]

§ 229.13 Bait advertising.

An advertiser shall not offer a shelter for sale unless such offer is made in good faith for the purpose of selling the advertised shelter. Insincere offers to sell, made for the purpose of contacting prospective purchasers and switching them to a shelter other than the shelter advertised, are not to be used. [Guide 13]

§ 229.14 Lottery schemes.

Sales promotional plans involving lottery shall not be used. [Guide 14]

§ 229.15 Scare tactics.

Scare tactics, such as the employment of horror pictures calculated to arouse unduly the emotions of prospective shelter buyers, shall not be used. [Guide 15]

PART 230—GUIDES FOR ADVERTISING SHELL HOMES

Sec.

AUTHORITY: The provisions of this Part 230 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 230.1 Extent of completion.

(a) Since the typical shell home does not include such features as wiring, plumbing, heating, interior trim and finish, or other requisite components, an advertiser may not represent that the home is finished or completed to any degree inconsistent with the facts.

(b) For example, an advertiser may not claim that the home in its unfinished state is habitable, or that it has appliances, fixtures, equipment, material or services which are not actually included at the time it is accepted by the purchaser.

(c) In every case the advertiser must clearly and conspicuously disclose it is a shell home. [Guide 1]

§ 230.2 Size or dimensions.

(a) An advertiser shall not misrepresent, pictorially or through any other means, the overall size or dimension of the home or the rooms or space therein.

(b) This section prohibits misrepresentation through the use of picturizations, as well as the publication of figures which exaggerate the size or dimension. [Guide 2]

§ 230.3 Pictorial representations.

(a) All construction items featured in a pictorial representation, such as a porch, carport, chimney, steps, etc., must be included in the price quoted in the advertisement.

(b) An advertisement shall not feature the picture of a higher-priced home in conjunction with the price of a lower-priced home, thus leading prospective purchasers to believe the higher-priced home can be purchased at the lower price.

(c) If the price of any home other than the one pictured in the advertisement is quoted, the price of the pictured home must be disclosed and quoted with equal size and conspicuousness. [Guide 3]

§ 230.4 Savings.

(a) If savings claims are made (1) the basis for the comparison must be clearly disclosed, (2) the savings must be factually true, and (3) the advertising must clearly disclose: (i) That the buyer must furnish the remaining material and (ii) that the saving, if any, is based upon the buyer completing the remainder of the work.

(b) For example, if the advertiser has a factually true savings claim to make in comparison either with a project type or custom-built home, he must disclose the type of home with which the comparison is being made.

(c) In determining whether the savings claim is factually true, the comparison must be based upon a home of like quality, material, size, design and workmanship in the same general locality where the shell home is to be built.

(d) If savings claims other than those outlined in paragraphs (a), (b), and (c) of this section, are utilized, the claim must meet the applicable provisions of the Commission's Guides Against Deceptive Pricing. [Guide 4]

§ 230.5 Financial terms.

(a) Installment purchase plans shall not be misrepresented in any manner. This section prohibits claims to the effect that loans are available from any particular lending institution or through a particular lending program, or that loans are federally insured, or that the seller will finance the purchaser's indebtedness, unless such is the fact.

(b) Down payments shall not be quoted in such a manner as to imply that the down payment constitutes the entire price.

(c) Claims such as "No Money Down" shall not be used unless factually true. Moreover, where such claims are predicated on the existence of other material conditions, such as the possession of a lot free and clear of encumbrances equal in value to 5 percent of the cost of the shell home, such condition or conditions must be clearly and conspicuously disclosed in the advertising.

(d) If a home is advertised at a quoted price under an installment plan which requires additionally the payment of interest, carrying charges, down payment, or premiums for credit life insurance, the fact that such costs are to be added to the advertised price must be clearly disclosed. If monthly payments are quoted, the duration of the payments must be disclosed. Additionally, if terminal payments significantly larger than the advertised monthly payments are required, this fact must also be clearly disclosed as well as the amount thereof.

(e) A seller shall not procure the signature of purchasers on negotiable promissory notes without revealing to such purchasers they are signing a negotiable promissory note which may be discounted and also revealing the amount, terms, and conditions of such instrument.

(f) If an interest rate is quoted in advertising, it must be simple interest per annum calculated on the basis of the unpaid balance due as reduced after crediting installments as paid. [Guide 5]

§ 230.6 Bait advertising.

(a) An advertiser shall not offer a home for sale unless such offer is made in good faith for the purpose of selling the advertised home. Insincere offers to sell, made for the purpose of contacting prospective purchasers and switching them to a home other than the home advertised, shall not be used.

(b) Even though the true facts are subsequently made known to the buyer, the law is violated if the first contact or interview is secured by deception.

NOTE: The Guides Against Bait Advertising furnish specific guidance in regard to bait practices and are to be considered as supplementing this section. [Guide 6]

§ 230.7 Guarantees.

In general, any guarantee in advertising shall clearly and conspicuously disclose:

(a) The nature and extent of the guarantee. This includes disclosure of:

(1) What product or part of the product is guaranteed,

(2) What characteristics or properties of the designated product or part thereof are covered by, or excluded from, the guarantee,

(3) What is the duration of the guarantee,

(4) What, if anything, any one claiming under the guarantee must do before the guarantor will fulfill his obligation under the guarantee, such as return of the product and payment of service or labor charges; and

(b) The manner in which the guarantor will perform. This consists primarily of a statement of exactly what the guarantor undertakes to do under the guarantee. Examples of this would be repair, replacement or refund. If the guarantor or the person receiving the guarantee has an option as to what may satisfy the guarantee this should be set out; and

(c) The identity of the guarantor. The identity of the guarantor should be clearly revealed in all advertising, as well as in any documents evidencing the guarantee. Confusion of purchasers often occurs when it is not clear whether the manufacturer or the builder is the guarantor.

NOTE: The Guides Against Deceptive Advertising of Guarantees furnish guidance respecting other guarantee representations and are to be considered as supplementing this section. [Guide 7]

§ 230.8 Model homes.

An advertiser shall not claim that a prospective buyer has been "selected" or that his home will be used as a "model" or "demonstration," or that the owner thereof will receive any amount of money, a reduction in price or other thing of value conditioned upon the sale of similar homes to others, unless such representation is factually true. [Guide 8]

§ 230.9 Delivery and installation.

(a) Advertised or quoted prices shall include all charges for delivery and installation of the home, unless the advertisement clearly and conspicuously discloses that delivery or installation charges are not included.

(b) Representations that a home will be delivered or installed within a specified period of time shall not be used unless factually true. [Guide 9]

PART 231—GUIDES FOR SHOE CONTENT LABELING AND ADVERTISING

Subpart A—Labeling

Subpart B—Advertising

AUTHORITY: The provisions of this Part 231 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

Subpart A—Labeling

§ 231.1 Labeling in general.

(a) (1) The term "leather" and other terms suggestive of leather may be unqualifiedly used in the labeling of shoes and slippers only when the shoes or slippers are composed in all substantial parts of top grain leather, exclusive of heels, stiffenings and ornamentation.

(2) If a shoe or slipper is composed in substantial part of leather, such terms may be used if immediately qualified to show clearly what part or parts are of leather, provided the other requirements of this part are met and provided further that no reference to leather content shall be so emphasized as to exaggerate or otherwise deceptively represent the quantity, quality or extent of leather present.

(3) The unqualified term "leather" and other terms suggestive of leather may not be used to describe shoes and slippers or parts thereof made from split leather or from ground, pulverized or shredded leather. The term may be used if qualified so as to provide an accurate, nondeceptive description of the split leather or the ground, pulverized or shredded leather content.

(b) In the labeling of shoes and slippers, no trade name, coined name, trade-mark, depiction, symbol, or other words or terms may be used, which would tend to convey the impression that the shoes or slippers are made of a certain kind or type of material when they are not.

(c) Examples of words and terms prohibited by this section, when applied to nonleather material are:

"Duraleather."
"Barkhyde."

(d) All labeling disclosures required by this Subpart A must be in the form of stamps, tags or labels imbedded in or attached to the product itself and so affixed as to remain thereon until completion of the sale to the retail customer. The disclosures required need not be in a single location or on the same stamp, tag or label, but they must all be easily and readily observed and understood upon casual inspection of the shoes or slippers. [Guide 1]

§ 231.2 Simulated or imitation leather.

Shoes or slippers composed either wholly, or in any part other than heels, of visible, or partly visible, nonleather material having the appearance of leather, or split leather, must bear labeling which clearly identifies the part or parts so composed and which clearly discloses either:

(a) The material is simulated or imitation leather, or

(b) The general nature of the material in such manner as will show it is not leather or split leather.

(c) Examples of disclosures which will meet the requirements of this section, when justified by the facts, are:

"Outersole, innersole and linings composed of imitation leather," or "imitation leather shoeboard."
"Midsoles composed of cellulose fibres," or "cellulose fibre shoeboard."
"Sock lining, quarter lining and heel pad are imitation leather made from ground leather fibres."
"Vinyl linings."

(d) A disclosure that will not meet the requirements of this section is:

"Shoeboard innersole."

[Guide 2]

§ 231.3 Concealed innersoles.

(a) Shoes or slippers containing innersoles of nonleather material which are concealed from view, but which also contain other visible parts of leather, must bear a label clearly disclosing the presence of the nonleather innersole.

(b) Examples of disclosures which will meet the requirements of this section are:

"Innersole of nonleather shoeboard."
"Innersole of cellulose fibre" or "cellulose fibre shoeboard."
"Innersole of rubberized felt."

(c) A disclosure which will not meet the requirements of this section is:

"Shoeboard Innersole."

[Guide 3]

§ 231.4 Split leather.

(a) Shoes or slippers composed either wholly or in part of visible split leather which simulates top grain leather must bear a label clearly disclosing the material is split leather and clearly identifying the part or parts to which the disclosure applies. (Leather made from portions of hides or skins which have been split into two or more thicknesses, other than the grain or hair side, shall be considered split leather.)

(b) Example of disclosures which will meet the requirement of this section is:

"Upper composed of split cowhide."

[Guide 4]

§ 231.5 Embossed or processed leather.

(a) Shoes or slippers composed either wholly or in part of visible leather which has been embossed, dyed, or otherwise processed, so as to simulate the appearance of a different kind or type of leather, must bear a label clearly disclosing the kind or type of leather of which they are actually made.

(b) If representations as to the leather appearance of the shoes or slippers are made, the label must reveal the simulated or imitation nature of the visible surface, and the disclosure as to the true composition of the material must be set forth in immediate conjunction with such representations.

Example. "Simulated alligator made of split cowhide."

[Guide 5]

§ 231.6 Ground or shredded leather.

Shoes or slippers, composed either wholly or in part of visible ground, pulverized or shredded leather that has the appearance of being leather must bear a label clearly identifying the part or

parts involved and clearly disclosing either:

(a) The material is simulated or imitation leather, or

(b) The material is of ground, pulverized or shredded leather. [Guide 6]

Subpart B—Advertising

§ 231.7 Disclosures in advertising.

(a) Whenever a shoe or slipper is visually depicted in advertising, including catalogs, with sufficient clarity so that the picturization itself would have a tendency to create the impression that pictorially visible nonleather parts exclusive of heels are composed of leather or split leather or that pictorially visible leather parts exclusive of heels are composed of a different kind or type of leather than is the case, the advertising must contain a statement clearly and conspicuously disclosing either:

(1) The visible part or parts are simulated or imitation leather, or

(2) The general nature of the visible part or parts in such manner as will show they are not leather or not the type of leather depicted.

Example. An advertisement contains a picture of a shoe in sufficient detail as to lead a casual reader to expect the upper and linings were composed of leather. This advertisement must disclose the true composition of these parts or disclose that they are imitation leather.

(b) The term "leather" and other terms suggestive of leather may be unqualifiedly used in advertising of shoes and slippers only when the shoes or slippers are composed in all substantial parts of top grain leather, exclusive of heels, stiffenings and ornamentation.

(1) If a shoe or slipper is composed in substantial part of leather, such terms may be used in advertising if immediately qualified to show clearly what part or parts are of leather, provided no reference to leather content shall be so emphasized as to exaggerate or otherwise deceptively represent the quantity, quality or extent of leather present.

(2) The unqualified term "leather" and other terms suggestive of leather may not be used to describe shoes and slippers or parts thereof made from split leather or from ground, pulverized or shredded leather. The term may be used if qualified so as to provide an accurate, nondeceptive description of the split leather or the ground, pulverized or shredded leather content.

(3) Terms suggestive of leather may be used to describe the appearance of a nonleather material which has the appearance of leather if immediately accompanied by a disclosure that the term refers only to the appearance and that the material is not leather.

Example. "Imitation Alligator."

(c) In the advertising of shoes and slippers, no trade name, coined name, trade-mark, depiction, symbol, or other words or terms may be used which would tend to convey the impression that the shoes or slippers advertised are made of a certain kind or type of material when they are not.

(d) Examples of words and terms prohibited by this section, when applied to nonleather material are:

"Duraleather."
"Barkhyde."

[Guide 7]

PART 232—GUIDES FOR ADVERTISING RADIATION MONITORING INSTRUMENTS

Sec.

AUTHORITY: The provisions of this Part 232 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 232.0 Application.

This part is applicable to the advertising of instruments, devices or other products which are represented in any manner to be of use to the general public for detecting or measuring fallout radiation. All forms of advertising, labeling and other promotional material, however, disseminated, are within the scope of this part.

§ 232.0–1 Explanation of terms.

As used in this part:

(a) "Gamma radiation" refers to the high energy radiation which would be given off by radioactive fallout particles and would present the major radiation hazard for the first few weeks after a nuclear attack;

(b) "Roentgen" refers to the standard unit of measure for the amount (dose) of gamma radiation exposure;

(c) "Dosimeter" refers to an instrument or device designed to measure the accumulated amount (total dose) of gamma radiation to which an individual or area has been exposed during the period of measurement;

(d) "Rate meter" refers to an instrument or device designed to measure the intensity (dose rate) of gamma radiation existing at the time and place of measurement;

(e) "Official OCD Criteria" refers to the "Criteria for Radiation Instruments for Use by the General Public" [1] as published by the Office of Civil Defense, Department of Defense, Washington, D.C. 20301.

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[1] Copies of the "Criteria for Radiation Instruments for Use by the General Public" are available upon request from the Office of Civil Defense, Department of Defense, Washington, D.C. 20301.

§ 232.1 Products adequate for home civil defense use.

(a) A product should not be represented, directly or by implication, as providing an adequate means whereby families or individual users may detect or measure radiation resulting from a nuclear attack, unless the product meets the Official OCD Criteria in all material respects.

(b) The following are some examples of products which would fail, in material respects, to meet the Official OCD Criteria:

Example 1. A rate meter which will not measure (indicate quantitatively) gamma radiation dose rates from 1 to at least 100 roentgens per hour and give positive indication when the dose rate is between 100 roentgens per hour and 1,000 roentgens per hour;

Example 2. A dosimeter which will not measure (indicate quantitatively) accumulated doses of gamma radiation:

a. From zero to at least 600 roentgens, or

b. From zero to at least 200 roentgens (when provision is made for resetting the instrument's indicator back to zero to permit further use);

Example 3. A rate meter which will not provide a measure of gamma radiation within an over-all accuracy of plus or minus 35 percent of the true gamma radiation intensity (dose rate);

Example 4. A dosimeter which will not measure gamma radiation within an over-all accuracy of plus or minus 25 percent of the true accumulated amount (total dose) of gamma radiation;

Example 5. An instrument, the operation of which would be materially affected by temperature changes, habitable altitudes, high humidity and other climatic and weather conditions, or by prolonged periods of storage;

Example 6. An instrument or device which would require the user to evaluate the radiation dose or dose rate by nothing more than his interpretation of variations in tone, brightness, loudness, color or photographic densities.

[Guide I]

§ 232.2 Products of limited home civil defense use—affirmative disclosures of limitations.

A product which does not meet the official OCD criteria in all material respects, but which would be of some significant use in detecting and measuring fallout radiation, should not be represented, directly or by implication, as providing any means whereby members of the general public could detect or measure radiation resulting from a nuclear attack, unless all advertising, labeling and promotional material used therefor clearly and conspicuously disclose all material respects in which the product fails to meet the official OCD criteria. [Guide II]

§ 232.3 Representations for toys, novelties, etc.

Products which cannot be relied on to serve a significant purpose in detecting and measuring radiation after a nuclear attack, should not be advertised or labeled in any manner which would convey the impression that the product would fulfill any such home civil defense need. [Guide III]

§ 232.4 Representations for professional monitoring instruments.

Professional, industrial, laboratory and other types of products designed for specialized radiation monitoring, but which would not be of practical use for some significant home civil defense need, should not be represented in any manner that would convey the impression that the product would be useful for home civil defense purposes. [Guide IV]

§ 232.5 Representations requiring qualifications.

(a) Representations which are susceptible of more than one interpretation, one or more of which would be misleading, should be qualified to remove the deceptive implications.

Example 1. Claims implying that radiation monitoring instruments provide "protection" from fallout radiation are misleading because such instruments only detect and measure radiation. Shelter is required for protection against radiation hazards. Therefore, any statement implying that monitoring instruments afford protection, such as, "Help Protect the Family," should be properly qualified.

Example 2. Such representations as "Detect and Measure Radiation" should be qualified so as to make it clear that the advertised product would be adequate for measuring only dose rates or only total doses of gamma radiation, as the case may be, unless the product adequately provides for making both types of measurements.

(b) Representations which cannot be qualified without the qualification amounting to a contradiction should not be used.

Example 1. Representations such as "100 percent Accurate" and "Fully Accurate," or any other expressions implying that an instrument would be completely accurate under all possible conditions of use, should not be used unless true in fact, because any qualification would amount to a contradiction.

Example 2. If a product does not include an adequate dosimeter and an adequate rate meter it should not be represented as a "Complete Family Kit," because any qualification of that claim, or one of similar meaning, would necessarily contradict the implication that a family would need nothing more than the kit to satisfy its basic radiation monitoring needs.

(c) Qualifications or disclosures should be made clearly and conspicuously in close conjunction with any representation which makes the qualification or disclosure necessary, and should have sufficient prominence to be observed by casual readers. Qualifications and disclosures should not be deceptively deemphasized through use of small print, asterisks, footnotes or by any other means. [Guide V]

§ 232.6 Government approval or endorsement.

If a product meets the official OCD criteria, the advertiser may reveal this fact in advertising. However, even though the product meets such criteria, an advertiser should not represent in any manner that the product is being offered by, or has been approved, accepted, recommended or otherwise endorsed by the Government or any agency thereof. Thus, representations, pictures, seals, insignia, trade or brand names, or any other term or symbol which would imply any Government connection, approval or any other form of governmental endorsement, should not be used. [Guide VI]

§ 232.7 Performance claims and other representations.

No representation should be made, in any manner, which would mislead prospective purchasers concerning:

(a) A product's manner of performance, capabilities, reliability, utility, durability, or shock-resistant or moisture-resistant properties; or

(b) The ease or simplicity with which a product may be operated, interpreted, calibrated, tested, repaired or maintained. [Guide VII]

NOTE: The Federal Trade Commission's Guides Against Deceptive Pricing and Guides Against Deceptive Advertising of Guarantees furnish guidance respecting price and guarantee representations.

PART 233—GUIDES AGAINST DECEPTIVE PRICING

Sec.

AUTHORITY: The provisions of this Part 233 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 233.1 Former price comparisons.

(a) One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser's own former price for an article. If the former price is the actual, bona fide price at which the article was offered to the public on a regular basis for a reasonably substantial period of time, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. If, on the other hand, the former price being advertised is not bona fide but fictitious—for example, where an artificial, inflated price was established for the purpose of enabling the subsequent offer of a large reduction—the "bargain" being advertised is a false one; the purchaser is not receiving the unusual value he expects. In such a case, the "reduced" price is, in reality, probably just the seller's regular price.

(b) A former price is not necessarily fictitious merely because no sales at the advertised price were made. The advertiser should be especially careful, however, in such a case, that the price is one at which the product was openly and actively offered for sale, for a reasonably substantial period of time, in the recent, regular course of his business, honestly and in good faith—and, of course, not for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based. And the advertiser should scrupulously avoid any implication that a former price is a selling, not an asking price (for example, by use of such language as, "Formerly sold at $_____"), unless substantial sales at that price were actually made.

(c) The following is an example of a price comparison based on a fictitious former price. John Doe is a retailer of Brand X fountain pens, which cost him $5 each. His usual markup is 50 percent over cost; that is, his regular retail price is $7.50. In order subsequently to offer an unusual "bargain", Doe begins offering Brand X at $10 per pen. He realizes that he will be able to sell no, or very few, pens at this inflated price. But he doesn't care, for he maintains that price for only a few days. Then he "cuts" the price to its usual level—$7.50—and advertises: "Terrific Bargain: X Pens, Were $10, Now Only $7.50!" This is obviously a false claim. The advertised "bargain" is not genuine.

(d) Other illustrations of fictitious price comparisons could be given. An advertiser might use a price at which he never offered the article at all; he might feature a price which was not used in the regular course of business, or which was not used in the recent past but at some remote period in the past, without making disclosure of that fact; he might use a price that was not openly offered to the public, or that was not maintained for a reasonable length of time, but was immediately reduced.

(e) If the former price is set forth in the advertisement, whether accompanied or not by descriptive terminology such as "Regularly," "Usually," "Formerly," etc., the advertiser should make certain that the former price is not a fictitious one. If the former price, or the amount or percentage of reduction, is not stated in the advertisement, as when the ad merely states, "Sale," the advertiser must take care that the amount of reduction is not so insignificant as to be meaningless. It should be sufficiently large that the consumer, if he knew what it was, would believe that a genuine bargain or saving was being offered. An advertiser who claims that an item has been "Reduced to $9.99," when the former price was $10, is misleading the consumer, who will understand the claim to mean that a much greater, and not merely nominal, reduction was being offered. [Guide I]

§ 233.2 Retail price comparisons; comparable value comparisons.

(a) Another commonly used form of bargain advertising is to offer goods at prices lower than those being charged by others for the same merchandise in the advertiser's trade area (the area in which he does business). This may be done either on a temporary or a permanent basis, but in either case the advertised higher price must be based upon fact, and not be fictitious or misleading. Whenever an advertiser represents that he is selling below the prices being charged in his area for a particular article, he should be reasonably certain that the higher price he advertises does not appreciably exceed the price at

which substantial sales of the article are being made in the area—that is, a sufficient number of sales so that a consumer would consider a reduction from the price to represent a genuine bargain or saving. Expressed another way, if a number of the principal retail outlets in the area are regularly selling Brand X fountain pens at $10, it is not dishonest for retailer Doe to advertise: "Brand X Pens, Price Elsewhere $10, Our Price $7.50".

(b) The following example, however, illustrates a misleading use of this advertising technique. Retailer Doe advertises Brand X pens as having a "Retail Value $15.00, My Price $7.50," when the fact is that only a few small suburban outlets in the area charge $15. All of the larger outlets located in and around the main shopping areas charge $7.50, or slightly more or less. The advertisement here would be deceptive, since the price charged by the small suburban outlets would have no real significance to Doe's customers, to whom the advertisement of "Retail Value $15.00" would suggest a prevailing, and not merely an isolated and unrepresentative, price in the area in which they shop.

(c) A closely related form of bargain advertising is to offer a reduction from the prices being charged either by the advertiser or by others in the advertiser's trade area for other merchandise of like grade and quality—in other words, comparable or competing merchandise—to that being advertised. Such advertising can serve a useful and legitimate purpose when it is made clear to the consumer that a comparison is being made with other merchandise and the other merchandise is, in fact, of essentially similar quality and obtainable in the area. The advertiser should, however, be reasonably certain, just as in the case of comparisons involving the same merchandise, that the price advertised as being the price of comparable merchandise does not exceed the price at which such merchandise is being offered by representative retail outlets in the area. For example, retailer Doe advertises Brand X pen as having "Comparable Value $15.00". Unless a reasonable number of the principal outlets in the area are offering Brand Y, an essentially similar pen, for that price, this advertisement would be deceptive. [Guide II]

§ 233.3 Advertising retail prices which have been established or suggested by manufacturers (or other nonretail distributors).

(a) Many members of the purchasing public believe that a manufacturer's list price, or suggested retail price, is the price at which an article is generally sold. Therefore, if a reduction from this price is advertised, many people will believe that they are being offered a genuine bargain. To the extent that list or suggested retail prices do not in fact correspond to prices at which a substantial number of sales of the article in question are made, the advertisement of a reduction may mislead the consumer.

(b) There are many methods by which manufacturers' suggested retail or list prices are advertised: large scale (often nationwide) mass-media advertising by the manufacturer himself; preticketing by the manufacturer; direct mail advertising; distribution of promotional material or price lists designed for display to the public. The mechanics used are not of the essence. This part is concerned with any means employed for placing such prices before the consuming public.

(c) There would be little problem of deception in this area if all products were invariably sold at the retail price set by the manufacturer. However, the widespread failure to observe manufacturers' suggested or list prices, and the advent of retail discounting on a wide scale, have seriously undermined the dependability of list prices as indicators of the exact prices at which articles are in fact generally sold at retail. Changing competitive conditions have created a more acute problem of deception than may have existed previously. Today, only in the rare case are all sales of an article at the manufacturer's suggested retail or list price.

(d) But this does not mean that all list prices are fictitious and all offers of reductions from list, therefore, deceptive. Typically, a list price is a price at which articles are sold, if not everywhere, then at least in the principal retail outlets which do not conduct their business on a discount basis. It will not be deemed fictitious if it is the price at which substantial (that is, not isolated or insignificant) sales are made in the advertiser's trade area (the area in which he does business). Conversely, if the list price is significantly in excess of the highest price at which substantial sales in the trade area are made, there is a clear and serious danger of the consumer being misled by an advertised reduction from this price.

(e) This general principle applies whether the advertiser is a national or regional manufacturer (or other nonretail distributor), a mail-order or catalog distributor who deals directly with the consuming public, or a local retailer. But certain differences in the responsibility of these various types of businessmen should be noted. A retailer competing in a local area has at least a general knowledge of the prices being charged in his area. Therefore, before advertising a manufacturer's list price as a basis for comparison with his own lower price, the retailer should ascertain whether the list price is in fact the price regularly charged by principal outlets in his area.

(f) In other words, a retailer who advertises a manufacturer's or distributor's suggested retail price should be careful to avoid creating a false impression that he is offering a reduction from the price at which the product is generally sold in his trade area. If a number of the principal retail outlets in the area are regularly engaged in making sales at the manufacturer's suggested price, that price may be used in advertising by one who is selling at a lower price. If, however, the list price is being followed only by, for example, small suburban stores, house-to-house canvassers, and credit houses, accounting for only an insubstantial volume of sales in the area, advertising of the list price would be deceptive.

(g) On the other hand, a manufacturer or other distributor who does business on a large regional or national scale cannot be required to police or investigate in detail the prevailing prices of his articles throughout so large a trade area. If he advertises or disseminates a list or preticketed price in good faith (i.e., as an honest estimate of the actual retail price) which does not appreciably exceed the highest price at which substantial sales are made in his trade area, he will not be chargeable with having engaged in a deceptive practice. Consider the following example:

(h) Manufacturer Roe, who makes Brand X pens and sells them throughout the United States, advertises his pen in a national magazine as having a "Suggested Retail Price $10," a price determined on the basis of a market survey. In a substantial number of representative communities, the principal retail outlets are selling the product at this price in the regular course of business and in substantial volume. Roe would not be considered to have advertised a fictitious "suggested retail price." If retailer Doe does business in one of these communities, he would not be guilty of a deceptive practice by advertising, "Brand X Pens, Manufacturer's Suggested Retail Price, $10, Our Price, $7.50."

(i) It bears repeating that the manufacturer, distributor or retailer must in every case act honestly and in good faith in advertising a list price, and not with the intention of establishing a basis, or creating an instrumentality, for a deceptive comparison in any local or other trade area. For instance, a manufacturer may not affix price tickets containing inflated prices as an accommodation to particular retailers who intend to use such prices as the basis for advertising fictitious price reductions. [Guide III]

§ 233.4 Bargain offers based upon the purchase of other merchandise.

(a) Frequently, advertisers choose to offer bargains in the form of additional merchandise to be given a customer on the condition that he purchase a particular article at the price usually offered by the advertiser. The forms which such offers may take are numerous and varied, yet all have essentially the same purpose and effect. Representative of the language frequently employed in such offers are "Free," "Buy One—Get One Free," "2-For-1 Sale," "Half Price Sale," "1¢ Sale," "50% Off," etc. Literally, of course, the seller is not offering anything "free" (i.e., an unconditional gift), or ½ free, or for only 1¢, when he makes such an offer, since the purchaser is required to purchase an article in order to receive the "free" or "1¢" item. It is important, therefore, that where such a form of offer is used, care be taken not to mislead the consumer.

(b) Where the seller, in making such an offer, increases his regular price of the article required to be bought, or decreases the quantity and quality of that article, or otherwise attaches strings

(other than the basic condition that the article be purchased in order for the purchaser to be entitled to the "free" or "1¢" additional merchandise) to the offer, the consumer may be deceived.

(c) Accordingly, whenever a "free," "2-for-1," "half price sale," "1¢ sale," "50% off" or similar type of offer is made, all the terms and conditions of the offer should be made clear at the outset. [Guide IV]

§ 233.5 Miscellaneous price comparisons.

The practices covered in the provisions set forth above represent the most frequently employed forms of bargain advertising. However, there are many variations which appear from time to time and which are, in the main, controlled by the same general principles. For example, retailers should not advertise a retail price as a "wholesale" price. They should not represent that they are selling at "factory" prices when they are not selling at the prices paid by those purchasing directly from the manufacturer. They should not offer seconds or imperfect or irregular merchandise at a reduced price without disclosing that the higher comparative price refers to the price of the merchandise if perfect. They should not offer an advance sale under circumstances where they do not in good faith expect to increase the price at a later date, or make a "limited" offer which, in fact, is not limited. In all of these situations, as well as in others too numerous to mention, advertisers should make certain that the bargain offer is genuine and truthful. Doing so will serve their own interest as well as that of the public. [Guide V]

PART 234—GUIDES FOR THE MAIL ORDER INSURANCE INDUSTRY

Sec.

AUTHORITY: The provisions of this Part 234 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 234.0 Definitions.

(a) "Advertisement" for the purpose of this part, shall mean any of the following material when used in connection with solicitation of the original purchase of a policy, or renewal or reinstatement thereof:

(1) Any printed or published material, descriptive literature, statements or depictions of an insurer used in newspapers, magazines, radio and TV scripts or presentations, billboards, and similar displays, and

(2) Descriptive literature and sales aids of all kinds issued or caused to be issued by an insurer or by an insurer's agent or broker for presentation to members of the public, including, but not limited to, circulars, leaflets, booklets, depictions, illustrations, form letters, and policy forms.

(b) "Policy" for the purpose of this part, shall include any policy, plan, certificate, contract, agreement, statement of coverage, rider or endorsement which provides insurance benefits for any kind of loss or expense.

(c) "Insurer" for the purpose of this part, shall include any individual, corporation, association, partnership, reciprocal exchange, inter-insurer, Lloyds, fraternal benefit society, and any other legal entity, engaged in the advertisement and sale of a policy as herein defined.

§ 234.1 Deception (general).

No advertisement shall be used which because of words, phrases, statements or illustrations therein or information omitted therefrom has the capacity and tendency to mislead or deceive purchasers or prospective purchasers, irrespective of whether a policy advertised is made available to an insured prior to the consummation of the sale, or an offer is made of a premium refund if a purchaser is not satisfied. Words or phrases which are misleading or deceptive because the meaning thereof is not clear, or is clear only to persons familiar with insurance terminology, shall not be used. [Guide 1]

§ 234.2 Advertisement of benefits, losses covered or premiums payable.

(a) *Disclosure as to exceptions, reductions and limitations.* (1) No advertisement shall refer to any loss covered or benefit provided by an insurance policy, period of time for which any benefit is payable, or the cost of a policy, without clearly and conspicuously disclosing in close conjunction therewith such exceptions, reductions and limitations relating thereto as will fully relieve the advertisement of all capacity to deceive.

(2) The disclosure requirements of this section are not applicable to advertisements which mention only the general kind of insurance (e.g., "Life," "Accident," "Hospitalization"), give no information as to losses covered, benefits or premiums, and serve the purpose of merely inviting inquiries or a show of interest on the part of the recipients.

(3) As used in this section:

(i) The term "exception" means any provision in a policy whereby coverage for a specified hazard is entirely eliminated. It is a statement of risk not assumed under the policy.

(ii) The term "reduction" shall mean any provision which reduces the amount of the benefit; a risk of loss is assumed but payment upon the occurrence of such loss is limited to some amount or period less than would be otherwise payable had such reduction clause not been used.

(iii) The term "limitation" means any provision which restricts the duration or extent of coverage, losses covered, or benefits payable under the policy other than an exception or a reduction.

(4) *Waiting, elimination, probationary or similar periods:* When there is a time period between the effective date of a policy and the effective date of coverage under the policy, or a time period between the date a loss occurs and the date benefits begin to accrue for such loss, such fact must be clearly and conspicuously disclosed in close conjunction with any reference to such coverage or benefits made in any advertisement.

(5) *Benefits contingent on conditions:* When a policy pays varying amounts of benefits for the same loss occurring under different conditions or which pays benefits only when a loss occurs under certain conditions, any reference to such benefits in an advertisement must be closely accompanied by clear and conspicuous disclosure of such different or limited conditions as are applicable.

(6) *Preexisting conditions:* If a policy provides any limitations on the coverage of a loss if the cause of such loss is traceable to a condition existing prior to the effective date of the policy, or prior to any other particular time, any reference to the policy coverage of the loss made in any advertisement must be closely accompanied by clear and conspicuous disclosure of such limitations. (See also § 234.3.)

(7) *Deceptive words or phrases:* (i) No words, terms or phrases shall be used as descriptive of the coverage provided by a policy which misrepresent the extent of such coverage. Words such as "all," "full," "complete," "unlimited," and words of similar import must not be used to refer to any coverage which under the terms of the policy is subject to exceptions, reductions or limitations. Other words, terms, or phrases representing or implying broad insurance coverage must not be used as descriptive of losses covered or benefits provided by a policy which are subject to exceptions, reductions or limitations without disclosure of the applicable exceptions, reductions or limitations as required by this paragraph (a).

(ii) The terms "hospitalization," "accident," or "life" must not be used as descriptive of an insurance policy which provides benefits for only unusual or unique sicknesses, accidents, or causes of death unless in close conjunction with such terms clear and conspicuous disclosure is made of such coverage (e.g. "Leukemia Hospitalization," "Death by Drowning").

(iii) Words or phrases such as "up to," "as high as," etc. shall not be used as descriptive of the dollar amount payable for any kind of represented losses or expenses unless the policy provides benefit payments up to such amount in all cases for such losses or expenses actually sustained by a policyholder, or there is full

and conspicuous disclosure in close conjunction with such words or phrases of either—

(a) the complete schedule of payments provided by the policy, or

(b) the specific loss or expense for which the represented dollar amount is provided by the policy; and also disclosure that benefits provided by the policy for losses or expenses of the kind represented vary in amount depending on the particular kind of loss or expense incurred, if such is the case, as for example—"Policy provides surgical benefits which vary in amount depending on kind of operation performed. For example, pays up to $150 for operation to remove a lung."

and there is also disclosure of such other exceptions, reductions or limitations as required by this paragraph (a).

(iv) An advertisement must not contain representations such as "This policy pays $1,800 for hospital room and board expenses" without clear and conspicuous disclosure in close conjunction therewith of the maximum daily benefit and the maximum time limit for such hospital room and board expense.

(v) An advertisement must not represent the weekly, monthly, or other periodic benefits payable under a policy without clearly and conspicuously disclosing in close conjunction with such representation the limitation of time over which such benefits will be paid or of the number of payments or total amount thereof which will be made if, by the terms of the policy, payment of benefits for any loss or aggregate of losses is limited to time, number, or total amount.

(8) *Age limitation:* Any reference in an advertisement to any insurance coverage or benefits which by the terms of the policy are limited to a certain age group must be closely accompanied by clear and conspicuous disclosure of such fact.

(b) *Deception as to coverage and additional benefits.* (1) A policy covering only one disease or certain specified diseases must not be advertised in such manner as to imply coverage beyond the terms of the policy, either by use of synonymous words or terms to refer to any disease or physical conditions so as to imply broader coverage, or by other means.

(2) An advertisement must not represent, directly or indirectly, that a policy provides for the payment of certain benefits in addition to other benefits when such is not the fact. [Guide 2]

§ 234.3 Health of the applicant or insured.

No advertisement shall be used which represents or implies—

(a) That the condition of the applicant's or insured's health prior to, or at the time of issuance of a policy, or thereafter, will not be considered by the insurer in determining its liability or benefits to be furnished for or in the settlement of a claim when such is not the fact (see also § 234.2(a)(6); or

(b) That no medical examination is required if the furnishing of benefits by an insurer under a policy so represented is or may be contingent on a medical examination under any condition; or

(c) That no medical examination is required, even though such is the case, without conspicuously disclosing in close conjunction therewith all the conditions pertaining to or involving the insured's health under which the insurer is not liable for the furnishing of benefits under a policy. [Guide 3]

§ 234.4 Disclosure of policy provisions relating to renewability, cancellability, or termination.

(a) No advertisement shall refer, directly or by implication, to renewability, cancellability, or termination of a policy or a policy benefit, or contain any statement or illustration of time or age in connection with any benefit payable, loss, eligibility of applicants, or continuation of a policy, unless in close conjunction with such reference, statement or illustration there is clear and conspicuous disclosure of the material provisions in the policy relating thereto.

(b) No advertisement shall represent or imply that an insurance policy may be continued in effect indefinitely or for any period of time, when, in fact, said policy provides that it may not be renewed or may be canceled by the insurer, or terminated under any circumstances over which insured has no control, during the period of time represented. [Guide 4]

§ 234.5 Testimonials, appraisals or analyses.

No testimonial, appraisal or analysis shall be used in any advertisement which is not genuine, does not represent the current opinion of the author, does not accurately describe the facts, does not correctly reflect the present practices of an insurer, is not applicable to the policy or insurer advertised or is not accurately reproduced.

NOTE: An insurer makes as his own all statements contained in any testimonial which he uses in his advertisement, and the advertisement including such statements is subject to all of the provisions of this part.

[Guide 5]

§ 234.6 Deceptive use of statistics.

(a) No advertisement shall be used in which representations are made as to the time within which claims are paid, the dollar amounts of claims paid, the number of claims paid or the number of persons insured under a particular policy or otherwise, or which contains other statistical information relating to any insurer or policy, unless such advertisement accurately reflects all the relevant facts. The advertisement shall not imply that the statistics are derived from a policy advertised unless such is the fact.

(b) No advertisement shall be used which misrepresents that claim settlements by an insurer are liberal or generous beyond the terms of a policy. [Guide 6]

§ 234.7 Identification of plan or number of policies.

(a) No advertisement shall offer a choice of the amount of benefits without clearly and conspicuously disclosing that the amount of benefits provided depends upon the plan selected and that the premium will vary with the amount of benefits.

(b) No advertisement shall refer to various benefits which may be contained in two or more policies, other than group master policies, without clearly and conspicuously disclosing that such benefits are provided only through a combination of such policies. [Guide 7]

§ 234.8 Deception as to introductory, initial or special offers.

No representation shall be made in an advertisement, directly or by implication, that a policy or combination of policies is an introductory, initial, special or limited offer and that applicants will receive advantages not available at a later date, unless such is the fact. [Guide 8]

§ 234.9 Misrepresentation as to licensing, approval or endorsement of insurer, policy or advertisement.

No advertisement shall represent directly or by implication—

(a) That an insurer, or any policy or advertisement thereof, has been licensed, approved, endorsed or recommended by any governmental agency or department, unless such is the fact;

(b) That an insurer, or a policy or an advertisement thereof, has been approved, endorsed or recommended by any individual, group of individuals, society, association, or other organization, unless such is the fact. [Guide 9]

§ 234.10 Deception as to "group" or "quasi-group" policies.

No advertisement shall represent, directly or indirectly, that prospective policyholders become group or quasi-group members and as such enjoy special rates or underwriting privileges ordinarily associated with group insurance as recognized in the industry, unless such is the fact. [Guide 10]

§ 234.11 Allocation of benefits under a "Family Group" policy.

No advertisement shall refer to a benefit payable under a "Family Group" policy when the full amount of such benefit is not payable upon the death or disability, etc. of only one member of the family unless clear and conspicuous disclosure of such fact is made in the advertisement. [Guide 11]

§ 234.12 Deceptive use of trade names, service marks, etc.

There shall not be used in an advertisement any trade name, service mark, slogan, symbol, or other device which has the capacity and tendency to mislead or deceive prospective purchasers as to the true identity of the insurer or its relation with public or private institutions. [Guide 12]

§ 234.13 Disparagement.

No advertisement shall be used which, directly or indirectly, falsely disparages

competitors, their policies, services, or business methods. [Guide 13]

§ 234.14 Misrepresentation concerning the insurer.

No advertisement shall be used which, directly or by implication, has the capacity and tendency to mislead or deceive prospective purchasers with respect to an insurer's assets, corporate structure, financial standing, age, or relative position in the insurance business, or in any other material respect. [Guide 14]

PART 235—GUIDES AGAINST DECEPTIVE LABELING AND ADVERTISING OF ADHESIVE COMPOSITIONS

Sec.
235.1 Metal composition products.
235.2 Use of the term "solder" or "weld."
235.3 Use of the word "porcelain."
235.4 Epoxy adhesives.
235.5 Use of the word "rubber," etc.
235.6 Misrepresentation (general).
235.7 Guarantees, warranties, etc.
235.8 Placing deceptive material in the hands of others.

AUTHORITY: The provisions of this Part 235 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 235.1 Metal composition products.

Products which do not, after application, have the same physical and chemical properties of metal, or of a particular represented metal, shall not be represented as metal or as having the intrinsic characteristics of metal, or of the particular metal indicated. Thus, neither the term "metal" nor the terms "iron," "steel," "aluminum" or other names of metal shall be used to designate in brand names or otherwise any product of the kind herein described. While this section does not prohibit truthful representations in advertising and labeling of the percentage of content of any metallic substances in such products (e.g., contains 20 percent powdered aluminum) it does prohibit with respect thereto the use of representations such as, but not limited to, the following:

"Plastic Steel."
"Dries to steel."
"Hardens into metal."
"Steel in paste form."
"Liquid aluminum."
"Instant aluminum."
"Real metallic putty."
"Fluid Steel."

[Guide 1]

§ 235.2 Use of the term "solder" or "weld."

Products which, when used, do not form a metallic seal or bond, shall not be represented as solders or as welding products unless it is clearly disclosed in connection therewith that they are nonmetallic, as for example, "Plastic Solder" or "Plastic Weld." A "solder" or "weld" product which is nonmetallic shall not be represented as producing a metallic seal or bond. This section does not prohibit an accurate representation of the percentage of metallic substance contained in a product. [Guide 2]

§ 235.3 Use of the word "porcelain."

(a) The word "porcelain" shall not be used to designate in brand names or otherwise any product which, after application, does not possess all of the chemical and physical properties of porcelain. Under this section products of the type herein described shall not be represented as being, among other things:

"Porcelain."
"Porcelain Glaze."
"Liquid Porcelain."
"Porcelain in Paste Form."
"Plastic Porcelain."
"Porcelain restorer."
"Porcelain renewer."

(b) This section does not prohibit truthful representations of the actual percentage of porcelain contained in an industry product as, for example,

"Contains 25% powdered porcelain."

[Guide 3]

§ 235.4 Epoxy adhesives.

(a) No product shall be represented as being an epoxy adhesive unless the epoxy component thereof is derived from an epoxide or oxirane which, when applied in use, chemically reacts with a hardener or curing agent to form a substantially infusible and insoluble bond.

(b) No product containing an epoxy shall be represented as having the characteristics and capabilities of an epoxy adhesive, where the epoxy component present in the product is in an amount not sufficient to produce the characteristics and capabilities represented.

(c) No representation shall be made that the epoxy component in an industry product is present to produce the characteristics and capabilities of an epoxy adhesive where such component is not productive of such characteristics and capabilities, but is present for a different purpose and use. [Guide 4]

§ 235.5 Use of the word "rubber," etc.

(a) The word "rubber" or other words denominating rubber shall not be used to designate, in brand names or otherwise, any product which, after application, does not possess the essential characteristics of rubber. Under this section such a product shall not be represented as, for example, "Rubber," "Plastic Rubber," "Liquid Rubber," etc.

(b) This section does not prohibit truthful representation of the actual percentage of rubber contained in a product. [Guide 5]

§ 235.6 Misrepresentation (general).

(a) No representation shall be made in any manner respecting any adhesive products to which this part is applicable which is likely to mislead or deceive purchasers as to their nature, composition, characteristics, uses, effectiveness, capabilities, durability, toughness, hardness, adhesive strength, lasting effect, thermal or electrical properties, resistance to water, steam, gas, or chemicals, or in any other material respect.

(b) Among the representations prohibited by this section are the following:

(1) Representations that a product will seal, repair or mend "anything" when, in fact, there are certain materials which it cannot seal, repair or mend.

(2) Representations that a product is proof against or will withstand any specified temperature when in fact the product is adversely affected in any way when subjected to such temperature for any period of time.

(3) Representations that a product will effect permanent repairs if, in fact, the repairs made by use of the product will not last as long as the product so repaired.

(4) Representations that a product makes any product like new if it does not actually restore the part thereof repaired to its original new condition. [Guide 6]

§ 235.7 Guarantees, warranties, etc.

Industry members shall not represent in advertising or otherwise that a product is "guaranteed" without a clear and conspicuous disclosure in close conjunction with such representation of:

(a) The nature and extent of the guarantee; and

(b) Any material conditions or limitations in the guarantee which are imposed by the guarantor; and

(c) The manner in which the guarantor will perform thereunder; and

(d) The identity of the guarantor.

NOTE: The Commission's April 28, 1960 Guides Against Deceptive Advertising of Guarantees (25 F.R. 3772) furnish additional guidance respecting guarantee representations and are to be considered as supplementing this section. Copies are available upon request.

[Guide 7]

§ 235.8 Placing deceptive material in the hands of others.

Manufacturers and distributors shall not place in the hands of wholesalers, jobbers, retailers, or others, promotional material by or through which they may deceive or mislead the purchasing and consuming public concerning any product. [Guide 8]

PART 236—GUIDE FOR AVOIDING DECEPTIVE USE OF WORD "MILL" IN THE TEXTILE INDUSTRY

Sec.
236.1 General rule.
236.2 The requirement of operational control.
236.3 Examples of deceptive usage of the word "mill."
236.4 Exception to general rule.

AUTHORITY: The provisions of this Part 236 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 236.1 General rule.

Simply stated, the general rule is that the word "mill" should not be used in the corporate, business, or trade name of any person or concern handling textiles, or in any other manner, unless the person or concern actually owns and operates or directly and absolutely controls the manufacturing facility in which all tex-

tile materials which are sold under that name are produced.

§ 236.2 The requirement of operational control.

(a) For a firm to qualify as a bona fide mill it must exercise direct and absolute control over the milling facility in which its merchandise is produced. Contracting to have milling operations performed by others will not qualify one as a mill.

(b) A distributor who furnishes yarns and other materials to a knitting mill for manufacture into garments according to the distributor's specifications is not a mill because it does not exercise direct and absolute operational control over the milling operations. A firm having a written "lease" with a mill whereby the mill allocated five of its looms and the workers at such looms to manufacture ribbon for the jobber from materials supplied by, and according to instructions from, the jobber is not a mill for the same reason. Even if a jobber takes the entire output of a mill, he does not thereby become a mill.

§ 236.3 Examples of deceptive usage of the word "mill."

Illustrative situations in which use of "mill" in designating trade status has been found to be deceptive are the following:

(a) A corporation which purchased unfinished silk and rayon cloth from weavers or manufacturers, caused such cloth to be dyed, printed, or processed into finished dry goods by others and sold such goods to retailers, members of the cutting up trade and others;

(b) A tailor who made made-to-measure suits but did not produce the cloth from which the suits were made;

(c) A selling agent who represented a number of suit fabric manufacturers;

(d) An independent retailer who claimed to be a "mill's outlet."

§ 236.4 Exception to general rule.

(a) Under the exceptional circumstances set forth below, the Commission may permit a nonmanufacturing concern to continue to use the word "mill" in its trade name provided that it is accompanied by a qualifying phrase which clearly states that the concern is not a mill and does not own or operate a facility which manufactures textiles. This exception only applies if:

(1) The name of the concern has become a valuable business asset and its loss would result in a substantial hardship; and

(2) The qualifying phrase will eliminate all possibility of deception.

(b) Factors to be taken into consideration in determining whether a trade name has become a valuable business asset the loss of which would become a hardship are as follows:

(1) Extent and period of time during which the name has been used;

(2) Funds and efforts expended in establishing and promoting the name;

(3) The extent of the goodwill enjoyed by the company;

(4) The adverse effect on the company that could reasonably be expected if use of the word "mill" had to be discontinued.

PART 237—GUIDES AGAINST DEBT COLLECTION DECEPTION

Sec.
237.0 Definitions of terms as used in these guides in this part.
237.1 Deception (general).
237.2 Disclosure of purpose.
237.3 Government affiliation.
237.4 Organizational titles.
237.5 Trade status.
237.6 Services.

AUTHORITY: The provisions of this Part 237 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 237.0 Definitions of terms as used in these guides in this part.

(a) "Industry Member" shall mean any person, firm, partnership, corporation, organization, association and any other legal entity engaged in the practice of collecting or attempting to collect any and all kinds of money debts for itself or others, or any person, firm, partnership, corporation, organization, association, or any other legal entity which places in the hands of others through sale or otherwise, or distributes for itself or others, any kind of material used or to be used in connection with collecting or attempting to collect such debts or seeking information concerning debtors, commonly called skip-tracing.

(b) "Debt" shall mean money which is due or alleged to be due from one to another.

(c) "Debtor" shall mean one who owes or is alleged to owe a money debt.

(d) "Creditor" shall mean one to whom a money debt is due or is alleged to be due.

(e) "Credit Bureau"—any person, firm, partnership, corporation, organization, association, or any other legal entity engaged in gathering, recording, and disseminating favorable as well as unfavorable information relative to the credit worthiness, financial responsibility, paying habits and character of individuals, firms, corporations, and any other legal entity being considered for credit extension, so that a prospective creditor may be able to make a sound decision in the extension of credit.

(f) "Collection Agency"—any person, firm, partnership, corporation, organization, association, and any other legal entity which collects money debts for others.

§ 237.1 Deception (general).

An industry member shall not use any deceptive representation or deceptive means to collect or attempt to collect debts or to obtain information concerning debtors.

NOTE: The Commission has found that in the collection of debts some industry members either disguise the purpose for which information is desired or hold out an inducement to debtors to furnish information which is not in their interest to supply and which they normally would not voluntarily furnish. In connection with the collection or attempted collection of debts or the seeking of information concerning debtors, the Commission has prohibited, among others, the following misrepresentations:

1. That an industry member was seeking information in connection with a survey.
2. That an industry member is in the business of a casting service for the motion picture or television industry.
3. That an industry member has a prepaid package for the debtor.
4. That a sum of money or valuable gift will be sent to the addressee if the required information is furnished.
5. That accounts have been turned over to innocent purchasers for value.
6. That debts have been turned over to an attorney or an independent organization engaged in the business of collecting past-due accounts.
7. That documents are legal process forms.

[Guide 1]

§ 237.2 Disclosure of purpose.

(a) An industry member shall not use or cause to be used in his behalf in connection with the collection of or the attempt to collect a debt or in connection with obtaining or attempting to obtain information concerning a debtor, any forms, letters, questionnaires, or other material printed or written which do not clearly and conspicuously disclose that such are used for the purpose of collecting or attempting to collect a debt or to obtain or attempt to obtain information concerning a debtor, when the communication suggests that its objective is other than to collect a debt or to obtain information concerning a debtor. (This affirmative disclosure also applies to all forms of communication, oral or otherwise.)

(b) An industry member shall not, through sale or otherwise, place in the hands of others for use in connection with the collection of or attempt to collect a debt or in connection with obtaining or attempting to obtain information concerning a debtor, any forms, letters, questionnaires or other material printed or written which do not clearly and conspicuously reveal thereon that such are used for the purpose of collecting or attempting to collect a debt or to obtain or attempt to obtain information concerning a debtor, when the communication suggests that its objective is other than to collect a debt or to obtain information concerning a debtor. [Guide 2]

§ 237.3 Government affiliation.

An industry member shall not use any trade name, address, insignia, picture, emblem, or any other means which creates a false impression that such industry member is connected with or is an agency of government. [Guide 3]

§ 237.4 Organizational titles.

An industry member shall not use the term "Credit Bureau" or any other term of similar import or meaning in its corporate or trade name, or in any other manner, when such member is not in fact a "Credit Bureau" as defined in this part. [Guide 4]

§ 237.5 Trade status.

In collecting or attempting to collect debts due him, an industry member shall not, through the use of any designation or by any other means, create the impression that he is a collection agency, unless he is such as defined in this part. [Guide 5]

§ 237.6 Services.

In the solicitation of accounts for collection or for ascertainment of credit status, an industry member shall not directly, or by implication, misrepresent the services he renders.

NOTE: § 237.6 is general in nature since the varied misrepresentations used in connection with the solicitation of accounts for collection are numerous. Listed below are a few specific examples of representations which have been prohibited by the Commission because they were false or deceptive:

1. That the industry member's organization is separated into functional divisions, such as credit reporting, analytical, tracing, and collecting.
2. That the industry member employs local representatives, regional investigators, and lawyers on his personnel staff in various States and throughout the world.
3. That collection fees are less than what the industry member actually charges.
4. That no charges will be made for accounts unless they are collected.
5. That the industry member makes personal calls on debtors to collect accounts.
6. That the industry member will furnish credit reports to parties who assign accounts to him for collection.

[Guide 6]

Dated: November 7, 1967.

By direction of the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-13198; Filed, Nov. 7, 1967; 8:47 a.m.]

PART 17—APPLICATION AND DEFINITIONS

Application of Guides and Trade Practice Rules in Preventing Unlawful Competitive Restraints

Section 17.1 has been amended to read as follows:

§ 17.1 Application of guides and trade practice rules in preventing unlawful competitive restraints.

(a) Industry guides are administrative interpretations of laws administered by the Commission for the guidance of the public in conducting its affairs in conformity with legal requirements. They provide the basis for voluntary and simultaneous abandonment of unlawful practices by members of industry. Failure to comply with the guides may result in corrective action by the Commission under applicable statutory provisions. Guides may relate to a practice common to many industries or to specific practices of a particular industry.

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

(Sec. 6(g), 38 Stat. 722; 15 U.S.C. 46(g))

Issued: November 7, 1967.

By direction of the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-13197; Filed, Nov. 7, 1967; 8:47 a.m.]

PART 238—GUIDES AGAINST BAIT ADVERTISING

The following guides were adopted by the Federal Trade Commission on November 24, 1959, for the use of its staff in the evaluation of bait advertising[1] and related switch practices. While the guides do not purport to be all inclusive, they enumerate the major indications of bait and switch schemes. They were released to the public in the interest of consumer education and to obtain voluntary, simultaneous, and prompt cooperation by those whose practices are subject to the jurisdiction of the Federal Trade Commission.

Adversary actions against those who [F.R. Doc. 67-13199; Filed, Nov. 7, 1967; engage in bait advertising and whose practices are subject to Commission jurisdiction, are brought under the Federal Trade Commission Act (15 U.S.C. secs. 41-58). Section 5 of the Act declares unlawful, "unfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce."

Sec.
238.0 Bait advertising defined.
238.1 Bait advertisement.
238.2 Initial offer.
238.3 Discouragement of purchase of advertised merchandise.
238.4 Switch after sale.

AUTHORITY: The provisions of this Part 238 issued under Secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 238.0 Bait advertising defined.[1]

Bait advertising is an alluring but insincere offer to sell a product or service which the advertiser in truth does not intend or want to sell. Its purpose is to switch consumers from buying the advertised merchandise, in order to sell something else, usually at a higher price or on a basis more advantageous to the advertiser. The primary aim of a bait advertisement is to obtain leads as to persons interested in buying merchandise of the type so advertised.

§ 238.1 Bait advertisement.

No advertisement containing an offer to sell a product should be published when the offer is not a bona fide effort to sell the advertised product. (Guide 1.)

[1] For the purpose of this part "advertising" includes any form of public notice however disseminated or utilized.

§ 238.2 Initial offer.

(a) No statement or illustration should be used in any advertisement which creates a false impression of the grade, quality, make, value, currency of model, size, color, usability, or origin of the product offered, or which may otherwise misrepresent the product in such a manner that later, on disclosure of the true facts, the purchaser may be switched from the advertised product to another.

(b) Even though the true facts are subsequently made known to the buyer, the law is violated if the first contact or interview is secured by deception. (Guide 2.)

§ 238.3 Discouragement of purchase of advertised merchandise.

No act or practice should be engaged in by an advertiser to discourage the purchase of the advertised merchandise as part of a bait scheme to sell other merchandise. Among acts or practices which will be considered in determining if an advertisement is a bona fide offer are:

(a) The refusal to show, demonstrate, or sell the product offered in accordance with the terms of the offer,

(b) The disparagement by acts or words of the advertised product or the disparagement of the guarantee, credit terms, availability of service, repairs or parts, or in any other respect, in connection with it,

(c) The failure to have available at all outlets listed in the advertisement a sufficient quantity of the advertised product to meet reasonably anticipated demands, unless the advertisement clearly and adequately discloses that supply is limited and/or the merchandise is available only at designated outlets,

(d) The refusal to take orders for the advertised merchandise to be delivered within a reasonable period of time,

(e) The showing or demonstrating of a product which is defective, unusable or impractical for the purpose represented or implied in the advertisement,

(f) Use of a sales plan or method of compensation for salesmen or penalizing salesmen, designed to prevent or discourage them from selling the advertised product. (Guide 3.)

§ 238.4 Switch after sale.

No practice should be pursued by an advertiser, in the event of sale of the advertised product, of "unselling" with the intent and purpose of selling other merchandise in its stead. Among acts or practices which will be considered in determining if the initial sale was in good faith, and not a strategem to sell other merchandise, are:

(a) Accepting a deposit for the advertised product, then switching the purchaser to a higher-priced product,

(b) Failure to make delivery of the advertised product within a reasonable time or to make a refund,

(c) Disparagement by acts or words of the advertised product, or the disparagement of the guarantee, credit terms, availability of service, repairs, or in any other respect, in connection with it,

(d) The delivery of the advertised product which is defective, unusable or impractical for the purpose represented or implied in the advertisement. (Guide 4.)

NOTE: *Sales of advertised merchandise.* Sales of the advertised merchandise do not preclude the existence of a bait and switch scheme. It has been determined that, on occasions, this is a mere incidental byproduct of the fundamental plan and is intended to provide an aura of legitimacy to the overall operation.

Nothing contained in these Guides relieves any party subject to a Commission cease and desist order or stipulation from complying with the provisions of such order or stipulation. The Guides do not constitute a finding in and will not affect the disposition of any formal or informal matter before the Commission.

Adopted: November 24, 1959.

By direction of the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-13199; Filed, Nov. 7, 1967; 8:47 a.m.]

PART 239—GUIDES AGAINST DECEPTIVE ADVERTISING OF GUARANTEES

The following guides were adopted by the Federal Trade Commission April 26, 1960 for the use of its staff in evaluation of the advertising of guarantees. They were released to the public in the interest of education of the businessman and the consumer and to obtain voluntary, simultaneous, and prompt cooperation by those whose practices are subject to the jurisdiction of the Federal Trade Commission.

The guides enumerate the major principles applicable to the advertising of guarantees although they do not purport to be all-inclusive and do not attempt to define the exact border lines between compliance with and violation of the law.

The Federal Trade Commission Decisions, upon which these guides are based, indicate that the major difficulty with this type of advertising has been the failure to state adequately what the guarantee is. Concerning this, an appellate court stated: "Ordinarily the word, guarantee, or warrantee, is incomplete unless it is used in connection with other explanatory words. To say a * * * [product] or other subject is guaranteed is meaningless. What is the guarantee? The answer to this question gives meaning to the word, 'guaranteed'."

The guides have application not only to "guarantees" but also to "warranties", to purported "guarantees" and "warranties", and to any promise or representation in the nature of a "guarantee" or "warranty".

Adversary actions against those who engage in deceptive advertising of guarantees and whose practices are subject to Commission jurisdiction are brought under the Federal Trade Commission Act (15 U.S.C., secs. 41–58). Section 5 of the Act declares unlawful "unfair methods of competition in commerce and unfair or deceptive acts or practices in commerce".

Sec.
239.0 Determining violations.
239.1 Guarantees in general.
239.2 Prorata adjustment of guarantees.
239.3 "Satisfaction or Your Money Back" representations.
239.4 Lifetime guarantees.
239.5 Savings guarantees.
239.6 Guarantees under which the guarantor does not or cannot perform.
239.7 Guarantee as a misrepresentation.

AUTHORITY: The provisions of this Part 239 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46.

§ 239.0 Determining violations.

In determining whether terminology and direct or implied representations concerning guarantees, however made, i.e., in advertising or otherwise, in connection with the sale or offering for sale of a product, may be in violation of the Federal Trade Commission Act, the following general principles will be used:

§ 239.1 Guarantees in general.

In general, any guarantee in advertising shall clearly and conspicuously disclose—

(a) *The nature and extent of the guarantee.* This includes disclosure of—product is guaranteed,

(1) What product or part of the product is guaranteed,

(2) What characteristics or properties of the designated product or part thereof are covered by, or excluded from, the guarantee,

(3) What is the duration of the guarantee,

(4) What, if anything, any one claiming under the guarantee must do before the guarantor will fulfill his obligation under the guarantee, such as return of the product and payment of service or labor charges; and

(b) *The manner in which the guarantor will perform.* This consists primarily of a statement of exactly what the guarantor undertakes to do under the guarantee. Examples of this would be repair, replacement, refund. If the guarantor or the person receiving the guarantee has an option as to what may satisfy the guarantee this should be set out; and

(c) *The identity of the guarantor.* The identity of the guarantor should be clearly revealed in all advertising, as well as in any documents evidencing the guarantee. Confusion of purchasers often occurs when it is not clear whether the manufacturer or the retailer is the guarantor. (Guide 1.)

§ 239.2 Prorata adjustment of guarantees.

(a) Many guarantees are adjusted by the guarantor on a prorata basis. The advertising of these guarantees should clearly disclose this fact, the basis on which they will be prorated, e.g., the time for which the guaranteed product has been used, and the manner in which the guarantor will perform.

(b) If these guarantees are to be adjusted on the basis of a price other than that paid by the purchaser, this price should be clearly and conspicuously disclosed.

Example: "A" sells a tire with list price of $48 to "B" for $24, with a 12 months guarantee. After 6 months use the tire proves defective. If "A" adjusts on the basis of the price "B" paid, $24, "B" will only have to pay one-half of $24, or $12, for a new tire. If "A" instead adjusts on the basis of list price, "B" will owe one-half of $48, of $24, for a new tire. The guarantor would be required to disclose here the following: That this was a 12 months guarantee, that a list price of $48 would be used in the adjustment, that there would be an adjustment on the basis of the time that the tire was used, and that he would not pay the adjusted amount in cash, but would make an adjustment on a new tire.

NOTE: Guarantees which provide for an adjustment based on a fictitious list price should not be used even where adequate disclosure of the price used is made. (Guide 2.)

§ 239.3 "Satisfaction or Your Money Back" representations.

(a) "Satisfaction or Your Money Back", "10 Day Free Trial", or similar representations will be construed as a guarantee that the full purchase price will be refunded at the option of the purchaser.

(b) If this guarantee is subject to any conditions or limitations whatsoever, they shall be set forth as provided for in § 239.1.

Example: A rose bush is advertised under the representation "Satisfaction or Your Money Back". The guarantor requires return of the product within 1 year of purchase date before he will make refund. These limitations, i.e., "return" and "time" shall be clearly and conspicuously disclosed in the ad. (Guide 3.)

§ 239.4 Lifetime guarantees.

If the words "Life", "Lifetime", or the like, are used in advertising to show the duration of a guarantee, and they relate to any life other than that of the purchaser or original user, the life referred to shall be clearly and conspicuously disclosed.

Example: "A" advertised that his carburetor was guaranteed for life, whereas his guarantee ran for the life of the car in which the carburetor was originally installed. The advertisement is ambiguous and deceptive and should be modified to disclose the "life" referred to. (Guide 4.)

§ 239.5 Savings guarantees.

(a) Advertisements frequently contain representations of guarantees that assure prospective purchasers that savings may be realized in the purchase of the advertiser's products.

(b) Some typical advertisements of this type are "Guaranteed to save you 50%", "Guaranteed never to be undersold", "Guaranteed lowest price in town".

(c) These advertisements should include a clear and conspicuous disclosure of what the guarantor will do if the savings are not realized, together with any time or other limitations that he may impose.

Example: "Guaranteed lowest price in town" might be accompanied by the following disclosure: "If within 30 days from the date that you buy a sewing machine from me, you purchase the identical machine in town for less and present a receipt therefor to me, I will refund your money".

NOTE: The above guarantees may constitute affirmative representations of fact and, in this respect, are governed by § 239.7. (Guide 5.)

§ 239.6 Guarantees under which the guarantor does not or cannot perform.

(a) A seller or manufacturer should not advertise or represent that a product is guaranteed when he cannot or does not promptly and scrupulously fulfill his obligations under the guarantee.

(b) A specific example of refusal to perform obligations under the guarantee is use of "Satisfaction or your money back" when the guarantor cannot or does not intend promptly to make full refund upon request. (Guide 6.)

§ 239.7 Guarantee as a misrepresentation.

Guarantees are often employed in such a manner as to constitute representations of material facts. If such is the case, the guarantor not only undertakes to perform under the terms of the guarantee, but also assumes responsibility under the law for the truth of the representations made.

Example 1: "Guaranteed for 36 months" applied to a battery is a representation that the battery can normally be expected to last for 36 months and should not be used in connection with a battery which can normally be expected to last for only 18 months.

Example 2: "Guaranteed to grow hair or money back" is a representation that the product will grow hair and should not be used when in fact such product is incapable of growing hair.

Example 3: "Guaranteed lowest prices in town" is a representation that the advertiser's prices are lower than the prices charged by all others for the same products in the same town and should not be used when such is not the fact.

Example 4: "We guarantee you will earn $500 a month" is a representation that prospective employees will earn a minimum of $500 each month and should not be used unless such is the fact. (Guide 7.)

Nothing contained in these Guides relieves any party subject to a Commission cease and desist order or stipulation from complying with the provisions of such order or stipulation. The guides do not constitute a finding in and will not affect the disposition of any formal or informal matter before the Commission.

Adopted: April 26, 1960.

By direction of the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-13200; Filed, Nov. 7, 1967; 8:48 a.m.]

PART 240—GUIDES FOR ADVERTISING ALLOWANCES AND OTHER MERCHANDISING PAYMENTS AND SERVICES; COMPLIANCE WITH SECTIONS 2(d) AND 2(e) OF THE CLAYTON ACT, AS AMENDED BY THE ROBINSON-PATMAN ACT

These guides were adopted by the Federal Trade Commission on May 19, 1960 and revised on January 31, 1967.

What the guides are meant to do. These guides can be of great value to businessmen who want to avoid violating the laws against giving or receiving improper promotional allowances, including advertising or special services, for promoting products. The guides will make possible a better understanding of the obligations of sellers and their customers in joint promotional activities.

The Commission's job is to obtain compliance with these laws. It has a duty to move against violators. However, as an administrative agency, the Commission believes the more knowledge businessmen have with respect to the laws enforced by the Commission the more likelihood there is that compliance with the laws will be obtained.

For the Commission to do its job properly and for business to stay out of legal trouble requires that every effort be made to give individual businessmen a better understanding of these laws. This, of course, does not mean that a businessman must become a legal expert, but it will help him—and the Commission's law enforcement efforts—if he has a good general knowledge of what he can and cannot do in the field of promotional allowances.

If a businessman knows what the legal pitfalls are he can steer his business policies to avoid them. Furthermore, such knowledge is most useful in determining when competitors are trying to use illegal methods. In other words, it pays for a businessman to know what his rights are as well as his obligations.

These guides are designed to be both practical and understandable. They contain carefully considered suggestions, or general rules of thumb, which business will find very useful in preventing unintentional violations. They highlight the requirements of law and offer means for complying with it without any attempt to suggest ways for skirting along the borderline between what is legal and illegal.

What they are not meant to do. It should be made clear too that the Guides are not meant to do several things:

(a) They are not meant to cover every situation. Decided cases dealing with unusual situations are not covered. Nor are situations which have not been considered by the Commission or the courts.

(b) They are not meant to tell how to skirt illegality. Clever people can undoubtedly devise practices not mentioned in the guides, but they may still violate the law.

(c) They are not a substitute for sound legal advice.

(d) They do not offer either new interpretations of law or change or amend the laws as determined by the Commission or the Courts. They should be read as a nontechnical explanation of what the law means, not as a legal restatement.

What the law covers generally. The Robinson-Patman Act is an amendment to the Clayton Act. It is directed at preventing competitive inequalities that come from certain types of discrimination by sellers in interstate commerce. Sections 2 (d) and (e) of the Act deal with discriminations in the field of promotional services made available to purchasers who buy for resale. Where the seller pays the buyer to perform the service, section 2(d) applies. Where the seller furnishes the service itself to the buyer, section 2(e) applies. Both sections require a seller to treat his competing customers on proportionally equal terms.

Other law covered. In two places, the Guides go beyond sections 2 (d) and (e):

(a) A seller who uses a promotional scheme to cover a price discrimination by paying for services that are not rendered may thereby violate section 2(a) of the Clayton Act, as amended by the Robinson-Patman Act. (See § 240.11)

(b) A customer who improperly receives payments, services or facilities may thereby violate section 2(f) of the Clayton Act, as amended by the Robinson-Patman Act, or section 5 of the Federal Trade Commission Act. (See § 240.11 and § 240.16)

Sec.

AUTHORITY: The provisions of this PART 240 issued under secs. 5, 6, 38 Stat. 719, as amended, 721; 15 U.S.C. 45, 46; 49 Stat. 1526; 15 U.S.C. 13, as amended.

§ 240.1 When does the law apply?

Sections 2 (d) and (e) apply to a seller of products in interstate commerce, if he either (a) pays for services or facilities furnished by his customers in connection with the distribution of his products (section 2(d)), or (b) furnishes such services or facilities to his customers (section 2(e)). (Guide 1.)

§ 240.2 Who is a seller?

"Seller" includes anyone who sells products for resale, with or without further processing. Selling corn syrup to a candy manufacturer is an example of a sale for resale with processing (Guide 2.)

§ 240.3 Who is a customer?

A "customer" is someone who buys directly from the seller or his agent or broker. Sometimes someone who buys from the customer may have such a relationship with the seller that the law also makes him a customer of the seller. In this part, the word "customer" which is used in section 2(d) of the law includes "purchaser" which is used in section 2(e). (Guide 3.)

§ 240.4 What is interstate commerce?

This is something that whole law books have been written about; you cannot define it in a few words. Legal decisions tend to interpret the term quite broadly. If there is any part of a business which is not wholly within one State (for example, sales or deliveries of products, their subsequent distribution or purchases or deliveries of supplies or raw materials), the business may be subject to the Robinson-Patman Act. Sales in the District of Columbia are also covered by the law. (Guide 4.)

§ 240.5 What are services or facilities?

This term has not been exactly defined by the statute or in decisions. The following are merely examples—the law also covers other services and facilities.

(a) The following have been held to be services or facilities covered by the law where the seller has paid the buyer for furnishing them:

Any kind of advertising,
Handbills,
Window and floor displays,
Special sales or promotional efforts for which "push money" is paid to clerks, salesmen, and other employees of the customers,
Demonstrators and demonstrations,
Collecting of orders from individual stores,
Furnishing complete distribution of seller's line.

(b) Here are some examples that have been held to be services or facilities covered by the law when the seller furnished them to a customer:

Any kind of advertising,
Catalogs,
Demonstrators,
Display and storage cabinets,
Display materials,
Special packaging, or package sizes,
Warehouse facilities,
Accepting returns for credit,
Prizes or merchandise for conducting promotional contests.

NOTE: In this Part 240, the term "services" is often used as short for "services and facilities." (Guide 5.)

§ 240.6 Need for a plan.

If a seller makes payments or furnishes services that come under these sections, he must do it under a plan that meets several requirements. Although this plan need not be written or formal, this may be advisable, particularly if there are many competing customers to be considered or if the plan is at all complex. Briefly, the requirements are:

(a) The payments or services under the plan must be available on a proportionally equal basis to all competing customers. (See § 240.7.)

(b) The seller should take some action to inform all of his customers who compete with any participating customer that the promotion is available. See § 240.8.)

(c) The plan must either allow all types of competing customers to participate or provide some other means of participation for those who cannot use the basic plan. (See § 240.9.)

(d) The seller and customer should have a clear understanding about the exact terms of the offer and the conditions upon which payments will be made for services and facilities furnished. (See § 240.10.)

(e) The seller must take reasonable precautions to see that the services are actually furnished and also that he is not overpaying for them. (See § 240.11.) (Guide 6.)

§ 240.7 Proportionally equal terms.

The payment or services under the plan must be made available to competing customers on proportionally equal terms. This means that payments or services must be proportionalized on some basis that is fair to all customers who compete. No single way to proportionalize is prescribed by law. Any method that treats competing customers on proportionally equal terms may be used. Generally, this can best be done by basing the payments made or the services furnished on the dollar volume or on the quantity of goods purchased during a specified time.

Example 1. A seller may properly offer to pay a specified part (say 50 percent) of the cost of local newspaper advertising up to an amount equal to a set percentage (such as 5 percent) of the dollar volume of purchases during a specified time.

Example 2. A seller may properly place in reserve a specified amount of money for each unit purchased, and use it to reimburse customers for newspaper advertising when they prove they have advertised.

Example 3. A seller may not select one or a few customers to receive special allowances to promote his product, because of their special reputation, without making those allowances available on proportionally equal terms to other customers who compete with them.

Example 4. A seller's plan may not provide an allowance on a basis that has rates graduated with the amount of goods purchased, as, for instance, 1 percent of the first $1,000 purchases per month, 2 percent of second $1,000 per month, and 3 percent of all over that. (Guide 7.)

§ 240.8 Seller's duty to inform.

The seller should take some action to inform all his customers competing with any participating customer that the plan is available. He can do this by any means he chooses, including letter, telegram, notice on invoices, salesmen, brokers, etc. However, if a seller wants to be able to show later that he did make an offer to a certain customer, he is in a better position to do so if he made it in writing. (Guide 8.)

§ 240.9 Covering all competing customers.

The plan must allow all types of competing customers to participate. It must not be tailored to satisfy the needs of a favored customer or class, but must be suitable and usable under reasonable terms by all competing customers. This may require offering all customers more than one way to participate in the plan. The seller cannot either expressly, or by the way the plan operates, eliminate some competing customers. Where the seller has alternative promotional plans, his customers must be given the opportunity to choose among the plans.

Example 1. S offers a plan for cooperative advertising on radio, television or in a newspaper. Some of his customers who compete with those who receive the allowance are too small to use the offer. He must offer them some usable and proportional alternative, such as advertising in a neighborhood paper, handbills, etc. (See § 240.7.)

Example 2. The seller's plan provides for furnishing demonstrators to large department store customers. He must provide usable alternatives to his customers who run other types of stores and compete with these customers but cannot use demonstrators. The alternatives might be services of equivalent value that the competing customers could use, or payments of like value for advertising or displays furnished by the customers. (See also § 240.7.)

Example 3. A seller of appliances makes his plan available only to those customers purchasing at least some minimum number (such as eight) of his appliances in a single order or a stated period. If this requirement is beyond the reach of some customers competing with those participating in the promotion, it may be illegal.

Example 4. A seller should not refuse advertising allowances to those who advertise the seller's products at prices below a given figure, where this may be a means of fixing prices illegally. (Guide 9.)

§ 240.10 Need to understand terms.

There should be a clear understanding between the seller and each participating customer as to the exact terms of the offer and the conditions upon which payments will be made for services and facilities furnished. (Guide 10.)

§ 240.11 Checking customer's use of payments.

The seller must take reasonable precautions to see that the services he is paying for are furnished and also that he is not overpaying for them. Moreover, the customer must expend the value received in full solely for the purpose for which the allowances were given. If the seller knows or should know that what he pays or furnishes is not being properly used, the payments or services must be discontinued. It should be noted that payments by the seller where the customer performs no services may result in legal action against the seller under section 2(a) of the Robinson-Patman Act and against the customer under section 2(f) of that law. Likewise, a seller may not properly pay, nor may a customer properly receive and retain, any amount in excess of that actually used by the customer to perform the service. (Guide 11.)

§ 240.12 Competing customers.

The seller is required to provide in his plan only for those customers who compete in the distribution of the promoted

product with the customer who is participating in the promotion. Therefore, the seller can limit the area of his promotion to that in which participating customers sell.

Example 1. Manufacturer A, located in Wisconsin and distributing shoes nationally, sells shoes to three retailers who sell only in Roanoke, Virginia, and compete with each other there. He has no other customers selling in Roanoke or its vicinity. If he offers his promotion to one Roanoke customer he must include all three, but can limit it to them.

Example 2. Manufacturer A distributes his products nationally. He may lawfully engage in a special promotional campaign in the New England states without making the same program available to customers in the remainder of the country who do not compete with New England customers.

NOTE: The seller must be careful here not to discriminate against customers located on the fringes but outside the area selected for the special promotion, since they may be actually competing with those participating. (Guide 12.)

§ 240.13 Indirect payments.

(a) Promotional assistance plans are sometimes devised and/or administered by third parties who are neither suppliers nor customers. The fact that a promotional assistance plan is thus devised and/or administered in no way insulates suppliers or customers from the requirements of the statute. Furthermore, the third party or intermediary may himself be liable if the use or administration of the plan results in violation of the law.

Example. A seller may not buy advertising time from a radio station that is furnishing free radio time to certain favored customers of the seller because the customers run an in-store promotion of the seller's goods.

(b) Sellers or intermediaries contemplating the use of such tripartite promotional plans may obtain an advisory opinion concerning the legality of a specific, proposed plan by submitting a request, together with complete details of the proposed plan, to the Secretary, Federal Trade Commission, Washington, D.C. 20580. Assistance with respect to existing plans may be obtained by writing to the Commission's Bureau of Industry Guidance. (Guide 13.)

§ 240.14 Meeting competition in good faith.

A seller charged with discrimination in violation of section 2(d) or section 2(e) may defend his actions by showing that the payments were made or the services were furnished in good faith to meet equally high payments or equivalent services paid or furnished by a competitor. However, this is a very technical defense subject to important limitations. (Guide 14.)

§ 240.15 Cost justification.

It is no defense to a charge of unlawful discrimination in the payment of an allowance or the furnishing of a service for a seller to show that such payment, service, or facility, could be justified through savings in the cost of manufacture, sale or delivery. (Guide 15.)

§ 240.16 Customer's liability.

Sections 2 (d) and (e) apply only to sellers and not to customers. However, a customer who knows or has reason to know that he is receiving payment or service granted or furnished when the seller violates section 2 (d) or (e) may also be proceeded against by the Commission under section 5 of the Federal Trade Commission Act, which prohibits unfair methods of competition.

Example. Buyer "A" actively solicits his suppliers to purchase advertising in connection with an anniversary sale or new store opening knowing or having reason to believe that such payments are not made under the seller's regular cooperative advertising program and that they are not offered to competing customers. (Guide 16.)

Nothing contained in these guides relieves any party subject to a Commission cease and desist order or other requirement from complying with the specific provisions of such order or requirement. The guides do not constitute a finding in and will not affect the disposition of any formal or informal matter now pending with the Commission.

Adopted: May 19, 1960.

Revised: January 31, 1967.

By direction of the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 67-13201; Filed, Nov. 7, 1967; 8:48 a.m.]

Title 12—BANKS AND BANKING

Chapter I—Bureau of the Comptroller of the Currency, Department of the Treasury

PART 1—INVESTMENT SECURITIES REGULATION

Visalia Area Hospital Authority Revenue Bonds (California)

§ 1.198 Visalia Area Hospital Authority Revenue Bonds (California).

(a) *Request.* The Comptroller of the Currency has been requested to rule that the $4,300,000 Visalia Area Hospital Authority Revenue Bonds are eligible for purchase, dealing in, underwriting and unlimited holding by national banks under paragraph Seventh of 12 U.S.C. 24.

(b) *Opinion.* (1) The Visalia Area Hospital Authority is a public entity created pursuant to the laws of California by an agreement between the City of Visalia and Kaweah-Delta Hospital District to construct and finance hospital facilities to be leased to the City and to be subleased by the City to, and operated by, the District. The Authority is issuing these bonds for that purpose.

(2) Kaweah-Delta Hospital District is a municipal corporation created pursuant to the laws of California to provide hospital services within a district which includes the City of Visalia and a part of Tulare County. Under the law the District is managed by elected directors and may be financed by assessment on real and personal property within the District.

(3) Under separate lease rental agreements the City has unconditionally promised to pay annual rentals to the Authority in an amount sufficient to meet annual interest and principal payments on the bonds and the District has unconditionally promised to pay annual rentals to the City in amounts at least equal to the rental payments which the City has promised to make to the Authority. The City and the District, each of which possesses general powers of taxation, have thus each committed its faith and credit in support of the bonds.

(c) *Ruling.* It is our conclusion therefore, that the $4,300,000 Visalia Area Hospital Authority Revenue Bonds are general obligations of a State or a political subdivision thereof under paragraph Seventh of 12 U.S.C. 24 and accordingly are eligible for purchase, dealing in, underwriting and unlimited holding by national banks under paragraph Seventh of 12 U.S.C. 24.

Dated: November 2, 1967.

[SEAL] WILLIAM B. CAMP,
Comptroller of the Currency.

[F.R. Doc. 67-13190; Filed, Nov. 7, 1967; 8:47 a.m.]

Title 20—EMPLOYEES' BENEFITS

Chapter III—Social Security Administration, Department of Health, Education, and Welfare

PART 401—DISCLOSURE OF OFFICIAL RECORDS AND INFORMATION

Disclosure of Information To Protect National Security

On June 29, 1967, there was published in the FEDERAL REGISTER (32 F.R. 9236), a notice of proposed rule making to issue an amendment to Regulation No. 1 of the Social Security Administration, relating to disclosure of official records and information. The purpose of the amendment was to authorize disclosure of information, under specified conditions, to the U.S. Secret Service, in addition to the Federal Bureau of Investigation as presently authorized. Interested persons were given the opportunity to submit written comments within 30 days after publication.

No comments have been received and the proposed amendment to the regulation is hereby adopted without change and is set forth below.

Effective date. This amendment shall be effective on the date of publication in the FEDERAL REGISTER.

Dated: October 11, 1967.

[SEAL] ROBERT M. BALL,
Commissioner of Social Security.

Approved: November 1, 1967.

WILBUR J. COHEN,
Acting Secretary of Health, Education, and Welfare.

Regulation No. 1 of the Social Security Administration, as amended (20 CFR 401.1 et seq.) is further amended to read as follows:

Section 401.3(i)(4) is amended to read as follows:

§ 401.3 Information which may be disclosed and to whom.

Disclosure of any such file, record, report, or other paper, or information, is hereby authorized in the following cases and for the following purposes:

* * * * *

(i) To any officer, agency, establishment, or department of the Federal Government, charged with the duty of conducting an investigation or prosecution, for the purpose of such an investigation or prosecution involving:

* * * * *

(4) An inquiry relating to the commission or threatened commission of an act of espionage or sabotage or other similar act inimical to the national security: *Provided*, That such information shall be disclosed only to the Federal Bureau of Investigation or the U.S. Secret Service and only upon written certification by a central official of the requesting agency that the information requested is required in an investigation of major importance to enable it to discharge its statutory responsibility for protecting the national security.

* * * * *

[F.R. Doc. 67-13208; Filed, Nov. 7, 1967; 8:48 a.m.]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 73—RADIO BROADCAST SERVICES

Table of Assignments; Tazewell, Va. etc.

In the matter of amendment of § 73.202, Table of Assignments, FM Broadcast Stations. (Tazewell, Va., Guntersville, Ala., Winnsboro, La., Fosston, Minn., Tuscola, Ill., Mansfield, Pa., Cathedral City, Calif., Harrodsburg, Ky., Pipestone, Minn., Albany, N.Y., Murfreesboro, Ahoskie, Washington, Plymouth, and New Bern, N.C., Laurel, Miss., Ukiah, Calif., and Carbondale, Ill.), Docket No. 17627, RM-1154, RM-1153, RM-1155, RM-1146, RM-1162, RM-1158, RM-1163, RM-1172, RM-1141, RM-1148, RM-1121, RM-1165, RM-1125, RM-1168.

In the released report and order (FCC 67-1179), October 30, 1967, in this proceeding, the entry for Washington, N.C., in the Table in paragraph 31 is corrected to read as follows:

City	Channel No.
Washington, N.C.	277, 249A

Released: November 3, 1967.

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

[F.R. Doc. 67-13209; Filed, Nov. 7, 1967; 8:48 a.m.]

Title 21—FOOD AND DRUGS

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

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

PART 121—FOOD ADDITIVES

Subpart C—Food Additives Permitted in Feed and Drinking Water of Animals or for the Treatment of Food-Producing Animals

COUMAPHOS

The Commissioner of Food and Drugs, having evaluated the data submitted in a petition (FAP 4I1348) filed by Chemagro Corp., Post Office Box 4913, Kansas City, Mo. 64120, and other relevant material, has concluded that the food additive regulations should be amended to provide for the safe use of coumaphos (chemical name set forth below) in the feed of cattle as an aid in the reduction of fecal breeding flies through control of fly larvae. 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 2.120), Part 121 is amended by adding to Subpart C the following new section:

§ 121.304 Coumaphos (*O,O*-diethyl *O*-3-chloro-4-methyl-2-oxo-2H-1-benzopyran-7-yl phosphorothioate).

The food additive coumaphos (*O,O*-diethyl *O*-3-chloro-4-methyl-2-oxo-2H-1-benzopyran-7-yl phosphorothioate) may be safely used in animal feed when incorporated therein in accordance with the following prescribed conditions:

(a) In cattle feed as follows:

	Amount	Limitations	Indications for use
Coumaphos.....	0.00012 lb. (0.054 gm.) per 100 lb. body weight per day.	For beef and dairy cattle; feed for the duration of fly season in a complete feed containing 0.0003% or in a feed supplement containing not over 0.0066% coumaphos; do not feed to animals less than 3 months old.	As an aid in the reduction of fecal breeding flies through control of fly larvae.

(b) To assure safe use, the label and labeling of the additive, any combination of additives, and any feed additive premix, feed additive concentrate, feed additive supplement, or complete feed prepared therefrom, shall bear, in addition to the other information required by the act, the following:

(1) The name of the additive.

(2) A statement of the quantity contained therein.

(3) Adequate directions and warnings for use which shall include a statement that coumaphos is a cholinesterase inhibitor and that animals being treated with coumaphos should not be exposed during or within a few days before or after treatment to any other cholinesterase-inhibiting drugs, insecticides, pesticides, or chemicals.

(c) Tolerance limitations for residues of coumaphos in edible products from treated animals are established in § 120.189 of this chapter under the chemical name.

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, D.C. 20201, written objections thereto, preferably in quintuplicate. 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.

Effective date. This order shall become 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: October 31, 1967.

J. K. KIRK,
Associate Commissioner for Compliance.

[F.R. Doc. 67-13206; Filed, Nov. 7, 1967; 8:48 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Agricultural Stabilization and Conservation Service

[7 CFR Part 723]

CIGAR-FILLER TOBACCO (TYPE 41)

Notice of Formulation of Regulations for 1968–69 Marketing Year Relating to Farm Acreage Allotments and Normal Yields

Pursuant to the authority contained in applicable provisions of the Agricultural Adjustment Act of 1938, as amended (7 U.S.C. 1281 et seq.), hereinafter referred to as the "Act", regulations are being prepared to govern the establishment of farm acreage allotments and normal yields for the 1968 crop of cigar-filler (type 41) tobacco.

Section 301(b)(15) of the Act includes only type 41 tobacco in the definition of cigar-filler tobacco. Producers of cigar-filler (type 41) tobacco disapproved marketing quotas for such kind of tobacco for the three marketing years beginning October 1, 1965 (30 F.R. 4313), and previously thereto had disapproved marketing quotas in referenda held in three successive years subsequent to 1952 (18 F.R. 8474, 19 F.R. 9365, 21 F.R. 3865). Hence, pursuant to the provisions of section 312 of the Act, acreage allotments and marketing quotas were not determined for such kind of tobacco for the 1966 and 1967 crops of such kind of tobacco. Pursuant to section 312 of the Act, the Secretary is required to proclaim not later than February 1, 1968, a quota for such kind of tobacco for each of the three marketing years beginning October 1, 1968, and hold a referendum of farmers who were engaged in the production of such kind of tobacco in 1967 to see whether such farmers favor or oppose marketing quotas. Under section 313 of the Act, as amended by Public Law 90–106, when the national marketing quota is announced by the Secretary it will be converted into a national acreage allotment less a reserve not to exceed 1 percent thereof for new farms, for making corrections in old farm acreage allotments, for adjusting inequities in old farm acreage allotments and providing acreage allotments for overlooked old farms. Such national acreage allotment will be apportioned to farms. (Tobacco classified as type 41 tobacco is grown only in Pennsylvania.) Section 362 of the Act requires that notice of the farm acreage allotment for each old farm shall insofar as practicable be mailed to the farm operator in sufficient time to be received prior to the referendum.

It is contemplated that the regulations for cigar-filler (type 41) tobacco will be similar to those issued for such kind of tobacco for the 1965–66 marketing year (29 F.R. 15742), except such regulations will reflect the new method for apportionment of the national acreage allotment to farms as prescribed by Public Law 90–106 (approved October 12, 1967).

Allotments determined under the regulations will remain in effect for the 1968 crop year whether or not marketing quotas are approved in the referendum.

Prior to final adoption and issuance of these regulations, consideration will be given to any data, views, and recommendations pertaining thereto which are submitted in writing to the Director, Farmer Programs Division, ASCS, USDA, Washington, D.C. 20250. All written submissions made pursuant to this notice will be made available for public inspection at such time and place and in the manner convenient to the public business (7 CFR 1.27(b)).

All submissions must be postmarked not later than 15 days after date of publication of this notice in the FEDERAL REGISTER in order to be considered.

Signed at Washington, D.C., on November 2, 1967.

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

[F.R. Doc. 67-13189; Filed, Nov. 7, 1967; 8:47 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[43 CFR Subpart 1720]

PROGRAMS AND OBJECTIVES

Designation of Natural Resource Experiment and Research Areas

Basis and purpose. Notice is hereby given that it is proposed to amend Subpart 1727, Designation of Areas and Sites, as set forth below. The purpose of this amendment is to provide for an additional type of designation for public and other Federal lands exclusively administered by the Secretary of the Interior through the Bureau of Land Management, namely, Natural Resource Experiment and Research Areas. Such designation will identify and improve public knowledge of the experimental and research efforts under way on these lands, and provide a basis for interpreting these efforts.

It is the policy of the Department of the Interior whenever practicable, to afford the public an opportunity to participate in the rule making process. Accordingly, interested persons may submit written comments, suggestions, or objections with respect to the proposed amendments to the Bureau of Land Management, Washington, D.C. 20240, within 30 days of the date of publication of this notice in the FEDERAL REGISTER.

A new subparagraph is added to § 1727.1(b) to read as follows:

§ 1727.1 Areas or sites that may be designated.

* * * * *

(b) * * *

(4) *Natural resource experiment and research areas.* These are relatively small areas of land which are used for research or experimental purposes.

HARRY R. ANDERSON,
Secretary of the Interior.

NOVEMBER 2, 1967.

[F.R. Doc. 67-13167; Filed, Nov. 7, 1967; 8:45 a.m.]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[14 CFR Part 71]

[Airspace Docket No. 67-EA-104]

CONTROL ZONE

Proposed Alteration

The Federal Aviation Administration is considering amending § 71.171 of Part 71 of the Federal Aviation Regulations so as to alter the Millville, N.J., control zone.

With the abandonment of the Vineland Airport in Vineland, N.J., the exclusion of the airspace around the airport from the Millville, N.J., control zone is no longer necessary. The proposed alteration will delete the exclusion.

Interested parties may submit such written data or views as they may desire. Communications should be submitted in triplicate to the Director, Eastern Region, Attention: Chief, Air Traffic Division, Department of Transportation, Federal Aviation Administration, Federal Building, J. F. Kennedy International Airport, Jamaica, N.Y. 11430. All communications received within 30 days after publication in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements may be made for informal conferences with Federal Aviation Administration officials by contacting the Chief, Airspace and Standards Branch, Eastern Region.

Any data or views presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in

this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Office of Regional Counsel, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y.

The Federal Aviation Administration, having completed a review of the airspace requirements for the terminal area of Millville, N.J., proposes the airspace action hereinafter set forth:

1. Amend § 71.171 of Part 71 of the Federal Aviation Regulations so as to delete in the description of the Millville, N.J., control zone all after the words "Millville, N.J."

This amendment is proposed under section 307(a) of the Federal Aviation Act of 1958 (72 Stat. 749; 49 U.S.C. 1348).

Issued in Jamaica, N.Y., on October 25, 1967.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

[F.R. Doc. 67-13179; Filed, Nov. 7, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-CE-123]

CONTROL ZONE AND TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering amending Part 71 of the Federal Aviation Regulations so as to alter the control zone and transition area at Bloomington, Ill.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Director, Central Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendments. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Regional Air Traffic Division Chief.

Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposals contained in this notice may be changed in the light of comments received.

A public docket will be available for examination by interested persons in the Office of the Regional Counsel, Federal Aviation Administration, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106.

As a result of the development of two new public use instrument approach procedures to serve Bloomington Normal Airport, Bloomington, Ill., utilizing the Bloomington VOR as a navagational aid, it is necessary to alter the Bloomington control zone and transition area to provide protection for aircraft executing these approach procedures.

In consideration of the foregoing, the Federal Aviation Administration proposes to amend Part 71 of the Federal Aviation Regulations as hereinafter set forth:

(1) In § 71.171 (32 F.R. 2071), the following control zone is amended to read:

BLOOMINGTON, ILL.

Within a 5-mile radius of Bloomington Normal Airport (latitude 40°28'50" N., longitude 88°55'45" W.); and within 2 miles each side of the Bloomington VOR 043°, 105°, and 319° radials, extending from the 5-mile radius zone to 8 miles northeast, east, and northwest of the VOR. This control zone is effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time will thereafter be continuously published in the Airman's Information Manual.

(2) In § 71.181 (32 F.R. 2148), the following transition area is amended to read:

BLOOMINGTON, ILL.

That airspace extending upward from 700 feet above the surface within a 5-mile radius of Bloomington Normal Airport (latitude 40°-28'50" N., longitude 88°55'45" W.); and within 2 miles each side of the Bloomington VOR 043°, 105°, and 319° radials, extending from the 5-mile radius area to 8 miles northeast, east, and northwest of the VOR.

These amendments are proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued at Kansas City, Mo., on October 20, 1967.

EDWARD C. MARSH,
Director, Central Region.

[F.R. Doc. 67-13180; Filed, Nov. 7, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-EA-106]

TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering amending § 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the Paducah, Ky., transition area.

The VOR instrument approach to Barkley Field, Paducah, Ky., has been modified to include use of DME. The modification will require an alteration of the airspace protection for aircraft executing the instrument procedures in the Paducah, Ky., transition area.

Interested parties may submit such written data or views as they may desire. Communications should be submitted in triplicate to the Director, Eastern Region, Attention: Chief, Air Traffic Division, Department of Transportation, Federal Aviation Administration, Federal Building, J. F. Kennedy International Airport, Jamaica, N.Y. 11430. All communications received within 30 days after publication in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements may be made for informal conferences with Federal Aviation Administration officials by contacting the Chief, Airspace and Standards Branch, Eastern Region.

Any data or views presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in light of comments received.

The official docket will be available for examination by interested persons at the Office of Regional Counsel, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y.

The Federal Aviation Administration, having completed a review of the airspace requirements for the terminal area of Paducah, Ky., proposes the airspace action hereinafter set forth:

1. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to alter the description of the Paducah, Ky., transition area by deleting in the 700-foot airspace description "8 miles" and insert in lieu thereof "12 miles"; in the 1,200-foot airspace description delete "36°54'10" N., 89°06'10" W." and insert in lieu thereof, "36°50'00" N., 89°10'-00" W. thence north along longitude 89°10'00" W. to the southern edge of V-178S, thence east along the southern edge of V-178S to 36°59'10" N., 89°00'-50" W.".

This amendment is proposed under section 307(a) of the Federal Aviation Act of 1958 (72 Stat. 749; 49 U.S.C. 1348).

Issued in Jamaica, N.Y., on October 25, 1967.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

[F.R. Doc. 67-13181; Filed, Nov. 7, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-CE-122]

TRANSITION AREA

Proposed Designation

The Federal Aviation Administration is considering amending Part 71 of the Federal Aviation Regulations so as to designate a transition area at Seymour, Ind.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Director, Central Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with

Federal Aviation Administration officials may be made by contacting the Regional Air Traffic Division Chief.

Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

A public docket will be available for examination by interested persons in the Office of the Regional Counsel, Federal Aviation Administration, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106.

As a result of the development of a public use instrument approach procedure to serve Freeman Field, Seymour, Ind., utilizing a privately owned radio beacon located on the airport as a navagational aid, it is necessary to designate a 700-foot floor transition area at Seymour, Ind., to protect aircraft executing this approach procedure.

In consideration of the foregoing, the Federal Aviation Administration proposes to amend Part 71 of the Federal Aviation Regulations as hereinafter set forth:

In § 71.181 (32 F.R. 2148), the following transition area is added:

SEYMOUR, IND.

That airspace extending upward from 700 feet above the surface within a 6-mile radius of Freeman Field (latitude 38°55'30" N., longitude 85°54'35" W.); and within 2 miles each side of the 161° bearing from Freeman Field, extending from the 6-mile radius area to 8 miles south of the airport.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued at Kansas City, Mo., on October 20, 1967.

EDWARD C. MARSH,
Director, Central Region.

[F.R. Doc. 67-13182; Filed, Nov. 7, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-EA-101]

TRANSITION AREA

Proposed Designation

The Federal Aviation Administration is considering amending § 71.181 of Part 71 of the Federal Aviation Regulations so as to designate a 700-foot floor transition area over VPI Airport, Blacksburg, Va.

A new VOR/DME instrument procedure has been authorized for the airport and will therefore require airspace protection for aircraft executing the approach and departure instrument procedures.

Interested parties may submit such written data or views as they may desire. Communications should be submitted in triplicate to the Director, Eastern Region, Attention: Chief, Air Traffic Division, Department of Transportation, Federal Aviation Administration, Federal Building, J. F. Kennedy International Airport, Jamaica, N.Y. 11430. All communications received within 30 days after publication in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements may be made for informal conferences with Federal Aviation Administration officials by contacting the Chief, Airspace and Standards Branch, Eastern Region.

Any data or views presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Office of Regional Counsel, Federal Aviation Administration, Federal Building, John F. Kennedy International Airport, Jamaica, N.Y.

The Federal Aviation Administration, having completed a review of the airspace requirements for the terminal area of Blacksburg, Va., proposes the airspace action hereinafter set forth:

1. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to designate a 700-foot floor Blacksburg, Va., Transition Area described as follows:

BLACKSBURG, VA.

That airspace extending upward from 700 feet above the surface within a 6-mile radius of the center, 37°12'25" N., 80°24'30" W., of VPI Airport, Blacksburg, Va.; within 2 miles each side of the Pulaski VORTAC 064° radial extending from the 6-mile radius area to the VORTAC; within 2 miles each side of the Runway 8 centerline extended from the 6-mile radius area to 7 miles east of the end of the runway; and within 2 miles each side of the Runway 30 centerline extended from the 6-mile radius area to 11 miles northwest of the end of the runway, excluding the portion within the Dublin, Va., transition area. This transition area shall be effective from sunrise to sunset daily.

This amendment is proposed under section 307(a) of the Federal Aviation Act of 1958 (72 Stat. 749; 49 U.S.C. 1348).

Issued in Jamaica, N.Y., on October 25, 1967.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

[F.R. Doc. 67-13183; Filed, Nov. 7, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-SO-103]

TRANSITION AREA

Proposed Designation

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would designate the Sanford, N.C., transition area.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Area Manager, Atlanta Area Office, Attention: Chief, Air Traffic Branch, Federal Aviation Administration, Post Office Box 20636, Atlanta, Ga. 30320. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Air Traffic Branch. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The Sanford transition area would be designated as:

That airspace extending upward from 700 feet above the surface within a 5-mile radius of Sanford Municipal Airport.

The proposed transition area is required for the protection of IFR operations at Sanford Municipal Airport. A prescribed instrument approach procedure to this airport utilizing the Southern Pines, N.C., VORTAC is proposed in conjunction with the designation of this transition area.

The official docket will be available for examination by interested persons at the Southern Regional Office, Federal Aviation Administration, Room 724, 3400 Whipple Street, East Point, Ga.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348(a)).

Issued in East Point, Ga., on October 27, 1967.

JAMES S. ROGERS,
Director, Southern Region.

[F.R. Doc. 67-13184; Filed, Nov. 7, 1967; 8:46 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-CE-121]

FEDERAL AIRWAY

Proposed Extension

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would designate a VOR airway between Dells, Wis., and Eau Claire, Wis., via the intersection of Dells 321° T (318° M) and Eau Claire 134° T (130° M) radials, with a floor established at 1,200 feet AGL.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Central Region, Attention: Chief, Air Traffic Division, Federal Building, Federal Aviation Administration, 601 East 12th Street, Kansas City, Mo. 64106. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the

proposed amendment. The proposal contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Administration, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20590. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

This action would provide a route for IFR traffic from Eau Claire, Wis., to Madison, Wis., Milwaukee, Wis., and Chicago, Ill. It would also provide transition airspace to or from the Continental Control Area for high performance aircraft operating into and out of Eau Claire and Madison.

This amendment is proposed 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 October 31, 1967.

T. McCORMACK,
Acting Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-13185; Filed, Nov. 7, 1967; 8:47 a.m.]

Notices

DEPARTMENT OF STATE

Agency for International Development

[No. 19, Amdt. 3]

ASSISTANT ADMINISTRATOR, WAR ON HUNGER

Delegation of Authority

Pursuant to the authority delegated to me by Delegation of Authority No. 104 from the Secretary of State dated November 3, 1961, and in accordance with the authority contained in section 632(b) of the Foreign Assistance Act of 1961, as amended, I hereby direct that Delegation of Authority No. 19 be, and it is hereby amended, as follows:

1. In the first paragraph immediately after the title "Assistant Administrator for Administration" delete the following: "to the Assistant Administrator for Technical Cooperation and Research for interregional services and projects for which that office has responsibility";

2. In the first paragraph immediately after the title "Assistant Administrator for Administration" insert the following: "to the Assistant Administrator, Office of War on Hunger, for interregional projects and for research projects,".

3. This amendment shall be effective immediately.

WILLIAM S. GAUD,
Administrator.

OCTOBER 31, 1967.

[F.R. Doc. 67-13174; Filed, Nov. 7, 1967; 8:46 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[Oregon 013237]

OREGON

Notice of Termination of Proposed Withdrawal and Reservation of Lands

Correction

In F.R. Doc. 67-12160 appearing at page 14284 of the issue for Saturday, October 14, 1967, the land description for Hardman Reservoir Site is corrected to read as follows:

HARDMAN RESERVOIR SITE

T. 13 S., R. 36 E.,
Sec. 28, NE¼NE¼, W½NE¼, N½SE¼NE¼, and S½S½SE¼.

IDAHO

Change of Location of Land Office

NOVEMBER 1, 1967.

Notice is hereby given that the Idaho Land Office, Bureau of Land Management, in Boise, Idaho, will be closed to the public on November 20, 21, 22, 23 (a legal holiday), and 24, 1967, to move to the New Federal Building, 550 West Fort Street, Boise, Idaho 83702. This office will reopen at the new address at 10 a.m., November 27, 1967. All filings for public lands in the State of Idaho after 4 p.m., November 17, 1967, should be addressed to the Idaho Land Office, Bureau of Land Management, Post Office Box 2237, Boise, Idaho 83701. In accordance with Title 43, Code of Federal Regulations, §§ 1821.2-1 through 1821.2-3, any applications, payments, or other documents received at that location during this period will be deemed as having been filed simultaneously at 10 a.m., m.s.t., November 27, 1967. Any payments or other documents that are due during the period of closure will be considered timely filed if received on or before 4 p.m., m.s.t., November 27, 1967.

JOE T. FALLINI,
State Director.

[F.R. Doc. 67-13168; Filed, Nov. 7, 1967; 8:45 a.m.]

CALIFORNIA

Notice of Termination of Proposed Classification of Public Lands

NOVEMBER 1, 1967.

The notice of proposed classification of public lands appearing in F.R. Doc. 66-7973 in the issue of July 22, 1966 (31 F.R. 10000-10002); in F.R. Doc. 66-8772 in the issue of August 12, 1966 (31 F.R. 10751-10752); and in F.R. Doc. 66-12084 in the issue of November 8, 1966 (31 F.R. 14361-14362) are hereby terminated insofar as they relate to the following described lands:

HUMBOLDT MERIDIAN

T. 11 N., R. 2 E.,
Sec. 26, NW¼SW¼.
T. 3 N., R. 3 E.,
Sec. 10, SW¼NW¼, NW¼SE¼, SW¼SE¼;
Sec. 14, SW¼NW¼;
Sec. 15, NW¼NE¼, SE¼NE¼.
T. 7 N., R. 3 E.,
Sec. 10, SE¼NW¼.
T. 10 N., R. 3 E.,
Sec. 21, SW¼SW¼;
Sec. 31, NE¼NE¼.
T. 1 N., R. 4 E.,
Sec. 12, NE¼NW¼.
T. 4 N., R. 4 E.,
Sec. 22, SW¼SW¼.
T. 2 S., R. 5 E.,
Sec. 3, NE¼NE¼;
Sec. 22, NW¼NE¼.

MOUNT DIABLO MERIDIAN

T. 9 N., R. 1 E.,
Sec. 11, N½S½.
T. 9 N., R. 2 E.,
Sec. 10, SE¼NE¼, NE¼SE¼;
Sec. 11, NW¼NW¼, S½NW¼, N½SW¼;
Sec. 19, S½NE¼.
T. 10 N., R. 2 E.,
Sec. 34, SE¼.
T. 9 N., R. 3 E.,
Sec. 3, W½ of lot 2;
Sec. 8, SE¼NW¼;
Sec. 18, N½ of lots 1 and 2, and E½SW¼;
Sec. 20, S½SW¼;
Sec. 35, S½SE¼.
T. 9 N., R. 4 E.,
Sec. 19, lots 1 and 2, and W½SE¼;
Sec. 30, lot 2.
T. 16 N., R. 7 E.,
Sec. 23, E½E½NW¼NW¼;
Sec. 24, SE¼NW¼.
T. 15 N., R. 8 E.,
Sec. 1, lots 7, 10(a), 10(b), 11(a), 11(b), 22, 23, 25, 26, 27, 29, 30, 31, 32, 36, 37, 38;
Sec. 2, lots 13, 14(a), 14(b), and portion of lot 59;
Sec. 3, lots 11, 16, 28, 29, and 30;
Sec. 6, lots 1 and 20;
Sec. 11, lot 22.
T. 16 N., R. 8 E.,
Sec. 1, lots 7 and 8;
Sec. 2, Mt. Auburn Lode, and lots 5, 9, and 25;
Sec. 4, lot 3;
Sec. 6, SE¼SE¼, SE¼SW¼, and lot 7;
Sec. 9, lot 222 (por.);
Sec. 10, lots 3, 4, and 221, 222, and S½NE¼;
Sec. 12, lot 1 (por.), lots 7, 17, and 94;
Sec. 13, lots 4, 13, 17, and 23;
Sec. 14 SW¼NW¼ (except M.S. 6186);
Sec. 19, S½NE¼;
Sec. 21, lots 2, 3, and 4, M.S. 4022, NW¼NE¼NW¼NW¼, and N½NW¼NW¼NW¼.
Sec. 22, lots 8, 9, and 114;
Sec. 23, lots 45 and 67;
Sec. 26, lots 1, 2, 19, 20, 22, and 45;
Sec. 27, lots 3 and 8;
Sec. 28, lot 6 (por.);
Sec. 29, lots 1 to 11, inclusive;
Sec. 31, lot 190, NW¼SE¼SE¼, N½NE¼SE¼SE¼, N½SW¼SE¼SE¼, and SE¼SE¼SE¼;
Sec. 32, W½SW¼SW¼;
Sec. 33, lots 11 and 15;
Sec. 35, lots 7 and 9.
T. 17 N., R. 8 E.,
Sec. 20, S½SE¼NE¼, and N½NW¼SE¼;
Sec. 33, lot 1.
T. 7 N., R. 9 E.,
Sec. 9, S½SE¼SW¼.
T. 11 N., R. 9 E.,
Sec. 12, NW¼SE¼NW¼.
T. 13 N., R. 9 E.,
Sec. 23, lot 41.
T. 15 N., R. 9 E.,
Sec. 33, lot 51.
T. 16 N., R. 9 E.,
Sec. 6, lot 5;
Sec. 7, lot 12;
Sec. 17, lots 20, 21, 24, 25, 28, and 29;
Sec. 18, lots 12, 64, and 65;
Sec. 19, lot 6, and NE¼SW¼ (except M.S. 5117).
T. 17 N., R. 9 E.,
Sec. 32, SE¼NW¼SE¼ and lot 3.
T. 5 N., R. 10 E.,
Sec. 16, NW¼SW¼.
T. 7 N., R. 10 E.,
Sec. 14, lots 3, 4, 13, 15, and 16.
T. 10 N., R. 10 E.,
Sec. 4, lots 5 and 7;
Sec. 21, lot 38;
Sec. 22, lots 38 and 39, SW¼SW¼;
Sec. 27, "Jersey Q.M.", lot 49.

T. 11 N., R. 10 E.,
Sec. 11, lot 15;
Sec. 12, lots 1, 5, 7, 75, and N½NW¼ less W½SW¼NW¼NW¼;
Sec. 14, lot 12 (a.k.a. lot 4);
Sec. 15, lot 54;
Sec. 23, lots 1, 2, 3, and SE¼NE¼;
Sec. 24, lots 9 and 10;
Sec. 33, E½NE¼SE¼NW¼.
T. 12 N., R. 10 E.,
Sec. 1, lot 1 (except M.S. 6312), lot 2 (except M.S. 6312), SW¼NE¼ (except M.S. 6312);
Sec. 2, lot 4, and portion of SW¼NW¼;
Sec. 27, lot 3.
T. 13 N., R. 10 E.,
Sec. 4, lot 32, lots 36 to 41, inclusive, and SW¼SW¼;
Sec. 5, lots 9, 11, 12;
Sec. 6, lots 17 and 57.
T. 15 N., R. 10 E.,
Sec. 3, lot 4 in W½NW¼, lot 4 in E½NW¼, lot 5;
Sec. 4, lots 4 and 19.
T. 7 N., R. 11 E.,
Sec. 22, NE¼SE¼.
T. 3 N., R. 13 E.,
Sec. 12, NE¼SW¼.
T. 2 N., R. 14 E.,
Sec. 21, N½NE¼.
T. 3 N., R. 14 E.,
Sec. 7, lot 4, SE¼SW¼.
T. 32 N., R. 5 W.,
Sec. 12, NE¼SW¼;
Sec. 14, SW¼NW¼NE¼, SW¼NE¼SW¼, W½SE¼SW¼NE¼, N½NE¼SW¼NW¼SW¼, W½SW¼NW¼SW¼, W½NW¼NW¼SW¼SW¼, W½NE¼NE¼SE¼, W½SW¼NE¼SE¼, NE¼NW¼SE¼, S½S½SE¼NW¼SE¼, lots 8, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26.
T. 8 S., R. 8 E.,
Sec. 16, NE¼, NW¼NW¼, S½NW¼, S½;
Sec. 22, all;
Sec. 26, SE¼SW¼NE¼SW¼, NW¼SW¼SW¼SW¼, N½, and SE¼.
T. 13 S., R. 12 E.,
Sec. 25, SW¼SE¼.
T. 23 S., R. 20 E.,
Sec. 34, lots 2, 3, 5.
T. 25 S., R. 21 E.,
Sec. 8, fractional NE¼SW¼, fractional W½SE¼, SE¼SW¼.
T. 26 S., R. 21 E.,
Sec. 2, lot 1 of NE¼.
T. 25 S., R. 36 E.,
Sec. 21, SW¼NE¼, NE¼SW¼.
T. 32 S., R. 38 E.,
Sec. 20, all.

SAN BERNARDINO MERIDIAN

T. 9 N., R. 1 E.,
Sec. 11, N½S½.
T. 9 N., R. 2 E.,
Sec. 10, SE¼NE¼, NE¼SE¼;
Sec. 11, NW¼NW¼, S½NW¼, NW¼SW¼;
Sec. 19, S½NE¼.
T. 10 N., R. 2 E.,
Sec. 34, SE¼.
T. 9 N., R. 3 E.,
Sec. 3, W½ of lot 2;
Sec. 8, SE¼NW¼;
Sec. 18, N½ of lots 1 and 2, and E½SW¼;
Sec. 20, S½SW¼;
Sec. 35, S½SE¼.
T. 9 N., R. 4 E.,
Sec. 19, lots 1 and 2, and W½SE¼;
Sec. 30, lot 2.
T. 9 N., R. 1 W.,
Sec. 30, N½ and SW¼.
T. 9 N., R. 2 W.,
Sec. 10, SE¼SW¼SW¼, W½W½SE¼SW¼, SE¼SE¼SW¼, NW¼SE¼, E½E½SW¼SE¼, S½SW¼SE¼SE¼, W½SE¼SE¼SE¼;
Sec. 11, lots 43, 49, 75, 76, 84, 87, 111, and 113;
Sec. 12, N½S½SW¼NW¼, lots 34, 37, 38, 43, 44, 45, 46, 49, 50, 52, 54, 55, 56, 57, 77, 81, 82, 83, 84, 100, 101, 102, 103, 115, 116, 132, 133, 134, 155, 171, 172, 173, 177, 181, 183, 184, 201, 202, 207, 208, 211, 216, 218, 232, 234, 238, 243, 268, 272, 282, 311, 314.
T. 5 S., R. 7 E.,
Sec. 6, NW¼SW¼SE¼, E½SW¼SW¼SE¼, W½E½SW¼SE¼.
T. 8 S., R. 8 E.,
Sec. 16, NE¼, NW¼NW¼, S½NW¼, S½;
Sec. 22, all;
Sec. 26, SE¼SW¼, NE¼SW¼, NW¼SW¼, SW¼SW¼, N½, and SE¼.
T. 8 S., R. 10 E.,
Sec. 12, N½NW¼, SE¼NW¼, SE¼.
T. 8 S., R. 11 E.,
Sec. 6, lot 1 of SW¼, lot 2 of SW¼, lot 2 of NW¼, lot 2 of NE¼, S½SE¼, NE¼SE¼NW¼SE¼;
Sec. 18, lot 2 of NW¼, lot 1 of NW¼, S½SE¼, NE¼SE¼, NW¼SE¼;
Sec. 20, NE¼, NW¼, N½SE¼;
Sec. 28, NE¼.
T. 13 S., R. 12 E.,
Sec. 25, SW¼SE¼.

J. R. PENNY,
State Director.

[F.R. Doc. 67-13169; Filed, Nov. 7, 1967; 8:45 a.m.]

[Wyoming 6227]

WYOMING

Notice of Classification of Public Lands for Multiple-Use Management

NOVEMBER 1, 1967.

1. Pursuant to the Act of September 19, 1964 (43 U.S.C. 1411-18) and to the regulations in 43 CFR Parts 2410 and 2411, the public lands within the areas described below, together with any lands therein that may become public lands in the future, are hereby classified for multiple-use management. Publication of this notice segregates: (a) All the described lands from appropriation only under the agricultural land laws (43 U.S.C. parts 7 and 9; 25 U.S.C. sec. 334) and from sales under Section 2455 of the Revised Statutes (43 U.S.C. 1171); (b) the public lands described in paragraph 4 of this notice from appropriation under the general mining laws (30 U.S.C. 21). Except as provided in (a) and (b) above, the lands shall remain open to all other applicable forms of appropriation, including the mining and mineral leasing laws. As used herein, "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934, as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

2. Several comments in response to the notice of proposed classification (32 F.R. 7404) were received at and following the public hearing held on June 21, 1967. The record shows that three statements, submitted by two individuals and one organization, expressed opposition to the proposed classification or portions thereof. Two individuals and seven organizations expressed approval of the proposed classification. All of the statements have been carefully considered and no changes or modifications are found necessary. The record containing the comments and statements submitted is on file and can be examined at either the Rawlins District Office, Osborne Building, Rawlins, Wyo., or the Land Office, Federal Building, Cheyenne, Wyo.

3. Public lands located within the following described areas are shown on maps and status plats on file in the Rawlins District Office, Rawlins, Wyo., and the Land Office, Cheyenne, Wyo. The overall description of the areas is as follows:

SIXTH PRINCIPAL MERIDIAN

ALBANY-CARBON-FREMONT-SWEETWATER COUNTIES

a. Unit 03-01 (Seven Lakes) is bounded on the north by the Lander-Rawlins District Boundary, the west by a fence which is the proposed Rock Springs-Rawlins District Boundary, on the south by the Railroad Grant Limit and on the east by the Lost Soldier Divide.

b. Unit 03-02 (Ferris) is bounded on the north by the Lander-Casper-Rawlins District Boundary, on the west by the Lost Soldier Divide, on the south by the Railroad Grant Limit and on the east by the North Platte River and the center of the Pathfinder Reservoir.

c. Unit 03-03 (Shirley) is bounded on the north by the Casper-Rawlins District Boundary, on the west by the North Platte River and the center of the Pathfinder Reservoir, on the south by various grazing allotment boundaries and on the east by a north-south line one-half mile east of the Albany-Carbon County line.

d. Unit 03-04 (Sierra Madre) is bounded on the north by the Railroad Grant Limit, on the west by Muddy Creek, on the south by the Medicine Bow National Forest Boundary and an irregular line beginning on the Forest Boundary at the common corner of secs. 28, 29, 32, and 33, T. 15 N., R. 87 W., thence northwesterly to the south quarter corner of sec. 33, T. 16 N., R. 89 W., thence southwesterly and south to the southeast corner of sec. 12, T. 13 N., R. 90 W., thence west and south to Muddy Creek at the junction with the southwest corner of sec. 22, T. 13 N., R. 91 W., and on the east by State Highway 130 to a point one-fourth mile west of the southeast section corner of sec. 20, T. 16 N., R. 83 W., thence southwesterly to a point which joins the Forest Boundary one-fourth mile west of the southeast corner of sec. 28, T. 15 N., R. 85 W.

e. Unit 03-05 (Shell Creek) is bounded on the north by the Railroad Grant Limit, on the west by the proposed Rock Springs-Rawlins District Boundary, on the south by the Colorado-Wyoming State Line and on the east by Muddy Creek.

f. Unit 03–31 (Laramie Peak) is bounded on the northeast by the Medicine Bow National Forest, on the west by the organized grazing district boundary, on the south by the township line between Tps. 22 and 23 N., Rs. 71 and 72 W., the range line between Rs. 72 and 73 W., Tps. 21 and 22 N., the township line between Tps. 20 and 21 N., Rs. 73 and 74 W., then the range line between Rs. 74 and 75 W., Tps. 18, 19, and 20 N., then the township line between Tps. 17 and 18 N., Rs. 75 and 76 and part of R. 77 W.

g. Unit 03–32 (Red Desert) is bounded on the north by the Railroad Grant Limit, on the west by a fence which is the proposed Rock Springs-Rawlins District Boundary, on the south by the Interstate 80 Highway and on the east by the North Platte River excluding the public lands within secs. 2, 6, 8, 18, and 20, T. 21 N., R. 87 W., 6th P.M.

h. Unit 03–33 (Overland) is bounded on the north by the Interstate 80 Highway, on the west by the proposed Rock Springs-Rawlins District Boundary, on the south by the Railroad Grant Limit and on the east by the North Platte River excluding the public lands within secs. 20, 22, 26, 28, and 30 T. 21 N., R. 87 W., 6th P.M.

i. Unit 03–34 (Hanna) is bounded on the north by various grazing allotment boundaries, on the west by the North Platte River, on the south by the Medicine Bow National Forest and an east-west line dividing in half T. 17 N., Rs. 82 and 83 W., 6th P.M., and on the east by the organized grazing district boundary.

The total area of the public lands included within the purview of this notice of classification aggregates approximately 3,641,500 acres.

4. As provided in paragraph 1 above, the following described lands are further segregated from appropriation under the mining laws (Aggregating approximately 3,120 acres):

SIXTH PRINCIPAL MERIDIAN, WYOMING

T. 19 N., R. 81 W.,
Sec. 6, NE¼NE¼ and N½SE¼;
Sec. 8, SW¼SW¼NE¼, SE¼SE¼NW¼, NE¼NE¼SW¼, and NW¼NW¼SE¼.
T. 25 N., R. 81 W.,
Sec. 4, SW¼SW¼;
Sec. 5, SE¼SE¼;
Sec. 7, NW¼NE¼;
Sec. 8, S½S½SW¼ and SW¼SW¼SE¼;
Sec. 12, NW¼SE¼;
Sec. 17, NW¼NW¼NE¼ and N½NE¼NW¼.
T. 26 N., R. 81 W.,
Sec. 7, SW¼NW¼;
Sec. 17, S½SW¼NW¼ and N½NW¼SW¼;
Sec. 18, S½SE¼NE¼ and N½NE¼SE¼;
Sec. 20, SE¼SW¼.
T. 25 N., R. 82 W.,
Sec. 10, N½NE¼.
T. 26 N., R. 82 W.,
Sec. 11, N½SE¼;
Sec. 24, SE¼SE¼.
T. 20 N., R. 83 W.,
Sec. 24, S½SW¼SW¼, SE¼SW¼, S½SE¼, and S½N½SE¼.
T. 20 N., R. 84 W.,
Sec. 18, W½SW¼, SE¼SW¼, SW¼NE¼SW¼, and SW¼SW¼SE¼;
Sec. 30, W½NE¼, SE¼NW¼, N½NE¼SW¼, and N½N½SE¼.
T. 23 N., R. 84 W.,
Sec. 26, S½NW¼, E½NE¼NW¼, and W½W½NE¼.
T. 16 N., R. 85 W.,
Sec. 18, S½NE¼NE¼ and S½NE¼.
T. 18 N., R. 85 W.,
Sec. 2, NE¼SE¼;
Sec. 12, NE¼NE¼.
T. 19 N., R. 85 W.,
Sec. 2, SE¼NE¼, SW¼NE¼NW¼, S½NW¼NW¼, SW¼NW¼, W½SE¼NW¼, W½SW¼, and NE¼SE¼.
T. 21 N., R. 85 W.,
Sec. 4, SW¼.
T. 22 N., R. 86 W.,
Sec. 12, S½SW¼SW¼;
Sec. 14, NE¼NE¼, E½NW¼NE¼, NE¼SW¼NE¼, and N½SE¼NE¼;
Sec. 24, W½NW¼, S½SE¼NW¼, N½SW¼, N½SE¼SW¼, W½NW¼SE¼, SE¼NW¼SE¼, and S½SE¼.
T. 19 N., R. 88 W.,
Sec. 24, S½N½ and S½.
T. 22 N., R. 88 W.,
Sec. 2, W½NW¼NE¼, NW¼SW¼NE¼, E½SE¼NW¼, SW¼SE¼NW¼, N½NE¼SW¼, and SE¼NE¼SW¼.
T. 18 N., R. 89 W.,
Sec. 12, N½SW¼SE¼.
T. 21 N., R. 89 W.,
Sec. 22, S½SW¼NW¼ and N½NW¼SW¼.
T. 23 N., R. 96 W.,
Sec. 24, SW¼SE¼;
Sec. 25, NW¼NE¼.

5. For a period of 30 days from the date of publication of this notice in the FEDERAL REGISTER, this classification shall be subject to the exercise of administrative review and modification by the Secretary of the Interior as provided for in 43 CFR 2411.2c.

ED PIERSON,
State Director.

[F.R. Doc. 67–13170; Filed, Nov. 7, 1967; 8:45 a.m.]

[Wyoming 5697]

WYOMING

Notice of Classification of Public Lands for Multiple-Use Management

NOVEMBER 1, 1967.

1. Pursuant to the Act of September 19, 1964 (43 U.S.C. 1411–18) and to the regulations in 43 CFR Parts 2410 and 2411, the public lands within the areas described below, together with any lands therein that may become public lands in the future, are hereby classified for multiple-use management. Publication of this notice segregates: (a) All the described lands from appropriation only under the agricultural land laws (43 U.S.C. Parts 7 and 9; 25 U.S.C. sec. 334) and from sales under section 2455 of the Revised Statutes (43 U.S.C. 1171); (b) the public lands described in paragraph 4 of this notice from appropriation under the general mining laws (30 U.S.C. 21). Except as provided in (a) and (b) above, the lands shall remain open to all other applicable forms of appropriation, including the mining and mineral leasing laws. As used herein, "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934, as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

2. Public hearings on the proposed classification (32 F.R. 6219) were held in Evanston, Wyo., on June 1 and Kemmerer, Wyo., on June 2, 1967. No comments were received at the Evanston hearing. At the Kemmerer hearing, two individuals commented in opposition to the segregation of lands from appropriation under the general mining laws. The comments have been carefully considered, in light of available facts. It has been determined that the segregations from mineral appropriation are not excessive in view of the national significance of most of the area being segregated. Accordingly, no changes have been made in the proposed classification insofar as the areas segregated from mineral appropriation are concerned. However, a minor change affecting lands not segregated from mineral appropriation has been made. Three tracts of land, lot 3 and the NW¼SW¼ sec. 1 and the NW¼NE¼ sec. 11, T. 12 N., R. 114 W., 6th P.M., listed in the notice of proposed classification are not included in this notice of classification. The segregative effect of the notice of proposed classification is hereby terminated as to these three tracts.

3. Public lands located within the following described areas are shown on the Uinta and Lincoln County Planning Unit Classification Maps, which are on file in the District Office, Bureau of Land Management, Rock Springs, Wyo., and the Land Office, Bureau of Land Management, Federal Building, Cheyenne, Wyo. The general descriptions of the areas are as follows:

SIXTH PRINCIPAL MERIDIAN
UINTA COUNTY, WYO.

All public lands within the following described areas, except lot 3 and the NW¼SW¼ sec. 1 and the NW¼NE¼ sec. 11, T. 12 N., R. 114 W., 6th P.M. and those lands within Planning Unit 0471, as said planning unit is delineated upon the maps previously referred to:

Beginning at the junction of the Uinta-Lincoln-Sweetwater County lines; thence west along the Uinta-Lincoln County line to the Wyoming-Utah border; thence south along the Wyoming-Utah border to U.S. Highway 89; thence southeasterly along U.S. 89 to its junction with Interstate 80 at Evanston; thence easterly along Interstate 80 to the range line between Rs. 117 and 118 W.; thence south along said range line to the southwest corner of sec. 19, T. 15 N., R. 117 W.; thence east to the northeast corner of sec. 29, T. 15 N., R. 117 W.; thence south to the southeast corner of sec. 8, T. 14 N., R. 117 W.; thence east to the range line between Rs. 116 and 117 W.; thence south along said range line to the Wasatch National Forest Boundary; thence east and south along the Wasatch and Ashley National Forest Boundary to its intersection with the Wyoming-Utah border in T. 12 N., R. 114 W.; thence east

along the Wyoming-Utah border to the Uinta-Sweetwater County line; thence north along the Uinta-Sweetwater County line to the point of beginning.

Also the following described area:

All public lands within T. 12 N., R. 117 W.

LINCOLN COUNTY WYO.

All public lands within the following described area, except those lands within Planning Unit 0474, as said planning unit is delineated upon the maps previously referred to:

Beginning at the junction of the Lincoln-Uinta-Sweetwater County lines; thence north along the Lincoln-Sweetwater County line to the Lincoln-Sublette County line; thence west along the Lincoln-Sublette County line to the Green River; thence southerly down the Green River to the township line between Tps. 24 and 25 N.; thence west along said township line to the range line between Rs. 115 and 116 W., in T. 25 N.; thence north along said range line to the Bridger National Forest Boundary; thence west and north along the Bridger National Forest Boundary to its intersection with the Wyoming-Idaho border in T. 28 N., R. 120 W.; thence south along the Wyoming-Idaho and Wyoming-Utah borders to the Lincoln-Uinta County line; thence east along the Lincoln-Uinta County line to the point of beginning.

The total area of the public lands included within the purview of this notice of classification aggregates approximately 1,300,356 acres.

4. As provided in paragraph 1 above, the following lands are further segregated from appropriation under the mining laws (aggregating approximately 23,113 acres):

UINTA COUNTY, WYO.

T. 12 N., R. 117 W.,
Secs. 10, 14, and 22.
T. 17 N., R. 119 W.,
Sec. 20, SW¼SW¼.

LINCOLN COUNTY, WYO.

T. 23 N., R. 116 W.,
Sec. 10, SW¼SE¼;
Sec. 15, lot 2.
T. 21 N., R. 117 W.,
Sec. 4, lot 8, SW¼NW¼, and NW¼SW¼;
Secs. 5 and 6;
Sec. 17, W½;
Sec. 18, lots 6, 7, and 8, SE¼NW¼;
Sec. 19, lots 5, 6, 7, and 8, E½W½, W½E½, E½NE¼, and NE¼SE¼;
Sec. 20, N½NW¼, SW¼NW¼, and NW¼SW¼;
Sec. 30, lots 5, 6, 7, and 8, E½W½;
Sec. 31, lots 5, 6, 7, and 8, W½NE¼, and E½W½.
T. 22 N., R. 117 W.,
Sec. 19, lots 14, 15, and 16;
Sec. 29, SW¼SW¼;
Sec. 30, lots 5 to 16, inclusive, S½SE¼;
Sec. 31, lots 5 to 16, inclusive, NE¼, N½SE¼, and SW¼SE¼;
Sec. 32, W½NW¼.
T. 23 N., R. 117 W.,
Sec. 31, N½NE¼NE¼.
T. 25 N., R. 117 W.,
Sec. 7, S½;
Secs. 18 and 19;
Sec. 30, lots 5, 6, 7, and 8, NE¼, and E½W½;
Sec. 31, lots 5, 6, 7, and 8, E½W½.
T. 21 N., R. 118 W.,
Sec. 1, lots 5 and 6, S½NE¼ and SE¼;
Sec. 13, SE¼SW¼ and SE¼;
Sec. 23, SE¼SW¼ and SE¼;
Secs. 24 to 27, inclusive;
Sec. 28, NE¼, NW¼NW¼, S½NW¼, and S½;
Sec. 29, SE¼NE¼ and E½SE¼;
Sec. 34, NE¼, N½NW¼, SE¼NW¼, and N½SE¼;
Sec. 35, N½ and N½S½.
T. 22 N., R. 118 W.,
Sec. 11, SE¼;
Sec. 13, SW¼NW¼, NW¼SW¼, and S½S½;
Sec. 14, NE¼, S½NW¼, and S½;
Sec. 15, S½N½ and S½;
Sec. 23, N½ and E½SE¼;
Secs. 24 and 25;
Sec. 26, E½E½.
T. 23 N., R. 118 W.,
Sec. 26, SE¼SE¼.
T. 24 N., R. 118 W.,
Sec. 4, lot 8.
T. 25 N., R. 118 W.,
Sec. 13;
Sec. 19, lot 38;
Sec. 20, lot 33;
Secs. 23 and 24;
Sec. 25, lots 1, 2, 3, and 4, N½ and N½S½;
Sec. 26;
Sec. 31, lots 11, 12, 21, and 22;
Sec. 35, lots 2, 3, 6, and 7, W½ and W½E½;
Sec. 36, lots 1, 10, 11, 20, 21, 22, and 23.
T. 26 N., R. 119 W.,
Sec. 4, N½NW¼;
Sec. 5, NW¼.
T. 27 N., R. 119 W.,
Sec. 33, SW¼.
T. 28 N., R. 119 W.,
Sec. 19, SW¼NW¼;
Sec. 26, S½NW¼.
T. 28 N., R. 120 W.,
Sec. 24, SE¼NE¼.

5. The record showing testimony made by members of the public attending the hearings is on file and can be examined in the Rock Springs District Office, Rock Springs, Wyo., and the Land Office, Bureau of Land Management, Federal Building, Cheyenne, Wyo.

6. For a period of 30 days from the date of publication of this notice in the FEDERAL REGISTER, this classification shall be subject to the exercise of administrative review and modification by the Secretary of the Interior as provided for in 43 CFR 2411.2c.

ED PIERSON,
State Director

[F.R. Doc. 67-13171; Filed, Nov. 7, 1967; 8:45 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

FOOD AND DRUG RESEARCH LABORATORIES, INC.

Notice of Withdrawal of Petition for Food Additives

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (sec. 409(b), 72 Stat. 1786; 21 U.S.C. 348(b)), the following notice is issued:

In accordance with § 121.52 *Withdrawal of petitions without prejudice* of the procedural food additive regulations (21 CFR 121.52), Food and Drug Research Laboratories, Inc., Maurice Avenue at 58th Street, Maspeth, N.Y. 11378, has withdrawn its petition (FAP 8A2203), notice of which was published in the FEDERAL REGISTER of August 17, 1967 (32 F.R. 11896), proposing an amendment to § 121.1164 *Synthetic flavoring substances and adjuvants* to provide for the safe use of 1-hydroxy-2-butanone, trimethylamine, and 4-thujanol as synthetic flavoring substances in food.

Dated: October 31, 1967.

J. K. KIRK,
Associate Commissioner for Compliance.

[F.R. Doc. 67-13207; Filed, Nov. 7, 1967; 8:48 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-89, etc.]

GULF GENERAL ATOMIC, INC., AND GENERAL DYNAMICS CORP.

Notice of Amendments for Transfer of Facility Licenses

Docket Nos. 50-89, 50-163, 50-227, 50-234, 50-235, 50-240 and 50-253.

The Atomic Energy Commission has issued amendments, in the form set forth below, to Facility Licenses R-38, R-67, R-99, R-100, R-104, R-105, and CX-23 to transfer the said licenses to Gulf General Atomic, Inc. The amendments are effective as of October 31, 1967, or at such subsequent time as the transfer takes place. The licenses were previously issued to General Dynamics Corp. and authorized possession, use and operation of six of the facilities and possession, but not operation, of one facility on the corporation's Torrey Pines Mesa site in San Diego, Calif.

By application dated October 24, 1967, Gulf Oil Corp. advised of its intent to purchase the assets and business of the General Atomic Division of General Dynamics and requested transfer of Facility Licenses R-38, R-67, R-99, R-100, R-104, R-105, and CX-23 to Gulf General Atomic, Inc., a wholly owned subsidiary of Gulf Oil Corp. General Dynamics Corp. notified the Commission of its consent to the transfer in a letter dated October 26, 1967. Gulf General Atomic, Inc., will have the same operating staff which was responsible for the facilities while owned by General Dynamics Corp. Consequently, the technical qualifications of the applicant are not altered by the transfer; therefore, no safety considerations not previously evaluated are involved.

The Commission has found that the proposed transfer of the licenses to Gulf General Atomic, Inc., is in accordance with the provisions of the Atomic Energy Act of 1954, as amended, and has consented thereto, pursuant to the provisions of 10 CFR 50.80.

Accordingly, the amendments to the licenses transfer the authority to possess,

use and operate the facilities covered by Facility License Nos. R–38, R–67, R–99, R–100, R–104, and R–105, and to possess, but not to operate, the facility covered by License No. CX–23 from General Dynamics Corp. to Gulf General Atomic, Inc. There are no changes to the facilities or in the uses which will be made of the facilities.

Within 15 days from the date of publication of this notice in the FEDERAL REGISTER, the licensee 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 provisions of the Commission's rules of practice, 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 transfer, see Gulf's application for transfer dated October 24, 1967, and supplement thereto dated October 28, 1967, and General Dynamics Corp.'s consent to the transfer dated October 26, 1967, which are available for public inspection at the Commission's Public Document Room, 1717 H Street NW., Washington, D.C.

Dated at Bethesda, Md., this 31st day of October 1967.

For the Atomic Energy Commission.

DONALD J. SKOVHOLT,
Assistant Director for Reactor Operations, Division of Reactor Licensing.

AMENDMENTS FOR TRANSFER OF FACILITY LICENSES FROM GENERAL DYNAMICS CORP. TO GULF GENERAL ATOMIC, INC.

Amdt. 15, License R–38 (TRIGA Mark I).
Amdt. 20, License R–67 (TRIGA Mark F).
Amdt. 1, License R–100 (TRIGA Mark III).
Amdt. 2, License CX–23 (ECF).
Amdt. 1, License R–99 (APPA II).
Amdt. 1, License R–104 (Modified HTGR Critical).
Amdt. 2, License R–105 (APPA III).

The Atomic Energy Commission ("the Commission") has found in accordance with the provisions of the regulations in Parts 2 and 50, particularly § 50.80, that:

a. The application for transfer of the licenses specified above dated October 24, 1967, and the supplement thereto dated October 28, 1967, comply with the requirements of the Atomic Energy Act of 1954, as amended, and the Commission's regulations set forth in Title 10, Ch. 1, CFR;

b. Gulf General Atomic, Inc., is qualified to be holder of the licenses;

c. The transfer of the licenses is otherwise consistent with applicable provisions of law, regulations, and orders issued by the Commission pursuant thereto;

d. Gulf General Atomic, Inc., is technically and financially qualified to possess and operate the facilities and to engage in the proposed activities authorized by these licenses in accordance with the Commission's regulations;

e. The transfer of these licenses from General Dynamics Corp. to Gulf General Atomic, Inc., will not be inimical to the common defense and security or to the health and safety of the public;

f. Gulf General Atomic, Inc., has furnished proof of financial protection which satisfies the requirements of Commission regulations currently in effect, and will execute an indemnity agreement as required by section 170 of the Act and 10 CFR Part 140; and

g. Prior public notice of proposed issuance of these amendments is not required since the amendments do not involve significant hazard considerations different from those previously evaluated.

Accordingly, Facility License Nos. R–38, R–67, R–99, R–100, R–104, R–105, and CX–23, previously issued to General Dynamics Corp., are hereby amended by transferring the authority conferred therein from General Dynamics Corp. to Gulf General Atomic, Inc., and by deleting the name "General Dynamics Corp." and replacing it with the name "Gulf General Atomic, Inc.," wherever appearing in the licenses and amendments thereto.

These amendments are effective as of October 31, 1967, or at such subsequent time as the transfer of General Atomic Division of General Dynamics Corp. to Gulf General Atomic, Inc., takes place. The Commission shall be notified at such time as the transfer is effectuated.

Date of issuance: October 31, 1967.

For the Atomic Energy Commission.

DONALD J. SKOVHOLT,
Assistant Director for Reactor Operations, Division of Reactor Licensing.

[F.R. Doc. 67–13164; Filed, Nov. 7, 1967; 8:45 a.m.]

AUTOMOTIVE AGREEMENT ADJUSTMENT ASSISTANCE BOARD

[APTA No. 7–012]

ROCKWELL-STANDARD CORP., MISHAWAKA, IND.

Petition for Determination of Eligibility To Apply for Adjustment Assistance by Certain Workers; Summary of Final Determinations

Determinations of the Board. Pursuant to the Automotive Products Trade Act of 1965 (P.L. 89–283; 79 Stat. 1016), the Automotive Agreement Adjustment Assistance Board determines that:

1. Dislocation of workers of the Bumper Division, Mishawaka, Ind., has occurred.

2. U.S. production of the automotive product concerned—bumpers—has decreased appreciably and U.S. imports from Canada of the automotive product concerned have increased appreciably.

3. The operation of the United States-Canadian Automotive Products Agreement has not been the primary factor in causing the dislocation.

Background. A petition for determination of eligibility to apply for adjustment assistance under the Automotive Products Trade Act of 1965 was filed with the Automotive Agreement Adjustment Assistance Board on August 23, 1967, by the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (U.A.W.) and its Local 586, on behalf of a group of workers at the Bumper Division of Rockwell-Standard Corp. in Mishawaka. The petition stated that on June 26, 1967, Rockwell-Standard Corp. advised the U.A.W. and the plant employees that it would discontinue operations at the Mishawaka plant on or before July 31, 1967, with some 554 employees to be affected by permanent layoffs. The petition alleged that since the company indicated that 12 percent of the Mishawaka annual volume would thereafter be produced at the Houdaille Industries plant in Oshawa, Ontario, 12 percent of the 554 affected workers, or 66 workers, would be dislocated by the operation of the United States-Canadian Automotive Products Trade Agreement.

On August 28, 1967, the Board requested the U.S. Tariff Commission to investigate and report on the facts relating to this petition (32 F.R. 12702, Sept. 1, 1967). Neither the petitioners nor any other party requested a hearing and none was held.

The Commission submitted its report on October 17, 1967 (APTA–W–18), and stated that only certain sections of the report could be made public since much of the information contained therein was received in confidence (32 F.R. 14676, Oct. 21, 1967).

The Board obtained advice from the Departments of the Treasury, Commerce, Labor, and the Small Business Administration pursuant to section 302(f)(1) of the Act.

Mishawaka Bumper Division. The Mishawaka Bumper Division produced bumpers for use as original equipment in the manufacture of motor vehicles by the Chrysler Corp. Rockwell-Standard management stated that the Mishawaka plant showed a loss in each of the 11 years the plant was in operation. On June 26, 1967, the company sent a letter to all employees and to the U.A.W. informing them that the plant would terminate operations after the close of business on July 31, 1967. In a statement to the Tariff Commission the company said:

"The United States Canadian Auto Agreement had absolutely no bearing on the decision to discontinue the production of bumpers at our Mishawaka, Indiana plant; the Mishawaka plant has not been an efficient producer."

Rockwell-Standard absorbed a small portion of the Mishawaka output at its Newton Falls, Ohio, plant, which fully utilized its available capacity. The Chrysler Corp., therefore, transferred the remainder of its model year 1968 orders to another firm, Houdaille Industries. Houdaille scheduled the majority of this production at its Huntington, W. Va., plant and allocated a small percentage to its plant in Oshawa, Canada.

Conclusions and determinations—automotive product. The Board concludes that the petitioners were employed in a plant of Rockwell-Standard Corp., manufacturing an automotive product as defined by the Act: Automotive components (bumpers) to be used as original equipment.

Dislocation. Dislocation in the case of a group of workers means actual or threatened unemployment or underemployment of a significant number or

proportion of the workers of a firm or an appropriate subdivision thereof.

Approximately 550 employees were permanently laid off as a consequence of the closing of the Mishawaka plant on July 28, 1967. This was the entire work force at Mishawaka.

The Board determines that the entire Mishawaka Bumper Division is the appropriate subdivision of Rockwell-Standard Corp., and that a significant number or proportion of the workers thereof have been dislocated (sec. 302(b)(1), APTA; sec. 501.2(i)(2), Board Regulations).

Role of the operation of the agreement. Under section 302(c) of the Act, if there is an appreciable decrease in U.S. production and an appreciable increase in imports from Canada, or an appreciable decrease in exports to Canada, of the automotive product concerned (sec. 302(b), APTA), the appropriate group of workers must be certified as eligible to apply for adjustment assistance unless the Board determines that the operation of the Agreement has not been the primary factor in causing or threatening to cause the dislocation.

The Tariff Commission obtained data covering U.S. bumper production and trade with Canada. In the 4-month period, March–June 1967, U.S. production was appreciably lower than production during the corresponding months in 1964. Likewise, the data on U.S. imports of bumpers from Canada show an appreciable increase in March–June 1967 over the same period in 1964.

The Board, therefore, determines that the economic criteria in section 302(b) of the Act are met.

Conclusions. The Board finds that Rockwell-Standard decided to close the Mishawaka plant because it was not a profitable operation.

The Board notes that none of the Mishawaka plant production was transferred by Rockwell-Standard to Canada. Houdaille Industries, a firm not connected with the Rockwell-Standard Corp., obtained most of the unfilled bumper orders originally placed with the Mishawaka plant. Houdaille Industries made the decision to allocate a small portion of this new business to its Oshawa, Ontario, plant.

The Board finds no evidence that any layoffs at Mishawaka were caused by the Houdaille Industries action.

The Board concludes that the operation of the United States-Canadian Automotive Products Agreement has not been the primary factor in causing or threatening to cause the dislocation of the workers at the Mishawaka plant.

(Section 302, Automotive Products Trade Act of 1965, 79 Stat. 1018, Executive Order 11254, 30 F.R. 13569, the Automotive Agreement Adjustment Assistance Board Regulations, 48 CFR, Part 501; 31 F.R. 827; and Board Order No. 1, 31 F.R. 853)

Dated: November 1, 1967.

AUTOMOTIVE AGREEMENT ADJUSTMENT ASSISTANCE BOARD,
EDGAR I. EATON,
Executive Secretary.

[F.R. Doc. 67-13172; Filed, Nov. 7, 1967; 8:45 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 19207 etc.; Order E-25918]

CONTINENTAL AIR LINES, INC.

Order of Investigation and Suspension

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 2d day of November 1967.

Docket No. 19207; Docket Nos. 18944, 18950, 18953, 18975, 19082, 19138, 19142, 19145.

By tariff[1] filed September 22, 1967, marked to become effective November 6, 1967, Continental Air Lines, Inc. (Continental), proposes to establish 10–90-day circle trip and open jaw excursion fares applicable to jet first-class, jet coach, and jet economy services. The fares would apply to family groups of two or more, individual men 65 years old and over, and individual women age 62 and over. Children 2 through 21 years old would qualify as family members.

The proposed fares would apply between Monday noon and Friday noon, and from midnight Friday to noon Sunday. Discover America fares and family fares also apply during these same periods of the week. Also similar to the Discover America fares, Continental's proposed excursion fares would not apply on various specified dates during holiday periods, 28 days in all. Additional conditions of travel require that a minimum of four flights and a minimum of three stopovers of at least 48 hours each be via Continental, and that the portion of any open jaw trip not traveled under the proposed vacation excursion fares must be traveled via another scheduled air carrier.

The fares for vacation excursion travel are established by rule as a percentage of the applicable jet first-class, jet coach, and jet economy fares. Fares for adults, members of family groups and also individual male travelers age 65 and over, and female travelers age 62 and over, would be 70 percent of the applicable regular fares, when the trip consists of four segments of travel, and 65 percent of regular fares, when the trip consists of five or more segments. Children's fares would be 25 percent of the applicable regular fares for all segments of travel; however, children's fares would apply only after two adult fares have been purchased by the group. If only one parent is in the family group, the first child would pay adult fares. A segment is defined as that portion of travel (1) from the point of origin to the first point of stopover, (2) between two stopover points, and (3) from the last point of stopover to the final destination. The fares are constructed by applying the applicable percentages to the combinations of local fares between stopover points.

The proposal is marked to expire with December 31, 1968.

The proposed fares reflect discounts for the family group that range from 30 percent to over 50 percent of the regular fares, depending upon the size of the family and the number of segments traveled. In comparison to the present family fares applicable to regular service, the proposed fares for coach service are from about 16 percent to 23 percent lower than present coach family fares. The proposed fares per mile for the entire family group will vary considerably, again depending upon the size of the family. Continental has estimated that the overall yield of family groups will be about 4.50 cents per mile.

Eastern Air Lines, Inc. (Eastern), National Airlines, Inc. (National), United Air Lines, Inc. (United), and the National Trailways Bus System, Inc., and its 46 Independent Member Carriers (Trailways), have filed complaints requesting investigation and suspension of the proposed vacation excursion fares. The complainants allege that the tariff would result in fares which are unjust, unreasonable, prejudicial, and discriminatory; that the tariff would present the traveling public, travel agents, and airline ticketing employees with a promotional fare of such complexity as to be unduly burdensome; and that the broad fare experimentation which the Board has encouraged in recent years should be subject to some limitations, particularly since the multiplicity of complex fares has now reached a significant number.

The complainants also allege that the proposed tariff would have the curious anomaly of offering a discount for stopovers, when historically the added handling and reservations costs inherent in stopover traffic have been reflected by assessing a stopover charge; that the cost increases which will stem from the proposal far outweigh any possible generative effect the tariff may have; and that the tariff is unreasonable as it does not satisfy the profit impact test. In addition, Trailways contends that the family group requirement is unjustly discriminatory, and that although the Board has permitted family fares for many years, that error should not be compounded by approving the instant proposal.

As for the reduced fares for men over 65 years of age and women over 62 years of age, the complainants strongly contend that such fares are preferential and unjustly discriminatory, that to permit age to be the sole basis for availability of the excursion fares would be inconsistent with the recent opinion on promotional fares of the Fifth Circuit Court of Appeals, dated July 24, 1967; and that failure to suspend and investigate this tariff would be inconsistent with recent orders of the Board which suspended and ordered an investigation of individual senior citizen fares filed by Trans Caribbean Airways, Inc., and Ozark Air Lines, Inc.[2]

In support of its proposal and in answer to the complaints, Continental asserts that the proposed fares are designed to appeal to a large segment of the American public who have the time,

[1] Airline Tariff Publishers, Inc., Agent, Local and Joint Passenger Fares Tariff CAB No. 101, Rule 23.

[2] Orders E-23669, May 12, 1966, and E-21973, Mar. 31, 1965.

the means, and the desire to take vacation trips by air, but who up to now have not done so in any significant amount; that the proposal embodies a combination of a substantial traffic generating potential with a minimal dilutionary effect on existing traffic; and that based on a conservative estimate of additional revenues, a reasonable estimate of traffic dilution, and additional costs occasioned by the extra traffic, Continental would expect to realize a minimum increase in operating income of $1,643,000 from its first year's sales of the proposed vacation excursion fares. In rebuttal to the allegations of the complainants that the proposal is overly complex, Continental contends that the proposed fares are no more complex than existing promotional fares; that its program is experimental; and that its vacation excursion fares are designed to promote certain special and circumscribed travel interests of family groups and senior citizens.

Upon consideration of the tariff filing, complaints, answers, and other matters of record, the Board concludes that the proposed filing, insofar as it applies to the family groups, should not be suspended or investigated; but that the portion of the filing applicable to senior citizens should be suspended in accordance with previous actions of the Board.

The complainant's contentions that these fares, as applicable to the family groups, will not cover costs, are not supported by economic data. We find no evidence supporting the allegations that these fares are uneconomic and must meet the fully allocated costs of the service. These experimental fares, designed to produce an average yield of 4.5 cents per passenger mile, will utilize the unused capacity that is available on existing flights of Continental, and are intended to promote vacation travel, and to fill seats that would otherwise go empty. Therefore, since they appear amply adequate to cover incremental costs and make a substantial contribution to overhead, the Board does not find these experimental fares to be uneconomic.

At the present time, the Board is not aware of any basis supporting the suspension of the family feature of Continental's proposal. Reduced family fares have been used for several years throughout the airline industry and have become an integral part of the airline fare structure. The proposal is very similar in nature to existing family fares, and although the fare discounts are somewhat larger, the minimum travel time requirement of 10 days and the three or more stopovers of at least 48 hours required by the tariff are sufficiently restrictive to distinguish these experimental fares from other fares presently in effect. With regard to the request for investigation, Trailways has filed a general complaint in Docket 19047 requesting investigation of the various family fare offerings of the domestic airline industry. The Board views the instant family fare tariff as being within the scope of the complaint in Docket 19047 and will consider whether to investigate the family fare features of this tariff at the time a decision is made regarding investigation of the various other domestic family fare plans.

Insofar as the proposed tariff rule applies to individual men 65 years of age and over, and individual women age 62 and over, the Board has concluded that such tariff provision raises substantial questions of unjust discrimination, preference, and prejudice, and that it should be investigated and its operations suspended pending investigation.

Accordingly, pursuant to the Federal Aviation Act of 1958, and particularly sections 204(a), 404, and 1002 thereof,

It is ordered, That:

1. An investigation is instituted to determine whether the fares and provisions in Rule 23(A)(1), (b), and (c) on 6th and 7th revised pages 35 and Rule 23(C)(2) on 6th and 7th revised pages 36 of tariff CAB No. 101 issued by Airline Tariff Publishers, Inc., Agent, and rules, regulations, and practices affecting such fares and provisions, are or will be unjust or unreasonable, unjustly discriminatory, unduly preferential, unduly prejudicial, or otherwise unlawful, and if found to be unlawful, to determine and prescribe the lawful fares and provisions, and rules, regulations, or practices affecting such fares and provisions;

2. Pending hearing and decision by the Board, the fares and provisions in Rule 23(A)(1), (b), and (c) on 6th and 7th revised pages 35 and Rule 23(C)(2) on 6th and 7th revised pages 36 of tariff CAB No. 101 issued by Airline Tariff Publishers, Inc., Agent, are suspended and their use deferred to and including February 3, 1968, unless otherwise ordered by the Board, and that no changes be made therein during the period of suspension except by order or special permission of the Board;

3. The proceeding ordered herein be assigned for hearing before an Examiner of the Board at a time and place hereafter to be designated;

4. Except to the extent granted herein, the complaints of Eastern Air Lines, Inc., in Dockets 18953 and 19142, National Airlines, Inc., in Dockets 18944 and 19138, National Trailways Bus System in Dockets 18975 and 19082, and United Air Lines, Inc., in Dockets 18950 and 19145 be dismissed;

5. To the extent granted herein, the complaints of Eastern Air Lines, Inc., in Dockets 18953 and 19142, National Airlines, Inc., in Dockets 18944 and 19138, National Trailways Bus System in Dockets 18975 and 19082, and United Air Lines, Inc., in Dockets 18950 and 19145 be consolidated in this docket; and

6. Copies of this order be filed with the aforesaid tariff and be served upon American Airlines, Inc., Continental Air Lines, Inc., Eastern Air Lines, Inc., National Airlines, Inc., National Trailways Bus System, Trans World Airlines, Inc., and United Air Lines, Inc., which are hereby made parties to this proceeding.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HAROLD R. SANDERSON, *Secretary.*

[F.R. Doc. 67-13202; Filed, Nov. 7, 1967; 8:48 a.m.]

[Docket No. 19201; Order E-25913]

SERVICE TO WHITE PLAINS, N.Y.

Order Instituting Investigation of Service

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 2d day of November 1967.

The Board is hereby instituting an investigation to determine whether the public convenience and necessity require additional service on a nonsubsidy basis between Chicago, Ill., Cincinnati and Cleveland, Ohio, Pittsburgh, Pa., and St. Louis, Mo., on the one hand, and New York City, N.Y., on the other (to be served through the Westchester County Airport at White Plains, N.Y.)[1] The principal necessity for this investigation arises from congested conditions at the three major New York air terminals, John F. Kennedy International, La Guardia, and Newark Airports. Accordingly, the investigation will explore the possibility of improving the quality of service to the New York area by authorizing additional service between five major midwest points and Westchester County Airport with a view to attracting to Westchester some of the existing traffic now moving through Kennedy, La Guardia, and Newark and thereby relieving some of the congestion at those airports.[2]

By most standards the present three major New York airports are now or will in the future be taxed to the utmost in three respects; namely, operations in excess of capacity, overcrowding in the terminals, and difficulty of airport access. For example, under one method of measurement, the delays at Kennedy during typical peak hours range from an average of over 15 minutes to over 50 minutes per operation, and in some cases individual flights are delayed far in excess of these times. Under the same method of measurement, operational delays at La Guardia and Newark already range between an average of over 4 minutes to over 15 minutes per operation during typical peak hours. Beyond this, most forecasts for the immediate future show that these operational delays will be increasing at all three airports. For the traveling public these delays are, in turn, compounded by the difficulties encountered in traveling to the airport and by the fact that once the airport has been reached, overcrowded terminals provide a further barrier to convenient air travel. Waiting rooms are jammed, substantial delays are encountered at ticket counters and in baggage claim areas, and gate facilities are overcrowded.

[1] All authority granted will be on separate segments.

[2] Chicago, Cincinnati, Cleveland, Pittsburgh, and St. Louis all have service to and from New York City through Kennedy, La Guardia, and Newark.

By any standard all of these problems associated with airport congestion are highly undesirable. Operational delays cost the airlines and traveling public millions of dollars annually. And, although impossible to measure, the intangible losses for both the public and the airlines cannot but be significant.

In part, the cause of these problems is the tremendous numbers of passengers which now must move through only three New York airports. For fiscal year 1966, over 6.8 million passengers enplaned at Kennedy; over 2.8 million at La Guardia, and over 2.5 million at Newark. Approximately an equal number of passengers deplaned at these points and these figures grow significantly each year.

One approach to improving the quality of service to suburban New York and to relieving the three major New York airports of some of their problems would be to attract some of the passengers presently using the three major airports to another nearby airport. The Westchester County Airport provides a logical alternative. Westchester County is a prosperous, densely populated suburban area just north of New York City. The principal Westchested suburban communities, Mount Vernon, New Rochelle, Yonkers, and White Plains, are capable of generating considerable traffic, all of which is now moving over crowded roadways to the congested terminals. In addition, the large amount of business activity which has grown up in Westchester County attracts a substantial number of air travelers who must now use the New York terminals. The Westchester County Airport has a runway over 6,500 feet in length capable of serving aircraft hops over 400 miles in length. Accordingly, we have instituted this investigation to determine whether the public convenience and necessity require additional service on a nonsubsidy basis between Pittsburgh, Chicago, Cincinnati, Cleveland, and St. Louis, on the one hand, and White Plains, N.Y., on the other hand.

We have selected these particular markets for inclusion in this case on the basis of a variety of criteria. First, only a limited number of markets were selected in order to keep the proceeding within reasonable and manageable proportions. For this same reason, the markets selected were concentrated in one geographical area. Second, each of the markets selected is a high-density market which experienced at least 250,000 local and connecting passengers in and out of New York in 1966. Evidence presented by Westchester County in the Allegheny Airlines, Inc., Segment 8 Renewal and Route Realignment Investigation, Docket 16474 et al., indicates that there is a demand for service between Westchester County and each of the cities selected. The introduction of an attractive alternative service to Westchester, in high-density markets, maximizes the opportunity for helping relieve the New York airports of congestion.[2] Markets over 1,000 miles in length are excluded since present runway lengths at Westchester would not make operations in such markets feasible. Lastly, each of the markets selected is large enough so that it is more likely to be profitable than the markets excluded, and the markets included also permit a greater variety of aircraft types to be used given the present runway length at Westchester.

In addition to the question of relieving airport congestion, the proceeding should also focus on the questions of carrier selection and diversion from the exisiting carriers. Finally, any awards made in this proceeding will be for separate segments and on a subsidy ineligible basis.

Accordingly, it is ordered, That:

1. An investigation designated Service to White Plains, N.Y., be and it hereby is instituted in Docket 19201, pursuant to sections 204(a) and 401 of the Federal Aviation Act of 1958, as amended, to determine whether the public convenience and necessity require, and the Board should order the authorization of additional air service over the following new segments:

a. Chicago, Ill., to White Plains, N.Y.;
b. Cincinnati, Ohio to White Plains, N.Y.;
c. Cleveland, Ohio to White Plains, N.Y.;
d. Pittsburgh, Pa., to White Plains, N.Y.; and
e. St. Louis, Mo., to White Plains, N.Y.

2. Any authority awarded in this proceeding shall be on a subsidy ineligible basis and shall be in the form of a separate segment or segments; and

3. Applications, motions to consolidate, and motions or petitions seeking modification or reconsideration of this order shall be filed no later than 20 days from the date of service of this order, and answers to such pleadings shall be filed no later that 10 days thereafter.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] HAROLD R. SANDERSON,
Secretary.

[F.R. Doc. 67-13204; Filed, Nov. 7, 1967; 8:48 a.m.]

[Docket No. 19133]

SABER AIR FREIGHT, INC.

Notice of Proposed Approval of Control Relationships

Notice is hereby given, pursuant to the statutory requirements of section 408(b) of the Federal Aviation Act of 1958, as amended, that the undersigned intends to issue the attached order under delegated authority. Interested persons are hereby afforded a period of 15 days from the date of service within which to file comments or request a hearing with respect to the action proposed in the order.

Dated at Washington, D.C., November 3, 1967.

[SEAL] A. M. ANDREWS,
Director,
Bureau of Operating Rights.

ORDER APPROVING CONTROL RELATIONSHIPS

Issued under delegated authority.

Application of Saber Air Freight, Inc., Bernard Reznick, Gerald L. Murphy, for approval of control and interlocking relationships pursuant to sections 408 and 409 of the Federal Aviation Act of 1958.

By joint application filed October 18, 1967, Saber Air Freight, Inc. (Saber), and Bernard Reznick request approval pursuant to section 408 of the Federal Aviation Act of 1958, as amended (the Act), of the ownership by Reznick of 100 percent of the stock of Saber, an applicant for domestic and international air freight forwarder authority and of Universal Mail Delivery, Inc., a common carrier by truck within the state of California.[1]

Approval is also requested, pursuant to section 409 of the Act, of the following interlocking relationships:

Saber	*Universal*
Bernard Reznick, president-director.	Owner.
Gerald L. Murphy, vice president, treasurer, secretary, director.	General manager.

Applicants state that approval of the relationships will increase rather than restrain competition in the air freight forwarder industry; that it will not tend to create a monopoly and that there are no inherent conflicts between the proposed operations of Saber and the operations of Universal or Sav-On.

No comments relative to the application or request for a hearing have been received.

Notice of intent to dispose of the application without a hearing has been published in the FEDERAL REGISTER and a copy of such notice has been furnished by the Board to the Attorney General not later than 1 day following such publication, both in accordance with the requirements of section 408(b) of the Act.

Upon consideration of the foregoing, it is concluded that, for the purpose of this proceeding, Saber is an air carrier, that Universal is a common carrier, both within the meaning of section 408(a) of the Act, and that the common control of both companies by Reznick is subject to that section. However, it has been further concluded that such control relationships do not affect a carrier directly engaged in the operation of aircraft in air transportation, do not result in creating a monopoly and do not restrain competition. Furthermore, no person disclosing a substantial interest in the proceeding is currently requesting a hearing, and it is found that the public interest does not require a hearing. The control relationships are similar to others which have been approved by the Board and essentially do not present any new substantive issues.[2] It therefore appears that approval of the control relationships would not be inconsistent with the public interest.

We also find that interlocking relationships within the scope of section 409(a) of the Act will result from the holding by the individual applicants of the positions described herein. However, we have concluded that such relationships come within the scope of the exemption from the provisions of section 409 afforded by section 287.2 of the

[1] None of these markets has single-plane service to the Westchester Airport at this time.

[1] Reznick also owns 100 percent of the stock of Sav-On Freight Distributing Agency (Sav-On), a sole proprietorship which acts as agent for shippers for the break-bulk and distribution of freight in various western cities. The activities of this company do not appear to fall within the scope of section 408 or 409 of the Act.

[2] Trans-Pacific Air Cargo et al., Docket 16029, Order E-22158, May 13, 1965.

Board's Economic Regulations. Thus, to the extent that the application requests approval of such relationships, it will be dismissed.

Pursuant to authority duly delegated by the Board in the Board's regulations, 14 CFR 385.13 and 385.3, it is found that the foregoing control relationships should be approved under section 408(b) of the Act, without hearing, and that the application, to the extent that it requests approval of the aforementioned interlocking relationships should be dismissed.

Accordingly, it is ordered:

1. That the common control of Saber and Universal by Bernard Reznick be and it hereby is approved; and

2. That, to the extent that approval of interlocking relationships is sought under section 409 of the Act, the application be and it hereby is dismissed.

Persons entitled to petition the Board for review of this order pursuant to the Board's regulations, 14 CFR 385.50, may file such petitions within 5 days after the date of service of this order.

This order shall be effective and become the action of the Civil Aeronautics Board upon expiration of the above period unless within such period a petition for review thereof is filed, or the Board gives notice that it will review this order on its own motion.

[SEAL] HAROLD R. SANDERSON,
Secretary.

[F.R. Doc. 67-13203; Filed, Nov. 7, 1967; 8:48 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket Nos. 17178-17180; FCC 67M-1864]

LAWRENCE COUNTY BROADCASTING CORP. ET AL.

Order Continuing Hearing

In re applications of Lawrence County Broadcasting Corp., New Castle, Pa., Docket No. 17178, File No. BP-16602; Brownsville Radio, Inc., Brownsville, Pa., Docket No. 17179, File No. BP-16648; Shawnee Broadcasting Co., Aliquippa, Pa., Docket No. 17180, File No. BP-16880; for construction permits.

The Hearing Examiner having under consideration a letter dated November 1, 1967 by counsel for the above-named applicants, requesting an extension of the scheduled dates for proceedings in the above-entitled matter;

It appearing, that on June 12, 1967, the applicants filed a joint request for approval of agreement looking toward removal of the conflict in this proceeding; and

It further appearing, that on August 4, and September 25, 1967, it was necessary to file supplemental material and as a result thereof the Review Board has not as yet been able to act on the aforementioned joint request; and

It further appearing, that pending Review Board action on such request, all proceedings should be held in abeyance;

It is ordered, That the above-mentioned letter request is granted, and that the presently scheduled procedural dates, including the hearing date of November 21, 1967, be, and the same are, hereby continued to dates to be set by subsequent order after Review Board action on the aforementioned joint request for approval of agreement.

Issued: November 2, 1967.

Released: November 3, 1967.

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

[F.R. Doc. 67-13211; Filed, Nov. 7, 1967; 8:49 a.m.]

[Docket No. 17721; FCC 67M-1866]

MEREDITH-AVCO, INC. ET AL.

Order Continuing Hearing

In re Meredith-Avco, Inc., Alexander City, Ozark, and Talladega, Ala.; El Dorado and Magnolia, Ark.; Cocoa-Rockledge and Merritt Island, Fla.; Mayfield, Madisonville-Earlington, and Murray, Ky.; Brookhaven, Miss.; and Harriman and Rockwood, Tenn., request for waiver of section 74.1103 of the Commission's rules; and Hirsch Broadcasting Co., Cape Girardeau, Mo.; Paducah Newspapers, Inc., Paducah, Ky.; requests for issuance of orders to show cause and cease and desist, directed against Meredith-Avco, Inc., owner and operator of a CATV system at Mayfield, Ky.; Docket No. 17721.

It is ordered, On the Chief Hearing Examiner's own motion and with the agreement of all parties, that the hearing in the above-entitled proceeding is rescheduled from November 13, to November 14, 1967, and will be convened on the latter date at 10 a.m., in the offices of the Commission, Washington, D.C.; and, *It is further ordered,* That the "Motion for Continuance" filed November 2, 1967, by Meredith-Avco, Inc., is dismissed as moot.

Issued: November 3, 1967.

Released: November 3, 1967.

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

[F.R. Doc. 67-13212; Filed, Nov. 7, 1967; 8:49 a.m.]

[Docket Nos. 17454, 17455; FCC 67M-1865]

NEW YORK UNIVERSITY AND FAIRLEIGH DICKINSON UNIVERSITY

Order Continuing Hearing

In re applications of New York University, New York, New York, Docket No. 17454, File No. BPED-742; Fairleigh Dickinson University, Teaneck, New Jersey, Docket No. 17455, File No. BPED-751; for construction permits.

It is ordered, By the Hearing Examiner on his own motion that the hearing in the above matter now scheduled for December 12, 1967, is hereby rescheduled to commence at 10 a.m., December 18, 1967, in the Commission's offices in Washington, D.C.

Issued: November 2, 1967.

Released: November 3, 1967.

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

[F.R. Doc. 67-13213; Filed, Nov. 7, 1967; 8:49 a.m.]

[BP-17716, etc.]

STANDARD BROADCAST APPLICATIONS READY AND AVAILABLE FOR PROCESSING

Notice is hereby given, pursuant to section 1.571(c) of the Commission's rules, that on December 6, 1967, the standard broadcast applications listed in the Appendix set forth below will be considered as ready and available for processing. Pursuant to section 1.227(b)(1) and section 1.591(b) of the Commission's rules, an application, in order to be considered with any application appearing on the attached list or with any other application on file by the close of business on December 5, 1967, which involves a conflict necessitating a hearing with an application on this list, must be substantially complete and tendered for filing at the offices of the Commission in Washington, D.C., by whichever date is earlier: (a) The close of business on December 5, 1967, or (b) the earlier effective cut-off date which a listed application or by any other conflicting application may have by virtue of conflicts necessitating a hearing with applications appearing on previous lists.

The attention of any party in interest desiring to file pleadings concerning any pending standard broadcast application pursuant to section 309(d)(1) of the Communications Act of 1934, as amended, is directed to Section 1.580(i) of the Commission's rules for provisions governing the time of filing and other requirements relating to such pleadings.

Adopted: November 2, 1967.

Released: November 3, 1967.

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

BP-17716	New, Circleville, Ohio. Scioto Broadcasting Co. Req: 1540 kc, 250 w, DA, D.
BP-17718	New, Buffalo, Minn. Buffalo Broadcasting Co. Req: 1360 kc, 500 w, D.
BP-17719	New, Ava, Mo. KAVA Radio Association. Req: 1430 kc, 500 w, D.
BP-17729	New, Kodiak, Alaska. Midnight Sun Broadcasters, Inc. Req: 610 kc, 5 kw, U.
BP-17731	KFIL, Preston, Minn. Obed S. Borgen. Has: 1060 kc, 500 w, D. Req: 1060 kc, 1 kw, D.
BP-17732	New, Hilo, Hawaii. Southwestern Broadcasting Co. Req: 670 kc, 10 kw, U.

BP-17733 WFSC, Franklin, N.C.
Radio Station WFSC, Inc.
Has: 1050 kc, 1 kw, D.
Req: 810 kc, 1 kw, D.

BP-17743 New, Burnettown, S.C.
Midland Valley Investment Co., Inc.
Req: 1510 kc, 500 w, 250 w-CH, D.

BP-17744 KOLY, Mobridge, S. Dak.
Mobridge Broadcasting Corp.
Has: 1300 kc, 1 kw, D.
Req: 1300 kc, 5 kw, D.

BP-17745 WSEN, Baldwinsville, N.Y.
Century Radio Corp.
Has: 1050 kc, 250 w, D.
Req: 1050 kc, 5 kw, DA, D.

BP-17746 KPBC, Port Sulphur, La.
Plaquemines Broadcasting Co., Inc.
Has: 1510 kc, 500 w, D.
Req: 1510 kc, 1 kw, D.

BP-17747 New, Jacksonville, Ala.
Jacksonville Broadcasting Co.
Req: 1090 kc, 250 w, D.

BP-17748 KEHG, Fosston, Minn.
Fosston Broadcasting Co.
Has: 1480 kc, 1 kw, D.
Req: 1480 kc, 5 kw, D.

BP-17749 New, Ellwood City, Pa.
Jud, Inc.
Req: 1500 kc, 250 w, DA, D.

BP-17751 New, Warrenton, N.C.
Radio Voice of Warrenton.
Req: 1520 kc, 1 kw, D.

BP-17752 New, Jackson, Miss.
Ford Broadcasting Co.
Req: 1080 kc, 10 kw, DA, D.

BP-17754 New, Hurricane, W. Va.
Putnam Broadcasting Co., Inc.
Req: 1080 kc, 5 kw, DA, D.

BP-17755 New, Luverne, Minn.
Gleason Bros.
Req: 800 kc, 500 w, DA, D.

BP-17757 WRAN, Dover, N.J.
Lion Broadcasting Co., Inc.
Has: 1510 kc, 1 kw, DA-2, U.
Req: 1510 kc, 1 kw, 10 kw-LS, DA-2, U.

BP-17775 New, Northfield, Minn.
M. D. Price, Jr.
Req: 1080 kc, 1 kw, D.

BP-17776 New, Ozark, Ala.
Wade B. Sullivan.
Req: 1190 kc, 1 kw, D.

BP-17777 New, Guayamo, P.R.
Fidelity Broadcasting Corp.
Req: 840 kc, 250 w, D.

BP-17778 New, Red Bay, Ala.
Redmont Broadcasting Corp.
Req: 1430 kc, 1 kw, D.

BP-17779 New, Springfield, Ky.
The Washington County Broadcasting Co.
Req: 1540 kc, 250 w, D.

BP-17780 New, Houston, Tex.
Strauss Broadcasting Co. of Houston.
Req: 850 kc, 5 kw, DA, D.

BP-17784 WISN, Milwaukee, Wis.
The Hearst Corp.
Has: 1130 kc, 10 kw, 50 kw-LS, DA-2, U.
Req: 1130 kc, 25 kw, 50 kw-LS, DA-2, U.

BP-17782 WSEW, Selinsgrove, Pa.
B&K Broadcasting Co.
Has: 1240 kc, 250 w, U.
Req: 1240 kc, 250 w, 1 kw-LS, U.

BP-17783 WDGY, Minneapolis, Minn.
Storz Broadcasting Co.
Has: 1130 kc, 25 kw, 50 kw-LS, DA-2, U.
Req: 1130 kc, 50 kw, DA-2, U.

BP-17786 KSDO, San Diego, Calif.
Gordon Broadcasting of San Diego, Inc.
Has: 1130 kc, 1 kw, 5 kw-LS, DA-2, U.
Req. 1130 kc, 10 kw, 50 kw-LS, DA-2, U.

BP-17789 New, Taylorsville, Miss.
Taylorsville Broadcasting Co., Inc.
Req: 1280 kc, 500 w, D.

BP-17793 WYRN, Louisburg, N.C.
Franklin Broadcasting Co.
Has: 1480 kc, 500 w, D.
Req: 1060 kc, 500, w, D.

BP-17795 WNPS, New Orleands, La.
Greater New Orleans Educational TV Foundations.
Has: 1450 kc, 250 w, U.
Req: 1450 kc, 250 w, 1 kw-LS, U.

BP-17797 New, Galion, Ohio.
Radio Galion, Inc.
Req: 1570 kc, 500 w, DA-D.

BP-17799 New, Windsor, Colo.
Harry P. Brewer.
Req: 1170 kc, 1 kw, D.

BP-17801 KYSS, Missoula, Mont.
Garden City Broadcasting, Inc.
Has: 910 kc, 1 kw, D.
Req: 930 kc, 5 kw, D.

BP-17817 New, Harlan, Ky.
Eastern Broadcasting Co.
Req: 1470 kc, 1 kw, D.

BP-17819 WSJC, Magee, Miss.
Southeast Mississippi Broadcasting Co.
Has: 810 kc, 250 w, 50 kw-LS, DA-2, U.
Req: 810 kc, 250 w, 50 kw-LS, DA-N, U.

BP-17822 KWIK, Pocatello, Idaho.
WKIK Broadcasting Co., Inc.
Has: 1240 kc, 250 w, U.
Req: 1240 kc, 250 w, 1 kw-LS, U.

BP-17829 WJXN, Jackson, Miss.
Jackson Broadcasting Co,
Has: 1450 kc, 250 w, U.
Req: 1450 kc, 250 w, 1 kw-LS, U.

BP-17831 KWXY, Cathedral City, Calif.
Glen Barnett.
Has: 1340 kc, 250 w, U.
Req: 1340 kc, 250 w, 500 w-LS, U.

BP-17834 KEYE, Perryton, Tex.
Perryton Radio, Inc.
Has: 1400 kc, 250 w, U.
Req: 1400 kc, 250 w, 1 kw-LS, U.

BP-17842 New, Prattville, Ala.
Prattville Radio, Inc.
Req: 1410 kc, 1 kw, 5 kw-LS, DA-2, U.

BP-17878 KZNG, Hot Springs, Ark.
KZNG Broadcasting Co.
Has: 1340 kc, 250 w, U.
Req: 1340 kc, 250 w, 1 kw-LS, U.

BP-17881 WMON, Montgomery, W. Va.
Greater Montgomery Broadcasters, Inc.
Has: 1340 kc, 250 w, U.
Req: 1340 kc, 250 w, 1 kw-LS, U.

[F.R. Doc. 67-13214; Filed, Nov. 7, 1967; 8:49 a.m.]

FEDERAL RESERVE SYSTEM

BARNETT NATIONAL SECURITIES CORP.

Notice of Application for Approval of Acquisition of Shares of Bank

Notice is hereby given that application has been made to the Board of Governors of the Federal Reserve System pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842 (a)), by Barnett National Securities Corp., which is a bank holding company located in Jacksonville, Fla., for the prior approval of the Board of the acquisition by Applicant of 80 percent or more of the voting shares of Regency Square Barnett Bank, Jacksonville, Fla., a proposed new bank.

Section 3(c) of the Act provides that the Board shall not approve (1) any acquisition or merger or consolidation under this section which would result in a monopoly, or which would be in furtherance of any combination or conspiracy to monopolize or to attempt to monopolize the business of banking in any part of the United States, or (2) any other proposed acquisition or merger or consolidation under this section whose effect in any section of the country may be substantially to lessen competition, or to tend to create a monopoly, or which in any other manner would be in restraint of trade, unless it finds that the anticompetitive effects of the proposed transaction are clearly outweighed in the public interest by the probable effect of the transaction in meeting the convenience and needs of the community to be served.

Section 3(c) further provides that in every case, the Board shall take into consideration, the financial and managerial resources and future prospects of the company or companies and the banks concerned, and the convenience and needs of the community to be served.

Not later than thirty (30) days after the publication of this notice in the FEDERAL REGISTER, comments and views regarding the proposed acquisition may be filed with the Board. Communications should be addressed to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551. Public access to the application may be had at the office of the Board of Governors or the Federal Reserve Bank of Atlanta.

Dated at Washington, D.C., this 30th day of October 1967.

By order of the Board of Governors.

[SEAL] MERRITT SHERMAN, *Secretary.*

[F.R. Doc. 67-13165; Filed, Nov. 7, 1967; 8:45 a.m.]

FEDERAL POWER COMMISSION

[Docket No. R168-208, etc.]

MARTHA FEATHERSTONE ET AL.

Order Providing for Hearings on and Suspension of Proposed Changes in Rates [1]

OCTOBER 31, 1967.

The Respondents named herein have filed proposed increased rates and charges of currently effective rate schedules for sales of natural gas under Commission jurisdiction, as set forth in Appendix A hereof.

The proposed changed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is in the public interest and consistent with the Natural Gas Act that the Commission enter upon hearings regarding the lawfulness of the proposed changes, and

[1] Does not consolidate for hearing or dispose of the several matters herein.

that the supplements herein be suspended and their use be deferred as orderd below.

The Commission orders: (A) Under the Natural Gas Act, particularly sections 4 and 15, the regulations pertaining thereto (18 CFR Ch. I), and the Commission's rules of practice and procedure, public hearings shall be held concerning the lawfulness of the proposed changes.

(B) Pending hearings and decisions thereon, the rate supplements herein are suspended and their use deferred until date shown in the "Date Suspended Until" column, and thereafter until made effective as prescribed by the Natural Gas Act.

(C) Until otherwise ordered by the Commission, neither the suspended supplements, nor the rate schedules sought to be altered, shall be changed until disposition of these proceedings or expiration of the suspension period.

(D) Notices of intervention 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 and 1.37(f) on or before December 15, 1967.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

APPENDIX A

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf: Rate in effect	Cents per Mcf: Proposed increased rate	Rate in effect subject to refund in docket Nos.
RI68-208	Martha Featherstone, Roswell Petroleum Bldg., Roswell, N. Mex. 88201.	2	5	Colorado Interstate Gas Co. (Patrick Draw Field, Sweetwater County, Wyo.).	$134	10- 4-67	[2] 1- 1-68	6- 1-68	[3] 15.384	[4] [5] 17.0	
RI68-209	Aztec Oil & Gas Co., 200 First National Bank Bldg., Dallas, Tex. 75202, Attn: Quilman B. Davis, Esq.	7	[7] 29	Southern Union Gathering Co. (Basin Dakota Pool, San Juan County, N. Mex.) (San Juan Basin Area).	667	10-10-67	[6] 11-10-67	4-10-68	13.0	[3] [4] 14.02933	
	do	7	[8] 30	do	1,907	10-10-67	[6] 11-10-67	4-10-68	13.0	[3] [4] 14.02933	
	do	7	[9] 31	do	445	10-12-67	[6] 11-12-67	4-12-68	13.0	[3] [4] 14.02933	
	do	7	[10] 32	do	3,114	10-11-67	[6] 11-11-67	4-11-68	13.0	[3] [4] 14.02933	
	do	7	[11] 33	do	127	10-12-67	[6] 11-12-67	4-13-68	13.0	[3] [4] 14.02933	
RI68-210	Cabot Corp. (SW) Post Office Box 1101, Pampa, Tex. 79065.	36	4	Northern Natural Gas Co. (Perry G Unit, Ochiltree County, Tex.) (RR. District No. 10).	69	10- 6-67	[6] 12- 1-67	5- 1-68	[12] [14] 17.5	[13] [15] [16] 18.5	RI63-261
RI68-211	Continental Oil Co., Post Office Box 2197, Houston, Tex. 77001.	239	2	Arkansas-Louisiana Gas Co. (Star Field, Kingfisher County, Okla.) (Oklahoma "Other" Area).	305	10- 9-67	[6] 12-13-67	5-13-68	15.0	[3] [4] 16.015	
RI68-212	Atlantic Richfield Co., Post Office Box 2819, Dallas, Tex. 75221.	226	5	Michigan Wisconsin Pipe Line Co. (Lovedale and Southwest Freedom Fields, Harper and Woodward Counties, Okla.) (Panhandle Area).	710	10-11-67	[17] 11-11-67	4-11-68	[17] 17.910	[18] [19] [17] 19.910	
	do	266	5	Arkansas-Louisiana Gas Co. (Chenlere Brake Field, Quachita Parish, La.) (North Louisiana).	683	10-13-67	[6] 12- 5-67	5- 5-68	[14] [20] 18.333	[4] [15] 19.333	
RI68-213	Tenneco Oil Co. (Operator) et al., Post Office Box 2511, Houston, Tex. 77001.	2	13	United Gas Pipe Line Co. (Mustang Island Field, Nueces and San Patricio Counties, Tex.) (RR. District No. 4).	24,029	[21] 9 -8-67	[6] 11- 1-67	5- 1-68	[21] 14.6	[22] [21] 15.6	

[2] The stated effective date is the contractually due effective date.
[3] Periodic rate increase.
[4] Pressure base is 15.025 p.s.i.a.
[5] Initial rate.
[6] The stated effective date is the effective date proposed by Respondent.
[7] Pertains only to acreage covered by Supplement No. 23.
[8] Pertains only to acreage covered by Supplement No. 25.
[9] Pertains only to acreage covered by Supplement No. 26.
[10] Pertains only to acreage covered by Supplement No. 27.
[11] Pertains only to acreage covered by Supplement No. 28.
[12] Pressure base is 14.65 p.s.i.a.
[13] Includes 1 cent per Mcf for sale of liquids.
[14] Subject to a downward B.t.u. adjustment.
[15] The stated effective date is the first day after expiration of the statutory notice.
[16] "Fractured" rate increase. Contractual due rate is 19.5 cents per Mcf.
[17] Includes base rate of 17 cents before increase and base rate of 19 cents after increase plus 0.910 upward B.t.u. adjustment (1,091 B.t.u. gas). Base rate subject to upward and downward B.t.u. adjustment.
[18] Includes 1.333 cents tax reimbursement.
[19] Rate at time of settlement and settlement rate in Atlantic's company-wide settlement in Docket Nos. G-9283 et al. Filing moratorium on rate increases in excess of area ceiling expired Aug. 1, 1967.
[20] Revised filing submitted in substitution for filing submitted on Sept. 8, 1967, with the original filing date being used.
[21] "Fractured" rate increase. Second Amendment settlement limits increases in rate not in excess of 1 cent per Mcf under this rate schedule.
[22] "Fractured" rate increase. Contractually due a rate of 15.5 cents base plus 0.1984 cent tax reimbursement.
[23] Settlement rate approved by Commission order issued Apr. 8, 1961, in Docket No. G-13582.

Martha Featherstone (Featherstone) requests that her proposed rate increase be permitted to become effective on December 1, 1967. Featherstone's request for an earlier effective date is denied for the reason that the proposed rate is not contractually due until January 1, 1968. Atlantic Richfield Co. (Atlantic) requests an effective date of October 1, 1967, for Supplement No. 5 to its FPC Gas Rate Schedule No. 226. Good cause has not been shown for waiving the 30-day notice requirement provided in section 4(d) of the Natural Gas Act to permit an earlier effective date for Atlantic's aforementioned rate filing and such request is denied.

All of the producers' proposed increased rates and charges exceed the applicable area price levels for increased rates as set forth in the Commission's statement of general policy No. 61-1, as amended (18 CFR 2.56).

[F.R. Doc. 67-13108; Filed, Nov. 7, 1967; 8:45 a.m.]

[Docket No. RI68-214, etc.]

SUPERIOR OIL CO.

Order Providing for Hearing on and Suspension of Proposed Changes in Rates, and Allowing Rate Changes To Become Effective Subject to Refund [1]

NOVEMBER 1, 1967.

The Respondents named herein have filed proposed changes in rates and charges of currently effective rate schedules for sales of natural gas under Commission jurisdiction, as set forth in Appendix A hereof.

The proposed changed rates and charges may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is in the public interest and consistent with the Natural Gas Act that the Commission enter upon hearings regarding the lawfulness of the proposed changes, and that the supplements herein be suspended and their use be deferred as ordered below.

The Commission orders:

(A) Under the Natural Gas Act, particularly sections 4 and 15, the regulations pertaining thereto (18 CFR, Ch I), and the Commission's rules of practice and procedure, public hearings shall be held concerning the lawfulness of the proposed changes.

(B) Pending hearings and decisions thereon, the rate supplements herein are suspended and their use deferred until

[1] Does not consolidate for hearing or dispose of the several matters herein.

date shown in the "Date Suspended Until" column, and thereafter until made effective as prescribed by the Natural Gas Act: *Provided, however,* That the supplements to the rate schedules filed by Respondents, as set forth herein, shall become effective subject to refund on the date and in the manner herein prescribed if within 20 days from the date of the issuance of this order Respondents shall each execute and file under its above-designated docket number with the Secretary of the Commission its agreement and undertaking to comply with the refunding and reporting procedure required by the Natural Gas Act and § 154.102 of the regulations thereunder, accompanied by a certificate showing service of copies thereof upon all purchasers under the rate schedule involved. Unless Respondents are advised to the contrary within 15 days after the filing of their respective agreements and undertakings, such agreements and undertakings shall be deemed to have been accepted.

(C) Until otherwise ordered by the Commission, neither the suspended supplements, nor the rate schedules sought to be altered, shall be changed until disposition of these proceedings or expiration of the suspension period.

(D) Notices of intervention 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 and 1.37(f)) on or before December 15, 1967.

By the Commission.

[SEAL] GORDON M. GRANT, *Secretary.*

APPENDIX A

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf: Rate in effect	Cents per Mcf: Proposed increased rate	Rate in effect subject to refund in Docket Nos.
RI68-214	The Superior Oil Co., Post Office Box 1521, Houston, Tex. 77001.	77	9	El Paso Natural Gas Co. (Aneth Field, San Juan County, Utah).	$239	10- 2-67	[2] 11- 2-67	[3] 11- 3-67	[4] 17.877	[4] [5] 17.8947	
RI68-215	Independent Gas & Oil Producers, Inc., Knox Bldg., Enid, Okla. 73701.	1	2	Oklahoma Natural Gas Gathering Corp. (Ringwood Field, Major County, Okla.) (Oklahoma "Other" Area).	697	10-11-67	[6] 10-11-67	[3] 10-12-67	11.0	[6] [7] 12.0	
RI68-216	General American Oil Co. of Texas, Meadows Bldg., Dallas, Tex. 75206.	[8] 81	4	Texas Gas Transmission Corp. (Lawson Field, Acadia Parish, La.) (South Louisiana).	235	10- 6-67	[3] 11- 6-67	11- 7-67	[9] [10] 19.5	[9] [11] [12] 20.5	

[1] The stated effective date is the effective date proposed by Respondent.
[2] The suspension period is limited to 1 day.
[3] Tax reimbursement increase. 100 percent reimbursement of the increase in the Utah Oil & Gas Conservation Tax from ½ mill to 1½ mills on each $1 market value effective July 1, 1967.
[4] Pressure base is 15.025 p.s.i.a.
[5] Includes 0.177-cent tax reimbursement authorized by letter-order dated Aug. 5, 1963.
[6] Oklahoma Natural classed as a pipeline in its Certificate (CI61-1408) for resale of the gas to Cities Service Gas Co. at initial rate of 17 cents. Oklahoma Natural's related increase to 18 cents has been approved. However, Oklahoma Natural must flow through any refund made by its suppliers.
[7] The stated effective date is the date of filing.
[8] Periodic rate increase.
[9] Pressure base is 14.65 p.s.i.a.
[10] Contract executed after Sept. 28, 1960, the date of issuance of the Commission's statement of general policy No. 61-1.
[11] Including 1.75-cents tax reimbursement.

The Superior Oil Co.'s (Superior) proposed rate increase is for reimbursement of the increase in the Utah oil and gas conservation tax which became effective on July 1, 1967. The sale is from the Aneth Field in San Juan County, Utah. No formal rate ceiling has been announced by the Commission for this area; however, Superior, along with other producers, received authorization to sell gas in the area at an initial rate of 17.877 cents per Mcf in Opinion No. 335 issued February 23, 1960. The proposed rate of 17.8947 cents per Mcf exceeds the 17.87 cents per Mcf rate. Other increased rates of 16.3844 cents and 18.7 cents per Mcf previously filed in the Utah Area were suspended for 5 months. We conclude that Superior's proposed rate increase should also be suspended. However, since the increased rate exceeds the initial rate for the area only because of the tax reimbursement, a one day suspension period is appropriate.

Independent Gas & Oil Producers, Inc.'s (Independent) proposes a periodic rate increase from 11 cents to 12 cents per Mcf for a wellhead sale of gas to Oklahoma Natural Gas Gathering Corp. (Oklahoma Natural) from the Ringwood Area, Major County, Okla. (Oklahoma "Other" Area). The area ceiling rate is 11 cents per Mcf. The sale, covered under a contract dated March 23, 1967, was authorized under a temporary certificate issued August 3, 1967, in Docket No. CI68-1, at a conditional rate of 11 cents per Mcf. Independent was advised in the letter granting the temporary certificate that it could file a rate increase to the 12 cents per Mcf contractual rate and request a shortened suspension period. Although Independent requested an effective date of October 1, 1967, for which adequate notice has not been given, it did not request a shortened suspension period as suggested in the temporary letter. Consistent with prior Commission action on filings in the Ringwood Area, it is appropriate that the 30-day notice requirement be waived and that Independent's rate filing be suspended for one day from October 11, 1967, the date of filing.

The contract related to the rate filing proposed by General American Oil Co. of Texas (General American) was executed subsequent to September 29, 1960, the date of issuance of the Commission's statement of general policy No. 61-1, as amended, and the proposed increased rate is above the applicable ceiling for increased rates but does not exceed the applicable ceiling price for initial rates in the area involved. Under the circumstances, we believe that General American's rate filing should be suspended for one day from November 6, 1967, the proposed effective date.

[F.R. Doc. 67-13109; Filed, Nov. 7, 1967; 8:45 a.m.]

[Docket No. RP68-4]

LOUISIANA NEVADA TRANSIT CO.

Notice of Proposed Changes in Rates and Charges

NOVEMBER 2, 1967.

Take notice that on October 25, 1967, Louisiana Nevada Transit Co. (Louisiana Nevada) tendered for filing proposed changes in its FPC Gas Tariff, Original Volume No. 1. The proposed changes, designated as Third Revised Sheet No. 3A, reflect an increase of 4.87 cents per Mcf and a new form of rate for sales of natural gas to the city of De Queen, Ark., the sole purchaser under Louisiana Nevada's Rate Schedule G-1.

The proposed change, amounting to $45,904 annually, based on sales for the year 1966, is proposed to become effective November 25, 1967. Copies of the filing have been served upon the city of De Queen and the Public Service Commissions of Arkansas and Louisiana. Comments may be filed with the Commission on or before November 20, 1967.

GORDON M. GRANT, *Secretary.*

[F.R. Doc. 67-13205; Filed, Nov. 7, 1967; 8:48 a.m.]

INTERNATIONAL JOINT COMMISSION—UNITED STATES AND CANADA

RED RIVER (OF THE NORTH) WATER POLLUTION

Public Hearings

The International Joint Commission will conduct public hearings at 10 a.m., local time, in the Lecture Bowl, Second Floor, University Center, University of North Dakota, Grand Forks, N. Dak., on December 4, 1967, and at 10 a.m., local time, in Room 254, Legislative Buildings,

Winnipeg, Manitoba, on December 5, 1967, on the question of pollution of the waters crossing the international boundary in the Red River.

On October 1, 1964, the Governments of Canada and the United States requested the Commission "to inquire into and report to the two Governments upon the following questions:

1. Are the waters [referred to in the first paragraph above] being polluted on either side of the international boundary to an extent which is causing, or likely to cause, injury to health or property on the other side of the boundary?

2. If the foregoing question is answered in the affirmative, to what extent, by what causes, and in what localities is such pollution taking place?

3. If the Commission should find that pollution of the character just referred to is taking place, what remedial measures would, in its judgment, be most practicable from the economic, sanitary and other points of view and what would be the probable cost thereof?

Upon receipt of the reference, the Commission established the International Red River Water Pollution Board to carry out the necessary technical investigations. Volume I of the Board's report to the International Joint Commission dated October 1967 has been received. Copies may be obtained by writing to either Secretary of the Commission or may be examined at the following locations indicated hereunder.

Office of the Town Clerk, Pembina, N. Dak.
Grand Forks Public Library, Grand Forks, N. Dak.
Fargo Public Library, Fargo, N. Dak.

Pursuant to the above, the purpose of the public hearings is to receive testimony and evidence with respect to the information contained in the report of the Board or which is relevant to the questions before the Commission, such testimony and evidence to be taken into account by the Commission in formulating its report to the Governments.

At the hearings all interested persons will be given opportunity to express their views orally or by written statements. Where possible, twelve (12) copies of the written statements should be filed with either Secretary ten (10) days in advance of the hearing, with thirty (30) copies to be deposited with them at the hearings.

WILLIAM A. BULLARD,
Secretary, United States Section, International Joint Commission, Washington, D.C. 20440, STOP 86.

D. G. CHANCE,
Secretary, Canadian Section, International Joint Commission, Room 850, 151 Slater Street, Ottawa 4, Ontario, Canada.

NOVEMBER 2, 1967.

[F.R. Doc. 67-13166; Filed, Nov. 7, 1967; 8:45 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[81-75]

NATIONAL EXHIBITION CO.

Notice of Hearing for Exemption

NOVEMBER 2, 1967.

National Exhibition Co. has applied to the Securities and Exchange Commission for exemption from the registration provisions of section 12(g) of the Securities Exchange Act of 1934. Such exemption, if granted, also would provide an exemption from the provisions of sections 13 and 16 of the Act.

The hearing upon the exemption application was scheduled for October 16, 1967, in the Commission's Washington office, later postponed to November 13, 1967.

Notice is hereby given that, on motion of National Exhibition Co., the hearing scheduled for November 13, 1967, has been transferred to the Commission's New York Regional Office, Room 2300, 225 Broadway, New York City, N.Y.

For the Commission (pursuant to delegated authority).

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 67-13173; Filed, Nov. 7, 1967; 8:46 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 471]

MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

NOVEMBER 3, 1967.

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 85465 (Sub-No. 2) (Deviation No. 1), WEST NEBRASKA EXPRESS, INC., Box 350, 709 Mill Drive, Scottsbluff, Nebr. 69361, filed October 26, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route as follows: From Sidney, Nebr., over U.S. Highway 30 to Kimball, Nebr., thence over Nebraska Highway 71 to the Nebraska-Colorado State line, thence over Colorado Highway 71 to junction Colorado Highway 14, thence over Colorado Highway 14 to junction Colorado Highway 54, thence over Colorado Highway 52 to Fort Morgan, Colo., 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: (1) From Henry, Nebr., over U.S. Highway 26 to junction U.S. Highway 385 (formerly Nebraska Highway 19), thence over U.S. Highway 385 to Sidney, Nebr., thence over U.S. Highway 30 to Fremont, Nebr., thence over U.S. Highway 275 to Omaha, Nebr., (2) from Denver, Colo., over Interstate Highway 25 and U.S. Highway 87 to junction U.S. Highway 85 (approximately 8 miles north of Cheyenne, Wyo.), thence over U.S. Highway 85 to Torrington, Wyo., thence over U.S. Highway 26 to Scottsbluff, Nebr., thence over Nebraska Highway 29 to Gering, Nebr., and (3) from Denver, over U.S. Highway 6 to Sterling, Colo., thence over U.S. Highway 138 to junction Colorado Highway 113, thence over Colorado Highway 113 to the Colorado-Nebraska State line, thence over Nebraska Highway 19 to Sidney, Nebr., thence over U.S. Highway 30 to Pine Bluffs, Wyo., and return over the same routes.

No. MC 106943 (Deviation No. 11), EASTERN EXPRESS, INC., 1450 Wabash Avenue, Terre Haute, Ind. 47808, filed October 23, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route as follows: From Harrisburg, Pa., over Interstate Highway 81 to junction Interstate Highway 84 at Scranton, Pa., thence over Interstate Highway 84 to junction Interstate Highway 90 near Sturbridge, Mass., thence over Interstate Highway 90 to Boston, Mass., 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 Harrisburg, Pa., over U.S. Highway 22 to Newark, N.J., thence over U.S. Highway 1 to Boston, Mass., and return over the same route.

No. MC 108859 (Deviation No. 4) (Amended), CLAIRMONT TRANSFER CO., 1803 Seventh Avenue, North, Escanaba, Mich. 49829, filed September 5, 1967, amended October 20, 1967, published in the FEDERAL REGISTER September 20, 1967, and republished, as amended, in this issue. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over deviation routes (as

amended) as follows: (1) From Milwaukee, Wis., over U.S. Highway 41 to Green Bay, Wis., (2) from Chicago, Ill., over Interstate Highway 94 to Milwaukee, Wis., and (3) from junction Interstate Highway 294 and U.S. Highway 41 and Interstate Highway 94 north of Chicago, Ill., over Interstate Highway 294 to junction U.S. Highway 41 at or near Hammond, Ind., 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: (1) From Milwaukee, Wis., over Wisconsin Highway 57 to junction Wisconsin Highway 23, thence over Wisconsin Highway 23 to Plymouth, Wis., thence over Wisconsin Highway 67 to Kiel, Wis., thence over Wisconsin Highway 57 via Chilton, Wis., to Green Bay, Wis., (2) from Chicago, Ill., over U.S. Highway 41 to Milwaukee, Wis., and (3) from junction U.S. Highway 41 and Interstate Highway 294 at or near Hammond, Ind., over U.S. Highway 41 to junction Interstate Highway 294 north of Chicago, Ill. The purpose of this republication is to delete the first four deviation routes previously requested by the carrier in its deviation notice and which was described in the FEDERAL REGISTER of September 20, 1967.

MOTOR CARRIERS OF PASSENGERS

No. MC 1130 (Deviation No. 2), INTERSTATE BUSSES CORPORATION, Post Office Box 1116, Annex Station, Providence, R.I. 02901, filed October 27, 1967. Carrier proposes to operate as a common carrier, by motor vehicle, of *passengers and their baggage, and express and newspapers*, in the same vehicle with passengers, over deviation routes as follows: (1) From Palmer, Mass., over U.S. Highway 20 to junction Massachusetts Highway 32, thence over Massachusetts Highway 32 for a distance of one mile to junction with Massachusetts Turnpike, thence over the Massachusetts Turnpike to Interchange No. 10 at Auburn, Mass., thence over Massachusetts Highway 146 to the Massachusetts-Rhode Island State line, thence over Rhode Island Highway 146 to Providence, R.I., thence over U.S. Highway 44 to East Providence, R.I., thence over Rhode Island Highway 114 to Rumford, R.I., thence over U.S. Highway 1A to the Narragansett Race Track, Pawtucket, R.I., (2) from Palmer, Mass., over the route described in (1) above to the Massachusetts-Rhode Island State line, thence over Rhode Island Highway 146 to Ashton, R.I., thence over Interstate Highway 295 to junction Interstate Highway 95, at Attleboro, Mass., thence over Interstate Highway 95 to junction U.S. Highway 1A at South Attleboro, Mass., thence over U.S. Highway 1A to the Narragansett Race Track at Pawtucket, R.I., (3) from Palmer, Mass., over the routes described above to the Lincoln Downs Race Track, in Lincoln, R.I., on Rhode Island Highway 146, and return over the same routes for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over pertinent service routes as follows: (1) From Providence, R.I., over U.S. Highway 44 to Putnam, Conn., thence over Connecticut Highway 171 to South Woodstock, Conn., thence over Connecticut Highway 169 to North Woodstock, Conn., thence over Connecticut Highway 197 to Quinebaug, Conn., thence over Connecticut Highway 131 to the Massachusetts-Connecticut State line, thence over Massachusetts Highway 131 to Sturbridge, Mass., thence over U.S. Highway 20 to North Wilbraham, Mass., thence over Wilbraham Road to Springfield, Mass., (2) from Centerdale, R.I., over Mineral Spring Avenue and unnumbered highways in the town of North Providence into Pawtucket, R.I., thence over city streets to the Narragansett Race Track, and (3) from Greenville, R.I., over Rhode Island Highway 116 to junction Rhode Island Highway 146, thence over Rhode Island Highway 146 to Lincoln Downs Race Track, and return over the same routes.

No. MC 1515 (Deviation No. 410) (Cancels Deviation No. 216 and No. 243), GREYHOUND LINES, INC. (Western Division), Market and Fremont Streets, San Francisco, Calif. 94106, filed October 27, 1967. Carrier's representative: W. T. Meinhold, 371 Market Street, San Francisco, Calif. 94105. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage, and express and newspapers* in the same vehicle with passengers, over deviation routes as follows: (1) From junction U.S. Highway 40, unnumbered highway and Interstate Highway 80 (Westfall Road Junction), over Interstate Highway 80 to junction unnumbered highway (Pershing-Churchill County Line), (2) from junction unnumbered highway and Interstate Highway 80 (North Hot Springs Junction), over Interstate Highway 80 to junction unnumbered highway (South Hot Springs Junction), (3) from junction U.S. Highway 40 and Interstate Highway 80 (East Fernley), over Interstate Highway 80 to junction U.S. Highway 40 (West Wadsworth), and (4) from junction U.S. Highway 40 and Interstate Highway 80 (East Verdi Junction) over Interstate Highway 80 to junction unnumbered highway (West Verdi Junction), and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over a pertinent service route as follows: From the Utah-Nevada State line over U.S. Highway 40 to junction Interstate Highway 80 (West Deeth Junction), thence over Interstate Highway 80 to junction U.S. Highway 40 (West Osino Junction), thence over U.S. Highway 40 to junction Interstate Highway 80 (West Emigrant Summit Junction), thence over Interstate Highway 80 to junction U.S. Highway 40 (West Argenta Junction), thence over U.S. Highway 40 to junction Interstate Highway 80 (West Battle Mountain Junction), thence over Interstate Highway 80 to junction U.S. Highway 40 (East Winnemucca Junction), thence over U.S. Highway 40 to junction Interstate Highway 80 (West Humboldt Junction), thence over Interstate Highway 80 to junction U.S. Highway 40 (East Woolsey Junction), thence over U.S. Highway 40 to junction unnumbered highway (Westfall Road Junction), thence over unnumbered highway to junction Interstate Highway 80 (Pershing-Churchill County Line), thence over Interstate Highway 80 to junction unnumbered highway (North Hot Springs Junction), thence over unnumbered highway to junction Interstate Highway 80 (South Hot Springs Junction), thence over Interstate Highway 80 to junction U.S. Highwas 40 (East Fernley Junction), thence over U.S. Highway 40 to junction Interstate Highway 80 (West Wadsworth), thence over Interstate Highway 80 to Sparks, thence over U.S. Highway 40 to junction unnumbered highway (East Verdi Junction), thence over unnumbered highway via Verdi to junction Interstate Highway 80 (West Verdi Junction), thence over Interstate Highway 80 to the Nevada-California State line. (Connects with Utah Route 1 and California Route 68.)

No. MC 1515 (Deviation No. 411) (Cancels Deviation No. 201), GREYHOUND LINES, INC. (Southern Division), 219 East Short Street, Lexington, Ky. 40507, filed October 27, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage, and express and newspapers* in the same vehicle with passengers, over deviation routes as follows: (1) From junction U.S. Highway 60 and Interstate Highway 64 east of Owingsville, Ky., over Interstate Highway 64 to junction U.S. Highway 60 at the city limits of Lexington, Ky., (b) from junction Interstate High- (a) From junction Interstate Highway 64 and Kentucky Highway 36 over Kentucky Highway 36 to Owingsville, Ky., (b) frrom junction Interstate Highway 64 and Kentucky Highway 11 over Kentucky Highway 11 to Mount Sterling, Ky., (c) from junction Interstate Highway 64 and U.S. Highway 227 over U.S. Highway 227 to Winchester, Ky., and (d) from junction Interstate Highway 64 and Kentucky Highway 1678 over Kentucky Highway 1678 to junction U.S. Highway 60, and (2) from junction U.S. Highway 60 and Interstate Highway 64, near Jett, Ky., over Interstate Highway 64 to Louisville, Ky., with the following access routes: (a) From Frankfort, Ky., over U.S. Highway 127 to junction Interstate Highway 64, (b) from Shelbyville, Ky., over Kentucky Highway 53 to junction U.S. Highway 60, (c) from junction Interstate Highway 64 and Kentucky Highway 55 over Kentucky Highway 55 to junction U.S. Highway 60, and (d) from junction Interstate Highway 64 and Kentucky Highway 841 over Kentucky Highway 841 to junction U.S. Highway 60, and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over a pertinent service route as follows: From Huntington, W. Va., over U.S. Highway 60 to Louisville, Ky., thence over U.S. Highway 31W via West Point, Ky., to Tip Top, Ky., thence over U.S. Highway 60 to Henderson, Ky., and return over the same route.

No. MC 1515 (Deviation No. 412) (Cancels Deviation No. 365), GREYHOUND LINES, INC. (Southern Division), 219 East Short Street, Lexington, Ky. 40507, filed October 27, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage, and express and newspapers*, in the same vehicle with passengers, over deviation routes as follows: (1) From St. Louis, Mo., over Interstate Highway 55 to Festus, Mo., with the following access routes: (a) From junction Interstate Highway 55 and U.S. Highways 61 and 67 over U.S. Highways 61 and 67 to junction Missouri Highway 267, and (b) from junction Interstate Highway 55 and Missouri Highway 141 over Missouri Highway 141 to junction U.S. Highways 61 and 67, and (2) from junction Interstate Highway 55 and U.S. Highway 61, 4 miles east of Jackson, Mo., over Interstate Highway 55 to Memphis, Tenn., with the following access routes: (a) From junction Interstate Highway 55 and U.S. Highway 62 over U.S. Highway 62 to Sikeston, Mo., (b) from junction Interstate Highway 55 and Missouri Highway 162 over Missouri Highway 162 to Portageville, Mo., (c) from junction Interstate Highway 55 and Missouri Highway 84 over Missouri Highway 84 to Hayti, Mo., (d) from junction Interstate Highway 55 and Arkansas Highway 18 over Arkansas Highway 18 to Blytheville, Ark., (e) from junction Interstate Highway 55 and Arkansas Highway 140 over Arkansas Highway 140 to Osceola, Ark., (f) from junction Interstate Highway 55 and Arkansas Highway 181 over Arkansas Highway 181 to Wilson, Ark., (g) from junction Interstate Highway 55 and Arkansas Highway 118 over Arkansas Highway 118 to Joiner, Ark., and (h) from junction Interstate Highway 55 and Arkansas Highway 42 over Arkansas Highway 42 to Turrell, Ark., and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over a pertinent service route as follows: From St. Louis, Mo., over U.S. Highway 67 to Mehlville, Mo., thence over U.S. Highway 61 to junction old U.S. Highway 61 at a point approximately 1 mile northeast of Turrell, Ark., thence over old U.S. Highway 61 to Turrell, Ark., thence over U.S. Highway 61 via Clarksdale, Miss., to Vicksburg, Miss., and return over the same route.

No. MC 28985 (Deviation No. 1), SEASHORE TRANSPORTATION COMPANY, New Bern, N.C. 28560, filed October 24, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage, and express and newspapers* in the same vehicle with passengers, over deviation routes as follows: (1) From Raleigh, N.C., over new U.S. Highway 70 and North Carolina Highway 50 to junction North Carolina Highway 50 and old U.S. Highway 70, at Garner, N.C., (2) from junction North Carolina Highway 50 and U.S. Highway 70 over U.S. Highway 70 to junction North Carolina Highway 210, and (3) from junction U.S. Highways 70 and 301 in Smithfield, N.C., over U.S. Highway 70 to junction North Carolina Highway 581 in Goldsboro, N.C., and return over the same routes, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over pertinent service routes as follows: (1) From Raleigh, N.C., over old U.S. Highway 70 (known as Garner Road) to junction North Carolina Highway 50 and new U.S. Highway 70 at Garner, N.C., (2) from junction North Carolina Highway 50 and U.S. Highway 70 over North Carolina Highway 50 to junction County Road 1010, thence over County Road 1010 to junction North Carolina Highway 210, thence over North Carolina Highway 210 to junction U.S. Highway 70, and (3) from junction U.S. Highways 70 and 301 in Smithfield, N.C., over U.S. Highway 301 to junction County Road 1007, thence over County Road 1007 to junction North Carolina Highway 581, thence over North Carolina Highway 581 to junction U.S. Highway 70, in Goldsboro, N.C., and return over the same route.

No. MC 29840 (Deviation No. 3), TRI-STATE EXPRESS, INC., 2510 North 11th Street, Omaha, Nebr. 68110, filed October 24, 1967. Carrier's representative: Grant J. Merritt, 1000 First National Bank Building, Minneapolis, Minn. 55402. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route as follows: From Omaha, Nebr., over Interstate Highway 480 to junction Alternate U.S. Highway 30, thence over Alternate U.S. Highway 30 to junction Interstate Highway 29, thence over Interstate Highway 29 to Sioux City, Iowa, 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: (1) From Wakefield, Nebr., over Nebraska Highway 16 to junction Nebraska Highway 9, thence over Nebraska Highway 9 to junction U.S. Highway 20, thence over U.S. Highway 20 to Sioux City, Iowa, and (2) from Wakefield, Nebr., over Nebraska Highway 16 to junction Nebraska Highway 9, thence over Nebraska Highway 9 to Westpoint, Nebr., thence over U.S. Highway 275 to Omaha, Nebr., and return over the same routes.

No. MC 60325 (Deviation No. 4), JEFFERSON TRANSPORTATION CO., 1114 Currie Avenue, Minneapolis, Minn. 55403, filed October 27, 1967. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers and their baggage, and express and newspapers* in the same vehicle with passengers, over a deviation route as follows: From Ames, Iowa, over U.S. Highway 30 to junction Interstate Highway 35, thence over Interstate Highway 35 to junction U.S. Highway 20, thence over U.S. Highway 20 to junction U.S. Highway 65 at Iowa Falls, Iowa, and return over the same route, for operating convenience only. The notice indicates that the carrier is presently authorized to transport passengers and the same property, over pertinent service routes as follows: (1) From Minneapolis, Minn., over city streets to St. Paul, Minn., thence over Minnesota Highway 49 to junction Minnesota Highway 218, thence over Minnesota Highway 218 to Farmington, Minn., thence over U.S. Highway 65 to Albert Lea, Minn., thence over U.S. Highway 69 to Kansas City, Kans., thence over city streets to Kansas City, Mo., and (2) from Minneapolis, Minn., over the above specified route to Albert Lea, Minn., thence over U.S. Highway 65 to junction U.S. Highway 30, thence over U.S. Highway 30 to Ames, Iowa, thence over U.S. Highway 69 to Bethany, Mo., and return over the same routes.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-13192; Filed, Nov. 7, 1967; 8:47 a.m.]

[Notice 1120]

MOTOR CARRIER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

NOVEMBER 3, 1967.

The following publications are governed by Special Rule 1.247 of the Commission's rules of practice, published in the FEDERAL REGISTER issue of April 20, 1966, which became effective May 20, 1966.

The publications hereinafter set forth reflect the scope of the applications as filed by applicant, and may include descriptions, restrictions, or limitations which are not in a form acceptable to the Commission. Authority which ultimately may be granted as a result of the applications here noticed will not necessarily reflect the phraseology set forth in the application as filed, but also will eliminate any restrictions which are not acceptable to the Commission.

APPLICATIONS ASSIGNED FOR ORAL HEARING

MOTOR CARRIERS OF PROPERTY

No. MC 30837 (Sub-No. 329) (Republication), filed April 6, 1966, published FEDERAL REGISTER issue of April 28, 1966, and republished this issue. Applicant: KENOSHA AUTO TRANSPORT CORPORATION, 4519 76th Street, Kenosha, Wis. Applicant's representative: Paul F. Sullivan, Colorado Building, 3141 G Street NW., Washington, D.C. 20005. In the above-entitled proceeding, the examiner recommended the granting to applicant a certificate of public convenience and necessity, authorizing operations in interstate or foreign commerce, as a common carrier by motor vehicle, over irregular routes, of the commodities, to, and from points as described below. A decision and order of the Commission, Review Board Number 5 dated October 17, 1967, and served October 26, 1967, as amended, finds that operation by applicant, in interstate or foreign commerce, as a common carrier by motor vehicle, over irregular routes, of *truck concrete mixers, dump trailers and dump semitrailers, dump bodies, and*

trenching machines, in initial movements, in truckaway service, from Industry, Calif., to points in the United States, except Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oklahoma, Oregon, Texas, Utah, Washington, and Wyoming; 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. Because it is possible that other parties, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 82841 (Sub-No. 18) (Republication), filed May 30, 1966, published FEDERAL REGISTER issues of June 23, 1966, August 11, 1966, and January 18, 1967, and republished this issue. Applicant: R. D. TRANSFER, INC., 801 Livestock Exchange Building, Omaha, Nebr. Applicant's representative: Donald L. Stern, 630 City National Bank Building, Omaha, Nebr. By application filed May 30, 1966, 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 (1) (a) pipe, tubing, and electric light poles, (b) accessories and fittings when moving in the same vehicle with pipe, tubing, and electric light poles, and (c) materials, equipment, and supplies used in installation and maintenance of electric light poles when moving with such light poles, from points in Douglas County, Nebr. (except Omaha, Nebr., and points in its commercial zone) to points in the United States on and east of a line beginning at the mouth of the Mississippi River, and extending along the Mississippi River to its junction with the western boundary of Itasca County, Minn., thence northward along the western boundaries of Itasca and Koochiching Counties, Minn., to the international boundary line between the United States and Canada, and (2) irrigation systems and parts thereof, from points in Douglas County, Nebr. (except Omaha, Nebr., and points in its commercial zone), to points in Kentucky, Tennessee, and Florida, restricted against handling of commodities which by reason of size or weight require the use of special equipment or those which fall within the so-called "Mercer Description in (a), (b), and (c) above. NOTE: Applicant states the proposed operation could be tacked at Valley or Waterloo, Nebr., so as to transport agricultural machinery and parts, and contractors equipment and supplies, from Colorado and Kansas.

The application was referred to Examiner William J. Kane, for hearing and the recommendation of an appropriate order thereon. Hearing was held on February 20 and 21, 1967, at Omaha, Nebr. A report and order of the Commission, Division 1, served September 14, 1967, which became effective October 16, 1967, by notice served October 24, 1967, as amended, finds that the present and future public convenience and necessity require operation by applicants as a common carrier by motor vehicle, over irregular routes, in interstate or foreign commerce, of (1) *irrigation systems*, from the plantsite of Valmont Industries, Inc., located at or near Valley, Nebr., to points in Alabama, Connecticut, Delaware, Florida, Georgia, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, and West Virginia, and (2) *pipe, tubing, light poles, mast arms, brackets, bases, and accessories*, from the plantsite of Valmont Industries, Inc., located at or near Valley, Nebr., to points in Minnesota, Iowa, Missouri, Arkansas, and Louisiana, and States located east thereof, restricted to traffic originating at the above plantsite, further restricted against the transportation of commodities which by reason of size or weight require the use of special equipment, and against the transportation of oilfield commodities as described in *Mercer Extension—Oilfield Commodities*, 74 M.C.C. 459, and further restricted against combining or joining the authority granted herein with any other authority held by applicant to transport contractors' equipment, machinery, and supplies, for the purpose of performing any through transportation service; 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. Because it is possible that other persons, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 100666 (Sub-No. 101) (Republication), filed May 25, 1967, published FEDERAL REGISTER issue of June 15, 1967, and republished this issue. Applicant: MELTON TRUCK LINES, INC., Box 7295, Shreveport, La. 71107. Applicant's representative: Wilburn L. Williamson, 450 American National Building, Oklahoma City, Okla. 71102. By application filed May 25, 1967, 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 flakeboard and/or particleboard, when made from wood chips, wood shavings, sawdust, or ground wood with added liquid resin binder, from the plantsite or warehouse facilities of International Paper Co., at or near Gifford, Ark., to points in 24 States, including Arkansas. An order of the Commission, Operating Rights Board dated October 16, 1967, and served October 26, 1967, 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 *flakeboard and particleboard*, from the plantsite or storage facilities of International Paper Co., located at or near Gifford, Ark., to points in Alabama, Colorado, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, and Wisconsin; 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. Because it is possible that other parties, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest, may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 113855 (Sub-No. 149) (Republication), filed January 16, 1967, published FEDERAL REGISTER issue of February 1, 1967, and republished this issue. Applicant: INTERNATIONAL TRANSPORT, INC., South Highway 52, Rochester, Minn. 55902. Applicant's representative: Gene P. Johnson, 502 First National Bank Building, Fargo, N. Dak. 58102. By application filed January 16, 1967, 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 (1) Irrigation systems, and parts for irrigation systems, from points in Douglas County, Nebr. (except Omaha, Nebr., and points in its commercial zone), to points in Alabama, Connecticut, Delaware, Florida, Georgia, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Rhode Island, Vermont, Virginia, and

West Virginia; (2) (a) pipe, accessories, and fittings when moving in the same vehicle with pipe, tubing, and electric light poles, and (b) materials, equipment, and supplies used in installation and maintenance of electric light poles when moving with such light poles, from points in Douglas County, Nebr. (except Omaha, Nebr., and points in its commercial zone), to points in the United States on and east of a line beginning at the mouth of the Mississippi River, and extending along the Mississippi River to its junction with the western boundary of Itasca County, Minn., thence northward along the western boundaries of Itasca and Koochiching Counties, Minn., to the international boundary line between the United States and Canada. Restriction: Restricted against the transportation of commodities which by reason of size or weight require the use of special equipment and oilfield commodities, as described in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, 229, in (1) and (2) above. The application was referred to Examiner William J. Kane for hearing and the recommendation of an appropriate order thereon. Hearing was held on February 20 and 21, 1967, at Omaha, Nebr.

A report and order of the Commission, Division 1, served September 14, 1967, which became effective October 16, 1967, by notice served October 24, 1967, as amended, finds that the present and future public convenience and necessity require operation by applicant as common carriers by motor vehicle, in interstate or foreign commerce, over irregular routes of (1) *irrigation systems*, from the plantsite of Valmont Industries, Inc., located at or near Valley, Nebr., to points in Alabama, Connecticut, Delaware, Florida, Georgia, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, and West Virginia, and (2) *pipe, tubing, light poles, mast arms, brackets, bases, and accessories*, from the plantsite of Valmont Industries, Inc., located at or near Valley, Nebr., to points in Minnesota, Iowa, Missouri, Arkansas, and Louisiana, and States located east thereof, restricted to traffic originating at the above plantsite, further restricted against the transportation of commodities which by reason of size or weight require the use of special equipment, and against the transportation of oilfield commodities as described in *Mercer Extension—Oilfield Commodities*, 74 M.C.C. 459, and further restricted against combining or joining the authority granted herein with any other authority held by applicant to transport contractors' equipment machinery, and supplies, for the purpose of performing any through transportation service; 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. Because it is possible that other persons, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

No. MC 128669 (Sub-No. 3) (Republication), filed June 12, 1967, published FEDERAL REGISTER issue of June 29, 1967 and republished this issue. Applicant: A. E. MORRIS, Route No. 3, Virgilina, Va. Applicant's representative: Henry W. McLaughlin III, Halifax, Va. 24558. By application filed June 12, 1967, 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 plant mix, granular asphalt, in bulk, and crushed stone and sand from and to the points substantially as indicated below. An order of the Commission, Operating Rights Board dated October 16, 1967, and served November 1, 1967, 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: (A) *Asphalt*, in bulk, and *sand* (1) from the site of the W. E. Graham Vulcan Materials Quarry located 3 miles north of South Boston, Va., (2) from the Southern Materials Quarry located at or near Bracey (Mecklenburg County), Va., (3) from the site of a quarry located about 2 miles north of Buggs Island (Mecklenburg County), Va., and (4) from the site of a quarry located about 2 miles east of Edgerton, Va., to points in Person, Granville, Vance, and Warren Counties, N.C.

(B) *Crushed stone and sand*, (1) from the site of the W. E. Graham Vulcan Materials Quarry, to Roxboro, N.C., (2) from the site of the Shelton quarry located in North Carolina south of Danville, Va., to Reidsville and Leaksville, N.C., and points in Rockingham and Caswill Counties, N.C., (3) from the site of a quarry located about 2 miles east of Edgerton, Va., to points in Halifax, Northampton, and Warren Counties, N.C.; and (C) *crushed stone*, (1) from the site of the W. E. Graham Vulcan Materials Quarry located 3 miles north of South Boston, Va., to points in Person and Granville Counties, N.C., and (2) from the site of a quarry located about 2 miles north of Buggs Island (Mecklenburg County), Va., to points in Vance and Granville Counties, N.C.; 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. Because it is possible that other parties, who have relied upon the notice of the application as published, may have an interest in and would be prejudiced by the lack of proper notice of the authority described in the findings in this order, a notice of the authority actually granted will be published in the FEDERAL REGISTER and issuance of a certificate in this proceeding will be withheld for a period of 30 days from the date of such publication, during which period any proper party in interest may file a petition to reopen or for other appropriate relief setting forth in detail the precise manner in which it has been so prejudiced.

NOTICES OF FILING OF PETITIONS

No. MC 3332 (Notice of filing of petition for correction of certificate to restore portion of authority mistakenly revoked), filed October 20, 1967. Petitioner: HOMER J. MICKLETHWAITE, EXECUTOR OF THE ESTATE OF CHARLES H. OAKES, Portsmouth, Ohio. Petitioner's representative: Earl N. Merwin, 85 East Gay Street, Columbus, Ohio 43215. By certificate dated January 9, 1941, petitioner was authorized to transport, over irregular routes: (1) *Natural stone*, rough quarried, sawed, chipped, dressed, polished, or otherwise treated, from McDermott, Ohio, *to points and places in Boone, Kenton, Campbell, Pendleton, Bracken, Mason, Lewis, Greenup, Boyd, and Lawrence Counties, Ky.*, those in that part of Pennsylvania bounded by a line beginning at the Pennsylvania-Maryland State line and extending along U.S. Highway 522 to Lewistown, Pa., thence along U.S. Highway 322 to junction U.S. Highway 119, thence along U.S. Highway 119 to Indiana, Pa., thence along U.S. Highway 422 to the Pennsylvania-Ohio State line, and thence along the Pennsylvania-Ohio, Pennsylvania-West Virginia, and Pennsylvania-Maryland State lines to point of beginning, and those in West Virginia west and north of a line beginning at Williamson, W. Va., and extending along U.S. Highway 52 to Bluefield, W. Va., and thence along U.S. Highway 219 to the West Virginia-Maryland State line, including points and places on the indicated portions of the highways specified; (2) *steel*, structural or fabricated, (a) from *Portsmouth, Ohio, to Louisville, Ky., and the above-specified destination points;* (b) from Huntington, W. Va., to Cleveland, Ohio; (c) from Pittsburgh, Pa., to Georgetown and Youngstown, Ohio. In June 1949, petitioner requested that the Commission revoke that portion of his authority in MC 3332 "with respect to the State of Kentucky." The certificate issued June 9, 1950, not only eliminated reference to the State of Kentucky, but also eliminated reference to authority to transport steel, structural or fabricated, "from Portsmouth, Ohio, to the above-specified destination points." By the instant petition, petitioner requests that the certificate be reissued so as to include the above authority which it claims was mistakenly revoked. Any interested person desiring to participate, may file an original and six copies of his written representations, views or argument in support of, or against the petition within 30 days from

the date of publication in the FEDERAL REGISTER.

No. MC 115841 (Sub-No. 135) (Notice of filing of petition to modify its certificate), filed October 27, 1967. Petitioner: COLONIAL REFRIGERATED TRANSPORTATION, INC., Birmingham, Ala. Petitioner's representative: C. E. Wesley, Post Office Box 2169, Birmingham, Ala. 35201. Petitioner is authorized in No. MC 115841 (Sub-No. 135) to transport: *Foods, and food preparations*, raw or manufactured, and *foodstuffs* raw and manufactured except such commodities as are already included in the commodities described above, in vehicles equipped with mechanical refrigeration, from Brundidge, Huntsville, Birmingham, and Decatur, Ala., to points in Connecticut, Delaware, Indiana (except points in Lake County, Ind.), Kentucky, Maryland, Massachusetts, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Virginia, West Virginia, and Wisconsin (except Kenosha, Milwaukee, and Racine, Wis., and the commercial zones of Kenosha, Milwaukee, and Racine, as defined by the Commission), with no transportation for compensation on return except as otherwise authorized. Restriction: The service authorized herein is subject to the following conditions: The authority granted herein is restricted against the movement of any traffic which has as its origin any point in Florida. The authority granted herein is restricted to the transportation of mixed loads of perishable and nonperishable commodities. The authority granted herein to the extent that it duplicates any authority heretofore granted to or now held by carrier shall not be construed as conferring more than one operating right. By the instant petition, petitioner seeks to modify the above-portion of the certificate whereby it would read the same except that sentence which reads: "The authority granted herein is restricted to the transportation of mixed loads of perishable and nonperishable commodities." Petitioner states it has no objection to the other portion of the restriction remaining in effect which concerns traffic from the State of Florida. Petitioner seeks to remove only that portion of the restriction in its certificate which requires *mixed loads* of perishable and nonperishable commodities to be moved at the same time. Any interested person desiring to participate, may file an original and six copies of his written representations, views or argument in support of, or against the petition within 30 days from the date of publication in the FEDERAL REGISTER.

No. MC 118803 and No. MC 118803 (Sub-No. 2) (Notice of filing of petition for reconsideration and modification of permits), filed October 19, 1967. Petitioner: ATLANTIC TRUCK LINES, INC., Paterson, N.J. Petitioner's representative: Athur H. Priest, 71-23 Austin Street, Forest Hills, N.Y. 11375. Petitioner holds a permit in No. MC 118803 authorizing the transportation of roofing materials, from Clark, N.J., Philadelphia, Pa., Charleston, S.C., Birmingham, Ala., and Shreveport, La., to points in Florida south and east of the Suwannee River; and sheet metal, sheet metal products, and sheet metal working tools other than power; air conditioning and heating ducts, pipes, elbows, fittings, vents, dampers, flues, grills, registers, insulating materials and adhesives; rain carrying gutters, downspouts, eaves, valleys, elbows and fittings and roof ventilators, from the plantsite of L. Bieler & Sons, Inc., and National Elbow & Fitting Corp. located at Hauppauge, Suffolk County, Long Island City and Rochester, N.Y., Newark, N.J., Philadelphia, Lancaster, and Pittsburgh, Pa., Martins Ferry, Ohio, Chicago, Ill., Baltimore, Md., Atlanta, Ga., and Birmingham, and Gadsden, Ala., to points in Florida south and east of the Suwannee River; and returned shipments of the commodities specified above, from points in Florida south and east of the Suwannee River; and returned shipments of the commodities specified above, from points in Florida south and east of the Suwannee River, to their respective origin points, under continuing contract, or contracts with Southern Metal Products, Inc., of Miami, Fla. Floor coverings, from New York, N.Y., South Plainfield, N.J., Chicago, Ill., and Jackson, Miss., to points in Florida south and east of the Suwannee River; and returned shipments, on return, limited to a transportation service to be performed under a continuing contract, or contracts, with Southern Tile Supply Corp., of Miami, Fla.

Air conditioning and heating ducts, pipes, elbows, fittings, vents, dampers, flues, grills, registers, and rain carrying gutters, downspouts, eaves, valleys, elbows and fittings and roof ventilators, from the plantsite of L. Bieler & Sons, Inc., and National Elbow & Fitting Corp. located at Hauppauge, Suffolk County, and Long Island City, N.Y., to points in Massachusetts, Rhode Island, Connecticut, New York, Pennsylvania, Ohio, Delaware, Maryland, Virginia, North Carolina, Georgia, Alabama, and that part of New Jersey south of U.S. Highway 30; and returned shipments, on return (no authority is granted hereinabove to transport commodities in bulk, in tank vehicles). Air conditioning and heating ducts, pipes, elbows, fittings, vents, dampers, flues, grills, registers, rain carrying gutters, down spouts, eaves, valleys, elbows and fittings and roof ventilators, from the plantsite of L. Bieler & Sons, Inc., and National Elbow & Fitting Corp. located at Hauppauge, Suffolk County, and Long Island City, N.Y., to points in Kentucky, Tennessee, Iowa, Indiana, West Virginia, Illinois, South Carolina, New Hampshire, Maine, Michigan, Mississippi, Vermont, Wisconsin, points in Florida north and west of the Suwannee River, points in New Jersey north of U.S. Highway 30, and points in Audrain, Callaway, Crawford, Franklin, Gasconade, Jefferson, Lincoln, Monroe, Montgomery, Perry, Pike, Ralls, St. Charles, Saint Francois, St. Louis, St. Louis City, Ste. Genevieve, Warren, and Washington Counties, Mo., and returned shipments on return, restricted to a transportation service to be performed, under a continuing contract, or contracts, with the L. Bieler & Sons, Inc., of Long Island City, N.Y., and National Elbow & Fitting Corp., of Long Island City, N.Y.

In No. MC 118803 (Sub-No. 2), petitioner holds a permit authorizing the transportation of air conditioning and heating ducts, pipes, elbows, fittings, vents, dampers, flues, grills, registers, rain carrying gutters, downspouts, eaves, valleys, elbows and fittings and roof ventilators, from Hauppauge, Suffolk County, N.Y., and Long Island City, N.Y., to points in Arkansas, Kansas, Louisiana, Nebraska, Oklahoma, Texas, and Missouri (except points in Audrain, Callaway, Crawford, Franklin, Gasconade, Jefferson, Lincoln, Monroe, Montgomery, Perry, Pike, Ralls, St. Charles, St. Francois, St. Louis City, Ste. Genevieve, Warren, and Washington Counties), with no transportation for compensation on return except as otherwise authorized, limited to a transportation service to be performed under a continuing contract, or contracts with L. Bieler & Sons, Inc., and National Elbow & Fitting Corp., both of Hauppauge, Suffolk County, N.Y., and Long Island City, N.Y. By the instant petition, petitioner seeks to add the following contracting shippers: Bieler International Corp., and Southern Diversified Industries, Inc., both of Hauppauge, Suffolk County, N.Y. Any interested person desiring to participate, may file an original and six copies of his written representations, views or argument in support of, or against the petition within 30 days from the date of publication in the FEDERAL REGISTER. Petitioner shall, within a period of 30 days from the date of this publication, file verified statements in support of the petition (including appropriate evidence of shipper support for the modification proposed).

No. MC 119903 (Subs 2, 5, and 6) (Notice of Filing of Petition To Modify Permits), filed October 25, 1967. Petitioner: D. J. WALRAVEN, 2713 Maple Drive, Rome, Ga. Petitioner's representative: Monty Schumacher, 1375 Peachtree Street NE., Suite 693, Atlanta, Ga. 30309. Petitioner is authorized in No. MC 119903 Sub 2 to transport, over irregular routes: (1) *Fertilizer and feed*, in bulk or in bags, from Guntersville, Birmingham, Cullman, Gadsden, and Sheffield, Ala., to points in that part of Georgia on and north of the south and east line of Troup, Coweta, Spalding, Butts, Jasper, and Putnam Counties, and on and west of U.S. Highway 441; and to points in Knox, Blount, Sevier, and Anderson Counties, Tenn., with no transportation for compensation on return except as otherwise authorized; from Carrollton, Savannah, and Cordele, Ga., to points in that part of Alabama on and north of U.S. Highway 78 and on and east of U.S. Highway 11; and to points in Knox, Blount, Sevier, and Anderson Counties, Tenn., with no transportation for compensation on return except as otherwise authorized; (2) *feed ingredients*, from Guntersville, Ala., to points in that part of Georgia on and north of the south and east line of Troup,

Coweta, Spalding, Butts, Jasper, and Putnam Counties, and on and west of U.S. Highway 441; and to points in Knox, Blount, Sevier, and Anderson Counties, Tenn., with no transportation for compensation on return except as otherwise authorized; (3) *farm supplies*, from Gadsden, Ala., to points in that part of Georgia on and north of the south and east line of Troup, Coweta, Spalding, Butts, Jasper, and Putnam Counties, and on and west of U.S. Highway 441; and to points in Knox, Blount, Sevier, and Anderson Counties, Tenn., with no transportation for compensation on return except as otherwise authorized;

(4) *Field fence posts*, from Sweetwater, Tenn., to points in that part of Georgia on and north of the south and east line of Troup, Coweta, Spalding, Butts, Jasper, and Putnam Counties, and on and west of U.S. Highway 441; and to points in that part of Alabama on and north of U.S. Highway 78 and on and east of U.S. Highway 11, with no transportation for compensation on return except as otherwise authorized; (5) *field fencing wire*, from Savannah, Ga., to points in that part of Alabama on and north of U.S. Highway 78 and on and east of U.S. Highway 11, and to points in Knox, Blount, Sevier, and Anderson Counties, Tenn., with no transportation for compensation on return except as otherwise authorized. Restriction: The operations authorized herein are limited to a transportation service to be performed, under a continuing contract or contracts, with Farmers Mutual Exchanges of Rome and LaFayette, Ga., and Cleveland, Tenn. In MC 119903 Sub 5, petitioner is authorized to transport, over irregular routes: *Fertilizer and fertilizer materials*, in bags and in bulk, from Tyner, Tenn., to points in Georgia located on or north of U.S. Highway 80, with no transportation for compensation on return except as otherwise authorized. Restriction: The operations authorized herein are limited to a transportation service to be performed, under a continuing contract, or contracts, with Cotton Producers' Association of Atlanta, Ga. In MC 119903 Sub 6, petitioner is authorized to transport, over irregular routes: (6) *Feed*, in bulk, from Calhoun, Ga., to points in that part of Alabama on and east of a line beginning at the Alabama-Tennessee State line and extending along U.S. Highway 72 to Scottsboro, Ala., thence along Alabama Highway 79 to junction U.S. Highway 431, thence along U.S. Highway 431 to Gadsden, Ala., thence along Alabama Highway 77 to junction Alternate U.S. Highway 231, thence along Alternate U.S. Highway 231 to Sylacauga, Ala., thence along U.S. Highway 280 to the southern boundary of Talladega County, Ala., and thence east along the southern boundaries of Talladega, Clay, and Randolph Counties, Ala., to the Georgia-Alabama State line, with no transportation for compensation on return except as otherwise authorized. Restriction: The operations authorized herein are limited to a transportation service to be performed, under a continuing contract, or contracts with Cotton Producers' Association of Atlanta, Ga., and its affiliates. By the instant petition, petitioner seeks to modify his outstanding permits to include Morris Feed & Seed Co., Rome, Ga., as an additional contracting shipper. Any interested person desiring to participate, may file an original and six copies of his written representations, views, or argument in support of, or against the petition within 30 days from the date of publication in the FEDERAL REGISTER.

No. MC 126835 (Sub-No. 11) (Notice of Filing of Petition for Authority To Add Shipper), filed October 27, 1967. Petitioner: EDGAR BISCHOFF, doing business as CASKET DISTRIBUTORS, West Harrison, Ind., Rural Route 2, Post Office Harrison, Ohio 45030. Petitioner is authorized in No. MC 126835 (Sub-No. 11) to transport, over irregular routes: *Caskets, and casket displays and funeral supplies* when moving at the same time and in the same vehicle with caskets, from Cincinnati, Ohio, to points in the United States (except Alaska and Hawaii); and *returned shipments* of caskets, casket displays, and funeral supplies, from the above-designated destination points to Cincinnati, Ohio. Restriction: The operations authorized herein are limited to a transportation service to be performed under a continuing contract, or contracts with the Crane & Breed Casket Co. of Cincinnati, Ohio. By the instant petition, petitioner requests permission to add Edwards Manufacturing Co. as a shipper. Any interested person desiring to participate, may file an original and six copies of his written representations, views, or argument in support of, or against the petition within 30 days from the date of publication in the FEDERAL REGISTER.

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-9908 (correction) (WERNER TRANSPORTATION CO.—Control and Merger—CONTINENTAL TRANSPORTATION LINES, INC.), published in the October 25, 1967, issue of the FEDERAL REGISTER on page 14809. Transaction should also include: Authority sought for control by WERNER TRANSPORTATION CO., 2500 West County Road C, Roseville, Minn. 55113, of RAND EXPRESS FREIGHT LINES, INC., Continental Square, Graham Street, McKees Rocks, Pa. 15136, and for acquisition by HARVEY L. WERNER, also of Roseville, Minn., of control of RAND EXPRESS FREIGHT LINES, INC., through the acquisition by WERNER TRANSPORTATION CO. Operating rights sought to be controlled: (A) *General commodities*, excepting, among others, household goods and commodities in bulk, as a *common carrier*, over regular routes, between New York, N.Y., and Boston, Mass., between New Haven, Conn., and Boston, Mass., between Springfield, Mass., and Williamstown, Mass., between Providence, R.I., and New Bedford, Mass., between junction Massachusetts Highway 3A and Massachusetts Highway 128, and Gloucester, Mass., between Boston, Mass., and Worcester, Mass., between Leominster, Mass., and Greenfield, Mass., between Lowell, Mass., and Fall River, Mass., between New Bedford, Mass., and junction Massachusetts Highways 140 and 24, between Providence, R.I., and junction Massachusetts Highways 122 and 2, between Providence, R.I., and Springfield, Mass., between Providence, R.I., and Hartford, Conn., between New London, Conn., and Hartford, Conn., between junction U.S. Highway 20 and Massachusetts Highway 169 and junction Connecticut Turnpike and Connecticut Highway 2; serving all intermediate points and all off-route points in Connecticut, Rhode Island, and Massachusetts, with restrictions; (B) *general commodities*, excepting, among others, household goods and commodities in bulk, between Philadelphia, Pa., and New York, N.Y., between Albany, N.Y., and New York, N.Y.; serving all intermediate and certain off-route points, between Waterford, N.Y., and New York, N.Y., serving all intermediate points; and *general commodities*, excepting, among others, household goods and commodities in bulk, over irregular routes, between Albany, N.Y., on the one hand, and, on the other, points within 15 miles of Albany, from New York, N.Y., and Yonkers, N.Y., to points in New Jersey within 15 miles of New York, from points in Boston, Mass., commercial zone, as defined by the Commission, to points in Connecticut, and those in New Jersey within 15 miles of New York.

No. MC-F-9922. Authority sought for purchase by RITEWAY EXPRESS, INC., 285 Old Hook Road, Westwood, N.J., of a portion of the operating rights of KING'S EXPRESS, INC., 509 Susquehanna Avenue, Old Forge, Pa. 18518, and for acquisition by CHARLES N. KAUFMAN, 25 Clinton Avenue, Westwood, N.J., ADELAIDE M. KAUFMAN, 15 John Street, Spring Valley, N.Y., and GEORGE S. FREEMAN, 231 Kinderkamack Road, Westwood, N.J., of control of such rights through the purchase. Applicant's attorney and representative: Carl Carey, 700 Scranton Life Building, Scranton, Pa., and Charles H. Trayford, 137 East 36th Street, New York, N.Y. 10016. Operating rights sought to be transferred: *General commodities*, except those of unusual value, classes A and B explosives, and commodities requiring special equipment, as a *common carrier*, over irregular routes, between points in Orange, Rockland, and Ulster Counties, N.Y., and Pike County, Pa., on the one hand, and, on the other, points in Westchester, Kings, Queens, Bronx, Richmond, and New York Counties, N.Y., and those in Bergen, Passaic, Sussex, Hudson, Essex, Union, and Morris Counties, N.J. Vendee is authorized to operate as a *common carrier* in New York, and New Jersey.

Application has not been filed for temporary authority under section 210a(b).

No. MC-F-9923. Authority sought for purchase by C. A. WHITE TRUCKING COMPANY, 4641 Greenville Avenue, Dallas, Tex. 75206, of the operating rights of D. E. McALISTER GRAHAM, doing business as McALISTER TRUCKING CO., Post Office Box 2377, Abilene, Tex. 79604, and for acquisition by FRANK CRANE, also of Dallas, Tex., of control of such rights through the purchase. Applicants' attorney: James W. Hightower, 136 Wynnewood Professional Building, Dallas, Tex. 75224. Operating rights sought to be transferred: *Machinery, equipment, materials, and supplies* used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of natural gas, and petroleum and their products, and by-products; and *machinery, equipment, materials, and supplies* used in, or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, including the stringing and picking up thereof, except the stringing and picking up of pipe in connections with main pipelines, as a *common carrier*, over irregular routes, between points in Texas, on the one hand, and, on the other, points in Wyoming, Utah, and Montana; *machinery and equipment* used in, or in connection with the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of sulphur and its products, and *materials and supplies* (not including sulphur) used in, or in connection with, the discovery, development, production, refining, manufacture, processing, storage, transmission, and distribution of sulphur and its products, restricted to the transportation of shipments of materials and supplies moving to or from exploration, drilling, production, job, construction, plant (including refining, manufacturing, and processing plant) sites or storage sites, between points in Texas, on the one hand, and, on the other, points in Wyoming; *machinery, equipment, materials, and supplies*, used in, or in connection with, the construction, operation, repair, servicing, maintenance, and dismantling of pipelines, other than pipelines used for the transmission of natural gas, petroleum, their products and by-products, water, or sewerage, restricted to the transportation of shipments moving to or from pipeline rights-of-way, between points in Texas, on the one hand, and, on the other, points in Wyoming, Utah, and Montana; *machinery, equipment, materials, and supplies* used in or in connection with, the drilling of water wells, between points in Texas, on the one hand, and, on the other, points in Wyoming, Utah, and Montana. Vendee is authorized to operate as a *common carrier* in Oklahoma, Kansas, Texas, Arkansas, Illinois, New Mexico, and Colorado. Application has not been filed for temporary authority under section 210a(b).

No. MC-F-9924. Authority sought for control by VALLERIE'S TRANSPORTATION SERVICE, INC., Connecticut Avenue, Norwalk, Conn., of THE DARCEY TRANSPORTATION COMPANY, INC., 18 West Dover Street, Waterbury, Conn. 06720, and for acquisition by JOHN E. VALLERIE, SR., Indian Spring Road, Rowayton, Conn., ALBERT E. VALLERIE, SR., Wolfpit Road, Norwalk, Conn., and STANLEY E. DABROWSKI, 41 Canterbury Lane, Wilton, Conn., of control of THE DARCEY TRANSPORTATION COMPANY, INC., through the acquisition by VALLERIE'S TRANSPORTATION SERVICE, INC. Applicants' attorneys: Thomas W. Murrett, 410 Asylum Street, Hartford, Conn., and Walter R. Griffin, 48 Leavenworth Street, Waterbury, Conn. 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 Bridegport, Conn., and Boston, Mass., between Hartford, Conn., and New Bedford, Mass., between Providence, R.I., and New Bedford, Mass., between Coventry, Conn., and Providence, R.I., between Providence, R.I., and Boston, Mass., between Hartford, Conn., and North Wilbraham, Mass., between points in Connecticut, serving all intermediate and certain off-route points; *general commodities*, with exceptions as above, over irregular routes, between points in Connecticut on the one hand, and, on the other, points in Massachusetts and Rhode Island. VALLERIE'S TRANSPORTATION SERVICE, INC., is authorized to operate as a *common carrier* in Connecticut, New York, New Jersey, and Massachusetts. Application has been filed for temporary authority under section 210a(b).

No. MC-F-9925. Authority sought for purchase by MIDWESTERN EXPRESS, INC., Fort Scott, Kans., of a portion of the operating rights of JERRY LIPPS, INC., 130 South Frederick Street, Cape Girardeau, Mo., and for acquisition by DANNY ELLIS, also of Fort Scott, Kans., of control of such rights through the purchase. Applicants' attorneys: John E. Jandera, 641 Harrison, Topeka, Kans. 66603, and Stuart Symington, Jr., 434 Paul Brown Building, 818 Olive Street, St. Louis 1, Mo. Operating rights sought to be transferred: *Sugar*, in bags or packages, as a *common carrier*, over irregular routes, from New Orleans, Gramercy, Houma, Mathews, Reserve, and Supreme, La., to points in Illinois (except Chicago and the commercial zone thereof), Indiana, Iowa, Kansas, Kentucky (except Louisville and the commercial zone thereof), Missouri (except Kansas City and St. Louis and the respective commercial zones thereof), Ohio, and Tennessee (except Memphis and the commercial zone thereof), from Gramercy, Mathews, New Orleans, Reserve, Southdown, and Supreme, La., to points in Arkansas. Vendee is authorized to operate as a *common carrier* in Texas, Colorado, Iowa, Kansas, Oklahoma, Nebraska, North Dakota, South Dakota, Louisiana, Montana, Wyoming, New Mexico, Arizona, Minnesota, Missouri, Wisconsin, and Illinois. Application has not been filed for temporary authority under section 210a(b).

No. MC-F-9926. Authority sought for purchase by R. D. FOWLER MOTOR LINES, INC., Post Office Box 1128, High Point, N.C., of a portion of the operating rights of BYRD MOTOR LINE, INCORPORATED, Post Office Box 787, Lexington, N.C., and for acquisition by GEORGE L. HUNDLEY, State Commercial Bank, Thomasville, N.C., and BOYD C. ROYAL, also of High Point, N.C., of control of such rights through the purchase. Applicants' attorney: William Addams, Suite 527, 1776 Peachtree Building, Atlanta, Ga. 30309. Operating rights sought to be transferred: *New furniture*, as a *common carrier*, over irregular routes, from points in North Carolina within 25 miles of High Point, N.C., to points in Connecticut, Delaware, Maryland, New Jersey, New York, and Pennsylvania. Vendee is authorized to operate as a *common carrier* in North Carolina, Virginia, Delaware, Pennsylvania, Maryland, and the District of Columbia. Application has been filed for temporary authority under section 210a(b).

No. MC-F-9927. Authority sought for purchase by WILLERS, INC., doing business as WILLERS TRUCK SERVICE, 1400 North Cliff Avenue, Sioux Falls, S. Dak. 57101, of the operating rights of H. L. CRAMER, 1109 East Third Street, Sioux Falls, S. Dak. 57101, and for acquisition by CLIFFORD F. WILLERS, 1400 North Cliff Avenue, Sioux Falls, S. Dak. of control of such rights through the purchase. Applicants' attorney: R. G. May, 412 West Ninth Street, Sioux Falls, S. Dak. 57104. Operating rights sought to be transferred: *Hardware, farm machinery, binder twine, and lubricating oil and grease*, as a *common carrier*, over irregular routes, between Sioux Falls, S. Dak., on the one hand, and, on the other, Minneapolis and St. Paul, Minn.; *agricultural implements*, between Moline and East Moline, Ill., certain specified points in Iowa, Omaha, Nebr., and Sioux Falls, S. Dak.; and *agricultural machinery and implements*, as described in appendix XII to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, *agricultural machinery and implements parts* when moving with the machines or implements on which they are to be installed, and *agricultural tractors*, from Sioux Falls, S. Dak., to certain specified points in Iowa and Minnesota. Vendee is authorized to operate as a *common carrier* in South Dakota, Minnesota, Iowa, Nebraska, and North Dakota. Application has not been filed for temporary authority under section 210a(b).

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-13193; Filed, Nov. 7, 1967; 8:47 a.m.]

NOTICE OF FILING OF MOTOR CARRIER INTRASTATE APPLICATIONS

NOVEMBER 3, 1967.

The following application 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. This application is governed by Special Rule 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 and shall not be addressed to or filed with the Interstate Commerce Commission.

State Docket (no number given), filed October 18, 1967. Applicant: GIL McKEEN, doing business as BLACK OTTER EXPRESS, 2321 Belknap Avenue, Billings, Mont. 59101. Certificate of public convenience and necessity sought to operate a freight service as follows: Transportation of class B service from Billings, Mont., to Roundup, and Forsyth, Mont., over U.S. Highways 87 and 12 serving all intermediate points. Carriage of general commodities not to exceed 5,000 pounds in any one shipment. Applicant also requires interstate authority to serve this same route with shipments of goods, merchandise, and material moving in interstate traffic.

HEARING: Not yet assigned for hearing. Requests for procedural information, including the time for filing protests concerning this application should be addressed to the Public Service Commission of Montana, Helena, Mont. 59601, and should not be directed to the Interstate Commerce Commission.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-13194; Filed, Nov. 7, 1967; 8:47 a.m.]

[Notice 488]

MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

NOVEMBER 3, 1967.

The following are notices of filing of applications for temporary authority under section 210a(a) of the Interstate Commerce Act provided for under the new rules of Ex Parte No. MC 67 (49 CFR Part 340) published in the FEDERAL REGISTER, issue of April 27, 1965, effective July 1, 1965. These rules provide that protests to the granting of an application must be filed with the field official named in the FEDERAL REGISTER publication, within 15 calendar days after the date of notice of the filing of the application is published in the FEDERAL REGISTER. One copy of such protest must be served on the applicant, or its authorized representative, if any, and the protests must certify that such service has been made. The protests must be specific as to the service which such protestant can and will offer, and must consist of a signed original and six copies.

A copy of the application is on file, and can be examined at the Office of the Secretary, Interstate Commerce Commission, Washington, D.C., and also in the field office to which protests are to be transmitted.

MOTOR CARRIERS OF PROPERTY

No. MC 35628 (Sub-No. 281 TA) (Republication), filed August 24, 1967, published FEDERAL REGISTER issue of September 2, 1967, and republished this issue. Applicant: INTERSTATE MOTOR FREIGHT SYSTEM, 134 Grandville Avenue SW., Grand Rapids, Mich. 49502. Applicant's representative: J. M. Neath, Jr., 1 Vandenberg Center, Grand Rapids, Mich. 49502. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except classes A and B explosives, household goods as defined by the Commission, and commodities in bulk, (1) between plantsites and warehouses of Rockwell-Standard Corp., at or near Winchester, Ky., and Louisville, Ky.; from Winchester over U.S. Highway 60 to Lexington, thence over U.S. Highway 421 to Frankfort and thence over U.S. Highway 60 to Louisville; and (2) between plantsites and warehouses of Rockwell-Standard Corp., at or near Winchester, Ky., and Cincinnati, Ohio, from Winchester over U.S. Highway 227 to Paris, and thence over U.S. Highway 27 to Cincinnati; and return over the same routes, serving no intermediate points in (1) and (2) above, for 180 days. NOTE: Applicant states it intends to tack at Louisville, Ky., and Cincinnati, Ohio, with authority presently held by it. Supporting Shipper: Rockwell-Standard Corp., Winchester, Ky. 40391. Send protests to: C. R. Flemming, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 221 Federal Building, Lansing, Mich. 48933.

No. MC 47142 (Sub-No. 94 TA), filed October 31, 1967. Applicant: C. I. WHITTEN TRANSFER COMPANY, 200 19th Street, Post Office Box No. 1833, Huntington, W. Va. 25719. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Explosives*, moving on Government bills of lading; between West Hanover, Mass., and Picatinny Arsenal, N.J., Aberdeen Proving Grounds and Edgewood Arsenal, Md., and Charleston, S.C., for 150 days. (NOTE: Applicant states it does not intend to tack the authority here applied for to other authority held by it, or to interline with other carriers.) Send protests to: H. R. White, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 3202 Federal Office Building, Charleston, W. Va. 25301.

No. MC 59557 (Sub-No. 10 TA), filed October 31, 1967. Applicant: AUCLAIR TRANSPORTATION, INC., 41 McGregor Street, Manchester, N.H. 03102. Applicant's representative: Mary E. Kelley, 10 Tremont Street, Boston, Mass. 02108. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Packinghouse products*, in shipper owned trailers, from Manchester, N.H., to Wilder, Vt., for 150 days. Supporting shipper: Wilson & Co. Inc., 9 Hills Avenue, Concord, N.H. 03301. Send protests to: District Supervisor, Ross J. Seymour, Bureau of Operations, Interstate Commerce Commission, 24 Hanover Street, Lebanon, N.H. 03766.

No. MC 107107 (Sub-No. 386 TA), filed October 24, 1967. Applicant: ALTERMAN TRANSPORT LINES, INC., 2424 Northwest 46th Street, Post Office Box 458, Miami, Fla. 33142. Applicant's representative: Ford W. Sewell (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Impregnated broadgoods*, in vehicles equipped with mechanical refrigeration, from Dallas, Tex., to Bridgeport, Conn., Bethpage, Long Island, N.Y., Moosup, Conn., Morton, Pa., Wauregan, Conn., Mineola, Long Island, N.Y., Buffalo, N.Y., and Monson, Mass.; the traffic involved will originate in Costa Mesa, Calif., by Frozen Food Express Co., Dallas, Tex., MC 108207, and applicant will interline at Dallas, Tex., for 180 days. Supporting shipper: Reliable Manufacturing Inc., 1880 Whittier Street, Costa Mesa, Calif. Send protests to: Joseph B. Teichert, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 1226, 51 Southwest First Avenue, Miami, Fla. 33130.

No. MC 107403 (Sub-No. 732 TA), filed October 31, 1967. Applicant: MATLACK, INC., 10 West Baltimore Avenue, Lansdowne, Pa. 19050. Applicant's representative: John Nelson (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Sodium phosphate*, in bulk, in dump vehicles, from Kearny, N.J., to Cleveland, Ohio, for 180 days. Supporting shipper: Monsanto Co., 800 North Lindbergh Boulevard, St. Louis, Mo. 63166. Send protests to: Ross A. Davis, District Supervisor, Interstate Commerce Commission, 900 U.S. Customhouse, Second and Chestnut Streets, Philadelphia, Pa. 19106.

No. MC 126835 (Sub-No. 15 TA) (Correction), filed October 2, 1967, published FEDERAL REGISTER issue of November 10, 1967, and republished as corrected this issue. Applicant: EDGAR BISCHOFF, doing business as CASKET DISTRIBUTORS, Rural Route No. 2, West Harrison, Ind. 45030. Applicant's representative: Jack B. Josselson, Atlas Bank Building, Cincinnati, Ohio 45202. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Caskets, casket displays and funeral supplies* when moving with caskets; from York, Pa.; to Dearborn, Grand Rapids, and Saginaw, Mich.; Miami and Tampa, Fla.; Wichita, Kans.; Minneapolis, Minn.; Omaha, Nebr.; Oklahoma City, Okla.; and Milwaukee, Wis.; for 180 days. NOTE: The purpose of this republication is to include Minneapolis, Minn.; and Omaha, Nebr.; as destinations, which were omitted from

previous publication. Supporting shipper: York Hoover Corp., York, Pa. Send protests to: Bureau of Operations, Interstate Commerce Commission, 802 Century Building, 36 South Pennsylvania Street, Indianapolis, Ind. 46204.

No. MC 129387 (Sub-No. 1 TA), filed October 31, 1967. Applicant: BILL PAYNE, doing business as PAYNE TRUCKING COMPANY, 413 15th Street West, Billings, Mont. 59102. Applicant's representative: Franklin S. Longan, Suite 319, Securities Building, Billings, Mont. 59101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products and meat byproducts*, from Billings, Mont., and points within 5 miles thereof, to points in Illinois, Minnesota, Wisconsin, and Colorado, for 180 days. Supporting shipper: Midland Empire Packing Co., Inc., Post Office Box 1375, Billings, Mont. 59102. Send protests to: Paul J. Labane, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 251 U.S. Post Office Building, Billings, Mont. 59101.

No. MC 129418 TA (Republication), filed September 27, 1967, published FEDERAL REGISTER issue of October 7, 1967, and republished this issue. Applicant: M&V EXPRESS, INC., 827 North Madison, Tulsa, Okla. 74106. Applicant's representative: William D. Shea (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, between Tulsa, Okla., and the Kansas-Oklahoma border, serving the intermediate points of Vinita, Afton, Miami, Commerce, Cardin, Pitcher, and Quapaw, Okla., over U.S. Highways 66 and 69; also Interstate Highway 1-44 as an alternate route only, for 180 days. NOTE: The purpose of this republication is to include the tacking information which was omitted from the previous publication. Applicant intends to interline at Miami and Tulsa, Okla. Supporting shipper: Miami Chamber of Commerce, Miami, Okla.; Vinita Flag & Apron Co., Vinita, Okla.; C&L Supply, Inc., Vinita, Okla.; Vinita Chamber of Commerce, Vinita, Okla. Send protests to: C. L. Phillips, District Supervisor, Interstate Commerce Commission, Bureau of Operations, Room 350, American General Building, 210 Northwest Sixth, Oklahoma City, Okla. 73102.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-13195; Filed, Nov. 7, 1967; 8:47 a.m.]

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