

FEDERAL REGISTER

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Agencies in this issue—

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Atomic Energy Commission
Civil Aeronautics Board
Civil Service Commission
Commodity Credit Corporation
Consumer and Marketing Service
Customs Bureau
Defense Department
Emergency Preparedness Office
Engineers Corps
Federal Aviation Administration
Federal Communications Commission
Federal Power Commission
Federal Trade Commission
Indian Affairs Bureau
International Commerce Bureau
Interstate Commerce Commission
Land Management Bureau
Maritime Administration
Securities and Exchange Commission
Small Business Administration
State Department
Wage and Hour Division

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CODE OF FEDERAL REGULATIONS

(As of January 1, 1969)

Title 18—Conservation of Power and Water Resources (Revised) -----	\$4.00
Title 32—National Defense (Parts 1000–1199) (Revised) -----	1.50
Title 49—Transportation (Parts 1000–1199) (Revised) _	1.25

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Rules and Regulations

Title 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, Department of the Army

PART 207—NAVIGATION REGULATIONS

Crooked River (Inland Route), Mich.

Pursuant to the provisions of section 7 of the River and Harbor Act of August 8, 1917 (40 Stat. 266; 33 U.S.C. 1), § 207.476 governing the use, administration and navigation of a lock in Crooked River, Alanson, Mich., is hereby amended with respect to paragraph (c), changing the schedule for operating the lock, effective upon publication in the FEDERAL REGISTER, as follows:

§ 207.476 The Inland Route—lock in Crooked River, Alanson, Mich.; use, administration, and navigation.

- (c) *Schedule of seasonal operation.*
 (1) April 15 through May 31—6 a.m., e.s.t., to 10 p.m., e.s.t., daily.
 (2) June 1 through August 31—5 a.m., e.s.t., to 10 p.m., e.s.t., daily.
 (3) September 1 through November 15—6 a.m., e.s.t., to 10 p.m., e.s.t., daily.

[Regs., June 3, 1969, ENGOW-ON] (Sec. 7, 40 Stat. 266; 33 U.S.C. 1)

For the Adjutant General.

HAROLD SHARON,
*Chief, Legislative and Precedent
 Branch, Management Division,
 TAGO.*

[F.R. Doc. 69-6892; Filed, June 11, 1969; 8:45 a.m.]

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 213—EXCEPTED SERVICE

Department of Health, Education, and Welfare

Section 213.3316 is amended to show that the position of the Commissioner of Vocational Rehabilitation now is in the Social and Rehabilitation Service and to show that the position of Confidential Assistant to the Commissioner of Vocational Rehabilitation is excepted under Schedule C. Effective on publication in the FEDERAL REGISTER, paragraph (b) of § 213.3316 is revoked, and subparagraphs (7) and (8) are added to paragraph (c) of § 213.3316 as set out below.

§ 213.3316 Department of Health, Education, and Welfare.

(c) *Social and Rehabilitation Service.* * * *

(7) Commissioner of Vocational Rehabilitation.

(8) One Confidential Assistant to the Commissioner of Vocational Rehabilitation.

(5 U.S.C. 3301, 3302, E.O. 10577, 3 CFR 1954-1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
*Executive Assistant to
 the Commissioners.*

[F.R. Doc. 69-6922; Filed, June 11, 1969; 8:47 a.m.]

PART 213—EXCEPTED SERVICE

Department of Housing and Urban Development

Section 213.3384 is amended to show that the position of Private Secretary to the Assistant Secretary for Research and Technology is excepted under Schedule C. Effective on publication in the FEDERAL REGISTER, paragraph (g) is added to § 213.3384 as set out below.

§ 213.3384 Department of Housing and Urban Development.

(g) *Office of the Assistant Secretary for Research and Technology.*

(1) One Private Secretary to the Assistant Secretary.

(5 U.S.C. 3301, 3302, E.O. 10577, 3 CFR 1954-1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,
*Executive Assistant to
 the Commissioners.*

[F.R. Doc. 69-6923; Filed, June 11, 1969; 8:47 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Administration, Department of Transportation

[Airworthiness Docket No. 69-SW-33; Amdt. 39-778]

PART 39—AIRWORTHINESS DIRECTIVES

Bell Model 206A Helicopters

Amendment 39-768 (34 F.R. 8157), AD 69-11-4, requires:

(1) The installation of the directional control adjustable balance spring and a friction clamp.

(2) The proper adjustment of the spring and friction clamp.

(3) The installation of flat head screws in place of protruding head screws on the right and left side of the instrument console adjacent to the pilots' pedals on Bell Model 206A helicopters.

After issuing Amendment 39-768, the agency determined that the instructions for adjusting the spring required an additional clarifying statement. Therefore, the AD is being amended to require the installation and adjustment of the spring and friction clamp in accordance with the corrected instructions as stated in Bell Helicopter Co. Service Bulletin No. 206A-5, Reissue dated May 23, 1969, or later FAA-approved revision or in accordance with instructions approved by the Chief, Engineering and Manufacturing Branch, Flight Standards Division, Southwest Region, FAA. In addition, the parenthetical statement at the end of the AD is being amended to add Maintenance and Overhaul Instructions Interim Revision No. 206A-69-22.

Since this amendment provides a clarification only and imposes no additional burden on any person, notice and public procedure hereon are unnecessary and the amendment may be made effective in less than 30 days.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (31 F.R. 13697), § 39.13 of Part 39 of the Federal Aviation Regulations, Amendment 39-768 (34 F.R. 8157), AD 69-11-4, is amended as follows:

1. In paragraphs (a) and (b), by striking out the words "Revision A, dated May 15, 1969", and inserting the words "Reissue dated May 23, 1969" in place thereof.

2. In the parenthetical statement at the end of the AD, by inserting after "May 15, 1969", the phrase "and No. 206A-69-22 dated May 23, 1969, * * *".

This amendment becomes effective June 14, 1969.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1421, 1423; sec. 6(c), Department of Transportation Act; 49 U.S.C. 1655(c))

Issued in Fort Worth, Tex., on June 2, 1969.

HENRY L. NEWMAN,
Director, Southwest Region.

[F.R. Doc. 69-6914; Filed, June 11, 1969; 8:47 a.m.]

[Docket No. 68-EA-108; Amdt. 39-777]

PART 39—AIRWORTHINESS DIRECTIVES

Canadair Aircraft

On Page 15219 of the FEDERAL REGISTER for October 11, 1968, the Federal Aviation Administration published a proposed airworthiness directive which

would require inspection of certain interspar wing ribs of the Canadair CL-44 type airplanes.

Interested parties were given 30 days after publication in which to submit written data or views. No objections to the proposed regulations have been received.

In view 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 of the Federal Aviation Regulations is hereby amended by adopting the rule, effective June 27, 1969 as follows:

1. In the compliance section of the proposed airworthiness directive delete the words "after the effective date of this AD".

(Sec. 313(a), 601, 603, Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1421, 1423, sec. 6(c), Department of Transportation Act; 49 U.S.C. 1655(c))

Issued in Jamaica, N.Y., on May 29, 1969.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

CANADAIR: Applies to CL-44 Type Airplanes. To detect cracks in certain interspar ribs accomplish the following:

(a) Inspect for cracks the corners of the access cutouts in the interspar ribs at wing stations in accordance with the "Inspection Procedure" outlined in Canadair Service Information Circular (SIC) No. 373 dated June 11, 1968, disregarding paragraphs 3 and 4, or later FAA-approved revision, or an FAA-approved equivalent inspection.

(b) Replace cracked parts before further flight with a part of the same part number or an FAA-approved equivalent part, or repair cracked parts before further flight in accordance with Canadair Service Bulletin No. 475, or an FAA-approved equivalent repair.

(c) The repetitive inspection required by (a) need not be performed if each of the above ribs are reinforced in accordance with Canadair Service Bulletin No. 475, or an FAA-approved equivalent alteration.

(d) Equivalent parts, inspections, alterations, repairs and SIC revisions must be approved by the Chief, Engineering and Manufacturing Branch, FAA, Eastern Region.

(e) The compliance times may be increased by the Chief, Engineering and Manufacturing Branch, FAA Eastern Region, upon receipt of substantiating data through an FAA maintenance inspector.

[F.R. Doc. 69-6915; Filed, June 11, 1969; 8:47 a.m.]

[Airspace Docket No. 69-SO-61]

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

Alteration of Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the Greensboro, N.C., transition area.

The Greensboro transition area is described in § 71.181 (34 F.R. 4637 and 6519). In the description, an extension is predicated on the Greensboro VOR TAC 034° radial. Since the final approach radial of AL-178-VOR/DME-RWY 23 instrument approach procedure

will be changed from 034° to 035°, effective June 26, 1969, it is necessary to alter the description to reflect this change.

Since this amendment is minor in nature, notice and public procedure hereon are unnecessary and action is taken herein to amend the description accordingly.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0901 G.m.t., June 26, 1969, as hereinafter set forth.

In § 71.181 (34 F.R. 4637), the Greensboro, N.C., transition area (34 F.R. 6519) is amended as follows: " * * * within 2 miles each side of the Greensboro VOR TAC 034° radial * * * " is deleted and " * * * within 2 miles each side of the Greensboro VORTAC 035° radial * * * " is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348(a); sec. 6(c), Department of Transportation Act; 49 U.S.C. 1655(c))

Issued in East Point, Ga., on June 3, 1969.

JAMES G. ROGERS,
Director, Southern Region.

[F.R. Doc. 69-6918; Filed, June 11, 1969; 8:47 a.m.]

[Airspace Docket No. 69-CE-26]

PART 73—SPECIAL USE AIRSPACE

Alteration of Restricted Area

The purpose of this amendment to Part 73 of the Federal Aviation Regulations is to change the designated altitudes of Restricted Area R-6901, Camp McCoy, Wis., from Flight Level 250 to 25,000 feet MSL.

It is the policy of the Federal Aviation Administration to designate the altitudes of restricted areas established to accommodate surface-to-surface missile firing in feet above mean sea level. Consequently, action is taken herein to change the designated altitudes of R-6901 from Flight Level 250 to 25,000 feet MSL.

Since this amendment is minor and editorial in nature, notice and public procedure hereon is unnecessary and for this reason may be made effective without regard to the 30-day period preceding effectiveness.

In consideration of the foregoing, Part 73 of the Federal Aviation Regulations is amended, effective upon publication in the FEDERAL REGISTER, as hereinafter set forth.

In § 73.69 (34 F.R. 4853), R-6901, is amended by deleting "Surface to Flight Level 250." and substituting "Surface to 25,000 feet MSL." therefor.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act; 49 U.S.C. 1655(c))

Issued in Washington, D.C., on June 4, 1969.

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

[F.R. Doc. 69-6916; Filed, June 11, 1969; 8:47 a.m.]

[Airspace Docket No. 69-SO-36]

PART 73—SPECIAL USE AIRSPACE

Alteration of Restricted Area

The purpose of this amendment to Part 73 of the Federal Aviation Regulations is to reduce the size of the Cape Kennedy Restricted Area R-2902B, Cape Kennedy, Fla.

The U.S. Air Force has requested that R-2902B be reduced to approximately one-sixth its present size, and the designated altitude from unlimited to 14,000 feet MSL. Action is taken herein to effect these changes.

Since this amendment will restore airspace to the public use and is minor in nature, notice and public procedure hereon are unnecessary and for that reason this amendment may be made effective in less than 30 days.

In consideration of the foregoing, Part 73 of the Federal Aviation Regulations is amended, effective immediately, as hereinafter set forth.

In § 73.29 (34 F.R. 4819), R-2902B Cape Kennedy, Fla., is amended to read as follows:

R-2902B CAPE KENNEDY, FLA.

Boundaries. Beginning at lat. 28°41'40" N., long. 80°35'00" W.; to lat. 28°38'00" N., long. 80°47'02" W.; to lat. 28°45'00" N., long. 80°37'50" W.; to point of beginning.

Designated altitudes. Surface to 14,000 feet MSL.

Time of designation. Continuous.

Controlling agency. Federal Aviation Administration, Miami ARTC Center.

Using agency. Commander, Air Force Eastern Test Range, Patrick AFB, Fla.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348; sec. 6(c), Department of Transportation Act; 49 U.S.C. 1655(c))

Issued in Washington, D.C., on June 4, 1969.

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

[F.R. Doc. 69-6917; Filed, June 11, 1969; 8:47 a.m.]

Title 7—AGRICULTURE

Subtitle A—Office of the Secretary of Agriculture

PART 1—ADMINISTRATIVE REGULATIONS

Subpart B—Departmental Proceedings

SUBPOENAS ISSUED PURSUANT TO FEDERAL MEAT INSPECTION ACT AND THE POULTRY PRODUCTS INSPECTION ACT

Section 407 of the Federal Meat Inspection Act as added by the Wholesome Meat Act, Public Law 90-201 (21 U.S.C. 677), and section 22 of the Poultry Products Inspection Act as added by the Wholesome Poultry Products Act, Public Law 90-492 (21 U.S.C. 467d) authorize the Secretary of Agriculture to issue subpoenas pursuant to the provisions in 15 U.S.C. 49, for the efficient administration and enforcement of the Federal Meat Inspection Act and the Poultry Products Inspection Act.

Concurrent authority to issue such subpoenas is hereby delegated to the Administrator, Consumer and Marketing Service, or to any person acting in his stead and to the Inspector General of this Department, or to any person acting in his stead.

The Department's regulations in 7 CFR 1.29 currently provide for the issuance of subpoenas in connection with efficient administration and enforcement of the Federal Meat Inspection Act as amended by the Wholesome Meat Act. The regulation is hereby amended to include the issuance of subpoenas in connection with the efficient administration and enforcement of the Poultry Products Inspection Act as amended by the Wholesome Poultry Products Act.

Section 1.29 is amended as follows:

1. Paragraph (a) (6) is redesignated as (a) (7) and amended, and a new paragraph (a) (6) added to read:

§ 1.29 Subpoenas relating to meat inspection program.

(a) * * *

(6) *Poultry Products Inspection Act.* The Poultry Products Inspection Act (71 Stat. 441, as amended by the Wholesome Poultry Products Act, Public Law 90-492, 21 U.S.C. 451 et seq.).

(7) *Investigation.* Any investigation, inquiry, inspection, or audit conducted by the Consumer and Marketing Service or by the Office of the Inspector General, U.S. Department of Agriculture, relating to efficient administration and enforcement of the Federal Meat Inspection Act or the Poultry Products Inspection Act.

2. Paragraph (c) (2) is amended by adding after the word "affidavit" the words "or certification".

(Sec. 407, 34 Stat. 1260, as added by Public Law 90-201, 81 Stat. 599, 21 U.S.C. 677; sec. 22, 71 Stat. 441, as added by Public Law 90-492, 82 Stat. 807, 21 U.S.C. 467d, implementing 15 U.S.C. 49)

This amendment shall be effective upon publication in the FEDERAL REGISTER.

Done at Washington, D.C., this 7th day of June 1969.

CLIFFORD M. HARDIN,
Secretary of Agriculture.

[F.R. Doc. 69-6927; Filed, June 11, 1969; 8:48 a.m.]

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

[Valencia Orange Reg. 280]

PART 908—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

§ 908.580 Valencia Orange Regulation 280.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and

Order No. 908, as amended (7 CFR Part 908, 33 F.R. 19829), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations and information submitted by the Valencia Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such Valencia oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this 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 Valencia oranges 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 Valencia oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; 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 June 10, 1969.

(b) *Order.* (1) The respective quantities of Valencia oranges grown in Arizona and designated part of California which may be handled during the period June 13, 1969, through June 19, 1969, are hereby fixed as follows:

- (i) District 1: 210,000 cartons;
 - (ii) District 2: 399,000 cartons;
 - (iii) District 3: 91,000 cartons.
- (2) As used in this section, "handler," "District 1," "District 2," "District 3,"

and "carton" 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: June 11, 1969.

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

[F.R. Doc. 69-7051; Filed, June 11, 1969; 12:11 p.m.]

PART 950—IRISH POTATOES GROWN IN MAINE

Approval of Expenses

Notice of rule making regarding the proposed expenses to be effective under Marketing Agreement No. 122, as amended, and Order No. 950, as amended (7 CFR Part 950), regulating the handling of Irish potatoes grown in the State of Maine, was published in the April 23, 1969, FEDERAL REGISTER (34 F.R. 6787). This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.). The notice afforded interested persons an opportunity to submit data, views, or arguments pertaining thereto not later than 30 days following publication in the FEDERAL REGISTER. None was filed.

After consideration of all relevant matters, including the proposals set forth in the aforesaid notice which were recommended by the Maine Potato Marketing Committee, established pursuant to the said marketing agreement and order, it is hereby found and determined that:

§ 950.213 Expenses.

(a) The reasonable expenses that are likely to be incurred by the Maine Potato Marketing Committee, established pursuant to Marketing Agreement No. 122 and Order No. 950, both as amended, to enable such committee to perform its functions under provisions of the amended marketing agreement and order during the fiscal period ending August 31, 1969, will amount to \$6,400.

(b) The funds for this budget will come from the committee's account established pursuant to paragraph (b) of § 950.47 *Refunds*.

(c) Terms used in this section 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 June 6, 1969, to become effective 30 days after publication in the FEDERAL REGISTER.

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

[F.R. Doc. 69-6926; Filed, June 11, 1969; 8:48 a.m.]

Title 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

SUBCHAPTER A—ARMED SERVICES PROCUREMENT REGULATIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

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

PART 1—GENERAL PROVISIONS

1. A new § 1.304-3 is added and § 1.323 is revoked, as follows:

§ 1.304-3 Purchase of patented items when Government is a licensee.

Award of a contract shall not be refused to a bidder/offeree merely because he is not the owner of or a licensee under any patent involved in the procurement. If, at the time a solicitation is issued, the Government is obligated to pay royalties applicable to the proposed procurement because of a preexisting license agreement between the Government and a patent owner, the solicitation shall so state and shall: (a) Identify the patents and specify the royalty rate; and (b) advise that an amount equal to the royalty which the Government will be required to pay under the license agreement will be added as an evaluation factor to each bid/offeree unless the bidder/offeree includes in his bid/offeree a statement that he is the owner of or a licensee under the patents. (See §§ 2.201(a) (17) and (20) and 3.501(b) (15) and (17) of this chapter.)

§ 1.323 Procurement of natural rubber for tires, tubes, tire recapping, and recapping materials. [Revoked]

PART 2—PROCUREMENT BY FORMAL ADVERTISING

2. In § 2.201, the introductory text of the section and subparagraphs (a) (12), (17), (20), and (41) are revised, and new subparagraphs (43) and (44) are added; in paragraph (b), subparagraph (20) is revoked and new subparagraphs (34), (35), and (36) are added; and § 2.407-8 is revoked, as follows:

§ 2.201 Preparation of invitation for bids.

Forms used in inviting bids are prescribed in Subparts A and D, Part 16 of this chapter. Invitations for bids shall contain the applicable information described in paragraphs (a), (b), and (c) of this section and any other information required for a particular procurement. All such information shall be set forth in full in the solicitation rather than incorporated by reference except that:

Standard forms consisting of general provisions (contract clauses) may be incorporated by reference to the form number, form name, and edition date; and

Other general provisions authorized by Part 7 of this chapter may be incorporated by reference to the ASPR paragraph number, clause title, and date of clause, in accordance with § 7.001 of this chapter.

No other contract clauses shall be incorporated by reference. Pen and ink entries, deletions, or alterations shall not be made in an invitation for bids after it has been prepared for distribution. If a change is necessary after reproduction of the invitation for bids, the Standard Form 30 (Amendment of Solicitation/Modification of Contract) shall be used (see § 16.101 of this chapter) except that its use for construction contracts is optional (see § 16.401-1(i) of this chapter).

(a) * * *

(12) Bid guarantee, performance bond and payment bond requirements, if any (see Subpart A, Part 10 of this chapter; and § 16.401-2(c) (3) (i) of this chapter; and § 18.801 of this chapter). If a bid bond or other form of bid guarantee is required, the solicitation shall include the provision required by § 10.102-4 of this chapter.

* * *

(17) Any authorized special provisions, necessary for the particular procurement, relating to such matters as progress payments (see Defense Contract Financing Regulations, § 163.71 of this chapter), patent licenses (see § 1.304-3 of this chapter), liquidated damages, profit limitations, escalation (see § 2.104-3), Buy American Act (see § 6.104-3 of this chapter), domestic wool preference (see § 6.304-2 of this chapter), procurement by barter (see § 4.503-5 of this chapter), etc.

* * *

(20) A statement of the exact basis upon which bids will be evaluated and award made, to include any Government costs or expenditures (other than bid prices) to be added or deducted, or any provision for escalation as factors for evaluation. (The amount of any royalty payable under the royalty sharing provisions of a previously accepted value engineering change proposal incorporated in the solicitation will be considered in evaluating offers when the value engineering change is one of two or more acceptable alternatives under the solicitation.) See also § 1.304-3 of this chapter.

* * *

(41) Unless exempted by § 12.805 of this chapter from inclusion of the Equal Opportunity clause, the following provisions:

A. On the face page or cover sheet of the solicitation, these notices:

1. Note the affirmative action program requirement of ASPR 12-815 which may apply to the contract resulting from this solicitation.

2. Note the certification of nonsegregated facilities in this solicitation. Bidders, offerors, and applicants are cautioned to note the "Certification of Nonsegregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause. (1969 JANUARY)

B. Certification of nonsegregated facilities (applicable to contracts, subcontracts, and to agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause). By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): Notice to prospective subcontractors of requirement for certification of nonsegregated facilities. A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 F.R. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). (1968 MARCH)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(43) If pursuant to § 1.1504 (c), (d), or (e) of this chapter, options are to be evaluated for award, the applicable Evaluation of Options provision shall be inserted.

(44) When the contract is for the purchase of a patented item for which the

Government is a licensee (§ 1.304-3 of this chapter), include a provision substantially as follows.

The Government is obligated to pay a royalty applicable to the proposed procurement because of a license agreement between the Government and the patent owner. The patent number is _____ and the royalty rate is _____. If the bidder is the owner of, or a licensee under the patent, he may so state in his bid, otherwise his bid will be evaluated by adding to his bid an amount equal to the royalty.

(b) * * *
(20) [Revoked]

(34) If required by § 12.808-2 of this chapter, the following notice of Procurement On Site Equal Opportunity Compliance Review.

PREAWARD ON SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (1969 JANUARY)

In accordance with regulations of the Office of Federal Contract Compliance, 41CFR60.1, effective 1 July 1968, an award in the amount of \$1 million or more will not be made under this solicitation unless the bidder and each of his known first-tier subcontractors (to whom he intends to award a subcontract of \$1 million or more) are found on the basis of a compliance review, made within the six (6) month period next preceding the award, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

(35) If the contract contains the Safety Precautions for Ammunition, Explosives, Other Dangerous Materials, and Materials Hazardous to Health clause prescribed by §§ 7.104-79, 7.204-49, 7.303-20, 7.403-24, 7.705-24, 7.902-29, and 7.1003-15 of this chapter, a statement (by reference to Departmental regulation or manual or otherwise) of the procedures to be followed in submitting accident or incident reports required by paragraph (e) of the clause.

(36) If the contract is for a brand-name or equal item, the statements required by § 1.1206-3 (a) and (b) of this chapter.

§ 2.407-3 Purchase of patented items when a patent indemnity clause is to be included in the contract. [Revoked]

PART 3—PROCUREMENT BY NEGOTIATION

3. In § 3.501(b), the introductory text and subparagraphs (10), (15), and (17) are revised; subparagraph (53) is revoked; subparagraphs (69), (70), and (71) are revised; and new subparagraphs (72), (73), (74), (75), (76), and (77) are added, as follows:

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

(b) Generally, requests for proposals or quotations shall be in writing. However, in appropriate cases as prescribed in paragraph (c) of this section, proposals or quotations may be solicited orally. Solicitations shall contain the information necessary to enable a prospective offeror to prepare a proposal or quotation

properly. All such information shall be set forth in full in the solicitation rather than incorporated by reference except that: Standard and DD ASPR forms consisting of general provisions (contract clauses) authorized by Part 7 of this chapter may be incorporated by reference to the form number, form name, and edition date; and other general provisions authorized by Part 7 of this chapter may be incorporated by reference to the ASPR paragraph number, clause title, and date of clause, in accordance with § 7.001 of this chapter. No other contract clauses shall be incorporated by reference. Written requests shall be as complete as possible and normally should contain the following information if applicable to the procurements involved:

(10) Bid guarantee, performance bond and payment bond requirements, if any (see Subpart A, Part 10 of this chapter; § 16.401-2(c) (3) (i) of this chapter; and § 18.801 of this chapter). If a bid bond or other form of bid guarantee is required, the solicitation shall include the provision required by § 10.102-4 of this chapter.

(15) Special provisions necessary for the particular procurement, relating to such matters as progress payments (see Defense Contract Financing Regulations, § 163.71 of this chapter), patent licenses (see § 1.304-3 of this chapter), liquidated damages, Buy American Act (see §§ 6.104-3 and 18.509-4 of this chapter), or procurement by barter (see § 4.503-5 of this chapter);

(17) Identification of special factors, such as Government costs or other expenditures, including reliability and maintainability requirements, which must be considered in the evaluation of proposals or quotations (The amount of any royalty payable under the royalty sharing provisions of a previously accepted value engineering change proposal incorporated in the solicitation will be considered in evaluating offers when the value engineering change is one of two or more acceptable alternative under the solicitation.); see also § 1.304-3 of this chapter.

(53) [Revoked]

(69) Unless exempted by § 12.805 of this chapter from inclusion of the Equal Opportunity clause, the provisions set forth in § 2.201(a) (41) of this chapter regarding maintenance of segregated facilities and affirmative action;

(70) The applicable size standard and product classification (see §§ 1.701 and 1.703 of this chapter);

(71) The appropriate transportation solicitation provisions set forth in § 2.201 (b) (12), (13), and (25) through (33) of this chapter;

(72) If it is expected that the procurement will result in a fixed price contract not in excess of \$100,000 for which cost or pricing data will not be obtained, the

price representation provided in § 3.604-3(d) shall be set forth in a prominent place in the Schedule;

(73) If pursuant to § 1.1504 (c), (d), or (e) of this chapter, options are to be evaluated for award, the applicable Evaluation of Options provision shall be inserted;

(74) If the contract contains the Safety Precautions for Ammunition, Explosives, Other Dangerous Materials, and Materials Hazardous to Health clause prescribed by §§ 7.104-79, 7.204-49, 7.303-20, 7.403-24, 7.705-24, 7.902-29, and 7.1003-15 of this chapter, a statement (by reference to departmental regulation or manual or otherwise) of the procedures to be followed in submitting accident or incident reports required by paragraph (e) of the clause;

(75) If the contract is for a brand name or equal item, the statements required by § 1.1206-3 (a) and (b) of this chapter;

(76) Any requirement for royalty information to be furnished with the offer, proposal, or quotation (see § 9.110(a) of this chapter); and

(77) When the contract is for the purchase of a patented item for which the Government is a licensee (§ 1.304-3 of this chapter), include a provision substantially as follows:

The Government is obligated to pay a royalty applicable to the proposed procurement because of a license agreement between the Government and the patent owner. The patent number is _____ and the royalty rate is _____. If the bidder is the owner of, or a licensee under the patent, he may so state in his bid, otherwise his bid will be evaluated by adding to his bid an amount equal to the royalty.

PART 7—CONTRACT CLAUSES

4. New § 7.001 is added; § 7.101 is revised; the last sentence of § 7.103-2 is revised; § 7.103-4 is revised; in § 7.103-5, the introductory text of paragraph (e) is revised; and § 7.103-10 is revised, as follows:

§ 7.001 Incorporation of contract clauses by reference.

Contract clauses prescribed by this part which do not contain blanks to be filled by the offeror and which are not modified may be incorporated by reference in the solicitation (or, where the contract is not preceded by a written solicitation, in the contract itself), in accordance with §§ 2.201 and 3.501 of this chapter: *Provided*, That the Head of the Procuring Activity or his designee may restrict incorporation by reference for certain types of contracts.

§ 7.101 Applicability.

As used throughout this subpart, the term "fixed-price supply contract" shall mean any contract (a) entered into either by formal advertising or by negotiation other than (1) purchase orders (but see §§ 7.104-15 and 7.104-16), (2) short form negotiated supply contracts (see § 16.102-2(c) of this chapter), (3) letter contracts, (4) notices of award, and (5) supplemental agreements to contracts or purchase orders, which

do not effect new procurement; (b) at a fixed price (with or without provision for price redetermination, escalation, or other form of price revision as covered in § 3.404 of this chapter; and (c) for supplies other than (1) the construction, alteration, or repair of buildings, bridges, roads, or other kinds of real property, (2) experimental, developmental, or research work, or (3) facilities to be provided by the Government under a facilities contract as defined in Part 13 of this chapter. However, there are supply contracts in which performance involves cost-reimbursement, construction, research and development, or other special factors. In such cases, see the particular subparts containing additional applicable clauses.

§ 7.103-2 Changes.

In accordance with 10 U.S.C. 2306(f), prior to the pricing of any change order that is expected to exceed \$100,000, except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the contracting officer shall require the contractor to furnish a Certificate of Current Cost or Pricing Data (see § 3.807-4 of this chapter) and shall assure that the contract includes or is modified to include a defective pricing data clause (see § 7.104-29) and the audit clause required by § 7.104-41.

§ 7.103-4 Variation in quantity.

(a) Insert the following clause.

VARIATION IN QUANTITY (1949 JULY)

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

(b) In accordance with § 1.325 of this chapter, insert the following clause.

EXTENT OF QUANTITY VARIATION (1965 AUGUST)

The permissible variation under the clause of the General Provisions entitled "Variation in Quantity" shall be limited to:

Increase (Insert: -----% or none).

Decrease (Insert: -----% or none).

This increase or decrease shall apply to -----.

§ 7.103-5 Inspection.

(e) In accordance with § 14.101-1 of this chapter, insert the following clause:

§ 7.103-10 Federal, State, local, and foreign taxes.

(a) *Advertised and certain negotiated contracts.* In accordance with § 11.401-1 of this chapter, insert the clause set forth therein.

(b) *Noncompetitive negotiated contracts.* In accordance with § 11.401-2 of this chapter, insert the clause set forth therein.

(c) *Contracts in U.S. possessions or Puerto Rico.* In accordance with § 11.401-3, insert the clause set forth therein.

(d) *Foreign contracts not with foreign governments.* In accordance with § 11.403-2(a) of this chapter, insert the clause set forth therein.

(e) *Fixed-price contracts with foreign governments.* In accordance with § 11.403-2(b) of this chapter, insert the clause set forth therein.

5. Sections 7.103-18, 7.103-21, 7.104-1, and 7.104-2 are revised; § 7.104-7 is revoked; and §§ 7.104-8, 7.104-9, 7.104-12 (b), and 7.104-14 are revised, as follows:

§ 7.103-18 Equal opportunity clause.

(a) *Government contracts.* Except as provided in § 12.805 of this chapter, each Department shall include the following clause in each of its contracts (and modifications thereof if the clause was not included in the original contract) (see also § 12.804 of this chapter).

EQUAL OPPORTUNITY (1969 JANUARY)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may

be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) *Federally assisted construction contracts.* Except as provided in § 12.805 of this chapter, each Department shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction.

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION) (1969 JANUARY)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above Equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above Equal Opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon Contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

§ 7.103-21 Termination for convenience of the Government.

(a) In accordance with § 8.705-1(a) of this chapter, insert the clause set forth therein.

(b) In accordance with § 8.705-1(b) of this chapter, insert the clause set forth therein.

(c) In accordance with § 8.701(a) of this chapter, insert the clause set forth therein.

(d) The clause in § 8.706 of this chapter may be suggested for use in subcontracts in accordance with that section.

§ 7.104-1 Clauses for fixed price supply contracts involving construction work.

(a) In accordance with §§ 12.106 and 18.703 of this chapter, insert the clauses set forth in § 18.703.

(b) In accordance with § 18.509-5 of this chapter, insert the clause set forth therein in lieu of that set forth in § 6.104-5 of this chapter.

§ 7.104-2 Workmen's compensation and war hazard insurance overseas.

(a) In accordance with § 10.403(a) of this chapter, insert the following clause:

WORKMEN'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (1960 JANUARY)

The Contractor before commencing performance under this contract shall provide and thereafter maintain such Workmen's Compensation Insurance or security as is required by the Defense Base Act, as amended (42 U.S.C. 1651). The Contractor further agrees to insert in all subcontracts hereunder to which the Defense Base Act is applicable, a clause similar to this clause, including this sentence, imposing on all such subcontractors a like requirement to comply with the Defense Base Act.

(b) If a contract would otherwise be subject to § 10.403(a) but § 10.403(d) applies to some or all of the contractor's employees by reason of waiver by the Secretary of Labor, the provisions of § 10.502 (b) and (c) apply; and the following clause shall be included in the contract (see also § 10.403(e)).

WORKMEN'S COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (1968 JULY)

(a) This clause applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to Workmen's Compensation Insurance under the Defense Base Act (42 U.S.C. 1651). On behalf of such waived employees, the Contractor, before commencing performance under this contract shall provide, and thereafter maintain, at least such Workmen's Compensation Insurance or the equivalent as

may be required by the laws of the country of which such waived employees are nationals. The Contractor further agrees to insert in all subcontracts hereunder to which the Defense Base Act would be applicable but for the waiver, a clause similar to this paragraph (a), including this sentence, imposing on all such subcontractors a like requirement to provide such Workmen's Compensation Insurance coverage.

(b) This paragraph applies if the Contractor or any of his subcontractors employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act, as amended (42 U.S.C. 1701 et seq.). On behalf of such waived employees the Contractor shall subject to reimbursement as elsewhere herein provided, afford protection the same as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., with respect to the definition of war hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by Workmen's Compensation Insurance or equivalent. Unless the Contractor elects to directly assume the liability to subcontractor employees created by this clause, the Contractor further agrees to insert in all subcontracts hereunder to which the War Hazards Compensation Act would be applicable but for the waiver, a clause similar to this paragraph (b), including this sentence, imposing on all such subcontractors a like requirement to provide War Hazard benefits.

(c) When the clause in paragraph (b) of this section is required, the following clause shall also be inserted in the contract, but only if the Head of a Procuring Activity or his designee has decided that the contractor shall not purchase insurance against the liability described in § 10.403(d) (2) (see also § 10.502(c) of this chapter).

REIMBURSEMENT FOR WAR HAZARD LOSSES (1968 JULY)

(a) The Contractor's costs for assuming liability for employee protection against war hazard risks pursuant to paragraph (b) of the clause of this contract entitled "Workmen's Compensation and War Hazard Insurance" shall be an allowable cost under this contract, subject to the following:

(i) The Contractor shall submit proof of loss files to support payment or denial of each claim.

(ii) As soon as practicable, but no later than one year after the expiration or termination of this contract, unless the time shall be extended by Contracting Officer, the Contractor shall, convert each claim which has not been finally settled into a suitable arrangement under which the claim can be extinguished by the Contractor with a lump sum payment. Subject to approval by the Contracting Officer, the Contractor shall thereupon obtain necessary release documents and settle the claim by lump sum arrangement, taking into account any payments previously made.

(iii) As to any potential claim which is known to, or reasonably should be within the knowledge of, the Contractor at the time of final settlement under this contract, the Contractor shall, at that time, present to the Government a full report and evaluation, indicating as to each potential claim that a reasonable investigation of the circumstances

has been made, the results thereof, an evaluation of the merits, and an estimate of the amount involved should the potential claim mature into a valid obligation.

(iv) The cost of insurance against a liability reimbursable under this clause shall not be an allowable cost or otherwise recoverable under this contract.

(b) The Government may require the Contractor to assign to the Government in the manner, at the times, and to the extent directed by the Contracting Officer all right, title, and interest of the Contractor to any refund, rebate, or recapture arising out of any claim settlement. The Government may handle such assigned entitlements in such manner as it deems appropriate and may recover any benefits related to claim settlements.

(c) The Contractor shall, as soon as practicable after an occurrence which appears to give rise to a claim under this portion of the contract, perform such investigations as may be appropriate and promptly notify the Contracting Officer in writing of any additional amount estimated to be necessary to be obligated on account of such claim or potential claim. In addition, the Contractor shall give the Government or its representatives immediate written notice of any suit or action filed, the cost or expense of which may be reimbursable to the Contractor under this clause. The Contractor agrees to render full assistance to the Government in connection with any third party suit or claim relating to this clause or its subject matter which the Government elects to prosecute or defend in its own behalf.

§ 7.104-7 Patent rights. [Revoked]

§ 7.104-8 Reporting and refund of royalties.

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

(b) In accordance with § 9.110(d) of this chapter, insert the clause set forth therein.

(c) In accordance with § 9.111 of this chapter, insert the clause set forth therein.

§ 7.104-9 Rights in data.

(a) *Basic data clause.* In accordance with § 9.203 of this chapter, insert the clause set forth in § 9.203(b).

(b) *Notice of certain limited rights.* In accordance with § 9.203(c) of this chapter, add paragraph (h) set forth therein to the Basic Data Clause.

(c) *Technical data clause—specific acquisition.* In accordance with § 9.203 (d) of this chapter, insert the clause set forth therein.

(d) *Deferred ordering of technical data.* In accordance with § 9.203(e) of this chapter, insert the additional clause set forth therein.

(e) *Production of motion pictures, histories, and other works.* In accordance with § 9.204-2 of this chapter, insert the clause set forth therein.

(f) *Purchase of existing motion pictures or television recordings.* In accordance with § 9.205-2 of this chapter, insert the clause set forth therein.

(g) *Contracts to be performed outside the United States.* In accordance with § 9.206 of this chapter, insert the clause set forth therein.

(h) *Technical data—withholding payment.* In accordance with § 9.207 of this

chapter, insert the clause set forth in § 9.207-2(a).

(i) *Publication for sale.* The additional paragraph set forth in § 9.204-1 of this chapter may be added to the clause prescribed in paragraph (b) of this section, in accordance with § 9.204-1.

§ 7.104-12 Military security requirements.

(b) Contracts involving work to be performed outside the United States, its possessions, and Puerto Rico shall include, when required by the Department of Defense Industrial Security Regulation (DODISR) (see § 1.320 of this chapter), an appropriate security requirements clause as follows:

(1) The security requirements clause set forth in the DODISR for use in each country in which work is to be performed; or

(2) The clause set forth in paragraph (a) of this section, modified as appropriate, in the event the DODISR does not set forth a required clause or in the event that regulation merely prescribes the use of an "appropriate" clause.

§ 7.104-14 Utilization of small business concerns.

(a) In accordance with § 1.707-3(a) of this chapter, insert the clause set forth therein.

(b) In accordance with § 1.707-3(b) of this chapter, insert the clause set forth therein.

6. Sections 7.104-20, 7.104-22, and 7.104-24 are revised; new §§ 7.104-26 and 7.104-27 are added; § 7.104-29 is revised; and § 7.104-33 is revoked, as follows:

§ 7.104-20 Utilization of concerns in labor surplus areas.

(a) In accordance with § 1.805-3(a) of this chapter, insert the clause set forth therein.

(b) In accordance with § 1.805-3(b), insert the clause set forth therein.

§ 7.104-22 Linen supply service contracts.

In accordance with § 12.1004 of this chapter, insert the following clause.

LINEN SUPPLY SERVICE CONTRACTS (1968 SEPTEMBER)

In the absence of a wage determination issued under the McNamara-O'Hara Service Contract Act specifying a higher rate, the special minimum wage provisions of section 6(e) (2) of the Fair Labor Standards Act for linen supply service contracts entered into with the U.S. Government on or after February 1, 1967, shall apply to all employees (except those qualifying for the minimum wage and overtime exemption under section 13(a) (1) of the Fair Labor Standards Act) in an establishment providing such linen supply services. Such employees must be paid not less than \$1.15 per hour as of February 1, 1968, with annual increments of 15 cents per hour, as of February 1 each year, increasing to a minimum rate of \$1.60 per hour as of February 1, 1971. However, if more than 50 per centum of the gross annual dollar volume of sales made or business done by an establishment is derived from providing linen supply services under contracts or subcontracts with the United States, all employees

in the establishment (other than employees qualifying for the minimum wage and overtime exemption under section 13(a) (1) of the Fair Labor Standards Act) must be paid at least \$1.60 per hour as of February 1, 1968.

§ 7.104-24 Government property.

(a) *Government property clause.* In accordance with § 13.702(a) of this chapter, insert the clause set forth therein.

(b) *Overseas contracts.* If the contract is an overseas contract, insert the words "United States" before the words "Government" and "Government-furnished" wherever they appear in the clause prescribed in paragraph (a) of this section. Also, substitute the following paragraphs (d) and (k) for paragraphs (d) and (k) of the clause prescribed in paragraph (a) of this section in accordance with § 13.702(b) of this chapter.

(d) *Property administration.* The Contractor shall comply with the provisions of Appendix B, Armed Services Procurement Regulation, as in effect on the date of the contract, which is hereby incorporated by reference and made a part of this contract.

(k) *Communications.* All communications issued pursuant to this clause shall be in writing.

(c) *Negotiated contracts.* Substitute the paragraph (g) set forth in § 13.702 (c) of this chapter for paragraph (g) of the clause prescribed in paragraph (a) of this section.

(d) *Fixed-price with reimbursement provision.* If the supply or services contract sets out a fixed-price for a portion of the contract, include the clause prescribed in paragraph (a) of this section, but substitute the paragraph (c) set forth in § 13.708 of this chapter for paragraph (c) of the clause.

(e) *"As is" Government property.* In accordance with §§ 13.308 and 13.709 of this chapter, insert the clause set forth in § 13.709.

(f) *Short form contract.* In accordance with § 13.710 of this chapter, insert the short form clause set forth therein instead of the clause prescribed in paragraph (a) of this section.

(g) *Records of Government property.* In accordance with § 13.803 of this chapter, modify the clause prescribed in paragraph (a) of this section by adding to it the clause set forth in § 13.803.

§ 7.104-26 Special test equipment.

In accordance with § 13.705, insert the clause set forth therein.

§ 7.104-27 Options.

(a) In accordance with § 1.1506(a) of this chapter, insert a clause substantially as set forth therein.

(b) In accordance with § 1.1506(b) of this chapter, insert a clause substantially as set forth therein.

(c) In accordance with § 1.1506(c) of this chapter, insert a clause substantially as set forth therein.

(d) In accordance with § 1.1506(d) of this chapter, insert a clause substantially as set forth therein.

§ 7.104-29 Price reduction for defective cost or pricing data.

(a) The following clause shall be inserted in negotiated contracts which when entered into exceed \$100,000, except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In addition, the contracting officer shall include this clause in other negotiated contracts for which he has obtained a Certificate of Current Cost or Pricing Data in accordance with § 3.807-3(a)(3) of this chapter in connection with the initial pricing of the contract.

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (1967 NOVEMBER)

(a) If any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because the Contractor, or any subcontractor pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data—Price Adjustments" or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data or data not current as certified in the Contractor's Certificate of Current Cost or Pricing Data, then such price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction.

(b) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

NOTE: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the contractor and the subcontractor, provided that they are consistent with ASPR 23-203 relating to Disputes provisions in subcontracts. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

(b) Insert the following clause in all contracts, both formally advertised and negotiated, which when entered into exceed \$100,000 except those containing the clause set forth in paragraph (a) of this section.

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—PRICE ADJUSTMENTS (1967 NOVEMBER)

(a) This clause shall become operative only with respect to any change or other modification of this contract which involves a price adjustment in excess of \$100,000 except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause shall be limited to such price adjustments.

(b) If any price, including profit, or fee, negotiated in connection with any price adjustment under this contract was increased

by any significant sums because the Contractor or any subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data—Price Adjustments" or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data or data not current as of the date of execution of the Contractor's Certificate of Current Cost or Pricing Data, then such price shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction.

NOTE: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the contractor and the subcontractor. Provided, That they are consistent with ASPR 23-203 relating to Disputes provisions in subcontracts. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

(c) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) The requirement for inclusion of the clauses contained in paragraphs (a) and (b) of this section in contracts with foreign governments or agencies thereof may be waived in exceptional cases by the Head of a Procuring Activity, stating in writing his reasons for such determination.

§ 7.104-33 Taxes. [Revoked]

7. New § 7.104-36 is added; §§ 7.104-38, 7.104-45, 7.104-46, 7.104-50, 7.104-52, 7.104-53, and 7.104-54 are revoked; § 7.104-64 is revised; and new §§ 7.104-78, 7.104-79, 7.104-80, and 7.104-81 are added, as follows:

§ 7.104-36 Contracts conditioned upon the availability of funds.

In accordance with § 1.318 of this chapter, insert the clause set forth therein.

§ 7.104-38 Labor surplus area subcontracting program. [Revoked]

§ 7.104-45 Value engineering program requirement. [Revoked]

§ 7.104-46 Nonuse of foreign flag vessels engaged in Cuban and North Vietnam trade. [Revoked]

§ 7.104-50 Procurement of natural rubber for aircraft tires, tubes, tire recapping, and recapping materials. [Revoked]

§ 7.104-52 Special test equipment. [Revoked]

§ 7.104-53 Government property furnished "As is". [Revoked]

§ 7.104-54 Extent of quantity variation. [Revoked]

§ 7.104-64 Recovery of nonrecurring costs on non-U.S. Government sales of defense equipment.

In accordance with § 4.110(d) of this chapter, insert the following clauses, as appropriate.

(a) Recovery of nonrecurring costs on foreign sales.

RECOVERY OF NONRECURRING COSTS ON FOREIGN SALES (1968 SEPTEMBER)

(a) In the event the Contractor intends to enter into foreign sales or license agreements for the items in this contract or essentially similar items, he shall promptly notify the Contracting Officer. The Contractor agrees that he will adjust this contract by an amount or amounts calculated to reimburse the Government for a pro rata share of its expenditures for nonrecurring costs applicable to the items. In the event that this contract has been finally settled, adjustment shall be accomplished by payment to the Government.

(1) Nonrecurring costs include such costs as research development, test, evaluation, preproduction, facilities, special tooling, special test equipment, production engineering, product improvement, destructive testing, and pilot model production, testing, and evaluation.

(2) For each foreign sale or license agreement the amount to be reimbursed to the DoD for the DoD nonrecurring costs shall be determined by dividing the total DoD nonrecurring costs, incurred and projected to be incurred, by the total production quantity of the item, past and projected, including the production quantity for the DoD and multiplying the results by the quantity involved in each sale or license agreement.

(3) The phrase "foreign sales or license agreements" includes all sales to or license agreements with foreign buyers, including foreign governments and international organizations, whether made through the U.S. Government or directly by U.S. domestic firms.

(b) Notwithstanding the provisions of the clauses of this contract entitled "Patents Rights—(Licenses)" and "Rights in Technical Data," the Contractor agrees that his rights to enter into production for foreign sales of the items or essentially similar items are expressly contingent upon compliance with the provisions of this clause provided that the Secretary of Defense or his designee may waive the Government's rights under this clause, in whole or in part, whenever he determines that such action would be in the best interests of the Government.

(b) Recovery of nonrecurring costs on domestic commercial sales.

RECOVERY OF NONRECURRING COSTS ON DOMESTIC COMMERCIAL SALES (1968 SEPTEMBER)

(a) In the event the Contractor intends to enter into domestic commercial sales or license agreements for the items in this contract or essentially similar items, he shall promptly notify the Contracting Officer. The Contractor agrees that he will adjust this contract by an amount or amounts calculated to reimburse the Government for a pro rata share of its expenditures for nonrecurring costs applicable to the items. In the event that this contract has been finally settled, adjustment shall be accomplished by payment to the Government.

(1) Nonrecurring costs include such costs as research, development, test, evaluation, pre-production, facilities, special tooling, special test equipment, production engineering, product improvement, destructive testing, and pilot model production, testing, and evaluation.

(2) For each domestic commercial sale or license agreement the amount to be reimbursed to the DoD for the DoD nonrecurring costs shall be determined by dividing the total DoD nonrecurring costs, incurred and projected to be incurred, by the total production quantity of the item, past and projected, including the production quantity for the DoD and multiplying the results by

the quantity involved in each such sale or license agreement.

(3) The phrase "domestic commercial sales or license agreements" includes all domestic, non-U.S. Government sales or license agreements.

(b) Notwithstanding the provisions of the clauses of this contract entitled "Patents Rights—(Licenses)" and "Rights in Technical Data," the Contractor agrees that his rights to enter into production for domestic commercial sales of the items or essentially similar items are expressly contingent upon compliance with the provisions of this clause provided that the Secretary of Defense or his designee may waive the Government's rights under this clause, in whole or in part, whenever he determines that such action would be in the best interests of the Government.

§ 7.104-78 Health, safety, and accident prevention.

Except for contracts for fuels awarded by the Defense Fuel Supply Center, insert the following clause in contracts containing the clause in § 7.104-79, and in any other contract when the contracting officer deems it necessary for the protection of Government personnel or interest.

HEALTH, SAFETY, AND ACCIDENT PREVENTION (1968 DECEMBER)

If the Contracting Officer notifies the Contractor in writing of any noncompliance, in the performance of this contract, with safety and health rules and requirements prescribed on the date of this contract by applicable Federal, State, and local laws, ordinances, and codes, and the Contractor fails to take immediate corrective action, the Contracting Officer may order the Contractor to stop all or part of the work until satisfactory corrective action has been taken. Such an order to stop work shall not entitle the Contractor to an adjustment of the contract price or other reimbursement for resulting increased costs, or to an adjustment of the delivery or performance schedule.

§ 7.104-79 Safety precautions for ammunition, explosives, other dangerous materials, and materials hazardous to health.

Except for contracts for fuels awarded by the Defense Fuel Supply Center, insert the following clause (a) in all contracts for the manufacture of ammunition, explosives, cartridges, pyrotechnics, mines, bombs, grenades, chemical and biological fillers, fuzes, igniters, gas generators, demolition materials, fuels, solid and liquid propellants, rocket motors, nonnuclear warheads, explosive elements of ejection and aircrew escape systems, cartridge or propellant actuated devices, or any assembled kits or devices containing explosive materials; (b) in all contracts for the manufacture of acids, hazardous chemicals, biologicals and etiologies, or other materials of a toxic, radioactive, biological, or etiologic nature hazardous to the health of human, animal, or plant life; and

(c) In any other contract that may involve the development, testing, storage, manufacture, modification, renovation, demilitarization, packaging, transportation, handling, disposal, inspection, repair, or other use of ammunition, explosives, other dangerous materials, or other materials hazardous to health.

SAFETY PRECAUTIONS FOR AMMUNITION, EXPLOSIVES, OTHER DANGEROUS MATERIALS, AND MATERIALS HAZARDOUS TO HEALTH (1968 DECEMBER)

(a) As used in this clause:

(i) The term "ammunition and explosives" means all types of explosives, and includes but is not limited to ammunition, cartridges, pyrotechnics, mines, bombs, grenades, chemical and biological fillers, fuzes, igniters, gas generators, demolition materials, fuels, solid and liquid propellants, rocket motors, nonnuclear warheads, explosive elements of ejection and aircrew escape systems, cartridge or propellant actuated devices, and any assembled kits or devices containing explosive material;

(ii) The term "dangerous materials" means all dangerous material other than ammunition and explosives, such as flammable liquids and solids, oxidizing materials, corrosive liquids, compressed gases, poisons, and radioactive material; and

(iii) The term "materials hazardous to health" includes but is not limited to acids, hazardous chemicals, biologicals, etiologies, and other materials of a toxic, radioactive, biological, or etiologic nature, hazardous to the health of human, animal, or plant life.

(b) The Contractor shall comply with Contractor's Safety Manual for Ammunition, Explosives, and Related Dangerous Material (DoD Manual 4145.26-M); Publication entitled "The Handling and Storage of Liquid Propellants" and Radioactive Commodities in the DoD Supply Systems (Joint Manual AR 700-64, NAVSUPUB 5012, AFM 67-8, DSAM 4145.8, MCO P4400.105) insofar as those manuals are applicable to work under this contract.

(c) If shipment of explosives is to be made by military air or to an aerial port of embarkation, the Contractor shall comply also with the requirement for a shipper's certificate set forth in Packaging and Handling of Dangerous Materials for Transportation by Military Aircraft (Joint Manual TM 38-250, NAVWPS 15-03-500, AFM 71-4, DSAM 4145.3; MCO P4030.19).

(d) The Contractor shall comply also with the latest revision to the following requirements as applicable:

MIL-STD 120D; MIL-STD 130C; MIL-STD 444; MIL-STD 709A; MIL-STD 1168; MIL-STD 1167; and MIL-L-9931A.

(e) Immediately after an accident or incident involving ammunition, explosives, other dangerous materials, or materials hazardous to health, the Contractor shall notify the Contracting Officer by the most expeditious means. He also shall conduct an investigation and submit a report of the accident or incident to the Contracting Officer in accordance with procedures set forth or referenced in the Schedule of this contract.

(f) The requirements of this clause are minimum requirements. The Contractor agrees that he, and not the Government, is responsible for the safety of his personnel and property, and that of the general public, in connection with the performance of this contract; and that he is not entitled to rely on the requirements of this clause or on any Government surveillance or enforcement thereof, in discharging his responsibility or to impose liability of any kind on the Government.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), with appropriate changes in the designation of the parties, in every subcontract hereunder which involves ammunition and explosives, dangerous materials, or ma-

terials hazardous to health as defined in (a) above.

§ 7.104-80 Notice of radioactive materials.

Insert the following clause in all contracts for aircraft or missiles or major components thereof, electronic tubes or other items, containing materials which are or will become radioactive and which may present a health hazard.

NOTICE OF RADIOACTIVE MATERIALS (1969 APRIL)

(a) The Contractor shall notify the Contracting Officer, or his designee, in writing, prior to the delivery of, and prior to completion of any servicing required by this contract of, items containing either (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, and set forth in Title 10 CFR, in effect on the date of this contract, or (ii) radium or other radioactive material not requiring specific licensing but presenting a health hazard.

(b) This notice shall be given sufficiently in advance of delivery of the item or completion of the servicing to permit the Contracting Officer to obtain a license prior to delivery of the item or completion of the servicing. The notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the radioactive materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (BOB No. 38-R0273).

(c) All items, parts, or subassemblies which contain radioactive materials, and all containers in which items, parts, or subassemblies are delivered to the Government, shall be clearly marked and labeled as required by Military Specification MIL-M-19590C dated April 30, 1963, as amended August 24, 1964.

§ 7.104-81 Aircraft, missile, and space vehicle accident reporting and investigation.

The following clause may be inserted in contracts which involve or are in connection with the manufacture, modification, overhaul or repair of aircraft, missiles, or space launch vehicles.

ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (1969 JANUARY)

(a) The Contractor shall report promptly to the Administrative Contracting Officer all pertinent facts relating to each accident involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired, or overhauled under or in connection with this contract.

(b) If the Government elects to conduct an investigation of the accident, the Contractor will cooperate fully and assist the Government's personnel until the investigation is completed.

(c) The Contractor will include a clause in each of his applicable subcontracts to require subcontractor cooperation and assistance in accident investigation under this clause.

8. Section 7.105-8 is revoked; a new paragraph (d) is added to § 7.107; §§ 7.202, 7.203-18, and 7.204-2 are revised; and §§ 7.204-19, 7.204-29, 7.204-33, and 7.204-37 are revoked, as follows:

§ 7.105-8 Commercial warranty. [Revoked]

§ 7.107 Price escalation clause (labor and material).

(d) The following clause shall be inserted in multiyear service contracts (§ 1.322 of this chapter) and service contracts with options to renew which contain the clause in § 12.1004(a) of this chapter.

FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (1968 SEPTEMBER)

(a) The Contractor warrants that the prices set forth in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(b) The minimum prevailing wage determination, including fringe benefits, issued pursuant to the Service Contract Act of 1965 (Public Law 89-286; 79 Stat. 1034), by the Administrator, Wage and Hour and Public Contract Divisions, U.S. Department of Labor, current at the beginning of each renewal option period shall apply to any renewal of this contract. Where no such determination has been made as applied to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C. 201-219) and amendments thereto current at the beginning of each renewal option period, shall apply to any renewal of this contract.

(c) Where, as a result of the Department of Labor determination of minimum prevailing wages and fringe benefits, applicable at the beginning of the renewal option period, or when an increased or decreased wage determination is otherwise applied to the contract, or where as a result of any amendment to the Fair Labor Standards Act enacted subsequent to award of this contract, affecting minimum wage, and whenever such shall become applicable to this contract under law, the Contractor increases or decreases wages or fringe benefits of employees working on this contract to comply with such legislation, the contract price or contract unit price labor rates will be adjusted to reflect such increases or decreases. Any such adjustment will be limited to increases or decreases in wages or fringe benefits as described above, and the concomitant increases or decreases in social security and unemployment taxes and workmen's compensation insurance, but shall not otherwise include any amount for general and administrative costs, overload, or profits.

(d) The Contractor shall notify the Contracting Officer of any increases claimed under this clause within thirty (30) days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. In the case of any decrease under this clause, the Contractor shall promptly notify the Contracting Officer of such decrease but nothing herein shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any other relevant data in support thereof, which may reasonably be required by the Contracting Officer. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. Pending agreement on or determination of, any such adjustment and its effective date, the contractor shall continue performance.

(e) The Contracting Officer or his authorized representative shall, until the expiration of three (3) years after final payment under the contract, have access to and the right to examine any directly pertinent

books, documents, papers, and records of the Contractor.

§ 7.202 Applicability.

As used in this subpart, the term "cost-reimbursement type supply contract" shall mean any contract (other than a letter contract, notice of award; or a supplemental agreement to a contract which does not effect a new procurement) entered into on a cost or cost-plus-a-fixed-fee basis as covered in § 3.405 of this chapter for supplies other than (a) the construction, alteration or repair of buildings, bridges, roads, or other kinds of real property, (b) experimental, developmental, or research work, or (c) facilities to be provided by the Government under a "facilities contract" as defined in § 7.701 and Part 13 of this chapter.

§ 7.203-18 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.204-2 Workmen's compensation and war hazard insurance overseas.

In accordance with § 10.403 of this chapter, insert one or both of the clauses depending on whether all contract employees are subject to the Defense Base Act or whether the Act has been waived as to all or part of the contract employees. Also insert the clause Reimbursement for War Hazard Losses and the schedule language at § 10.502 (b) and (c) of this chapter according to the instructions stated in those paragraphs.

§ 7.204-19 Small business subcontracting program. [Revoked]

§ 7.204-29 Labor surplus area subcontracting program. [Revoked]

§ 7.204-33 Nonuse of foreign-flag vessels engaged in Cuban and North Vietnam trade. [Revoked]

§ 7.204-37 Procurement of natural rubber for aircraft tires, tubes, tire recapping, and recapping materials. [Revoked]

9. Section 7.204-45 is revised; new §§ 7.204-48, 7.204-49, and 7.204-50 are added; and §§ 7.302-13, 7.302-17, 7.303-11, 7.303-20, and 7.303-25 are revised, as follows:

§ 7.204-45 Recovery of nonrecurring costs on foreign sales of major defense equipment.

Insert the clause set forth in § 7.104-64, as appropriate.

§ 7.204-48 Health, safety, and accident prevention.

In accordance with § 7.104-78, insert the clause set forth therein.

§ 7.204-49 Safety precautions for ammunition, explosives, other dangerous materials, and materials hazardous to health.

In accordance with § 7.104-79, insert the clause set forth therein.

§ 7.204-50 Notice of radioactive materials.

In accordance with § 7.104-80, insert the clause set forth therein.

§ 7.302-13 Buy American Act.

In accordance with § 6.104-5 of this chapter, insert the clause set forth therein, except when in accordance with §§ 18.509-4, 18.509-5, and 18.509-6 of this chapter, the clauses prescribed in §§ 7.602-20 and 7.602-24 are inserted.

§ 7.302-17 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.303-11 Health, safety, and accident prevention.

In accordance with § 7.104-78, insert the clause set forth therein.

§ 7.303-20 Safety precautions for ammunition, explosives, other dangerous materials, and materials hazardous to health.

In accordance with § 7.104-79, insert the clause set forth therein.

§ 7.303-25 Notice of radioactive materials.

In accordance with § 7.104-80, insert the clause set forth therein.

10. Sections 7.303-32, 7.303-36, and 7.303-38 are revoked; §§ 7.303-45, 7.402-7, 7.403-13, 7.403-24, and 7.403-28 are revised; and § 7.403-32 is revoked, as follows:

§ 7.303-32 Value engineering program requirement. [Revoked]

§ 7.303-36 Procurement of natural rubber for aircraft tires, tubes, tire recapping, and recapping materials. [Revoked]

§ 7.303-38 Government property furnished "as is". [Revoked]

§ 7.303-45 Recovery of nonrecurring costs on non-U.S. Government sales of defense equipment.

In accordance with § 4.110(d) of this chapter, insert the clauses set forth in § 7.104-64, as appropriate.

§ 7.402-7 Examination of records.

In accordance with § 7.203-7, insert the clause set forth therein. In the case of research and development contracts with nonprofit institutions and subcontracts thereunder, and pursuant to procedures approved by the Comptroller General, original documentary evidence in support of costs of the transportation of things will not be required pursuant to paragraph (a) (3) of said clause.

§ 7.403-13 Health, safety, and accident prevention.

In accordance with § 7.104-78, insert the clause set forth therein.

§ 7.403-24 Safety precautions for ammunition, explosives, other dangerous materials, and materials hazardous to health.

In accordance with § 7.104-79, insert the clause set forth therein.

§ 7.403-28 Notice of radioactive materials.

In accordance with § 7.104-80, insert the clause set forth therein.

§ 7.403-32 Procurement of natural rubber for aircraft tires, tubes, tire recapping and recapping materials. [Revoked]

11. Sections 7.403-42 and 7.504-2 are revised; new § 7.504-10 is added; §§ 7.602-24, 7.603-12, and 7.603-13 are revised; § 7.603-45 is revoked; and new § 7.603-46 is added, as follows:

§ 7.403-42 Recovery of nonrecurring costs on foreign sales of major defense equipment.

In accordance with § 4.110(d), insert the applicable clause set forth in § 7.104-64.

§ 7.504-2 Data and copyrights.

In accordance with Subpart B, Part 9 of this chapter, insert the appropriate clause or clauses set forth in § 9.203 of this chapter.

§ 7.504-10 Availability of funds.

AVAILABILITY OF FUNDS (1969 APRIL)

Funds are not presently available for performance under this contract beyond June 30, 19... The Government's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money for performance under this contract beyond June 30, 19..., shall arise unless and until funds are made available to the Contracting Officer for such performance and notice of such availability, to be confirmed in writing by the Contracting Officer, is given to the Contractor.

§ 7.602-24 Nondomestic construction material.

(a) In accordance with § 18.509-4 of this chapter, insert the following clause.

NONDOMESTIC CONSTRUCTION MATERIALS (1968 OCTOBER)

The requirements of the clause of this contract entitled "Buy American Act" do not apply to the items set forth below:

[Insert list here]

(b) In accordance with § 18.309-6 of this chapter, add when appropriate the following clause.

Panamanian materials. Any construction material or component that is mined, produced, or manufactured in the Republic of Panama. (Any such component shall be considered to be a U.S. component for the purpose of the "Buy American Act" clause. (1960 July))

§ 7.603-12 Workmen's compensation and war hazard insurance overseas.

In accordance with § 10.403 of this chapter, insert one or both of the clauses depending on whether all contract employees are subject to the Defense Base Act or whether the Act has been waived as to all or part of the contract employees. Also insert the clause Reimbursement for War Hazard Losses and the schedule language in § 10.502 (b) and (c) of this chapter according to the instructions stated in those paragraphs.

§ 7.603-13 Aircraft, missile, and space vehicle accident reporting and investigation.

In accordance with § 7.104-81, insert the clause set forth therein.

§ 7.603-45 North Carolina sales and use tax. [Revoked]

§ 7.603-46 Insurance.

In accordance with § 10.405 of this chapter, insert the clause set forth therein.

12. Sections 7.605-2, 7.605-19, and 7.606-8 are revised; § 7.606-12 is revoked; §§ 7.607-12, 7.702-44, 7.703-36, and 7.704-29 are revised; and § 7.705-6 is revoked, as follows:

§ 7.605-2 Changes.

Insert the clause set forth in § 7.203-2 with the following changes in wording: Delete subparagraph (a) and substitute "The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in the plans and specifications or instructions incorporated herein." Delete the words "delivery schedule" from subparagraph (b)(1) and substitute the words "completion time."

§ 7.605-19 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the appropriate clause set forth in § 7.103-18.

§ 7.606-8 Workmen's compensation and war hazard insurance overseas.

In accordance with § 10.403 of this chapter, insert one or both of the clauses depending on whether all contract employees are subject to the Defense Base Act or whether the Act has been waived as to all or part of the contract employees. Also insert the clause Reimbursement for War Hazard Losses and the schedule language at § 10.502 (b) and (c) of this chapter according to the instructions stated in those paragraphs.

§ 7.606-12 Small business subcontracting program. [Revoked]

§ 7.607-12 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the appropriate clause set forth in § 7.103-18.

§ 7.602-44 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.703-36 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.704-29 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.705-6 Buy American Act—construction contracts. [Revoked]

13. New §§ 7.705-23, 7.705-24, and 7.705-25 are added; §§ 7.706-23, 7.901-5, and 7.901-13 are revised; and new §§ 7.902-28, 7.902-29, 7.902-30, and 7.902-31 are added, as follows:

§ 7.705-23 Health, safety, and accident prevention.

In accordance with § 7.104-78, insert the clause set forth therein.

§ 7.705-24 Safety precautions for ammunition, explosives, other dangerous materials, and materials hazardous to health.

In accordance with § 7.104-79, insert the clause set forth therein.

§ 7.705-25 Notice of radioactive materials.

In accordance with § 7.104-80, insert the clause set forth therein.

§ 7.706-23 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.901-5 Government property.

Insert the following clause if the Government is to furnish to the contractor, or contractor is to acquire, Government property, except in contracts for experimental, developmental, or research work with educational or nonprofit institutions where no profit to contractor is contemplated. See also § 7.104-24 (e), (f), and (g) for additional Government property clauses for particular situations.

GOVERNMENT PROPERTY (TIME AND MATERIAL OR LABOR HOUR) (1968 SEPTEMBER)

(a) **Government-furnished property.** The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described as Government-furnished property in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor and shall equitably adjust the ceiling price, hourly rate, the delivery or performance date, or all of them, and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes." In the event that Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of the property or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon written request of the Contractor shall equitably adjust the ceiling price, rate, the delivery or performance date, or all of them, and any other contractual provision affected by the return or disposition, or the repair or modification in accordance with the procedures provided for in the clause of this contract entitled "Changes." The foregoing provisions for adjustment are exclusive and the Government shall not be

liable to suit for breach of contract by reason of any delay in delivery of Government-furnished property or delivery of such property in a condition not suitable for its intended use.

(b) *Changes in Government-furnished property.* (1) By notice in writing, the Contracting Officer may (i) decrease the property furnished or to be furnished by the Government under this contract, or (ii) substitute other Government-owned property for property to be furnished by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal and shipping of property covered by such notice.

(2) In the event of any decrease in or substitution of property pursuant to paragraph (1) above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Government had agreed in the Schedule to make available for the performance of this contract, the Contracting Officer, upon the written request of the Contractor (or, if the substitution of property causes a decrease in the cost of performance, on his own initiative), shall equitably adjust such contractual provisions as may be affected by the decrease, substitution or withdrawal, in accordance with the procedures provided for in the "Changes" clause of this contract.

(c) *Title.* Title to all property furnished by the Government shall remain in the Government. Title to all property purchased by the contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government in whole or in part, whichever first occurs. All Government-furnished property, together with all property acquired by the Contractor title to which vests in the Government under this paragraph, are subject to the provisions of this clause and are hereinafter collectively referred to as "Government property". Title to the Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

(d) *Property administration.* The Contractor shall comply with the provisions of Appendix B, Armed Services Procurement Regulation, as in effect on the date of the contract, which is hereby incorporated by reference and made a part of this contract. Material to be furnished by the Government shall be ordered or returned by the Contractor, when required, in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation) as in effect on the date of this contract, which Manual is hereby incorporated by reference and made a part of this contract.

(e) *Use of Government property.* The Government property shall, unless otherwise provided herein or approved by the Contracting Officer, be used only for the performance of this contract.

(f) *Utilization, maintenance and repair of Government property.* The Contractor shall

maintain and administer, in accordance with sound industrial practice, and in accordance with applicable provisions of Appendix B, a program for the utilization, maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of Government property.

(g) *Risk of Loss.* (1) The Contractor shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of—

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operations at any one plant or separate location, in which this contract is being performed; or

(C) A separate and complete major industrial operation in connection with the performance of this contract;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of his directors, officers, or other representatives mentioned in subparagraph (i) above—

(A) To maintain and administer, in accordance with sound industrial practice, the program for utilization, maintenance, repair, protection and preservation of Government property as required by paragraph (f) hereof; or

(B) To take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under paragraph (f) hereof;

(iii) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the Schedule;

(iv) Which results from a risk expressly required to be insured under this contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of or damage to the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of or damage to the property while in the latter's possession or control, except to the extent that the subcontractor, with the prior approval of the Contracting Officer, provides for the relief of the subcontractor from such liability. In the absence of such approval, the subcontractor shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for rea-

sonable wear and tear or for the utilization of the property in accordance with the provisions of the prime contract.

(2) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provisions of this contract.

(3) Upon the happening of loss or destruction of or damage to the Government property, the Contractor shall notify the Contracting Officer thereof, and shall communicate with the Loss and Salvage Organization, if any, now and hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has designated that no such organization be employed), shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of—

(i) The lost, destroyed and damaged Government property;

(ii) The time and origin of the loss, destruction or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall make repairs and renovations of the damaged Government property or take such other action, as the Contracting Officer directs. For any such repairs or renovation so directed, the Contracting Officer shall, upon written request of the Contractor, equitably adjust the ceiling price, hourly rate, delivery or performance date, or all of them in accordance with the procedures provided for in the clause of this contract entitled "Changes." In any such equitable adjustment due regard shall be given to the liability of the Contractor as determined under (1) above.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, he shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where the subcontractor has not been relieved from liability for any loss or destruction of or damage to Government property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the Government property for the benefit of the Government.

(5) If this contract is for the development, production, modification, maintenance, or overhaul of aircraft, or otherwise involves the furnishing of aircraft by the Government, the clause of this contract entitled "Flight Risks" shall control, to the

extent it is applicable, in the case of loss or destruction of, or damage to, aircraft.

(h) Access. The Government, and any persons designated by it, shall at all reasonable times have access to the premises where any of the Government property is located, for the purpose of inspecting the Government property.

(i) Final accounting and disposition of Government property. Upon the completion of this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government, and shall prepare for shipment, delivery f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid in such other manner as the Contracting Officer may direct.

(j) Restoration of contractor's premises and abandonment. Unless otherwise provided herein, the Government:

(1) May abandon any Government property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to the Contractor with regard to restoration or rehabilitation of the Contractor's premises, neither in case of abandonment (paragraph (j) (1) above), disposition on completion of need or of the contract (paragraph (i) above), nor otherwise, except for restoration or rehabilitation costs caused by removal of Government property pursuant to paragraph (b) above.

(k) Communications. All communications issued pursuant to this clause shall be in writing or in accordance with the "Manual for Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors" (Appendix H, Armed Services Procurement Regulation).

As provided in paragraph (i) of the above clause, the contracting officer may, subject to Departmental procedures, authorize or approve use of the contractor's established scrap disposal and accounting procedures whenever the amount and recoverable value of scrap from Government property are relatively minor and the contractor's established procedures for accumulating and disposing of scrap and crediting the proceeds thereof to general overhead or other general cost will permit the Government to share equitably in such scrap recovery through a reduction of overhead or other cost factor affecting reimbursement under the contract.

§ 7.901-13 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.902-28 Health, safety, and accident prevention.

In accordance with § 7.104-78, insert the clause set forth therein.

¹ This subparagraph may be omitted where it is clearly inapplicable.

§ 7.902-29 Safety precautions for ammunition, explosives, other dangerous materials, and materials hazardous to health.

In accordance with § 7.104-79, insert the clause set forth therein.

§ 7.902-30 Notice of radioactive materials.

In accordance with § 7.104-80, insert the clause set forth therein.

§ 7.902-31 Availability of funds.

In accordance with § 22.107(b) of this chapter, insert the clause set forth in § 7.504-10.

14. Sections 7.1002-12 and 7.1002-13 are revised; § 7.1003-8 is revoked; new §§ 7.1003-14, 7.1003-15, and 7.1003-16 are added; and a new paragraph (c) is added to § 7.1102-3, as follows:

§ 7.1002-12 Service Contract Act of 1965.

In accordance with § 12.1004 of this chapter, insert one of the following clauses, as appropriate.

(a) Clause for Federal service contracts in excess of \$2,500.

SERVICE CONTRACT ACT OF 1965 (1968 SEPTEMBER)

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (Public Law 89-288) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) Compensation. Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(b) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined

conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hours and Public Contracts Divisions, Department of Labor (Subpart B of Part 4 (29 CFR)).

(c) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum momentary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the workplace, using such poster as may be provided by the Department of Labor.

(e) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.
Public Health Service, U.S. Department of Health, Education, and Welfare.
Bureau of Mines, U.S. Department of the Interior.
United States of America Standards Institute (American Standards Association).
National Fire Protection Association.
American Society of Mechanical Engineers.
American Society for Testing and Materials.
American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street NW., Washington, D.C. 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, N.Y. 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, 1110-B Federal Building, Charles Center, 31 Hopkins Plaza, Baltimore, Md. 21201 (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street NE., Suite 723, Atlanta, Ga. 30309

(Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, Ill. 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 2100 Federal Office Building, 911 Walnut Street, Kansas City, Mo. 64108 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, Tex. 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, Calif. 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) **Records.** The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Divisions, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Division, Department of Labor, or his authorized representative pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) **Withholding of payments and termination of contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) **Subcontractors.** The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

(i) **Service employee.** As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semiskilled, or skilled manual labor occupations; and any other employee including a foreman or supervisor in a position having trade, craft, or laboring experience as the paramount re-

quirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) **Contractor's report.** If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) **Regulations incorporated by reference.** All interpretations of the Service Contract Act of 1965 expressed in Subpart C of Part 4 (29 CFR) are hereby incorporated by reference in this contract.

(l) These clauses relating to the Service Contract Act of 1965 shall not apply to the following:

(1) Any contract of the United States or District of Columbia for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healy Public Contracts Act (49 Stat. 2036);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility, services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to a Federal agency by an individual or individuals;

(7) Any contract with the Post Office Department, the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands, as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any U.S. base or possession within a foreign country.

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: Contracts entered into by the United States with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(m) Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which

the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) (i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or case payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (Parts 520, 521, 524, and 525 of 29 CFR).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary case payments in lieu thereof), applying procedures by the applicable regulations issued under the Fair Labor Standards Act of 1938 (Parts 520, 521, 524, and 525 of 29 CFR).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in Part 531 of 29 CFR: *Provided, however*, That the amount of such credit may not exceed 80 cents per hour.

(b) **Clause for Federal service contracts not in excess of \$2,500.**

SERVICE CONTRACT ACT OF 1965 (1968 SEPTEMBER)

Except to the extent that an exemption, variation, or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

§ 7.1002-13 Equal opportunity.

In accordance with § 12.804 of this chapter, insert the applicable clause set forth in § 7.103-18.

§ 7.1003-8 Taxes. [Revoked]

§ 7.1003-14 Health, safety, and accident prevention.

In accordance with § 7.104-78, insert the clause set forth therein.

§ 7.1003-15 Safety precautions for ammunition, explosives, other dangerous materials, and materials hazardous to health.

In accordance with § 7.104-79, insert the clause set forth therein.

§ 7.1003-16 Notice of radioactive materials.

In accordance with § 7.104-80, insert the clause set forth therein.

§ 7.1102-3 Indefinite quantity contract.

(c) *Availability of funds.* In accordance with § 22.107(b) of this chapter, insert the clause set forth in § 7.504-10.

15. Section 7.1201-28 is revoked; § 7.1201-29 is revised; and new §§ 7.1401-13, 7.1402, and 7.1402-1 are added, as follows:

§ 7.1201-28 Walsh-Healey Public Contracts Act. [Revoked]

§ 7.1201-29 Equal opportunity.

Insert the applicable clause set forth in § 7.103-18.

§ 7.1401-13 Service Contract Act of 1965.

In accordance with § 12.1004 of this chapter, insert one of the clauses set forth in § 7.1002-12.

§ 7.1402 Clauses to be used when applicable.

§ 7.1402-1 Availability of funds.

In accordance with § 22.107(b) of this chapter, insert the clause set forth in § 7.504-10.

16. A new Subpart P is added to this part, to read as follows:

Subpart P—Contracts for Preparation of Personal Property for Shipment, Government Storage and Performing Intracity or Intra-Area Movement

Sec.	
7.1601	Policy.
7.1601-1	Annual contracts.
7.1601-2	Zone of performance.
7.1601-3	Invitations for bids.
7.1602	Procedure.
7.1602-1	Coordination.
7.1602-2	Procurement by other methods.
7.1602-3	Use of additional contractors.
7.1603	Contract provisions.
7.1603-1	Scope of contract.
7.1603-2	Period of contract.
7.1603-3	Indefinite quantities.
7.1603-4	Government ordering activities.
7.1603-5	Contract zones.
7.1603-6	Government's estimated requirements.
7.1603-7	Award.
7.1603-8	Bidder's facilities.
7.1603-9	Schedules of items.
7.1603-10	Performance.
7.1603-11	Time requirements.
7.1603-12	Demurrage.
7.1603-13	Vans.
7.1603-14	Drayage.
7.1603-15	Liability.
7.1603-16	Erroneous shipments.
7.1603-17	Marking instructions.
7.1603-18	Weight certificates.
7.1603-19	Inventory of damaged material.
7.1603-20	Additional services.
7.1603-21	Subcontracting.
7.1603-22	Method of ordering.

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

§ 7.1601 Policy.

§ 7.1601-1 Annual contracts.

Contracts for the preparation of personal property for shipment or storage in a Government facility, and for the performance of intracity or intra-area movement normally shall be awarded by formal advertising. Such contracts shall be for a calendar year ending on 31 December except for noncontinuous requirements for shorter periods.

§ 7.1601-2 Zone of performance.

The solicitation shall provide for a clearly defined zone of performance. Determination as to the number of zones and boundaries thereof shall take into consideration such matters as total volume, size of overall area included in the solicitation, and capacity of prospective bidders.

§ 7.1601-3 Invitations for bids.

Bids for preparation of personal property for shipment, storage, and effecting intracity or intra-area movement, shall be solicited as provided in § 2.201 of this chapter (or § 1.706 of this chapter when small business restricted advertising is appropriate). Invitations for bids shall include such general provisions and conditions as are required by law and by this subchapter. The applicable clause prescribed by § 13.702(a) or 13.710 of this chapter shall be included in the schedule.

§ 7.1602 Procedure.

§ 7.1602-1 Coordination.

One military activity shall contract for the estimated requirements of all the activities in a contiguous area. The activity shall be designated by mutual agreement of the installation contracting officers concerned. The Military Traffic Management and Terminal Service (MTMTS) shall designate the contracting activity when local contracting officers are unable to reach an agreement as to the activity to be designated.

§ 7.1602-2 Procurement by other methods.

When special requirements exceed the service available under contracts, services may be obtained by using small purchase procedures (see Subpart F, Part 3 of this chapter).

§ 7.1602-3 Use of additional contractors.

When required services cannot be obtained as needed from the lowest priced contractor, the services will be ordered from the next lowest priced contractor who can meet the requirements.

§ 7.1603 Contract provisions.

The following special clauses and schedule shall be inserted in all solicitations for the preparation of personal property for shipment or storage and performing intracity or intra-area movement. Where a requirement does not exist for an item in a schedule, that item

will be crossed out. Oversea commands, except those in Alaska and Hawaii, may modify the format when necessary to conform with local trade customs and practices and country (including political subdivisions thereof) laws and regulations; however, all generic terminology, schedule and item numbers shall follow those contained in the basic format.

§ 7.1603-1 Scope of contract.

SCOPE OF CONTRACT (1968 NOVEMBER)

The Contractor shall furnish services and materials for the preparation of personal property (including servicing of appliances) for shipment or storage, drayage, and related services. Unless otherwise indicated in the schedule, the Contractor shall furnish (i) all materials except Government owned containers (Type II, III, CONEX, and Government approved air cargo containers) and (ii) all equipment, plant, labor, and perform all work in accomplishing containerization of personal property for overseas or domestic shipment, or storage; restenciling; reoperation; drayage of personal property in connection with other services or separately; and decontainerization of inbound shipments of personal property.

§ 7.1603-2 Period of contract.

(a) The following clause shall be used in contracts covering performance for an entire year:

PERIOD OF CONTRACT (1968 NOVEMBER)

This contract shall begin January 1, 19... and shall end December 31, 19..., both dates inclusive: *Provided, however,* That any work ordered before, and not completed by, the expiration of this contract period shall be governed by the terms of this contract. Orders requiring commencement of performance more than 15 days after the expiration date shall not be placed under this contract.

(b) When the period of performance is less than a calendar year, the above clause shall be modified to show the appropriate beginning and ending. However, the date for the end of the contract period shall not be later than December 31, of the year in which contract is awarded.

§ 7.1603-3 Indefinite quantities.

INDEFINITE QUANTITIES (1968 NOVEMBER)

The quantities specified herein are estimates only. The amounts which the Contractor may be required to furnish and the Government to accept hereunder shall be the amounts which shall from time to time be ordered hereunder by the Government during the ordering period of this contract. The minimum amount of services which the Government shall order during the period of this contract shall be \$100, computed upon the unit prices specified herein; however, the Government shall be entitled to order and the Contractor shall be required to furnish services hereunder amounting to not more than the Contractor's guaranteed daily capability as set forth in this contract.

§ 7.1603-4 Government ordering activities.

GOVERNMENT ORDERING ACTIVITIES (1968 NOVEMBER)

The following activities are authorized to order services under this contract and to administer the performance of such orders:

(Insert the name of each ordering activity.)

when authorized by the Contracting Officer, and property securing and sealing for shipment, weighing, marking, strapping, and drayage of the container(s) within zone(s) described herein. Service provided under this item shall include loading (to include blocking, bracing and sealing) of shipments on line-haul carrier's equipment. When containers will not accommodate all articles of any one lot, loose articles shall be packed in the said containers before any overpacked articles are placed therein. Overflow articles which require packing and crating shall be paid for under Item 3.

Item 1: Complete service—outbound. Service under this item shall include removal, survey, servicing of appliances, disassembly of furniture if required, preliminary packing, inventorying, tagging, wrapping, padding, packing, and bracing of household goods in Government owned and furnished shipping containers (Type II, Type III, CONEX) or Government approved Air Cargo Container at owner's residence, or at contractor's facility be paid for under Item 3.

Zone	Established annual quantity	Unit price	Total
a. At owner's residence:			
(1) Type II/III	NCWT		
(2) CONEX	NCWT		
(3) Air cargo container	NCWT		
b. At Contractor's Facility:			
(1) Type II/III	NCWT		
(2) CONEX	NCWT		
(3) Air cargo container	NCWT		

(Repeat a and b above for additional zones as needed.)

Item 2: Outbound (from non-temporary storage). Service provided under this item shall be the same as Item 1 except that: (i) Household goods shall be picked up at a non-temporary storage facility and transported to Contractor's facility; or (ii) household goods shall be delivered to Contractor's facility; and (iii) remove survey, servicing of appliances, preliminary packing and accessorials services shall not be provided. Overflow articles requiring containerization will be paid for under Item 3.

Zone	Established annual quantity	Unit price	Total
a. Picked up by contractor:			
(1) Type II	NCWT		
(2) CONEX	NCWT		
(3) Air cargo container	NCWT		
b. Delivered to contractor:			
(1) Type II	NCWT		
(2) CONEX	NCWT		
(3) Air cargo container	NCWT		

(Repeat a and b above for additional zones as needed.)

Item 3: Complete service—outbound—(overflow articles or shipments requiring other than Type II or III containers). Service provided under this item shall be the same as Item 1 except that the loose articles may be drayed to Contractor's facility when authorized by the Contracting Officer for containerization in Government-approved, Contractor-furnished containers.

Zone	Established annual quantity	Unit price	Total
a. Overflow pack:			
(1) Overflow articles	NCWT		
(2) Other shipments	NCWT		
b. Domestic pack:			
(1) Overflow articles	NCWT		
(2) Other shipments	NCWT		

(Repeat a and b above for additional zones as needed.)

Government's estimates of requirements which may be ordered during the period of the contract. Bids shall be evaluated on the basis of these quantities.

(b) The Government's estimated maximum daily requirements excluding Saturdays, Sundays, National, State, and local holidays are listed below. Bidders must complete the Bidder's Guaranteed Daily Capability. Failure to do so will render the bid nonresponsive.

Government established maximum daily requirement	Bidder's guaranteed daily capability
NCWT	
NCWT	
NCWT	
NCWT	

insurance factors. Installed fire protective systems must be accredited by the cognizant fire insurance rating organization for insurance rate credit. Additionally, facility will be protected by an adequate water supply for firefighting and a fire department which is responsive 24 hours a day. Statements from the cognizant fire insurance rating organization, municipal fire department, or local authority, having jurisdiction, will be used as a basis for determining the sufficiency or adequacy of a firefighting water supply and the responsiveness of a fire department to protect a facility.

(b) The following information shall be furnished by the Contractor upon receipt of an award:

Evidence of the following kinds and minimum amounts of insurance covering work herein to be performed by the Contractor. The Contractor shall maintain at least minimum coverage throughout the contract period. Each policy shall contain an endorsement that cancellation or material change in the policy shall not be effective until after a 30-day written notice is furnished to the Contracting Officer.

- (1) Workmen's Compensation Insurance \$
- (2) Comprehensive General Liability Insurance \$
- (3) Automobile Liability Insurance \$

§ 7.1603-5 Contract zones.
CONTRACT ZONES (1968 NOVEMBER)
Services shall be performed within the following defined zones:

§ 7.1603-6 Government's estimated requirements.

GOVERNMENT'S ESTIMATED REQUIREMENTS (1968 NOVEMBER)

(a) The quantities shown by zone for each item in this Invitation for Bids are the Gov-

Outbound (Schedule I)	
Inbound (Schedule II)	
Unaccompanied Baggage (Schedule III)	
Intra-City Area (Schedule IV)	
Total	

§ 7.1603-7 Award.
AWARD (1968 NOVEMBER)

Award shall be made to the low bidder under each schedule for each zone listed. The Government reserves the right to award additional contracts, as a result of this solicitation, to the extent necessary to meet its estimated maximum requirements. To be eligible for an award, a bidder must offer unit prices for all items under any schedule bid on. Failure to do so shall be cause for rejection of the bid for that schedule. Also, bidders failing to guarantee daily capabilities in the space provided in this Invitation for Bids shall be considered not responsive and ineligible for award. Any bid which stipulates minimum charges or graduated prices for any of all items shall be rejected for that schedule.

§ 7.1603-8 Bidder's facilities.

BIDDER'S FACILITIES (1968 NOVEMBER)
(a) As the minimum standard for qualification of a Contractor's warehouse, it must have either (i) an acceptable automatic sprinkler system; (ii) an acceptable automatic fire detection and reporting system; or (iii) a fire contents rate (FCR) of not more than \$0.80 per one hundred dollars (\$100) per year based on eighty percent (80%) co-

SCHEDULE II—INBOUND SERVICES

required, shall be picked up on the date(s) specified. Unless a longer period is authorized by the Contracting Officer, the maximum containerization time allowed at the Contractor's facility shall be three (3) working days from specified pickup date for household goods and two (2) working days from specified pickup date for unaccompanied baggage.

(b) The Contracting Officer or his designated representative shall normally give the Contractor notice to commence containerization or to pickup household goods or baggage shipments at least twenty-four (24) hours prior to the date specified.

(c) Delivery or removal of household goods or unaccompanied baggage to or from Owner's residence, or containerization of household goods or unaccompanied baggage at Owner's residence, shall be completed between the hours of 8 a.m. and 5 p.m. Monday through Friday only, officially declared National, State, or local holidays excluded, unless the Owner, his authorized agent, or the Contracting Officer authorizes such services to be accomplished earlier or later.

(d) The Contractor shall accept and pick up inbound shipments of household goods or unaccompanied baggage, effect delivery thereof to the destination, and shall unload and unpack the same on the date specified by the Contracting Officer during the working hours set forth above. Delivery shall be effected within two (2) working days from date of pickup/receipt unless otherwise specified.

§ 7.1603-12 Demurrage.

DEMURRAGE (1968 NOVEMBER)

The Contractor shall be liable for all demurrage, detention, or other charges accruing as a result of his failure to remove shipments from freight cars, freight terminals, vessel piers, or warehouses within the free time allowed under applicable rules and tariffs.

§ 7.1603-13 Vans.

VANS (1968 NOVEMBER)

Vans used in transporting unpacked and uncrated furniture shall be of the closed type and shall be supplied with sufficient clean, sanitary pads, covers, and other equipment to protect personal property adequately during transit and delivery. Vehicles used in transporting containerized personal property may be of the open type provided a weatherproof tarpaulin is used to protect the shipment.

§ 7.1603-14 Drayage.

DRAYAGE (1968 NOVEMBER)

(a) Drayage under the Schedules of Items in this contract shall include all outbound or inbound hauling of loose articles, containerized shipments and empty Government containers between owner's residence or storage point (other than Contractor's facility) and Contractor's facility. When pickup is part of the line-haul service, Contractor shall perform loading on freight forwarder or carrier equipment at Contractor's facility. Payment shall not be made for drayage performed within the zones awarded.

(b) Repositioning of Government containers between Contractors' and Government facilities shall be at no additional cost to the Government.

(c) Payment for drayage shall be made at a rate per net/gross hundredweight per highway mile as applicable for which shipment is moved over the shortest practicable route.

§ 7.1603-15 Liability.

LIABILITY (1968 NOVEMBER)

(a) The words "reasonable time" as used in the following paragraph means a period

of time not to exceed two (2) years after the time the owner discovers loss or damage to his property or the time he should have discovered the loss or damage if he had exercised due diligence. The word "article" as used in the following paragraph means any shipping piece or package and the contents thereof.

(b) During the period of this contract and for a reasonable time, the Contractor agrees to indemnify the owner for loss or damage to the owner's property which arises from any cause while it is in the Contractor's possession as follows:

(1) *Nonnegligent damage.* The Contractor shall indemnify owners for any loss or damage to their property which results from any cause, other than the Contractor's negligence, at a rate not to exceed sixty cents (60¢) per pound per article.

(2) *Negligent damage.* When loss or damage is caused by the negligence of the Contractor, he shall be liable for the full cost of satisfactory repair or for the current replacement value of the article.

The Contractor shall make prompt payment to the owner of the property for any loss or damage for which the Contractor is liable.

§ 7.1603-16 Erroneous shipments.

ERRONEOUS SHIPMENTS (1968 NOVEMBER)

(a) It shall be the responsibility of the Contractor at his expense to have articles of personal property which he inadvertently packed with goods of other than the rightful owner forwarded to the rightful owner by the quickest means of transportation.

(b) Further, it shall be the responsibility of the Contractor to insure that all shipments have been stenciled correctly. When a shipment is forwarded to an incorrect address due to incorrect stenciling by the Contractor or its personnel, the shipment shall be returned with the least possible delay to its rightful owner by a mode of transportation selected by the Transportation Officer. The Contractor shall be liable for all costs incurred including charges for preparation, drayage, and transportation.

§ 7.1603-17 Marking instructions.

MARKING INSTRUCTIONS (1968 NOVEMBER)

(a) All containers of professional books, papers or equipment shall be stenciled "Professional Books, Paper, Equipment" and their weights shall be shown separately on packing lists.

(b) Unaccompanied baggage containers shall be marked as such.

§ 7.1603-18 Weight certificates.

WEIGHT CERTIFICATES (1968 DECEMBER)

(a) A weight certificate, in triplicate, from a certified scale or weighmaster shall be submitted to the transportation officer for all outbound shipments.

(b) To determine the net weight of inbound household goods shipments, when such weight is not shown on the Government Bill of Lading, the tare weight indicated on the container shall be deducted from the gross weight on the container or on the Government Bill of Lading. The net weight shall be annotated on the Government Bill of Lading.

(c) When inbound shipments include shipping containers other than Type II or III (PPP ----- 580 -----), the tare weight shall be determined in the same manner as in (b) above and such weight shall be deducted from the gross weight set forth on the shipping container or on the Government Bill of Lading, to determine the net weight of the household goods.

§ 7.1603-19 Inventory of damaged material.

INVENTORY OF DAMAGED MATERIAL (1968 NOVEMBER)

It shall be the responsibility of the Contractor when making delivery to prepare a separate inventory listing all articles lost or damaged and describing such loss or damage. This inventory shall be submitted to the transportation officer within seven (7) days after the delivery of the goods.

§ 7.1603-20 Additional services.

ADDITIONAL SERVICE (1968 NOVEMBER)

Charges for additional services shown in this paragraph are in addition to the services included in scheduled items of contract. These services shall be performed by the Contractor when authorized by the Contracting Officer. These charges shall be as agreed to by the Contracting Officer and the Contractor.

1. Attempted Pickup:
Household Goods \$----- per each attempted pickup.

Unaccompanied Baggage \$----- per each attempted pickup.

2. Attempted Delivery:
Household Goods \$----- per each attempted delivery.

Unaccompanied Baggage \$----- per each attempted delivery.

3. Extra Pickup/Delivery \$----- per additional delivery or pickup.

4. Hoisting/Lowering of Articles \$----- per hour.

5. Extra-long carry \$----- per NCWT or \$----- per GCWT.

6. Carrying of Piano/Organ \$----- each.

7. Special services \$----- per hour.

8. Reweigh \$----- each.

§ 7.1603-21 Subcontracting.

SUBCONTRACTING (1968 NOVEMBER)

The Contractor shall not subcontract without prior written approval of the Contracting Officer. The facilities of any approved subcontractor shall meet the minimum standards required by this contract.

§ 7.1603-22 Method of Ordering.

METHOD OF ORDERING (1968 NOVEMBER)

(a) Orders will be placed with that Contractor whose prices for the items required are lowest. If that Contractor refuses or is unable to accept the order because it exceeds his guaranteed daily capability, the order will be placed with the next lowest Contractor whose guaranteed daily capability is not exceeded or is willing to accept the order.

(b) Orders will be placed by telephone or by written service orders, provided, however, a telephone order will be confirmed within 3 working days by a written service order. Ordering officers will promptly furnish one copy of each service order to the Contracting Officer who awarded the contract.

PART 9—PATENTS, DATA, AND COPYRIGHTS

17. Paragraph (a) of § 9.110 is revised to read as follows:

§ 9.110 Reporting of royalties—anticipated or paid.

(a) (1) The term "royalties," as used in this subpart, refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents or patent applications.

(2) To determine whether royalties anticipated or actually paid under Government contracts are excessive, improper, or inconsistent with rights which the Government may possess in particular inventions, patents, or patent applications, the Departments shall require royalty information and reports as prescribed below. See § 9.112 for action to be taken to reduce or eliminate excessive or improper royalties.

(3) Royalty information should not be required in formally advertised contracts. When it is expected that work may be performed in the United States, its possessions, or Puerto Rico, any solicitation which may result in a negotiated contract for which royalty information is desired, or for which cost or pricing data are obtained under § 3.807-3 of this chapter, shall contain a special provision substantially as follows:

ROYALTY INFORMATION (1961 AUGUST)

When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be furnished with the offer, proposal, or quotation on each separate item of royalty or license fee:

- (i) Name and address of licensor;
- (ii) Date of license agreement;
- (iii) Patent numbers, patent application serial numbers or other basis on which the royalty is payable;
- (iv) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
- (v) Percentage or dollar rate of royalty per unit;
- (vi) Unit price or contract item;
- (vii) Number of units; and
- (viii) Total dollar amount of royalties.

DD Form 783, Royalty Report, is approved for use in furnishing the above information. In addition, if specifically requested by the contracting officer prior to execution of the contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

PART 13—GOVERNMENT PROPERTY

18. A new paragraph (d) is added to § 13.405, as follows:

§ 13.405 Non-Government use of industrial plant equipment (IPE).

(d) For purposes of this section, use for a foreign government authorized under § 13.406 is Government use.

PART 16—PROCUREMENT FORMS

19. Sections 16.101-1(b), 16.101-2(b), and 16.102-3(b)(4) are revised; new § 16.102-4 is added; and §§ 16.204-2, 16.206, 16.206-1, 16.206-2 and 16.206-3 are revised, as follows:

§ 16.101-1 General.

(b) Solicitation Instructions and Conditions (Standard Form 33A)—

(1) The clause set forth in § 7.103-14 of this chapter shall be substituted for the present clause 9(b)—Discounts.

(2) The notice set forth in § 2.306 of this chapter shall be substituted for the

present clause 8, Late Offers and Modifications or Withdrawals.

§ 16.101-2 Conditions for use.

(b) Standard Form 32 and any additional general provisions may be attached to each copy of the Solicitation. Alternatively, Standard Form 32 may be incorporated by reference to the form number, name, and edition date; also, additional general provisions (contract clauses) that (1) are authorized in Subpart A, Part 7 of this chapter, (2) do not contain blanks to be filled in by the offeror and (3) are not modified, may be incorporated by reference to the ASPR paragraph number, clause title and date. General provisions in Standard Form 32 which are inapplicable to a particular procurement or to military procurements generally may be deleted by appropriate reference in an alterations in contract clause. No other contract clauses shall be incorporated by reference but they shall be set forth in full in the solicitation. Provisions relating to the solicitation, as distinct from the contract clauses, also must be set forth in full in the solicitation.

§ 16.102-3 Solicitation, offer, and award (Standard Form 33).

(b) Conditions for use.

(4) Standard Form 32, if applicable, and any other general provisions may be attached to each copy of the Solicitation, Offer, and Award (Standard Form 33). Alternatively, Standard Form 32 may be incorporated by reference to the form number, name, and edition date; also, additional general provisions (contract clauses) that (i) are prescribed in Subpart A, Part 7 of this chapter and (ii) do not contain blanks to be filled in, may be incorporated by reference to the ASPR paragraph number, clause title, and date. General provisions which are inapplicable to a particular procurement or to military procurements generally may be deleted by appropriate reference in an Alterations in Contract clause. No other contract clauses shall be incorporated by reference but they shall be set forth in full in the solicitation. Provisions relating to the solicitation, as distinct from contract clauses, also must be set forth in full in the solicitation.

§ 16.102-4 Solicitation, offer, and award (overseas) (DD Form 1665).

(a) General. The following forms are prescribed for use outside the United States, its possessions and Puerto Rico in effecting negotiated fixed-price procurement of supplies or services:

(1) Solicitation, Offer, and Award (Overseas) (DD Form 1665);

(2) General Provisions (Supply Contracts) (Standard Form 32) (only when procuring supplies);

(3) Any other forms containing contract provisions which are prescribed by ASPR or Departmental procedures;

(4) Continuation Sheet (Standard Form 36) (see § 16.101-2(d)); and

(5) Amendment of Solicitation/Modification of Contract (Standard Form 30) when needed (see § 16.103).

(b) Conditions for use. The conditions for use of DD Form 1665 are the same as for Standard Form 33 (see § 16.102-3(b)).

§ 16.204-2 Procedures.

DD ASPR Form 748 and any "Additional General Provisions" may be attached to each copy of the Request for Quotations. Alternatively, DD ASPR Form 748 may be incorporated by reference to the form number, name, and edition date; also, additional general provisions (contract clauses) that (a) are prescribed in Subpart B, Part 7 of this chapter and (b) do not contain blanks to be filled in by the offeror may be incorporated by reference to the ASPR paragraph number, clause title, and date. General provisions in DD ASPR Form 748 which are inapplicable to a particular procurement may be deleted by appropriate reference in an Alterations in Contract clause. No other contract clauses shall be incorporated by reference but they shall be set forth in full in the solicitation. Provisions relating to the solicitation, as distinct from contract clauses, also must be set forth in full in the solicitation.

§ 16.206 Contract pricing proposal forms.

§ 16.206-1 General.

(a) Except as provided in § 16.206-2, the appropriate one or more of the following forms shall be used whenever cost or pricing data (see § 3.807-3(e)) is required pursuant to § 3.807-3(a) and 7.104-42 of this chapter, in connection with the pricing of contracts, subcontracts, and changes or modifications to contracts and subcontracts:

(1) DD Form 633 (Contract Pricing Proposal);

(2) DD Form 633-1 (Contract Pricing Proposal (Technical Services));

(3) DD Form 633-2 (Contract Pricing Proposal (Technical Publications));

(4) DD Form 633-3 (Contract Pricing Proposal (Motion Pictures));

(5) DD Form 633-4 (Contract Pricing Proposal (Research and Development)); and

(6) DD Form 633-5 (Contract Pricing Proposal (Change Orders)).

(b) DD Form 783 (Royalty Report (Foreign and Domestic)) is approved for use as the separate schedule required by footnote 14 of DD Form 633, footnote 5 of DD Form 633-3, footnote 4 of DD Form 633-4 and footnote 18 of DD Form 633-5.

§ 16.206-2 Format of forms.

The contractor or prospective contractor may submit the information required by the forms set forth above in a different format, acceptable to the contracting officer, when required for a more effective and efficient presentation of cost or pricing information, or when the contractor's or subcontractor's accounting system makes the use of the prescribed

format impracticable: *Provided*, That in such cases the information furnished includes pertinent details as to cost elements and the specific statements, authorizations and certifications required by the applicable form or forms.

§ 16.206-3 Devising of forms by purchasing offices.

Contract Pricing Proposal Supporting Schedules may be devised by purchasing offices to require such supporting data to the foregoing forms as is considered necessary and reasonable through knowledge of industry, company or commodity practices.

20. Sections 16.401-1(f) and 16.401-2 (c) (1) and (7) are revised; and §§ 16.813, 16.813-1, and 16.813-2 are revoked, as follows:

§ 16.401-1 General.

(f) Standard Form 22—Instructions to Bidders (Construction Contract). The notice set forth in § 2.201(c) (13) of this chapter shall be substituted for the present clause 7, Late Bids and Modifications or Withdrawals.

§ 16.401-2 Conditions for use.

(c) *Contracts estimated to exceed \$10,000.*

(1) *Standard Form 19-A.* This form shall be attached to the contract file. **CAUTION:** This form consists of labor standards provisions and shall not be incorporated by reference.

(7) *Standard Form 23-A (general provisions).* Additional general provisions or modifications to the General Provisions as authorized in Subpart F, Part 7 of this chapter, may be added to this form. Standard Form 23-A with any additional sheets necessary shall be attached to the executed contract. Alternatively, Standard Form 23-A may be incorporated by reference to the form name, number, and edition date; also, additional general provisions (contract clauses) that (i) are prescribed in Subpart F, Part 7 of this chapter and (ii) do not contain blanks to be filled in, may be incorporated by reference to the ASPR paragraph number, clause title, and date. General provisions which are inapplicable to a particular procurement or to military procurements generally may be deleted by appropriate reference in an alterations in contract clause. No other contract clauses shall be incorporated by reference but they shall be set forth in full in the solicitation. Provisions relating to the solicitation, as distinct from contract clauses, also must be set forth in full in the solicitation.

§ 16.813 Change order price analysis (DD Form 1107). [Revoked]

§ 16.813-1 General. [Revoked]

§ 16.813-2 Conditions for use. [Revoked]

PART 22—SERVICE CONTRACTS

21. New § 22.107 is added; Subpart F is revoked; and § 22.701 is revised, as follows:

§ 22.107 Contract term.

(a) The term of a service contract that is funded by annual appropriations shall not extend beyond the end of the fiscal year current at the beginning of the contract term, unless the contract falls into one of the following categories:

(1) A 1-year contract for maintenance of tools or facilities if authorized under the current Department of Defense Appropriations Act;

(2) A multiyear service contract within the coverage of §§ 1.322-6 and 1.322-7 of this chapter;

(3) A 1-year requirements or indefinite quantity contract, as defined in §§ 3.409-2 and 3.409-3 of this chapter, in which any specified minimum quantities are certain to be ordered in the fiscal year current at the beginning of the contract term; or

(4) A contract for expert or consultant services entered into in accordance with § 22.402-2 and calling for an end product which cannot feasibly be subdivided for separate performance in each fiscal year.

(b) Any contract entered into under the authority of paragraph (a) (3) of this section shall contain the Availability of Funds clause set forth in § 7.504-10 of this chapter.

Subpart F—Contracts for Preparation of Household Goods for Shipment, Government Storage and Intracity or Intra-Area Movement [Revoked]

§ 22.701 General policy.

Except for laundry and dry cleaning services procured under small purchase procedures, the normal method of obtaining contracts for laundry and dry cleaning services shall be by formal advertising. The term of such contracts shall be for no more than 1 year.

[Rev. 1, ASPR, Mar. 31, 1969] (Secs. 2202, 2301-2314, 70A Stat. 129, 127-133; 10 U.S.C. 2202, 2301-2314)

For the Adjutant General.

HAROLD SHARON,
Chief, Legislative and Precedent
Branch, Management Division,
TAGO.

[P.R. Doc. 69-6901; Filed, June 11, 1969; 8:45 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. C-1531]

PART 13—PROHIBITED TRADE PRACTICES

Alorna Coat Corp. et al.

Subpart—Furnishing false guaranties:

§ 13.1053 *Furnishing false guaranties:*

13.1053-35 Fur Products Labeling Act.

Subpart—Invoicing products falsely:

§ 13.1108 *Invoicing products falsely:*

13.1108-45 Fur Products Labeling Act.

Subpart—Misbranding or mislabeling:

§ 13.1185 *Composition:* 13.1185-30 Fur

Products Labeling Act; 13.1185-90 Wool Products Labeling Act; § 13.1212 *Formal regulatory and statutory requirements:* 13.1212-90 Wool Products Labeling Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1845 *Composition:* 13.1845-30 Fur Products Labeling Act; 13.1845-80 Wool Products Labeling Act; § 13.1852 *Formal regulatory and statutory requirements:* 13.1852-35 Fur Products Labeling Act; 13.1852-80 Wool Products Labeling Act.

(Sec. 5, 38 Stat. 721; 15 U.S.C. 46, Interpret or apply sec. 5, 38 Stat. 719, as amended, secs. 2-5, 54 Stat. 1128-1130, sec. 8, 65 Stat. 179; 15 U.S.C. 45, 68, 69f) (Cease and desist order, Alorna Coat Corp. et al., New York, N.Y., Docket C-1531, May 14, 1969)

In the Matter of Alorna Coat Corp., a Corporation, Holly Deb Classics, Inc., a Corporation, Elwin Casuals, Inc., a Corporation, and Elliott Satnick and Irwin R. Shatkin, Individually and as Officers of Said Corporations

Consent order requiring three affiliated manufacturers of ladies' coats and suits to cease misbranding their fur and wool products, deceptively invoicing and falsely guaranteeing their fur products.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Alorna Coat Corp., a corporation, and its officers, Holly Deb Classics, Inc., a corporation, and its officers, Elwin Casuals, Inc., a corporation, and its officers, and Elliott Satnick and Irwin R. Shatkin, individually and as officers of said corporations, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction, manufacture for introduction, into commerce, or the offering for sale, sale, transportation, distribution, delivery for shipment or shipment, in commerce, of wool products, as "commerce" and "wool product" are defined in the Wool Products Labeling Act of 1939, do forthwith cease and desist from misbranding such products by:

1. Falsely and deceptively stamping, tagging, labeling, or otherwise identifying such products as to the character or amount of the constituent fibers contained therein.

2. Failing to securely affix to or place on, each such product a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner each element of information required to be disclosed by section 4(a) (2) of the Wool Products Labeling Act of 1939.

3. Failing to set forth required information on labels attached to wool products consisting of two or more sections of different fiber composition, in such a manner as to show the fiber content of each section in all instances where such marking is necessary to avoid deception.

4. Failing to set forth the fiber content of lining, composed of pile fabrics or of fabrics incorporated into woollen garments or articles of wearing apparel for warmth, separately and distinctly, in the stamp, tag, label, or other marks of identification of such wool products.

5. Failing to set forth the fiber content of interlinings contained in garments separately and distinctly as part of the required information on the stamps, tags, labels, or other marks of identification of such garments as required by Rule 24(b) of the rules and regulations under the Wool Products Labeling Act of 1939.

It is further ordered, That respondents Alorna Coat Corp., a corporation, and its officers, Holly Deb Classics, Inc., a corporation, and its officers, Elwin Casuals, Inc., a corporation, and its officers, and Elliott Satnick and Irwin R. Shatkin, individually and as officers of said corporations, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the sale, advertising, or offering for sale in commerce, or the transportation or distribution in commerce of any fur product; or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which had been shipped and received in commerce, as the terms "commerce," "fur," and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

A. Misbranding any fur product by:

1. Representing, directly or by implication, on a label that the fur contained in such fur product is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

2. Failing to affix a label to such fur product showing in words and in figures plainly legible all of the information required to be disclosed by each of the subsections of section 4(2) of the Fur Products Labeling Act.

3. Failing to set forth the term "natural" as part of the information required to be disclosed on a label under the Fur Products Labeling Act and the rules and regulations promulgated thereunder to describe such fur product which is not pointed, bleached, tip-dyed, dyed, or otherwise artificially colored.

4. Failing to set forth on a label the item number or mark assigned to such fur product.

B. Falsely or deceptively invoicing any fur product by:

1. Failing to furnish an invoice, as the term "invoice" is defined in the Fur Products Labeling Act, showing in words and figures plainly legible all the information required to be disclosed by each of the subsections of section 5(b) (1) of the Fur Products Labeling Act.

2. Failing to set forth the term "natural" as part of the information required to be disclosed on an invoice under the Fur Products Labeling Act and the rules and regulations promulgated thereunder to describe such fur product which is not pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

It is further ordered, That respondents Alorna Coat Corp., a corporation,

and its officers, Holly Deb Classics, Inc., a corporation, and its officers, Elwin Casuals, Inc., a corporation, and its officers, and Elliott Satnick and Irwin R. Shatkin, individually and as officers of said corporations, and respondents' representatives, agents, and employees, directly or through any corporate or other device, do forthwith cease and desist from furnishing a false guaranty that fur product is not misbranded, falsely invoiced, or falsely advertised when the respondents have reason to believe that such fur product may be introduced, sold, transported, or distributed in commerce.

It is further ordered, That the respondent corporations shall forthwith distribute a copy of this order to each of their operating divisions.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

Issued: May 14, 1969.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 69-6897; Filed, June 11, 1969;
8:45 a.m.]

[Docket No. 6557]

PART 13—PROHIBITED TRADE PRACTICES

Brillo Manufacturing Co., Inc.

Subpart—Acquiring corporate stock or assets: § 13.5 Acquiring corporate stock or assets.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 7, 38 Stat. 731, as amended; 15 U.S.C. 18) [Order adopting tentatively modified order, Brillo Manufacturing Co., Inc., Brooklyn, N.Y., Docket 6557, May 20, 1969]

Order adopting tentatively modified order of March 27, 1969, which reopened proceeding and modified final order dated January 17, 1964, 29 F.R. 2379, by vacating the fourth paragraph that required respondent to cease manufacturing industrial steel wool, with certain exceptions, on the premises of an acquired company.

Order adopting tentatively modified order, is as follows:

It is ordered, That the tentatively modified order of the Commission, issued on March 27, 1969, be, and it hereby is, adopted as the modified order of the Commission.

Issued: May 20, 1969.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 69-6898; Filed, June 11, 1969;
8:47 a.m.]

[Docket No. C-1530]

PART 13—PROHIBITED TRADE PRACTICES

Manhattan Fur Dressing Corp. et al.

Subpart—Invoicing products falsely: § 13.1108 Invoicing products falsely: 13.1108-45 Fur Products Labeling Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 Formal regulatory and statutory requirements: 13.1852-35 Fur Products Labeling Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, sec. 8, 65 Stat. 179; 15 U.S.C. 45, 69f) [Cease and desist order, Manhattan Fur Dressing Corp. et al., New York, N.Y., Docket C-1530, May 13, 1969]

In the Matter of Manhattan Fur Dressing Corp., a Corporation, and Herman Handros, Herman Aronowitz, and Romeo Pinotti, Individually and as Officers of Said Corporation

Consent order requiring a New York City fur dressing corporation to cease falsely invoicing its fur products.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Manhattan Fur Dressing Corp., a corporation, and its officers, and Herman Handros, Herman Aronowitz, and Romeo Pinotti, individually and as officers of said corporation, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur product; or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution of any fur product which is made in whole or in part of fur which has been shipped and received in commerce; or in connection with the introduction into commerce, or the sale, advertising or offering for sale in commerce, or the transportation and distribution in commerce of furs, as the terms "commerce," "fur," and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from falsely or deceptively invoicing furs or fur products by:

1. Failing to furnish invoices, as the term "invoice" is defined in the Fur Products Labeling Act, showing in words and figures plainly legible all the information required to be disclosed by subsections A through E of section 5(b) (1) of the Fur Products Labeling Act.

2. Representing, directly or by implication, on invoices that the fur contained in the furs or fur products is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

3. Describing fur products or furs which have been bleached, dyed, or otherwise artificially colored by the name

of mink or by any other animal name or names without disclosing that the said fur products or furs were bleached, dyed, or otherwise artificially colored.

4. Representing, directly or by implication, on an invoice that the Federal Trade Commission has approved or certified any fur or fur product or any process in connection with a fur or fur product.

5. Failing, when a fur or fur product is pointed out or contains or is composed of bleached, dyed, or otherwise artificially colored fur, to disclose such facts as a part of the required information or invoices pertaining thereto.

6. Failing to set forth the term "natural" as part of the information required to be disclosed on an invoice under the Fur Products Labeling Act and the rules and regulations promulgated thereunder to describe such fur or fur product which is not pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: May 13, 1969.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 69-6899; Filed, June 11, 1969;
8:45 a.m.]

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 9—Atomic Energy Commission

PART 9-7—CONTRACT CLAUSES

Subpart 9-7.50—Use of Standard Clauses

PART 9-16—PROCUREMENT FORMS

Subpart 9-16.9—Illustration of Forms

MISCELLANEOUS AMENDMENTS

These amendments to the AEC Procurement Regulations add a new contract clause (AECPR 9-7.5006-60) to assure that individual radiation exposure records are retained and preserved by AEC contractors exempt from AEC licensing, and update paragraph 10 of AECPR 9-16.951-2.

1. The following section is added to § 9-7.5006:

§ 9-7.5006-60 Preservation of individual occupational radiation exposure records.

Individual occupational radiation exposure records generated in the performance of work under this contract shall be

subject to inspection by the Commission and shall be preserved by the contractor until disposal is authorized by the Commission, or at the option of the contractor delivered to the Commission upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in the Commission upon delivery.

NOTE A: The foregoing clause shall be included in all contracts containing AEC standard clause AECPR 9-7.5006-47.

2. In § 9-16.951-2 (AEC 103a) *Purchase Order Terms*, paragraph 10, *Work Hours Act of 1962—Overtime Compensation*, is revised to read as follows:

§ 9-16.951-2 (AEC 103a) *Purchase Order Terms.*

10. *Contract Work Hours Standards Act—Overtime Compensation.* This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act—Overtime Compensation (40 U.S.C. 327-330) and is not covered by the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Contract Work Hours Standards Act.

(Sec. 161, Atomic Energy Act of 1954, as amended, 68 Stat. 948, 42 U.S.C. 2201; sec. 205 of the Federal Property and Administrative Services Act of 1949, as amended, 63 Stat. 390, 40 U.S.C. 486)

Effective date. These amendments are effective upon publication in the FEDERAL REGISTER.

Dated at Germantown, Md., this 5th day of June 1969.

For the U.S. Atomic Energy Commission.

JOSEPH L. SMITH,
Director,
Division of Contracts.

[F.R. Doc. 69-6891; Filed, June 11, 1969;
8:45 a.m.]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[FCC 69-630]

PART 0—COMMISSION ORGANIZATION

Order Regarding Official Office Hours

1. Effective June 30, 1969, the official office hours of the Commission's main offices located at 1919 M Street NW., Washington, D.C., will be changed from 8:30 a.m.-5 p.m. to 8 a.m.-4:30 p.m., and thus Part 0 of the rules and regulations should be amended to reflect this change. The amendment is set forth below.

2. The District No. 24 Field Office of the Field Engineering Bureau (located at 1919 M Street) and the Laboratory Division, Office of Chief Engineer (located at Laurel, Md.) will conform to the new hours of the Commission's main offices. The hours of all other Commis-

sion field offices are determined by local requirements and will remain unchanged.

3. The Immediate Office of the Secretary and the Mail and Files Branch of the Office of Executive Director will continue to remain open until 5 p.m. to receive documents filed with the Commission. For the convenience of the public, the Office of Information will also remain open until 5 p.m.

4. Because this amendment relates to internal agency organization and management, the procedural provisions of section 4 of the Administrative Procedure Act, 5 U.S.C. 553, do not apply. Authority for this amendment is contained in sections 4(d), 5, and 303(r) of the Communications Act of 1934, as amended, 47 U.S.C. 154(d), 155, and 303(r).

In view of the foregoing: *It is ordered*, Effective June 30, 1969, that Part 0 of the rules and regulations is amended as set forth below.

(Secs. 4, 5, 303, 48 Stat., as amended, 1966, 1068, 1082; 47 U.S.C. 154, 155, 303)

Adopted: June 4, 1969.

Released: June 9, 1969.

FEDERAL COMMUNICATIONS
COMMISSION,
BEN F. WAPLE,
Secretary.

Part 0 of Chapter I of Title 47 of the Code of Federal Regulations is amended as follows:

Section 0.403 is revised to read as follows:

§ 0.403 Office hours.

The main offices of the Commission are open from 8 a.m. to 4:30 p.m., Monday through Friday, excluding legal holidays. The Immediate Office of the Secretary and the Mail and Files Branch, Office of the Executive Director, will remain open until 5 p.m. to receive documents filed with the Commission. The Office of Information will also remain open until 5 p.m.

[F.R. Doc. 69-6942; Filed, June 11, 1969;
8:49 a.m.]

[Docket No. 16779; FCC 69-636]

SAFETY AND SPECIAL RADIO SERVICES

Report and order. In the matter of waiver of the construction permit requirement in the safety and special radio services, Docket No. 16779.

1. On July 20, 1966, the Commission adopted a notice of proposed rule making in the above-entitled matter (FCC 66-657) which provided for filing of comments and was duly published in the FEDERAL REGISTER on July 27, 1966 (31 F.R. 10133). The time for filing comments and reply comments has passed.

2. In the notice we proposed the amendment of § 1.923 of the Commission's rules to waive, under the authority of § 319(d) of the Communications Act, the construction permit requirement for those categories of stations in the Safety and Special Radio Services which are still required to obtain such permits. Previous to the institution of the instant

proceeding (Docket No. 16779) the requirement had already been waived by the Commission for most radio stations in the Safety and Special Radio Services. The categories of stations to which the requirement still applies and which are listed in § 1.923 are: Operational fixed, land radiopositioning, public and limited class I and II coast, shore radiolocation, shore radionavigation, shore radar, Alaskan public fixed stations, and stations proposing an antenna tower which requires study for possible air navigation hazards. Our experience in administering those stations for which the requirement has already been waived and the stations which are the subject of this rule making proceeding shows that the requirement does not serve a useful purpose in the Safety and Special Radio Services, and in fact has at times unnecessarily hampered the timely commencement of construction of legitimate station installations.

3. Comments in response to the notice of proposed rule making were filed by the Central Committee on Communications Facilities of the American Petroleum Institute (Central Committee), the Association of American Railroads, the National Committee for Utilities Radio, and the Special Industrial Radio Service Association, Inc. (SIRSA). Each supported the proposal. No adverse comments and no reply comments were received.

4. In view of the foregoing, and because it will serve the public interest, convenience, or necessity, we will waive the construction permit requirement in the Safety and Special Radio Services, as proposed, by amending § 1.923. Central Committee and SIRSA have suggested that, additionally, we should amend § 91.62, which deals with the construction period for stations in the Industrial Radio Services for which construction permits are issued. As a result of our waiver, we will ultimately amend or delete not only § 91.62 but all of our rules specifically dealing with construction permits in the Safety and Special Radio Services.

5. We will not make such a wholesale change in our rules at this time. The reason is that we do not intend to alter the status of valid construction permits which are outstanding as of the effective date of this order. Thus, the construction permit rules in general will remain unchanged for the time being so that they will continue to govern procedures and operations concerning those outstanding permits and the related radio stations.

6. Any applications for construction permits for new stations or for modification of licensed stations which are pending on the effective date of this order, or which are filed later, will be handled as applications for station licenses or for modified station licenses, as the case may be.

7. In § 1.1115(a), the fee schedule for the Safety and Special Radio Services has, up until now, called for construc-

tion permit application filing fees of \$30 for operational fixed microwave stations and \$50 for public coast stations. Because of the elimination of the construction permit requirement, an applicant for an authorization for one of those stations will file as an initial application an application for a license and not, as previously required, an application for a construction permit. Because the Commission's processing of such a license application will be essentially the same as it would have been for the construction permit application it replaces, we will require the same filing fee for the license application as we have required for the construction permit application. Accordingly, in today's action we are adopting an appropriate amendment to § 1.1115(a). We have not changed the provision in § 1.1115(b) (9) that a fee is not required for an application for a license to cover a construction permit so that it will continue to govern applications for licenses to cover construction permits outstanding as of the effective date of this order.

8. To eliminate any confusion as to whether a construction permit will, notwithstanding today's waiver action, still be required for stations under Part 81 of the rules, we are also today amending § 81.21, which provides that no license shall be issued by the Commission for any Part 81 station unless a permit for construction has first been granted by the Commission. Our waiver action supersedes the construction permit requirement and the amendment to § 81.21 will clarify this point. Similarly, we are deleting the construction permit requirement in § 87.31(a).

9. Waiver of the construction permit requirement in § 1.923 will mean that an application for a construction permit will no longer be necessary in the Safety and Special Radio Services, as previously required by § 1.923(f), for proposed antenna construction for which the Federal Aviation Administration requires that it be notified. However, application for modification of existing license will still be required for such an antenna change even though the previously required antecedent construction permit will no longer be necessary. We are herein amending § 1.923 to clarify this requirement. We also reiterate that (as pointed out in our notice of proposed rule making) there is no change in the existing requirements concerning notification to the Federal Aviation Administration in accordance with Part 77 of its rules and the complementary requirements of Part 17 of our rules.

10. In view of the foregoing: *It is ordered*, Pursuant to the authority contained in sections 4(i), 303(r), and 319 (d) of the Communications Act of 1934, as amended, that, effective July 14, 1969, Parts 1, 81, and 87 of the Commission's rules are amended as set forth below. *It is further ordered*, That this proceeding is terminated.

(Secs. 4, 303, 319, 48 Stat., as amended, 1066, 1062, 1069; 47 U.S.C. 154, 303, 319)

Adopted: June 4, 1969.

Released: June 9, 1969.

FEDERAL COMMUNICATIONS
COMMISSION,¹

[SEAL] BEN F. WAPLE,
Secretary.

PART 1—PRACTICE AND PROCEDURE

1. Section 1.923 is revised to read as follows:

§ 1.923 Waiver of construction permit requirement.

(a) Effective July 14, 1969, a construction permit shall not be required for any station in the Safety and Special Radio Services.

(b) Licensees must apply for modification of station license for any antenna change which would be inconsistent with the terms of the station authorization or for which notification is required to be given to the Federal Aviation Administration by that agency. Part 17 of this chapter describes the notification criteria.

2. Section 1.1115(a) is amended to read as follows:

§ 1.1115 Schedule of fees for Safety and Special Radio Services.

(a) Except as provided in paragraph

(b) of this section, all formal applications filed in the Safety and Special Radio Services shall be accompanied by the fees prescribed below:

Applications in the Amateur Radio Service:

For initial license, including new class of operator license, and for renewal of license.....	\$4
For modification of license.....	2
Request for special call sign pursuant to § 97.51.....	20

Applications in the Citizens Radio Service:

For Class A station authorization.....	10
For all other classes of stations in the Citizens Radio Service.....	8

Applications for Radio Station Authorizations for Operational Fixed Radio Stations for which frequencies above 952 Mc/s are requested:

For initial authorization.....	30
For modification of authorization.....	10

Applications for Common Carrier Public Coast Stations in the Maritime Radio Services:

For initial authorization.....	50
For modification of authorization.....	10

Applications for renewal only for which FCC Form 405-A or 405-B is prescribed.....

Applications for ship radio station license when accompanied by a request for an interim station license.....	13
All other applications filed in the Safety and Special Radio Services.....	10

¹ Commissioner Johnson concurring in the result.

PART 81—STATIONS ON LAND IN MARITIME SERVICES

3. In § 81.21 the headnote and paragraph (b) are amended to read as follows:

§ 81.21 Authorization required.

(b) Effective July 14, 1969, a construction permit shall not be required prior to the issuance of a license for the operation of any station subject to this part. Applications for construction permit pending on that date, or filed thereafter, shall be handled by the Commission as applications for station license.

PART 87—AVIATION SERVICES

4. Section 87.31(a) is amended to read as follows:

§ 87.31 Application for ground station authorization.

(a) Application for new, modified or assignment of ground station authorizations, except as provided in paragraphs (b), (c), and (d) of this section, shall be submitted on FCC Form 406.

[F.R. Doc. 69-6943; Filed, June 11, 1969; 8:49 a.m.]

[Docket No. 18244; FCC 69-631]

PART 73—RADIO BROADCAST SERVICES

Nondiscrimination in Employment Practices

Report and order. In the matter of petition for rule making to require broadcast licensees to show nondiscrimination in their employment practices, Docket No. 18244, RM-1144.

1. On July 5, 1968, the Commission released a memorandum opinion and order and notice of proposed rule making, 33 F.R. 9960, 13 FCC 2d 766, setting forth its view that discriminatory employment practices by a broadcast licensee are incompatible with operation in the public interest. We found that the Commission has a responsibility to implement the important national policy against discrimination on the basis of race, color, religion, or national origin, and we accordingly announced our intention to act upon substantial complaints of discrimination, either directly or by referral to an appropriate Federal, State, or local body. At the same time, we stated our doubt that embodying the policy in rule form and requiring periodic (e.g., at renewal time) showings of compliance with the policy would be useful. The tentative decision to proceed primarily upon a complaint basis¹ was substantially influenced by considerations related to our limited staff resources. However, we simultaneously instituted rule making to explore the questions of whether the basic nondiscrimination requirement should be embodied in a rule, whether a showing of

compliance should be required, and whether notices of equal employment rights should mandatorily be posted in employment offices and placed on employment applications.

2. The comments and reply comments filed on these issues have been most helpful. The interested parties are essentially unanimous in support of the proposition that there ought not be discrimination in employment practices of broadcast licensees. However, several parties have urged either that the Commission lacks authority to implement this policy, in light of the creation of a special Commission (the Equal Employment Opportunity Commission) to act across-the-board with respect to the problem of discrimination or, that, for the same reason, it would at least be better policy for the Federal Communications Commission not to attempt to duplicate the EEOC's processes with additional requirements in the broadcast field. For the reasons already stated in the July 5, 1968, memorandum opinion and order and notice of proposed rule making, we cannot agree with these latter contentions. Indeed, a substantial case has been made that because of the relationship of the Government of the United States to broadcast stations, the Commission has a constitutional duty to assure equal employment opportunity.² However, we need not decide this point. It is enough that the importance and urgency of the equal employment opportunity policy in the areas covered command its implementation on every appropriate front. Action by the Commission will complement, not conflict with, action by bodies specially created to enforce the policy, as the EEOC points out in its comments and as the Department of Justice has also advised us. It is also clear that we have an independent responsibility to effectuate such a strong national policy in broadcasting, and that we need not await a judgment of discrimination by some other forum or tribunal. *National Broadcasting Company v. United States*, 319 U.S. 190 (1943); *Southern Steamship Company v. Labor Board*, 316 U.S. 31 (1942).³ As Assistant Attorney General Pollack urged:

Because of the enormous impact which television and radio have upon American life, the employment practices of the broadcasting industry have an importance greater than that suggested by the number of its employees. The provision of equal opportunity in employment in that industry could therefore contribute significantly toward reducing and ending discrimination in other industries. For these reasons I consider adoption of the proposed rule, or one embodying the same principles, a positive step

¹ The contention is rested upon such decisions as *Burton v. Wilmington Parking Authority*, 365 U.S. 715 (1961).

² The policy being so clear, our authority extends to its application to stations with fewer than 25 employees, although Congress chose to limit the particular remedies in the Civil Rights Act of 1964, entrusted to the EEOC, to those employers having at least 25 employees.

which your Commission appears to have ample authority to take.⁴

3. The fear has also been expressed, with respect to the complaint referral policy we announced in our July 1968 opinion, that inconsequential or spurious complaints of discrimination could be used to delay Commission consideration of applications. We agree that consideration of applications should not be held up because of inconsequential complaints. For that reason, our earlier opinion stated that we will refer to other agencies only "... complaint[s] raising a substantial issue of discrimination ... against a station ...". In this connection, we may also make our own preliminary investigation at our discretion in lieu of the complaint referral procedure. We will exercise care in the use of these procedures to the end that no licensee need fear undue delay arising out of the referral procedure. On the other hand, we do not believe that an application should be granted where a serious qualification question remains unresolved. The command of the Communications Act is to the contrary, whatever the nature of the particular unresolved public interest question. Therefore, while not every complaint of an isolated action, even if substantial, will warrant deferring a renewal or designating a renewal application for hearing,⁵ renewal will not be appropriate where there is a pattern of substantial failure to accord equal employment opportunities.

4. The earlier opinion proposed almost sole reliance upon a complaint procedure and further stated our view that it was not necessary to adopt the policy on equal employment opportunity in rule form. A number of commenting parties have urged that a formal rule would be useful, not only to emphasize the policy and make it specific, but also to make available the remedy of forfeitures under section 503 of the Communications Act of 1934, as amended, 47 U.S.C. section 503, where there is noncompliance. They state, as we have recognized in other contexts, that denial of a license may sometimes be so severe a remedy that it becomes useless. We find these contentions to be meritorious, particularly since, as noted above, some complaints may be appropriately considered independently of consideration of renewal applications. It has also been urged by a substantial number of parties active in this field that the equal employment opportunity policy cannot be effectively implemented by relying solely upon individual complaints. They point out that consideration of complaints, particularly if referred to other agencies, is time consuming (a point also made by industry parties), and they state their experience that many people will not complain even though they suspect or know they have

⁴ Letter of Assistant Attorney General Stephen J. Pollack, Department of Justice, Mar. 21, 1968, page 4.

⁵ Adoption of a specific rule, which we are now proposing, will make forfeitures available where appropriate.

¹ We did indicate our intention to acquire statistical racial employment data.

been treated unfairly in respect either to initial employment or management practices, that many people will not even seek employment where they believe discriminatory practices to exist, and that individuals have great difficulty in demonstrating the existence of discrimination where it does exist.

5. These parties urge that only a serious compliance program with the burden upon the licensee to demonstrate operation conforming to national policy will be effective. The U.S. Commission on Civil Rights thus has stated in its comments:

"It is not enough that no one comes forward to complain of its noncompliance, for that may leave discriminatory practices undisturbed, much as all other complaint-oriented procedures for enforcing State and Federal FEP requirements have had only a minor impact upon the widespread discrimination the National Advisory Commission has found still exists. (Id. at 91.) The New Jersey Governor's Select Commission on Civil Disorder stated earlier this year:

"If the enforcement of equal opportunity laws on the State level is predicated upon individual complainants, it is bound to be weak and ineffective." (Report for Action (1968) at 73.)

As Appendix B to these comments indicates, there is substantial unanimity among FEP commissions and professional sources, including a number of persons who have specialized for a lifetime in problems of administrative law, that complaint-oriented procedures to enforce nondiscrimination requirements, for various reasons, do not work. They cannot, in light of two decades of experience, be expected to work."

Moreover, reliance solely upon a complaint procedure to implement equal employment opportunity cannot cope with general patterns of discrimination developed out of indifference as much as out of outright bias. In this connection, the Committee on Government Contracts concluded in 1960 that:

Overt discrimination, in the sense that an employer actually refuses to hire solely because of race, religion, color, or national origin is not as prevalent as is generally believed. To a greater degree, the indifference of employers to establishing a positive policy of nondiscrimination hinders qualified applicants and employees from being hired and promoted on the basis of equality.

The direct result of such indifference is that schools, training institutions, recruitment and referral sources follow the pattern set by industry. Employment sources do not normally supply job applicants regardless of race, color, religion, or national origin unless asked to do so by employers."

Despite the workload problems, these considerations impel us to adopt further requirements to assure equal employment opportunity, especially in view of the urgent national need cited in our earlier opinion. We believe it vital that such action be taken.

6. In order to accomplish the foregoing purposes, we are adopting rules modeled closely upon the equal opportunity program requirements which the Civil Service Commission has adopted for Govern-

ment agencies, and which are the product of considerable experience.⁸ We have decided upon the basis of the record before us that such rules should be adopted. They are set out below.

7. We also believe, as stated in our earlier opinion, that statistical information should be obtained. Such information will give us a "profile" of the broadcast industry, and may also be more useful in indicating noncompliance than we had previously thought. See *United States v. Wiman*, 304 F. 2d 53 (C.A. 5, 1962); *State of Alabama v. United States*, 304 F. 2d 583, 586 (C.A. 5, 1962). As the court stated in the latter case (304 F. 2d at 586): "In the problem of racial discrimination, statistics often tell much, and Courts listen." We therefore propose to adopt an additional rule to obtain statistical data for the broadcast industry. We had considered as the vehicle for reporting statistical information the primary Employer Information Report EEO-1 developed by the EEOC, the Office of Federal Contract Compliance of the Department of Labor, and Plans for Progress. This form requires statistics on several general work categories⁹ for employees who are Negro, Oriental, American Indian, and Spanish Surnamed American. It is already being prepared annually by many broadcasters, and its use by broadcasters already using it would have that advantage. However, we have devised a new form which we believe will be more useful for our purposes.¹⁰ It utilizes the same job categories as the EEO-1 form,¹¹ but requires a station-by-station breakdown, which EEO-1 does not. We believe our proposed form has considerable additional advantages by way of simplicity and brevity. This form will still permit interindustry comparisons and should minimize industry burdens.¹² Preparation of the requested information should be of minimal difficulty. We seek the advice and suggestions of all interested persons concerning the proposed form. We propose to include network personnel and so-called headquarters staffs for broadcast operations.

⁸ Equal Opportunity, Agency Program, 5 CFR 713.203.

⁹ These categories are: Officials and managers, Professionals, Technicians, Sales workers, Office and clerical, Craftsmen (Skilled), Operatives (Semiskilled), Laborers (Unskilled), and Service Workers.

¹⁰ See the Commission's further notice of proposed rule making in Docket No. 18244, "In the Matter of Petition for Rule Making to require broadcast licensees to show nondiscrimination in their employment practices" (FCC 69-632), adopted June 4, 1969, for the text of the proposed rules, amendments to current FCC reporting forms and the proposed FCC Form 325, Annual Employment Report.

¹¹ While the advantages of having the same job categories as those in the EEO-1 form prompted their use in the new FCC form, we invite comment upon alternative categories which might be more directly related to the broadcast industry, and thus perhaps more useful.

¹² We propose to obtain the requested information only for the broadcast operations of licensees also engaged in nonbroadcast activities, except for related subscription services, which we believe should be included.

8. In accordance with the considerations set forth in paragraphs 4, 5, and 6, supra, we are also proposing to require the submission by licensees of more detailed equal opportunity programs as to significant minority groups (Negroes, Orientals, American Indians, and Spanish Surnamed Americans) which may be most in need of assistance in achieving equal employment. These written programs will enable licensees to focus, in terms of their individual situations, upon the best method of assuring effective equal employment practices. Supplemental to the adoption of such programs will be reports to be prepared with renewal applications whose purpose will be a review by the licensee of the effectiveness of his program. Since we have not hitherto proposed specific requirements in this area, we seek comment upon the particulars of the proposed provisions. See Note 10, supra, for reference to the text of these provisions. We propose to require that each station with five or more full-time employees develop an equal employment opportunity program, taking due account of such factors as station size and location and demographic makeup of the area.¹³ The scope of the program would vary with the size of the station and the nature of the community and its racial makeup, but its essential purpose for every station would be to assure equal opportunity in every aspect of station employment practice, including training, hiring, promotion, pay scales, and work assignments. While permitting flexibility, the programs would be expected to include specifics of the station's practices such as, but not limited to those listed in the additions to the applications forms. See Note 10, supra, for reference to the text of these additions. The proposed procedure would require that these programs be submitted by existing stations within an appropriate time, and by applicants for new and transferred facilities. They would be kept open for public inspection at the station and modified as required. In view of these requirements we see no need for a separate requirement on the posting of notices and statements on application forms discussed in the notice of proposed rule making. In addition, as mentioned above, we also believe that reports should be prepared at renewal time to enable the licensee to appraise the effectiveness and relevance to his own situation of his equal employment opportunity program. It should be most useful to know how the specific practices proposed in the station's equal employment opportunity program have been concretely applied and what effect they

¹³ We believe it reasonable to exclude stations with less than five full-time employees. While the rules now adopted apply to all employees and contain general requirements which can readily be adhered to even where minority group representation may be minimal, we also should make clear that a licensee need not prepare an equal employment opportunity program where the particular minority groups concerned are represented in the area in such insignificant numbers that a program would not be meaningful.

⁸ Comments of U.S. Commission on Civil Rights, Sept. 9, 1968, pp. 5-6.

⁹ Pattern for Progress, Final Report to President Eisenhower from the Committee on Government Contracts, page 14 (1960).

have had upon the flow of applications for employment, actual hiring, and the status of minority group members. This information would be submitted by each broadcaster in appropriate exhibits with the application for renewal of license.

9. It is important to emphasize in connection with the requirements of the general rule, and the equal opportunity programs proposed, that they do not cover certain areas of employment practice which we described as most appropriate for an "appeal to conscience" in our earlier opinion. The need for such further affirmative action along the lines suggested in the Kerner Report is however, strongly urged as a voluntary supplement to the requirements of the proposed rules. Thus, broadcasters might consider the adoption of special training programs for qualifiable minority group members, cooperative action with other organizations to improve employment opportunities and community conditions that affect employability, and other measures in addition to the employment practices suggested in the proposed rules. These voluntary measures may well be the chief hope of achieving equal employment opportunity at the earliest possible time, and the decision to take such action rests with the individual broadcaster.

10. It is ordered, Pursuant to the authority contained in sections 4(i), 303, 307, 308, 309, and 310 of the Communications Act of 1934, as amended, 47 U.S.C. 154(i), 303, 307, 308, 309, and 310, that effective July 14, 1969, Part 73 of

the Commission's rules is amended as set forth below.

(Secs. 4, 303, 307, 308, 309, 310, 48 Stat., as amended, 1066, 1082, 1083, 1084, 1085, 1086; 47 U.S.C. 154, 303, 307, 308, 309, 310)

Adopted: June 4, 1969.

Released: June 6, 1969.

FEDERAL COMMUNICATIONS
COMMISSION,¹⁴

[SEAL] BEN F. WAPLE,
Secretary.

In Part 73, §§ 73.125, 73.301, 73.599, 73.680, and 73.793, all to read identically, are added as follows:

§ 73. Equal employment opportunities.

(a) *General policy.* Equal opportunity in employment shall be afforded by all licensees or permittees of commercially or noncommercially operated standard, FM, television or international broadcast stations (as defined in this part) to all qualified persons, and no person shall be discriminated against in employment because of race, color, religion, or national origin.

(b) *Equal employment opportunity program.* Each station shall establish, maintain, and carry out, a positive continuing program of specific practices

¹⁴ Commissioner Bartley not participating and Commissioner Robert E. Lee concurring in part and dissenting in part and issuing a statement filed as part of the original document.

designed to assure equal opportunity in every aspect of station employment policy and practice. Under the terms of its program, a station shall:

(1) Define the responsibility of each level of management to insure a positive application and vigorous enforcement of the policy of equal opportunity, and establish a procedure to review and control managerial and supervisory performance.

(2) Inform its employees and recognized employee organizations of the positive equal employment opportunity policy and program and enlist their cooperation.

(3) Communicate the station's equal employment opportunity policy and program and its employment needs to sources of qualified applicants without regard to race, color, religion, or national origin, and solicit their recruitment assistance on a continuing basis.

(4) Conduct a continuing campaign to exclude every form of prejudice or discrimination based upon race, color, religion, or national origin from the station's personnel policies and practices and working conditions.

(5) Conduct continuing review of job structure and employment practices and adopt positive recruitment, training, job design, and other measures needed in order to insure genuine equality of opportunity to participate fully in all organizational units, occupations, and levels of responsibility in the station.

[F.R. Doc. 69-6944; Filed, June 11, 1969; 8:49 a.m.]

Proposed Rule Making

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

[25 CFR Part 221]

OPERATION AND MAINTENANCE CHARGES

Flathead Indian Irrigation Project, Mont.

Basis and purpose. Notice is hereby given that pursuant to the authority contained in the Acts of August 1, 1914 (38 Stat. 583), May 18, 1916 (39 Stat. 142) and March 7, 1928 (45 Stat. 210), and by virtue of the authority delegated by the Secretary of the Interior to the Commissioner of Indian Affairs (Order No. 2508; 14 F.R. 258), and by virtue of the authority delegated by the Commissioner of Indian Affairs to the Area Director (10 BIAM 3), it is proposed to amend §§ 221.24, 221.26, and 221.28 of Title 25, Code of Federal Regulations, dealing with the irrigable lands of the Flathead Indian Irrigation Project, Mont., that are subject to the jurisdiction of the several irrigation districts. The purpose of this amendment is to establish the lump sum assessment against the Flathead, Mission and Jocko Valley Districts within the Flathead Indian Irrigation Project for the 1970 season.

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 amendment to the Area Director, U.S. Bureau of Indian Affairs, 316 North 26th Street, Billings, Mont. 59101, within 30 days of the date of publication of this notice in the FEDERAL REGISTER.

Sections 221.24, 221.26, and 221.28 are amended to read as follows:

§ 221.24 Charges.

Pursuant to a contract executed by the Flathead Irrigation District, Flathead Indian Irrigation Project, Mont., on May 12, 1928, as supplemented and amended by later contracts dated February 27, 1929, March 28, 1934, August 26, 1936, and April 5, 1950, there is hereby fixed for the season of 1970 an assessment of \$305,976.29 for the operation and maintenance of the irrigation system which serves that portion of the project within the confines and under the jurisdiction of the Flathead Irrigation District. This assessment involves an area of approximately 82,057.61 acres, which does not include any land held in trust for Indians and covers all proper general charges and project overhead.

§ 221.26 Charges.

Pursuant to a contract executed by the Mission Irrigation District, Flathead Indian Irrigation Project, Mont., on March 7, 1931, approved by the Secretary of the Interior on April 21, 1931, as supplemented and amended by later contracts dated June 2, 1934, June 6, 1936, and May 16, 1951, there is hereby fixed, for the season of 1970 an assessment of \$55,169.18 for the operation and maintenance of the irrigation system which serves that portion of the project within the confines and under the jurisdiction of the Mission Irrigation District. This assessment involves an area of approximately 14,908.72 acres, which does not include any land held in trust for Indians and covers all proper general charges and project overhead.

§ 221.28 Charges.

Pursuant to a contract executed by the Jocko Valley Irrigation District, Flathead Indian Irrigation Project, Mont., on November 13, 1934, approved by the Secretary of the Interior on February 26, 1935, as supplemented and amended by later contracts dated August 26, 1936, April 18, 1950, and August 24, 1967, there is hereby fixed for the season of 1970 an assessment of \$23,279.52 for the operation and maintenance of the irrigation system which serves that portion of the project within the confines and under the jurisdiction of the Jocko Valley Irrigation District. This assessment involves an area of approximately 6,870.03 acres, which does not include any lands held in trust for Indians and covers all proper general charges and project overhead.

JAMES F. CANAN,
Area Director.

[F.R. Doc. 69-6900; Filed, June 11, 1969;
8:45 a.m.]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[14 CFR Part 71]

[Airspace Docket No. 69-WE-17]

FEDERAL AIRWAY

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that would alter VOR Federal airway No. 8 south alternate segment from Grand Junction, Colo., to Kremmling, Colo., by lowering the floor of the airway segment between the Crystal, Colo., intersection

and the Glenwood Springs, Colo., intersection from 13,000 feet MSL to 12,000 feet MSL.

The minimum altitude established for transitioning from Glenwood Springs intersection to the Rifle, Colo., radio beacon is 12,300 feet MSL. The Rifle, Colo., transition area, which is being processed in Airspace Docket No. 69-WE-15, would designate controlled airspace for this transition route with a floor of 12,000 feet MSL. By lowering the airway floor between Crystal and Glenwood Springs, the airway segment and the transition area would have a common floor and charting would be simplified.

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, Western Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, 5651 West Manchester Avenue, Post Office Box 92007 Worldway Postal Center, Los Angeles, Calif. 90009. 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. The proposal contained in this notice may be changed in the light of comments received.

This amendment is proposed under the authority of sec. 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348) and sec. 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on June 4, 1969.

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

[F.R. Doc. 69-6919; Filed, June 11, 1969;
8:47 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 69-WE-60]

CONTROL AREA

Proposed Designation

The Federal Aviation Administration (FAA) is considering an amendment to Part 71 of the Federal Aviation Regulations that would designate offshore Control Area 1154 along the coastal area in the vicinity of Ukiah, Calif.

As part of this proposal relates to the navigable airspace outside the United States, this notice is submitted in consonance with the ICAO International Standards and Recommended Practices.

Applicability of International Standards and Recommended Practices, by the Air Traffic Service, FAA, in areas outside

domestic airspace of the United States is governed by Article 12 and Annex 11 to the Convention on International Civil Aviation (ICAO), which pertains to the establishment of air navigation facilities and services necessary to promoting the safe, orderly and expeditious flow of civil air traffic. Its purpose is to insure that civil flying on international air routes is carried out under uniform conditions designed to improve the safety and efficiency of air operations.

The International Standards and Recommended Practices in Annex 11 apply in those parts of the airspace under the jurisdiction of a contracting state, derived from ICAO, wherein air traffic services are provided and also whenever a contracting state accepts the responsibility of providing air traffic services over high seas or in airspace of undetermined sovereignty. A contracting state accepting such responsibility may apply the International Standards and Recommended Practices to civil aircraft in a manner consistent with that adopted for airspace under its domestic jurisdiction.

In accordance with Article 3 of the Convention on International Civil Aviation, Chicago, 1944, state aircraft are exempt from the provisions of Annex 11 and its Standards and Recommended Practices. As a contracting state, the United States agreed by Article 3(d) that its state aircraft will be operated in international airspace with due regard for the safety of civil aircraft.

Since this action involves, in part, the designation of navigable airspace outside the United States, the Administrator has consulted with the Secretary of State and the Secretary of Defense in accordance with the provisions of Executive Order 10854.

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, Western Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, 5651 West Manchester Avenue, Post Office Box 92007 Worldway Postal Center, Los Angeles, Calif. 90009. 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. 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.

The FAA proposes to designate Control 1154 as that airspace extending upward from 5,000' MSL bounded on the east by VOR Federal airway No. 199; on the south by a line extending from lat. 38°03'25" N., long. 123°11'45" W.; to

lat. 38°00'00" N., long. 123°23'00" W.; to lat. 37°50'00" N., long. 124°24'30" W.; to lat. 37°40'00" N., long. 125°23'30" W.; on the west by the Oakland Oceanic Control Area; and on the north by a line extending from lat. 38°50'00" N., long. 126°11'05" W.; to lat. 38°52'00" N., long. 125°52'30" W.; to lat. 39°00'00" N., long. 123°56'30" W.; to lat. 39°02'55" N., long. 123°22'00" W.

This control area would provide controlled airspace to allow more flexibility in routing aircraft to mainland destinations and to accommodate more direct routings for mainland departures for Pacific and Asian destinations.

The Oakland Air Route Traffic Control Center will execute a Joint Letter of Procedure with the Using Agency encompassing the proposed uses of the control area that would be within the established boundaries of Warning Area W-260.

This amendment is proposed under secs. 307(a) and 1110 of the Federal Aviation Act of 1958 (49 U.S.C. 1348, 1510) and Executive Order 10854 (24 F.R. 9565), and of sec. 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on June 4, 1969.

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

[F.R. Doc. 69-6920; Filed, June 11, 1969;
8:47 a.m.]

[14 CFR Part 75]

[Airspace Docket No. 69-CE-28]

JET ADVISORY AREA

Proposed Designation

The Federal Aviation Administration is considering an amendment to Part 75 of the Federal Aviation Regulations that would designate a nonradar jet advisory area along Jet Route No. 500 from the United States/Canadian border southeast of Lakehead, Ontario, Canada, to the positive control area boundary northwest of Sault Ste. Marie, Mich., from Flight Level 240 to Flight Level 280, inclusive. The designation of this nonradar jet advisory area would facilitate the movement of scheduled jet traffic operating between Winnipeg, Manitoba, Canada, and Toronto, Ontario, Canada.

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 Aviation Administration, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106. 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. 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 amendment is proposed under the authority of sec. 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348) and sec. 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)).

Issued in Washington, D.C., on June 4, 1969.

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

[F.R. Doc. 69-6921; Filed, June 11, 1969;
8:47 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Parts 0, 1]

[Docket No. 18244, FCC 69-632, 32889]

BROADCAST LICENSEES

Nondiscrimination in Employment Practices

In the matter of petition for rule making to require broadcast licensees to show nondiscrimination in their employment practices, Docket No. 18244; RM-1144.

1. Notice is hereby given of further proposed rule making the above-entitled matter.

2. In its report and order in this docket, adopted June 4, 1969 (FCC 69-631), the Commission adopted rules reflecting its basic policies in the area of licensee nondiscrimination in employment practices. The Commission also concluded that further rule making with respect to FCC reporting requirements would be appropriate (see FCC 69-631, paragraphs 7-8). The proposed rules are set forth in the Appendix hereto.

3. Authority for the proposed rules is set forth in sections 4(i), 303, 307, 308, 309, and 310 of the Communications Act of 1934, as amended, 47 U.S.C. 154(i), 303, 307, 308, 309, and 310.

4. Interested persons are requested to file comments on or before August 4, 1969, and reply comments on or before September 5, 1969, concerning the proposed rules and amendments to FCC reporting forms in the Appendix hereto under applicable procedures set forth in § 1.415 of the Commission's rules and regulations. In accordance with the provisions of § 1.419 of the rules, an original and 14 copies of all comments, replies, briefs and other documents shall be furnished the Commission. All relevant and timely comments and reply comments will be considered before final action is taken in this proceeding. In reaching a final decision in this proceeding, other

relevant information, in addition to the specific comments invited by this notice, may be taken into account.

Adopted June 4, 1969.

Released June 6, 1969.

FEDERAL COMMUNICATIONS
COMMISSION,¹

[SEAL] BEN F. WAPLE,
Secretary.

A. Parts 0 and 1 of the Commission's rules are amended to read as follows:

1. In § 0.455(b), subparagraph (3) is added to read as follows:

§ 0.455 Other locations at which records may be inspected.

(b) Broadcast Bureau. * * *

(3) Annual Employment Report filed by licensees and permittees of broadcast stations pursuant to § 1.612 of this chapter.

2. In § 1.526, the introductory text of paragraphs (a) and (e) is amended and a new paragraph (a) (5) is added to read as follows:

§ 1.526 Records to be maintained locally for public inspection by applicants, permittees and licensees.

(a) Records to be maintained. Every applicant for a construction permit for a new station in the broadcast services shall maintain for public inspection a file for such station containing the material in subparagraph (1) of this paragraph, and every permittee or licensee of a station in the broadcast services shall maintain for public inspection a file for such station containing the material in subparagraphs (1), (2), (3), (4), and (5) of this paragraph: *Provided, however,* That the foregoing requirements shall not apply to applicants for or permittees or licensees of television broadcast translator stations. The material to be contained in the file is as follows:

(5) A copy of every annual employment report filed by the licensee or permittee for such station pursuant to the provisions of this part; and copies of all exhibits, letters, and other documents filed as part thereof, all amendments thereto, all correspondence between the permittee or licensee and the Commission pertaining to the reports after they have been filed and all documents incorporated therein by reference and which according to the provisions of §§ 0.451-0.461 of this chapter are open for public inspection at the offices of the Commission.

(e) Period of retention. The records specified in paragraph (a) (4) of this section shall be retained for the periods specified in §§ 73.120(d), 73.290(d), 73.590(d), and 73.657(d) of this chapter (2 years). The records specified in paragraph (a) (1), (2), (3), and (5) of this section shall be retained as follows:

¹ Commissioner Bartley not participating; Commissioner Robert E. Lee dissenting and issuing a statement filed as part of original document.

3. Section 1.612 is added to read as follows:

§ 1.612 Annual employment report.

Each licensee or permittee of a commercially or noncommercially operated standard, FM, television, or international broadcast station (as defined in Part 73 of this chapter) with five or more full-time employees shall file with the Commission on or before April 1 of each year, on FCC Form 325,¹ an annual employment report.

B. Proposed additional section to be added to FCC Forms 301, 303, 309, 311, 314, 315, 340, and 342. A new Section VI¹ in FCC Forms 301, 303, 309, 311, 314, 315, 340, and 342 would be adopted.

[F.R. Doc. 69-6945; Filed, June 11, 1969; 8:49 a.m.]

[47 CFR Part 74]

[Docket No. 18568; FCC 69-641]

TV BROADCAST TRANSLATOR STATION IDENTIFICATION REQUIREMENTS

Notice of Proposed Rule Making

In the matter of amendment of § 74.783 of the Commission's rules to modify TV Broadcast Translator Station Identification Requirements, Docket No. 18568, RM-1367.

1. On November 6, 1968, the National TV Translator Association (National) filed a petition (RM-1367) requesting that § 74.783 of the Commission's rules governing TV Broadcast Translator Stations be amended to eliminate the requirement that station identification be transmitted. The present rule (§ 74.783 (a)) requires that each translator station of over 1 watt power transmit its call sign in Morse code at the beginning of each period of operation, and during operation within 5 minutes of the hour and half-hour. The rule permits this to be done by means of an automatic device incorporated in the translator, which will either turn the translator carrier on and off in the appropriate dot and dash pattern, or by modulating the local oscillator or suitable amplifier stage in the translator with an audio frequency tone keyed in the proper sequence so as to cause the modulation to appear on the visual and aural carrier emitted by the translator. National states that a translator station is required to identify itself twice as often as a regular TV station; that the code wheel is costly and mechanically far from perfect; that no particular use is made of the call signs, and that the code wheels are a needless addition to translator operations. It proposes that the translator operator be permitted to work out arrangements with the primary station to have the translator call letters included with the call letters of the primary station at sign on and sign off.

2. On December 2, 1968, the Association of Maximum Service Telecasters, Inc. (AMST), filed comments in connection with the above petition, urging that the translator identification requirement

be maintained for translators of over 1 watt, but agreeing with National that the present method of identification causes interruption of the translator signal and causes annoyance to the viewing public. AMST argues that identification of a transmitter is important in order to assist in locating the transmitter in interference cases, but that signal degradation can be eliminated. To eliminate signal degradation while permitting a positive means of identification of the high powered translators, AMST proposes use of a technique called "Frequency Shift Keying" (FSK) for the transmission of station identification, a technique previously suggested by AMST in its comments filed October 24, 1968, in Docket 15971. This FSK involves transmission of dots and dashes by shifting the frequency of the audio and video carriers transmitted by the translator. AMST suggests that the Commission should establish appropriate standards for FSK. It is claimed that FSK will not impair the quality of TV reception for the public and will provide a positive means of identification of translators.

3. Comments supporting the petition of National were filed by Doubleday Broadcasting Co., Inc., licensee of KOSA-TV (Channel 7), Odessa, Tex.; KROD-TV (Channel 4), El Paso, Tex.; and KDTV (Channel 39), Dallas, Tex.; Cowles Communications, Inc., licensee of a UHF television translator at Fort Dodge, Iowa, and a VHF television translator in Marshalltown, Iowa; and KUTV, Inc., licensee of KUTV (Channel 2), Salt Lake City, Utah. Doubleday and KUTV, Inc., urge that the rules permit the primary station, i.e., the station being rebroadcast, to transmit the call signs of the TV translators, and that such identification be required only at the beginning and end of each broadcast day. Cowles argues that the present means of transmission of station identification produces lines in the picture being rebroadcast by the translator and therefore should not be required.

4. We point out initially that in April 1966, when the rule amendment eliminating the identification requirement for 1-watt translators was adopted (FCC 66-304, 3 FCC 2d 301, 7 R.R. 2d 1547), we refused to make a similar relaxation for higher-powered translators, and later affirmed this decision on reconsideration (FCC 66-1174, 8 R.R. 2d 1636).

5. The importance of station identification is two-fold. In the first place, it distinguishes between licensed and unlicensed stations. Second, it facilitates the tracking down of interference, out-of-band radiation, and other undesirable effects of radio transmission.

6. The requested change in the present identification rule is based on the premise that station identification is not necessary for TV translators because their signals extend over a limited range and, therefore, the Commission field engineers can easily track them down. Because of the very small signal range and therefore very limited interference potential of 1-watt translators, we have been able to find that the need for identification is so small that the requirement could

¹ Filed as part of original document.

be dispensed with. However, we cannot reach the same conclusion as to higher-power operations. We must instead explore alternative identification techniques.

7. The impairment of picture quality by the transmissions of call signs is not unavoidable. A keying device which actually interrupts the translator signals will inevitably cause interference. Modulation of the local oscillator of the translator with an audio frequency tone can be achieved without significant degradation of the picture quality if the equipment is properly designed. Present rules give the translator licensee the option of using either method. It appears that the "Frequency Shift Keying" (FSK) method as proposed by AMST may be even more desirable from the standpoint of causing less or no interference to the picture than either of the above two methods.

8. The code wheel is the oldest and most reliable method of automatic identification that has been devised. By coupling a clock mechanism to the code wheel and a proper gear arrangement for the desired speed, one has an economical means of transmitting the code automatically. However, as the petitioner points out, the difficulty arises in connection with the requirement that the identification be transmitted during the period "within 5 minutes of the hour and half-hour". This provision of the rule imposes an additional requirement that the timing device not only send the identification every 30 minutes, but that it send it during two 10-minute intervals of the hour. If for some reason the primary power is interrupted, the timing mechanism must be manually reset so that it meets this requirement.

9. AMST states that the use of the technique called "FSK", whereby telegraphic characters are transmitted by shifting the operating frequency of a radio transmitter by a relatively small amount, would not interfere with the program transmitted by the translator. This method of identification would permit the detection of the identification with a conventional communications receiver. At the same time a conventional TV receiver would not be similarly affected because it is designed to accept signals over a comparatively wide frequency band, and the slight frequency shift that could be detected with a narrow-band communications receiver would not be discernible on a TV receiver. Thus, AMST claims that FSK would not impair the quality of TV reception from a TV translator. This would satisfy the petitioner's desire to eliminate the interference to the program transmitted by the translator and at the same time satisfy the Commission's requirement that translator stations of over one watt be identified with their call letters. Deleting the requirement that the identification be within the 10-minute time slot on the hour and half-hour would further ease the burden on the translator licensee.

10. FSK can be accomplished on a TV translator by shifting the frequency of the local oscillator. This would cause the visual and aural carriers transmitted by

the translator both to be shifted by the same amount and in the same direction. TV receivers in use today use an inter-carrier system of sound detection, i.e., the relative position of the sound carrier with respect to the picture carrier, and this would not be altered by FSK. Therefore, no significant impairment of sound quality would be expected. The apparatus required to produce FSK signals should be comparatively simple and inexpensive. If there is no discernible degradation of the sound and picture quality and thus no interruption to the program, there is no reason to confine transmission of station identification to spaced intervals such as to the hour and half-hour periods. It could be transmitted continuously during the time the translator was on the air, or at some other time interval: 15 minutes, 30 minutes, or once an hour. The interval would not need a high degree of accuracy. This would eliminate the need for a costly timing device to actuate the automatic keying apparatus at specified times, and would provide adequate identification to enforcement officers.

11. The AMST suggestion offers advantages to both licensees and the Commission, and warrants the institution of rule making. Manufacturers of electronic equipment, including the manufacturers of TV translators, are requested to direct comments toward the feasibility, complexity and probable cost of such apparatus.

12. Aside from use of FSK, permitting continuous keying, relaxation of the present requirements in two other respects (individually or together) warrants consideration. First, as noted above, it has been urged that identification at times within 5 minutes of the hour and half-hour, rather than simply at reasonably frequent intervals, is unduly burdensome. It is this, more than the time-interval requirement, which creates problems with use of the timing mechanism and code wheel. Second, it has also been suggested that identification at 30-minute intervals is unreasonably burdensome in that it is more often that regular TV stations are required to identify themselves, under § 73.652 of the rules (every hour on the hour). Therefore, we propose to consider herein modification of the translator ID rule to provide that (if continuous identification as discussed above is not used), translators shall identify themselves every hour within 5 minutes of the hour, or at intervals of every 30 minutes. Thus, licensees not using a continuous-identification method will have a choice: Identification every hour within 5 minutes of the hour, or identification at 30-minute intervals without regard to clock time within the hour.

13. As mentioned above, National would have the translator ID requirement satisfied by arrangement with the primary station, which would rebroadcast the translator call sign at sign-on and sign-off.¹ As previously discussed,

such an arrangement by itself would not be sufficient, since it would mean identification only twice during a 24-hour period, at the beginning and end of operation. However, it is not inconceivable that such identification would be sufficient if it were accompanied by another element: A firm arrangement by which the primary station would have information as to how the licensee, or his representative responsible for maintaining the translator, could be contacted at any time during the translator's operation. Thus, if conditions of interference or spurious emission should occur, a person trying to locate the source of the trouble could identify and contact the primary station and get information as to the translator's exact location and how to contact the licensee or his representative.

14. Comments are invited on the proposal to amend § 74.783 of the Commission's rules to provide that television translators of over 1 watt transmitter power may transmit their call signs in International Morse Code, either (a) continuously, using Frequency Shift Keying, or (b) every hour within 5 minutes of the hour, or (c) at 30-minute intervals. Comments are also invited on the possibility of requiring translator identification by the station being rebroadcast, at sign-on and sign-off, together with arrangements whereby that station is kept informed of the address and telephone number of the licensee or his representative and how to contact them in case it is necessary. Evidence of such arrangements would be required before identification on this basis would be permitted. Specific rules will be drafted when comments have been reviewed and a decision made as to whether amendment in these respects is appropriate.

15. Pursuant to applicable procedures set out in § 1.415 of the Commission's rules, interested parties may file comments on or before July 14, 1969, and reply comments on or before July 24, 1969. All relevant and timely comments and reply comments will be considered by the Commission before final action is taken in this proceeding. In reaching its decision in this proceeding, the Commission may also take into account other relevant information before it, in addition to the specific comments invited by this notice. Authority for this action is found in sections 4(i), 303(f), and 303(r) of the Communications Act of 1934, as amended.

16. In accordance with the provisions of § 1.419 of the rules, an original and 14 copies of all comments, replies, pleadings, briefs, and other documents shall be furnished the Commission.

Adopted: June 5, 1969.

Released: June 9, 1969.

FEDERAL COMMUNICATIONS
COMMISSION,²

[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 69-6946; Filed, June 11, 1969;
8:50 a.m.]

¹ Presumably, National means sign-on and sign-off of the primary station. Where that station operates 24 hours a day, the rule would provide for identification of the translator twice in a 24-hour period.

² Commissioner Robert E. Lee, absent; Commissioner Cox's concurring statement filed as part of original document.

Notices

DEPARTMENT OF STATE

[Public Notice 310]

CERTAIN NONIMMIGRANT VISAS

Validity

Public Notice 261 of April 6, 1967 authorized consular officers to issue, in their discretion, nonimmigrant visas under section 101(a)(15)(B) of the Immigration and Nationality Act valid for an indefinite period of time to otherwise eligible nationals of certain countries which offer reciprocal or more liberal treatment to nationals of the United States who are in a similar class. The Republic of Maldives is being added to the list of countries contained in that notice.

This notice amends Public Notice 261 of April 6, 1967 (32 F.R. 5643).

Dated: June 9, 1969.

BARBARA M. WATSON,
Administrator, Bureau of
Security and Consular Affairs.

[F.R. Doc. 69-6925; Filed, June 11, 1969;
8:48 a.m.]

DEPARTMENT OF THE TREASURY

Bureau of Customs

[383.2]

COUNTRY OF ORIGIN MARKING

Notice of Tentative Ruling Regarding Marking of Certain Electrical Power Cable

JUNE 3, 1969.

The Bureau of Customs has recently caused an investigation to be made regarding the foreign country of origin marking on imported heavy duty electrical power and mining cable. The reports received by the Bureau indicate that such cable is imported on large reels which are marked to indicate the country of origin at the time of importation, and in some cases the country of origin may also be marked on the end of the cable. The investigation disclosed, however, that this cable is frequently stripped from the reels and inspected to determine that the quantity, quality, and specifications are correct, and is not necessarily rewound on the same reels from which it was taken. The investigation also disclosed that this cable is usually sold by the linear foot and that it is very unusual for a customer to purchase an entire reel. If the cable is marked only on the end, pieces sold after the first length is cut from the reel do not bear a country of origin marking.

Accordingly, the Bureau tentatively is of the opinion that imported heavy duty

electrical power and mining cable should be legibly and conspicuously marked at appropriate intervals to indicate the foreign country of origin to ultimate purchasers in the United States, in order to meet the requirements of section 304, Tariff Act of 1930, as amended (19 U.S.C. 1304). The Bureau considers that reasonably such repetitive markings should be applied along the cable lengths not less frequently than at intervals of approximately 25 linear feet. Among methods affording an acceptable standard of permanence, legibility and conspicuousness for applying the name of the foreign country of origin, or such name preceded by the words "Made in" or "Product of," would be the use of raised or impressed molded lettering in cable exterior casings, the use of securely affixed weather resistant, scuff proof pressure sensitive printed labels, or the attachment of wired or crimped metal tags bearing the required legend.

Consideration will be given to any relevant data, views, or arguments which are submitted in writing to the Commissioner of Customs, Bureau of Customs, Washington, D.C. 20226, and received not later than 30 days from the date of publication of this notice in the FEDERAL REGISTER. No hearing will be held.

[SEAL]

LESTER D. JOHNSON,
Commissioner of Customs.

[F.R. Doc. 69-6947; Filed, June 11, 1969;
8:49 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[Colorado 0123957]

COLORADO

Notice of a Partial Termination of Proposed Withdrawal and Reservation of Lands

JUNE 6, 1969.

Notice of a Bureau of Reclamation, U.S. Department of the Interior application, Colorado 0123957, for withdrawal and reservation of lands for reclamation purposes in connection with the White Water Unit, Colorado River Storage Project, was published as F.R. Doc. 64-10234, on pages 13909 and 13910 of the issue for October 8, 1964. The applicant agency has canceled its application insofar as it affects the following described lands:

UTE MERIDIAN, COLORADO

T. 2 S., R. 1 E.

Sec. 4, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, containing 20 acres.

Therefore, pursuant to the regulations contained in 43 CFR Part 2311, such lands, at 10 a.m., on July 12, 1969, will

be relieved of the segregative effect of the above-mentioned application.

J. ELLIOTT HALL,
Chief, Division of Lands and
Minerals, Program Management
and Land Office.

[F.R. Doc. 69-6904; Filed, June 11, 1969;
8:46 a.m.]

[C-8879]

COLORADO

Notice of Proposed Withdrawal and Reservation of Lands

JUNE 5, 1969.

The Forest Service, U.S. Department of Agriculture, has filed an application, Serial No. C-8879, for the withdrawal of the lands described below, from prospecting, location and entry under the general mining laws only, subject to valid existing rights.

The applicant desires the lands for public recreation areas.

For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, Colorado Land Office, Room 15019, Federal Building, 1961 Stout Street, Denver, Colo. 80202.

The Department's regulations (43 CFR 2311.1-3(c)) provide that the authorized officer of the Bureau of Land Management will undertake such investigations as are necessary to determine the existing and potential demand for the lands and their resources. He will also undertake negotiations with the applicant agency with the view of adjusting the application to reduce the area to the minimum essential to meet the applicant's needs, to provide for the maximum concurrent utilization of the lands for purposes other than the applicant's, to eliminate lands needed for purposes more essential than the applicant's, and to reach agreement on the concurrent management of the lands and their resources.

The authorized officer will also prepare a report for consideration by the Secretary of the Interior who will determine whether or not the lands will be withdrawn as requested by the applicant agency.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

If circumstances warrant, a public hearing will be held at a convenient time and place, which will be announced.

SIXTH PRINCIPAL MERIDIAN

A strip of land which lies 200 feet on each side of the centerline of Forest Highway 16 (the Marvinne-Phippsburg Road) through Government lands within the following legal subdivisions:

ROUTT NATIONAL FOREST

- T. 3 N., R. 86 W.,
Sec. 22, lot 15;
Sec. 28, lot 5;
Sec. 29, lots 7, 8, 11, and 12 and Government owned portions of lots 9 and 10;
Sec. 30, lots 13, 17, 18, 19, and 20;
Sec. 31, lots 6, 7, and 8.
T. 2 N., R. 87 W., unsurveyed (Protraction Diagram No. 3),
Sec. 1.
T. 3 N., R. 87 W.,
Secs. 19, 20, 26, 27, 28, 29, 35, and 36.
T. 2 N., R. 88 W., Surveyed,
Sec. 11;
Sec. 12, $W\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}$,
 $E\frac{1}{2}W\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}$.
Unsurveyed (Protraction Diagram No. 3),
Secs. 15, 20, and 21;
Sec. 22, excluding area withdrawn under P.L.O. 1492 for Vaughn Lake Campground;
Sec. 29, north and east of the Routt-White River National Forest boundary at Ripple Creek Divide.

WHITE RIVER NATIONAL FOREST

- T. 2 N., R. 88 W., unsurveyed (Protraction Diagram No. 3),
Sec. 29, south of the Routt-White River National Forest boundary at Ripple Creek Divide;
Sec. 31;
Sec. 32.
T. 1 N., R. 88 W., unsurveyed (Protraction Diagram No. 3),
Secs. 6 and 7.
T. 1 N., R. 89 W., unsurveyed (Protraction Diagram No. 3),
Sec. 1;
Sec. 7;
Secs. 8, 9, and 10 except portions of the Roadside Zone which lie within privately owned H.E.S. 143, H.E.S. 145, E.S. 358A, and H.E.S. 295;
Sec. 11;
Sec. 12.

Lands in the Forest Highway No. 16 Roadside Zone aggregate approximately 1,266 acres.

AQUA FRIA LAKE RECREATION AREA

- T. 8 N., R. 82 W.,
Sec. 29, $SW\frac{1}{4}SW\frac{1}{4}$;
Sec. 30, $S\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$;
Sec. 31, $N\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$;
Sec. 32, $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$.

The Aqua Fria Lake Recreation Area aggregates approximately 200 acres.

J. ELLIOTT HALL,
Land Office Manager.

[F.R. Doc. 69-6905; Filed, June 11, 1969;
8:46 a.m.]

[C-6102703]

COLORADO

Notice of Proposed Withdrawal and Reservation of Lands

JUNE 6, 1969.

The Bureau of Reclamation of the Department of the Interior has filed the above application for the withdrawal of the lands described below from all forms

of appropriation under the public land laws, including the general mining laws but not the mineral leasing laws, subject to valid existing rights.

The applicant desires the land for use in connection with the Fryingpan-Arkansas Reclamation Project.

For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, Colorado Land Office, Room 15019, Federal Building, 1961 Stout Street, Denver, Colo. 80202.

The Department's regulations (43 CFR 2311.1-3(c)) provide that the authorized officer of the Bureau of Land Management will undertake such investigations as are necessary to determine the existing and potential demand for the lands and their resources. He will also undertake negotiations with the applicant agency with the view of adjusting the application to reduce the area to the minimum essential to meet the applicant's needs, to provide for the maximum concurrent utilization of the lands for purposes other than the applicant's, to eliminate lands needed for purposes more essential than the applicant's, and to reach agreement on the concurrent management of the lands and their resources.

The authorized officer will also prepare a report for consideration by the Secretary of the Interior who will determine whether or not the lands will be withdrawn as requested by the applicant agency.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record. If circumstances warrant, a public hearing will be held at a convenient time and place, which will be announced.

The lands involved are:

SIXTH PRINCIPAL MERIDIAN, COLORADO

- T. 10 S., R. 80 W.,
Sec. 31, $E\frac{1}{2}SE\frac{1}{4}$;
Sec. 32, $SW\frac{1}{4}SW\frac{1}{4}$.
T. 11 S., R. 80 W.,
Sec. 5, $SW\frac{1}{4}SE\frac{1}{4}$;
Sec. 6, lots 1, 2, and 8; $SW\frac{1}{4}NE\frac{1}{4}$;
Sec. 7, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$;
Sec. 8, all.

The above-described land aggregates 1,185 acres, more or less.

J. ELLIOTT HALL,
Manager, Colorado Land Office.

[F.R. Doc. 69-6906; Filed, June 11, 1969;
8:46 a.m.]

NEVADA

Order Opening Public Lands

JUNE 5, 1969.

1. In exchanges of land made under the provisions of section 8 of the Act of June 28, 1934 (48 Stat. 1269), as amended (43 U.S.C. 315g), the following lands have been reconveyed to the United States:

MOUNT DIABLO MERIDIAN

(N-2651, 2499, 2755)

- T. 44 N., R. 19 E.,
Sec. 21, $SW\frac{1}{4}NW\frac{1}{4}$.
T. 10 N., R. 33 E.,
Sec. 35, $NE\frac{1}{4}NE\frac{1}{4}$.
T. 18 N., R. 48 E.,
Sec. 6, lot 7;
Sec. 7, lot 1, $NE\frac{1}{4}NW\frac{1}{4}$.

(N-3761, 3358)

- T. 34 N., R. 56 E.,
Sec. 13, all.
T. 32 N., R. 60 E.,
Sec. 22, $NE\frac{1}{4}NE\frac{1}{4}$;
Sec. 23, $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$.

(N-3442)

- T. 41 N., R. 64 E.,
Sec. 1, lots 6, 7, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$;
Sec. 3, lots 6, 7, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
Secs. 9, 11.
T. 41 N., R. 65 E.,
Sec. 5, lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}$.

The areas described aggregate 3,406.61 acres.

2. Minerals were conveyed in the following described lands only:

MOUNT DIABLO MERIDIAN

- T. 44 N., R. 19 E.,
Sec. 21, $SW\frac{1}{4}NW\frac{1}{4}$.
T. 10 N., R. 33 E.,
Sec. 35, $NE\frac{1}{4}NE\frac{1}{4}$.
T. 32 N., R. 60 E.,
Sec. 22, $NE\frac{1}{4}NE\frac{1}{4}$;
Sec. 23, $NW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$.

3. The land in T. 44 N., R. 19 E., is located north of Vya, Washoe County, Nev. Soils are fine sandy loam and moderately alkaline.

4. The land in T. 10 N., R. 33 E., lies approximately 20 miles northeast of Hawthorne, Nev. Vegetative cover consists of pinon trees and big sagebrush.

5. The lands in T. 18 N., R. 48 E., are located in Monitor Valley, about 30 miles east of Austin, Nev. The land is fairly level and covered with native brush.

6. The land in T. 34 N., R. 56 E., is situated approximately 10 miles southeast of Elko, Nev. Topography is gently rolling.

7. The lands in T. 32 N., R. 60 E., are situated on the east side of Ruby Valley, about 50 miles southeast of Elko, Nev., at an elevation of 6,000 feet. Topography is gently rolling.

8. The lands in T. 41 N., Rs. 64 and 65 E., are located about 25 miles north of Wells, Nev., in northeastern Elko County. Vegetation consists of sagebrush, rabbitbrush, and greasewood.

9. Subject to valid existing rights, the provisions of existing withdrawals, and the requirements of applicable law, the lands described in paragraph 1 are hereby opened to operation of the public land laws generally; the land in paragraph 2 are opened additionally to location under the mining laws and to mineral leasing. All valid applications received at or prior to 10 a.m. on July 7, 1969, shall be considered as simultaneously filed at that time. Those received thereafter shall be considered in the order of filing.

10. Inquiries concerning the lands should be addressed to the Manager,

Land Office, Bureau of Land Management, 300 Booth Street, Reno, Nev. 89502.

ROLLA E. CHANDLER,
Manager, Nevada Land Office.

[F.R. Doc. 69-6902; Filed, June 11, 1969;
8:45 a.m.]

[Serial No. N-2435]

NEVADA

Notice of Public Sale

JUNE 6, 1969.

Under the provisions of the Public Land Sale Act of September 19, 1964 (78 Stat. 988, 43 U.S.C. 1421-1427), 43 CFR Subpart 2243, a tract of land will be offered for sale to the highest bidder at a sale to be held at 10 a.m., local time on Wednesday, July 16, 1969, at the Carson City District Office, Bureau of Land Management, 801 North Plaza Street, Carson City, Nev. 89701. The land is described as follows:

MOUNT DIABLO MERIDIAN, NEVADA

T. 12 N., R. 24 E.,
Sec. 30, SW $\frac{1}{4}$;
Sec. 31, NE $\frac{1}{4}$, S $\frac{1}{2}$.

The area described contains 638.04 acres. The appraised value of the tract is \$19,140 and the estimated publication costs to be assessed are \$12.

The land will be sold subject to all valid existing rights. Reservations will be made to the United States for rights-of-way for ditches and canals in accordance with the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945). All minerals are to be reserved to the United States and withdrawn from appropriation under the public land laws, including the general mining laws. In addition, the lands in Section 30 are subject to a reservation to the Walker River Irrigation District of 1) the perpetual right to construct irrigation and drainage ditches, flumes, pipelines, or other conduits over and across the said lands as may be necessary for the irrigation and drainage of lands within the Walker River Irrigation District, and 2) the right of ingress and egress for all Irrigation District purposes over and across the lands.

Bids may be made by a principal or his agent, either at the sale, or by mail. An agent must be prepared to establish the eligibility of his principal. Eligible purchasers are: (1) Any individual (other than an employee, or the spouse of an employee, of the Department of the Interior) who is a citizen or otherwise a national of the United States, or who has declared his intention to become a citizen, aged 21 years or more; (2) any partnership or association, each of the members of which is an eligible purchaser, or (3) any corporation organized under the laws of the United States, or any State thereof, authorized to hold title to real property in Nevada.

Bids must be for all the land in the parcel. A bid for less than the appraised value of the land is unacceptable. Bids sent by mail will be considered only if received by the Carson City District Of-

fice, Bureau of Land Management, 801 North Plaza Street, Carson City, Nev. 89701, prior to 4 p.m., on Tuesday, July 15, 1969. Bids made prior to the public auction must be in sealed envelopes, and accompanied by certified checks, postal money orders, bank drafts, or cashier's checks, payable to the Bureau of Land Management, for the full amount of the bid plus estimated publication costs, and by a certification of eligibility, defined in the preceding paragraph. The envelope must show the sale number and date of sale in the lower left-hand corner: "Public Sale Bid, Sale N-2435, July 16, 1969".

The authorized officer shall publicly declare the highest qualifying sealed bid received. Oral bids shall then be invited in specified increments. After oral bids, if any, are received, the authorized officer shall declare the high bid. A successful oral bidder must submit a guaranteed remittance, in full payment for the tract and cost of publication, before 3:30 p.m. of the day of the sale.

If no bids are received for the sale tract on Wednesday, July 16, 1969, the tract will be reoffered on the first Wednesday of subsequent months at 9 a.m., beginning August 6, 1969.

Any adverse claimants to the above-described land should file their claims, or objections, with the undersigned before the time designated for sale.

The land described in this notice has been segregated from all forms of appropriation, including locations under the general mining laws, except for sale under this Act, from the date of notation of the proposed classification decision. Inquiries concerning this sale should be addressed to the Land Office Manager, Bureau of Land Management, Room 3008, Federal Building, 300 Booth Street, Reno, Nev. 89502, or to the District Manager, Bureau of Land Management, 801 North Plaza Street, Carson City, Nev. 89701.

ROLLA E. CHANDLER,
Manager, Nevada Land Office.

[F.R. Doc. 69-6903; Filed, June 11, 1969;
8:45 a.m.]

DEPARTMENT OF COMMERCE

Bureau of International Commerce

[Case 263; File No. 22(65)-6]

DELEKTRA GMBH, K.G.

Notice of Related Party Determination

In the matter of Delektra GmbH, K.G., Eichenstrasse 12, 2084 Pinneberg-Relingen, Federal Republic of Germany.

An order dated August 28, 1959 was entered by the Bureau of Foreign Commerce, predecessor of the Bureau of International Commerce, against K. B. Byrrild-Steffensen of Hamburg, West Germany, denying him all privileges of participating in any manner or capacity in exportations from the United States of commodities or technical data for the duration of export controls. This order was published in the FEDERAL REGISTER on September 3, 1959 (24 F.R. 7150).

Section 382.1(b) of the Export Regulations provides, in part, that to the extent necessary to prevent evasion of any order denying export privileges, said order may be made applicable to parties other than those named in the order with whom said named parties may then or thereafter be related by ownership, control, position of responsibility, affiliation, or other connection in the conduct of trade or related services. It has been determined by the Office of Export Control, Bureau of International Commerce, that within the purview of said section the firm Delektra GmbH, K.G., located at the above address, is a related party to said K. B. Byrrild-Steffensen. Under this determination the terms and restrictions of the order of August 28, 1959 are effective against said related party.

The said related party has been notified of this determination and has been advised that if it contends that the ruling is not justified, it may make application to have the ruling reconsidered or terminated. Due notice will be given of any termination or change in this related party determination.

Dated: June 6, 1969.

RAUER H. MEYER,
Director, Office of Export Control.

[F.R. Doc. 69-6930; Filed, June 11, 1969;
8:48 a.m.]

Maritime Administration

[Report No. 97]

LIST OF FREE WORLD AND POLISH FLAG VESSELS ARRIVING IN CUBA SINCE JANUARY 1, 1963

SECTION 1. The Maritime Administration is making available to the appropriate Departments the following list of vessels which have arrived in Cuba since January 1, 1963, based on information received through June 2, 1969, exclusive of those vessels that called at Cuba on U.S. Government-approved noncommercial voyages and those listed in section 2. Pursuant to established U.S. Government policy, the listed vessels are ineligible to carry U.S. Government-financed cargoes from the United States.

FLAG OF REGISTRY AND NAME OF SHIP

	Gross tonnage
Total, all flags (172 ships) ..	1,237,025
British (48 ships) ..	385,567
Antarctica ..	8,785
Arctic Ocean ..	8,791
Athelcrown (tanker) ..	11,149
Athelcrown (tanker) ..	11,150
Athelmonarch (tanker) ..	11,182
Aviafaith ..	7,868
Baxtergate ..	8,813
Changpalehan ..	8,929
Cheung Chau ..	8,566
Chiang Kiang ..	10,481
East Sea ..	9,679
Eastfortune ..	8,789
Eastglory ..	8,995
Fortune Enterprise ..	7,696
Hemisphere ..	8,718
Ho Fung ..	7,121
Huntsland ..	9,353
Huntville ..	9,486
Inch Stuart ..	7,043

FLAG OF REGISTRY AND NAME OF SHIP	Gross Tonnage
British—Continued	
**Jeb Lee (trip to Cuba as the Garthdale—British)	7,542
Jollity	8,819
**Kall Elpis (trip to Cuba as the Ardmore—British)	4,684
**Kelso (trip to Cuba as the Ardgem—British)	6,981
Kinross	5,388
Magister	2,239
**Meadow Court (trip to Cuba as the Ardrossmore—British)	5,820
Nancy Dee	6,597
Nebula	8,907
Newglade	7,368
Newheath	7,643
Newmoat	7,151
Oceanramp	6,185
Oceanravel	10,419
Peony	9,037
Red Sea (previous trip to Cuba as the Grosvenor Mariner—British)	7,026
**Rosetta Maud (trips to Cuba as the Ardtara—British)	5,795
Ruthy Ann	7,361
Sea Amber	10,421
Sea Captain	7,385
Sea Coral	10,421
Sea Empress	9,841
Seasage	4,330
**Shun Wah (trip to Cuba as the Vercharman—British)	7,265
Southgate (previous trips to Cuba as the Arlington Court—British)	9,662
**Tetrarch (trips to Cuba as the Ardrowan—British)	7,300
Venice	8,611
Vermont	7,381
Yunglutaton	5,414
Cypriot (35 ships)	256,657
Aegia Hope (previous trips to Cuba as the Huntsmore—British)	5,678
Akmeon (tanker)	11,105
Alda	7,292
Alice (previous trips to Cuba—Greek)	7,189
Amfitea (previous trip to Cuba as the Antonia—Greek)	5,171
Angeliki	8,482
Anka	7,314
Apollonian	7,229
Areti (previous trips to Cuba—Lebanese)	7,176
Claire (previous trips to Cuba—Lebanese)	5,411
Coolady	2,867
Degedo	9,000
Dolphin	3,550
Dorine Papalios (previous trips to Cuba as the Formentor—British)	8,424
E. D. Papalios	9,431
Free Navigator (previous trips to Cuba as the Newdene—British)	7,165
Free Trader (previous trips to Cuba—Lebanese)	7,061
Glee	7,237
Huntsfield (previous trips to Cuba—British)	9,483
Johnny	9,689
Katerina (previous trips to Cuba—Lebanese)	9,357
Kounistra (previous trips to Cuba as the Nicolaos Frangistas and the Nicolaos F.—Greek)	7,199

See footnotes at end of document.

FLAG OF REGISTRY AND NAME OF SHIP	Gross tonnage
Cypriot—Continued	
Marika (previous trip to Cuba—Lebanese)	7,290
Mery (previous trips to Cuba—Greek)	7,268
Newforest (previous trips to Cuba—British)	7,189
Newgate (previous trips to Cuba—British)	6,743
**Newlane (trips to Cuba—British)	7,043
Newmoor (previous trips to Cuba—British)	7,168
Olga (previous trips to Cuba—Lebanese and Greek)	7,265
Protoklitos	6,154
Suerte	7,267
Sunrise (previous trips to Cuba as the Anatoli—Greek)	7,216
Tina (previous trips to Cuba—Greek)	7,362
Vassiliki (previous trips to Cuba—Lebanese)	7,192
Venturer	9,000
Pollah (21 ships)	150,590
Baltyk	6,984
Bialystok	7,173
Bytom	5,967
Chopin	9,231
Chorzow	7,237
Energetyk	10,876
Grodziec	3,379
Huta Florian	7,258
Huta Labedy	7,221
Huta Ostrowiec	7,179
Huta Zgoda	6,840
Hutnik	10,847
Kopalnia Bobrek	7,221
Kopalnia Czladz	7,252
Kopalnia Miechowice	7,223
Kopalnia Siemianowice	7,165
Kopalnia Wujek	7,033
Narwik	7,065
Plast	3,184
Rejowiec	3,401
Transportowiec	10,854
Lebanese (11 ships)	77,353
Antonis	6,259
Astr	5,324
Giannis	5,270
Giorgos Tsakiroglou	7,240
Ilena	5,925
Marichristina	7,124
Mousse	9,307
Noelle	7,251
Tony	7,176
Toula	6,426
Yanxilas	10,051
Greek (12 ships)	85,207
**Aegia Luck—(tanker) (trip to Cuba as the Captain Papalios—Cypriot)	11,676
**Allartos (trip to Cuba as the Loradore—British)	8,078
Andromachi (previous trips to Cuba as the Penelope—Greek)	6,712
**Anna Maria (trips to Cuba as the Helka—British)	2,111
Barbarino	7,084
Eftyhla	9,844
**Gold Land (trip to Cuba as the Amfred—Swedish)	2,838
Irena	7,232
**Lambros M. Patsis (trips to Cuba as the La Hortensia—British)	9,486
**Paralos (trip to Cuba as the Agios Therapon—Greek)	7,205

FLAG OF REGISTRY AND NAME OF SHIP	Gross tonnage
Greek—Continued	
Redestos	5,911
Sophia	7,030
Panamanian (5 ships)	36,774
**Ampuria (trips to Cuba as the Roula Maria—Greek)	10,608
**Avranchoise (trips to Cuba as the Avranches—French)	7,199
**Renown Trader (trips to Cuba as the Suva Breeze—British)	4,996
**Robertina (trips to Cuba as the Anacreon—Greek)	6,935
**Tynlee (trip to Cuba as the Ardenode—British)	7,036
Yugoslav (8 ships)	54,379
Agrum	2,449
Bar	8,776
*Cetinje	8,229
Kolasin	7,217
Piva	7,519
Plod	3,657
Subicevac	9,033
Tara	7,499
French (6 ships)	19,316
**Atlanta (trip to Cuba as the Ence—French)	1,232
Circe	2,874
Foulaya	3,739
Mungo	4,820
Nelee	2,874
Penja	3,777
Somali (6 ships)	37,746
Aragon	7,248
Aria	5,059
**Atlas (trip to Cuba—Finnish)	3,916
Erato (previous trips to Cuba as the Eretria—Greek)	7,199
Steve (previous trips to Cuba—Lebanese)	7,066
Thios Costas	7,258
Italian (4 ships)	33,275
Ella (tanker)	11,021
San Francesco	9,284
Santa Lucia	9,278
Somalia	3,692
Moroccan (4 ships)	32,746
Atlas	10,392
Marrakech	3,214
Mauritanie	10,392
Toubkal	8,748
Finnish (3 ships)	20,968
Augusta Paulin	7,066
Ragni Paulin	6,823
Verna Paulin	7,047
Maltese (3 ships)	19,793
Ispahan	7,169
Soclyve (previous trips to Cuba—British)	7,291
Timos Stavros (previous trips to Cuba—British and Greek)	5,333
Netherlands (2 ships)	1,615
Meike	500
Tempo	1,115
Guinean (1 ship)	852
**Drame Oumar (trip to Cuba as the Neve—French)	852

FLAG OF REGISTRY AND NAME OF SHIP	Gross tonnage
Japanese (1 ship)-----	8,627
Chokyu Maru-----	8,627
Pakistanl (1 ship)-----	8,708
**Maulabaksh (trip to Cuba as the Phoenixian Dawn and East Breeze—British)-----	
	8,708
Singapore (1 ship)-----	6,854
**Rama Leamana (trip to Cuba as the Glalsdale—British)-----	
	6,854

Sec. 2. In accordance with approved procedures, the vessels listed below which called at Cuba after January 1, 1963, have reacquired eligibility to carry U.S. Government-financed cargoes from the United States by virtue of the persons who control the vessels having given satisfactory certification and assurance:

(a) That such vessels will not, thenceforth, be employed in the Cuban trade so long as it remains the policy of the U.S. Government to discourage such trade; and

(b) That no other vessel under their control will thenceforth be employed in the Cuban trade, except as provided in paragraph (c); and

(c) That vessels under their control which are covered by contractual obligations, including charters, entered into prior to December 16, 1963, requiring their employment in the Cuban trade shall be withdrawn from such trade at the earliest opportunity consistent with such contractual obligations.

FLAG OF REGISTRY AND NAME OF SHIP

a. Since last report:	
None.	
b. Previous reports:	
Flag of registry (total)-----	124
British-----	44
Cypriot-----	3
Danish-----	1
Finnish-----	4
French-----	1
German (West)-----	1
Greek-----	30
Israeli-----	1
Italian-----	13
Japanese-----	1
Kuwaiti-----	1
Lebanese-----	9
Liberian-----	1
Norwegian-----	5
Somali-----	1
Spanish-----	6
Swedish-----	1
Yugoslav-----	1

Sec. 3. The following number of vessels have been removed from this list, since they have been broken up, sunk, or wrecked.

a. Since last report:

	Gross tonnage
Acme (Cypriot)-----	7,173
Atticos (Lebanese)-----	7,257
El Toro (Cypriot)-----	5,949
Yu Lee (Panamanian)-----	4,939

b. Previous reports:

Flag of registry:	Broken up, sunk or wrecked
British-----	16
Cypriot-----	19
Finnish-----	2
French-----	1
Greek-----	13
Italian-----	4
Lebanese-----	31
Maltese-----	2

Flag of registry:

	Broken up, sunk or wrecked
Monaco-----	1
Moroccan-----	1
Norwegian-----	1
Pakistan-----	1
Panamanian-----	3
South African-----	2
Swedish-----	1
Yugoslav-----	6
Total-----	104

Sec. 4. The ships listed in sections 1 and 2 have made the following number of trips to Cuba since January 1, 1963, based on information received through June 2, 1969.

Flag of registry	Number of trips										Total	
	1963	1964	1965	1966	1967	1968	1969					
							Jan.	Feb.	Mar.	Apr.		May
British	133	180	126	101	78	62	2	4	6	5	697	
Lebanese	64	91	58	25	16	16			1	1	273	
Greek	99	27	23	27	29	7					212	
Cypriot		1	17	27	42	68	6	7	4	8	182	
Italian	16	29	24	11	11	10	1	1		2	96	
Yugoslav	12	11	15	10	14	9			1	1	74	
French	8	9	9	10	10	4	1		1		52	
Finnish	1	4	5	11	12	8			1		42	
Spanish	8	17									25	
Norwegian	14	10									24	
Moroccan	9	13	1								23	
Maltese		2	6	1	4	8					21	
Somali					2	11	1	1		3	18	
Netherlands		4	2								6	
Swedish	3	3									6	
Kuwaiti		2	1								3	
Israeli			2								2	
Japanese	1					1					2	
Danish	1										1	
German (West)	1										1	
Haitian			1								1	
Monaco				1							1	
Subtotal	370	394	290	224	218	204	11	13	14	20	1,762	
Polish	18	16	12	10	11	7					74	
Grand total	388	410	302	234	229	211	11	13	14	20	1,836	

*Added to Rept. No. 96, appearing in the FEDERAL REGISTER issue of May 8, 1969.

**Ships appearing on the list which have made no trips to Cuba under the present registry.

Dated: June 6, 1969.

By order of the Maritime Administrator.

JAMES S. DAWSON, Jr.,
Secretary.

[F.R. Doc. 69-6941; Filed, June 11, 1969; 8:49 a.m.]

CIVIL AERONAUTICS BOARD

[Dockets Nos. 20681, 20411; Order 69-6-34]

ALLEGHENY AIRLINES, INC., AND MOHAWK AIRLINES, INC.

Order Consolidating and Setting Applications for Hearing Regarding Certificates of Public Convenience and Necessity

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 6th day of June 1969.

On October 25, 1968, Mohawk Airlines, Inc. (Mohawk), filed an application pursuant to Subpart M of Part 302 of the Board's procedural regulations request-

ing an amendment of its certificate of public convenience and necessity for Route 94 to permit, without subsidy eligibility, nonstop service between Boston and Buffalo-Niagara Falls and between Buffalo-Niagara Falls and Cleveland and to permit one-stop service between Boston and Cleveland via Buffalo-Niagara Falls.¹

An answer in support of Mohawk's application has been filed by the Massachusetts Port Authority. Answers in opposition to Mohawk's application have

¹ By Order 68-12-153, dated Dec. 30, 1968, the Board set the application for further proceedings pursuant to the provisions of Subpart M.

been filed by Allegheny Airlines, Inc. (Allegheny), and American Airlines, Inc. (American). The Buffalo Area Chamber of Commerce and the Niagara Frontier Port Authority have filed a reply in support of Mohawk's application. Mohawk has filed a consolidated reply to the answers of Allegheny and American.

Allegheny has filed a motion to consolidate its application in Docket 20681 which requests an amendment to its certificate of public convenience and necessity for Route 97 to permit nonstop service, without subsidy eligibility, between Buffalo and Cleveland.² Answers in opposition to Allegheny's motion to consolidate have been filed by American and Mohawk. Allegheny has filed a consolidated reply to the answers of American and Mohawk.

Upon consideration of the pleadings and all the relevant facts, the Board has determined that there is a sufficient basis for setting Mohawk's application, Docket 20411, for hearing. We shall also consolidate Allegheny's application, Docket 20681.

Accordingly, it is ordered, That:

1. The application of Mohawk Airlines, Inc., Docket 20411, be and it hereby is set for hearing before an examiner of the Board at a time and place to be hereafter designated; and

2. The application of Allegheny Airlines, Inc., Docket 20681, be and it hereby is consolidated for hearing with Docket 20411.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] MABEL MCCART,
Acting Secretary.

[F.R. Doc. 69-6932; Filed, June 11, 1969;
8:48 a.m.]

[Dockets Nos. 20681, 20411]

ALLEGHENY AIRLINES, INC., AND MOHAWK AIRLINES, INC.

Notice of Hearing

Notice is hereby given, pursuant to the provisions of the Federal Aviation Act of 1958, as amended, that hearing on the above-entitled applications is assigned to be held on July 8, 1969, at 10 a.m., e.d.s.t., in Room 911, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before Examiner Ross I. Newmann.

The Bureau of Operating Rights will participate in this case. Any exhibits of the Bureau shall be submitted on or before June 20, 1969, and any answers thereto shall be submitted on or before July 1, 1969.

Dated at Washington, D.C., June 9, 1969.

[SEAL] THOMAS L. WRENN,
Chief Examiner.

[F.R. Doc. 69-6933; Filed, June 11, 1969;
8:48 a.m.]

² Allegheny has not requested that the point Buffalo be designated as the hyphenated point Buffalo-Niagara Falls.

[Docket No. 21009]

BRITISH UNITED AIRWAYS (SERVICES) LTD., AND BRITISH UNITED AIRWAYS LTD.

Notice of Prehearing Conference

Notice is hereby given that a prehearing conference on the above-entitled application is assigned to be held on June 18, 1969, at 10 a.m., e.d.s.t., in Room 1027, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before Examiner Joseph L. Fitzmaurice.

Dated at Washington, D.C., June 9, 1969.

[SEAL] THOMAS L. WRENN,
Chief Examiner.

[F.R. Doc. 69-6934; Filed, June 11, 1969;
8:48 a.m.]

[Docket No. 19923; Order 69-6-32]

FREIGHT LIABILITY AND CLAIM RULES AND PRACTICES

Order Regarding Carrier Discussions

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 6th day of June 1969.

Following the 1966 CAB-NITL (National Industrial Traffic League) Regional Air Cargo Workshops, and the revelation of a high incidence of adverse shipper opinion on the carriers' freight liability and claim rules and practices, the Board in August 1967, initiated an informal study of the subject with the carriers. A petition for authority to hold intercarrier and shipper-carrier discussions on rules and practices was filed by the carriers in May 1968, approved by the Board in August,¹ and a series of carrier and shipper-carrier meetings have been held, the latest on May 14, 1969. Minutes of all meetings have been filed with the Board and circulated to interested shippers.

A further petition was filed by the carriers² on May 20, 1969, seeking authority to discuss reserved air freight service, and the basis for a charge thereon, if any.

In support of their request, the carriers state that their discussions to date have produced two firm conclusions, at least on the part of some of the airline participants: First, that before other aspects of the problem can be considered intelligently, the airlines must know whether reserved air freight service is to be a premium service for which a higher rate, or a separate charge, will be assessed; and, second, that, because of the relative newness of the service and the differences in procedures followed, not only by different carriers, but by one carrier over different portions of its sys-

tem or on different types of aircraft, etc., the problem transcends the boundaries of the present study (i.e., tariff rules and practices relating to liability, valuation, and claims) and calls for separate treatment and, probably, an extended period of study and discussion.

The carriers further state that such a separate study would encompass an examination of the reserved air freight services now being offered or proposed by various carriers to determine to what extent the services can and should be standardized, and to examine on a joint basis such questions as—

(a) Whether or not an extra charge should be assessed for the reserved space and, if so, on what basis—but not the amount of such charge;

(b) What additional liability, if any, should be assumed by the carriers if the service is not provided for various reasons;

(c) Whether there should be time limits on accepting or holding reservations;

(d) Whether there should be limits on the amount of space reserved for individual shippers or on particular flights;

(e) Whether a reservations system for interline movements should be developed and, if so, how it should operate; and

(f) The extent to which the terms and conditions on which reserved air freight service is to be offered should be incorporated into the tariffs of the carriers, and the drafting of appropriate tariff provisions for that purpose.³

The carriers also suggest that the separate study proceed entirely independent of the present liability study, and that the present study not be delayed pending the outcome of the separate reserved air freight study.

No person has opposed the carriers' request.

Upon consideration of the carriers' petition, the Board will grant the expanded discussion authority sought, within the framework of the existing docket. Although numerous revised rules and practices have been tentatively resolved and will soon be circulated in the form of an agreement for signature by the carriers, very little progress has been made with respect to freight reservations, including the liability aspects thereof. The primary reason for this lack of progress appears to be attributable to the fact that several major carriers are of the view that, before other aspects of the matter can be considered or resolved intelligently, they must know whether reserved freight service is to be a premium service for which a higher rate, or a separate charge will be assessed.⁴

Reserved air freight service is essentially an accessorial service, i.e., not used by all shippers and for all shipments; the cost burden of freight reservations

¹ Order 68-8-18, dated Aug. 6, 1968, authorized discussions until Feb. 2, 1969; extended until Sept. 3, 1969, by Order 69-3-4, dated Mar. 3, 1969.

² American Airlines, Inc., Braniff Airways, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., Pan American World Airways, Inc., Trans World Airlines, Inc., and United Air Lines, Inc.

³ The existing discussion authority granted by the Board encompasses items (b) through (f) above.

⁴ The carriers had earlier requested authority to discuss the rates or separate charges for such service, which the Board denied (Order 68-8-18, supra).

may now be borne by all shippers even though benefiting only a minority; there is merit in the carriers' contention that they must know whether there is industry unanimity as to a premium rate or separate charge (as for any accessorial service¹) before proceeding further; and the public interest can best be served at this time by permitting the carriers to proceed ex parte as they request.

Accordingly, pursuant to the Federal Aviation Act of 1958, and particularly sections 204(a), 412, and 414 thereof,

It is ordered, That:

1. Except as provided below, the petition of American Airlines, Inc., Braniff Airways, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., Pan American World Airways, Inc., Trans World Airlines, Inc., and United Air Lines, Inc., filed May 20, 1969, in Docket 19923 is granted;

2. The authority granted by Orders 68-8-18 dated August 6, 1968, and 69-3-4 dated March 3, 1969, is expanded to include the extent to which air freight reserved space services and practices can and should be standardized, whether an extra charge should be assessed, and if so, on what basis: *Provided however*, That such discussions shall not include the rate, rate level, or the amount of any additional charge to be assessed on reserved air freight service; and

3. All other terms and conditions of Orders 68-8-18 and 69-3-4, supra, shall continue unchanged.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] MABEL McCART,
Acting Secretary.

[F.R. Doc. 69-6935; Filed, June 11, 1969;
8:48 a.m.]

[Docket No. 20291; Order 69-6-35]

**INTERNATIONAL AIR TRANSPORT
ASSOCIATION**

Order Regarding Certain Fares

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 6th day of June 1969.

An agreement has been filed with the Board pursuant to section 412(a) of the Federal Aviation Act of 1958 (the Act) and Part 261 of the Board's economic regulations, between various air carriers, foreign air carriers, and other carriers, embodied in resolutions of Joint Conference 2-3 of the International Air Transport Association (IATA), and adopted by mail vote resulting from a meeting held in Athens, April 24, 1969. The agreement has been assigned the above-designated CAB agreement number.

The agreement encompasses fares and related resolutions applicable between Europe/Middle East/Africa and Australasia for effectiveness through March 31, 1971.¹ Normal one-way fares will generally be maintained at status quo, with round-trip fares being increased by about 5 percent resulting from the elimination of the round-trip discount where it is presently applicable. Generally, the present promotional fares have been re-adopted without material change in the basic conditions of service, although the level of these fares will be increased somewhat as a result of the fact that these fares are based on a percentage discount from the applicable round-trip economy fares. New contract bulk inclusive tour fares have been established

¹ Except between the United Kingdom and India/Pakistan where no fare agreement was reached.

Agreement CAB 20966	IATA No.	Title	Application
R-19	071a(084f)	Creative Fares, Gulf-India/Pakistan/Ceylon	2/3
R-25	081b(084bb)	Group Inclusive Tour Fares—Scandinavia/Finland to Points in CTA	2/3
R-28	081x	Group Inclusive Tour Fares, Afghanistan to East Africa/Ethiopia—New	2/3
R-30	090b(084x)	JT23 Pilgrim Fares Revalidating and Amending	2/3
R-31	091h	Family Fares—Mauritius/India (New)	2/3
R-32	092d(080a)	Youth Fares Australia/New Zealand-Europe	2/3, 1/2/3

2. The Board does not find the following resolutions incorporated in Agreement CAB 20966, to be adverse to the public interest or in violation of the Act:

Agreement CAB 20966	IATA No.	Title	Application
R-1	001v	JT23 Passenger Resolution—Escape (Expedited)	2/3
R-2	002k	JT23 and JT133 Adoption Resolution (Expedited)	2/3, 1/2/3 (via TC1)
R-3	001b	JT23—Special Effectiveness Resolution (Tie-In)	2/3, 1/2/3 (via TC1)
R-4	001h	2-Year Effectiveness Escape—Passenger	2/3, 1/2/3
R-5	001t	Escape Fare Boeing 747 (New)	2/3, 1/2/3
R-6	002	Standard Revalidation Resolution	2/3, 1/2/3
R-7	002b	Special Revalidation Resolution (New)	2/3, 1/2/3
R-8	014a	Construction Rule for Passenger Fares—Revalidating and Amending	2/3, 1/2/3
R-9	014t	JT23/Polar/via TC1 Special Escape Rule (New)	2/3, 1/2/3
R-10	023a	Rounding-off Passenger Fares—Amending	2/3, 1/2/3
R-11	030	First Class Conditions of Service Revalidating and Amending	2/3, 1/2/3
R-12	035	Joint Conference 2/3 First Class Fares	2/3
R-13	057	First Class Fares—TC-2—TC-3 via the Atlantic	1/2/3
R-14	058	First Class Polar Fares—Revalidating and Amending	2/3, 1/2/3
R-15	060	Economy Class Conditions of Service—Revalidating and Amending	2/3, 1/2/3
R-16	065	Joint Conference 2/3 Economy Class Fares	2/3
R-17	067	Economy Class Fares—TC2—TC3 via the Atlantic	1/2/3
R-18	068	Economy Class Polar Fares—Revalidating and Amending	2/3, 1/2/3
R-20	076d(088m)	JT23 Affinity Group Fares—Revalidating and Amending	2/3
R-21	076e(088q)	Affinity Group Fares—TC-2—TC-3 via the Atlantic—Revalidating and Amending	1/2/3
R-22	077(083e)	Group Fares for Ships' Crews Revalidating and Amending	2/3
R-23	079b	Europe-Japan Contract Bulk Inclusive Tours Rules (New)	2/3
R-24	080b(084s)	JT23 and JT133 Individual Inclusive Tour Fares—Revalidating and Amending	2/3, 1/2/3
R-26	081i(084d)	JT23 and JT133 Group Inclusive Tour Fares—Revalidating and Amending	2/3, 1/2/3
R-27	081n(084t)	Group Inclusive Tour Fares—Far East to TC2—Revalidating and Amending	2/3
R-29	084g	Group Inclusive Tour Fares—Europe-Japan/Okinawa	2/3
R-33	150a	Fares for Round Trip (New)	2/3, 1/2/3
R-34	151a	Fares for Circle Trips Revalidating and Amending	2/3, 1/2/3
R-35	200	Free and Reduced Fare or Rate Transportation—Revalidating and Amending	2/3, 1/2/3
R-36	200g	Government Orders and Reduced Transportation—Revalidating and Amending	2/3, 1/2/3
R-37	310	Free Baggage Allowance—Revalidating and Amending	2/3, 1/2/3

Accordingly, it is ordered, That:

1. Jurisdiction is disclaimed with respect to that portion of Agreement CAB 20966 as set forth in finding paragraph 1; and

2. Those portions of Agreement CAB 20966 described in finding paragraph 2 be approved.

between Japan and points in Europe. These fares apply in air transportation to the extent that they may be combined with fares between Japan and Okinawa to construct through fares.

The Board concludes that approval of the agreement for the full period of its intended effectiveness would not be adverse to the public interest. Our primary interest in this agreement is confined to the fares to/from American Samoa, Guam, and Okinawa; and applicability of these fares is extremely limited. Accordingly, the moderate increase in revenues stemming from elimination of the round-trip discount would appear economically justified.

The Board, acting pursuant to sections 102, 204(a), and 412 of the Act, makes the following findings:

1. The Board does not find that the following resolutions, incorporated in Agreement CAB 20966, affect air transportation within the meaning of the Act:

Any air carrier party to the agreement, or any interested person, may, within 15 days from the date of service of this order, submit statements in writing containing reasons deemed appropriate, together with supporting data, in support of or in opposition to the Board's action herein. An original and 19 copies of the

¹ The Board has previously authorized carrier discussions on accessorial services and the question of imposing charges, and has approved several such carrier agreements (Docket 17167, Order 69-1-54, dated Jan. 13, 1969).

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

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.¹

[SEAL]

MABEL McCART,
Acting Secretary.

[F.R. Doc. 69-6036; Filed, June 11, 1969;
8:49 a.m.]

[Docket No. 20398]

MINIMUM CHARGES PER SHIPMENT OF AIR FREIGHT

Notice of Prehearing Conference

Notice is hereby given that a prehearing conference in the above-entitled matter is assigned to be held on June 24, 1969, at 10 a.m., e.d.s.t., in Room 805, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before Examiner Thomas P. Sheehan.

In order to facilitate the conduct of the conference interested parties are instructed to submit to the examiner and other parties on or before June 19, 1969, (1) proposed statements of issues; (2) proposed stipulations; (3) requests for evidence; (4) statements of positions of parties; and (5) proposed procedural dates.

Dated at Washington, D.C., June 6, 1969.

[SEAL]

THOMAS L. WRENN,
Chief Examiner.

[F.R. Doc. 69-6937; Filed, June 11, 1969;
8:49 a.m.]

[Docket No. 21059]

S.A. EMPRESA DE VIACAO AEREA RIO GRANDENSE (VARIG)

Notice of Prehearing Conference and Hearing

Notice is hereby given that a prehearing conference in the above-entitled matter is assigned to be held on June 13, 1969, at 10 a.m., e.d.s.t., in Room 726, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before Examiner Joseph L. Fitzmaurice.

Notice is further given that the hearing may be held immediately following conclusion of the prehearing conference unless at or prior to the conference a person objects or shows reason for further postponement.

Dated at Washington, D.C., June 6, 1969.

[SEAL]

THOMAS L. WRENN,
Chief Examiner.

[F.R. Doc. 69-6938; Filed, June 11, 1969;
8:49 a.m.]

¹ Vice Chairman Murphy and Member Minetti would disapprove application in air transportation of the elimination of the round-trip discount.

[Docket No. 10529]

SPANTAX, S.A.

Notice of Hearing

Notice is hereby given, pursuant to the provisions of the Federal Aviation Act of 1958, as amended, that the hearing in the above-entitled proceeding will commence on Thursday, June 26, 1969, at 10 a.m. (local time), in Room 1027, Universal Building, 1825 Connecticut Avenue NW., Washington, D.C., before the undersigned.

For information concerning the issues involved and other details of this proceeding, interested persons are referred to the prehearing conference report and all other documents which are in the docket of this proceeding on file in the Docket Section of the Civil Aeronautics Board.

Dated at Washington, D.C., June 9, 1969.

[SEAL]

HYMAN GOLDBERG,
Hearing Examiner.

[F.R. Doc. 69-6939; Filed, June 11, 1969;
8:49 a.m.]

OFFICE OF EMERGENCY PREPAREDNESS NORTH DAKOTA

Amendment to Notice of Major Disaster

Notice of major disaster for the State of North Dakota, dated April 24, 1969, and published April 30, 1969 (34 F.R. 7095), is hereby amended to include the following counties among those counties determined to have been adversely affected by the catastrophe declared a major disaster by the President in his declaration of April 18, 1969:

Divide.	McLean.
Dunn.	Mountrail.
Eddy.	Oliver.
Emmons.	Sheridan.
Grant.	Sioux.
Logan.	Stark.
McIntosh.	Wells.
McKenzie.	Williams.

Dated: June 6, 1969.

FRED J. RUSSELL,
Deputy Director,
Office of Emergency Preparedness.

[F.R. Doc. 69-6931; Filed, June 11, 1969;
8:48 a.m.]

CIVIL SERVICE COMMISSION DEPARTMENT OF DEFENSE

Notice of Title Change in Noncareer Executive Assignment

By notice of November 17, 1967, F.R. Doc. 67-13608, the Civil Service Commission authorized the departments and agencies to fill by noncareer executive assignment, certain positions removed from Schedule C of Civil Service Rule VI

by 5 CFR 213.3301a on November 17, 1967. This is notice that the title of one such position so authorized to be filled by noncareer executive assignment has been changed from "Deputy Assistant Secretary to the Director (Plans & Arms Control)" to "Deputy Assistant Secretary (Policy Planning and Arms Control); OASD (International Security Affairs)".

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL]

JAMES C. SPRY,
Executive Assistant to
the Commissioners.

[F.R. Doc. 69-6924; Filed, June 11, 1969;
8:48 a.m.]

DEPARTMENT OF AGRICULTURE

Commodity Credit Corporation INCREASE IN INTEREST RATE

Certificates of Interest in Price-Support Loans

In accordance with section 1479.25 of the regulations issued by the Commodity Credit Corporation governing Participation of Financial Institutions in a Pool of Price-Support Loans (7 CFR 1479.20 et seq.), published in 33 F.R. 10184 on July 17, 1968, and amended in 34 F.R. 2651-2652 on February 27, 1969, notice is hereby given that the rate of interest on certificates evidencing participation in financing such price-support loans will be changed, effective June 11, 1969, as follows: Certificates shall earn interest at the rate of 5.875 percent yearly, from the date of investment through and including August 24, 1968, 5.375 percent yearly from August 25, 1968, through and including October 23, 1968, 5.625 percent yearly from October 24, 1968, through and including December 7, 1968, 6 percent yearly from December 8, 1968, through and including January 14, 1969, 6.625 percent yearly from January 15, 1969, through and including June 10, 1969, and 7 percent yearly thereafter until changed.

Signed at Washington, D.C., on June 11, 1969.

CARROLL G. BRUNTHAVER,
Acting Executive Vice President,
Commodity Credit Corporation.

[F.R. Doc. 69-7050; Filed, June 11, 1969;
11:38 a.m.]

FEDERAL POWER COMMISSION

[Dockets Nos. CI61-760, etc.]

AZTEC OIL & GAS CO. ET AL.

Notice of Applications for Certificates, Abandonment of Service and Petitions To Amend Certificates¹

JUNE 4, 1969.

Take notice that each of the Applicants listed herein has filed an application or petition pursuant to section 7

¹ This notice does not provide for consolidation for hearing of the several matters covered herein.

of the Natural Gas Act for authorization to sell natural gas in interstate commerce or to abandon service as described herein, all as more fully described in the respective applications and amendments which are on file with the Commission and open to public inspection.

Any person desiring to be heard or to make any protest with reference to said applications should on or before June 30, 1969, file with the Federal Power Commission, Washington, D.C. 20426, petitions to intervene or protests in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10). All protests filed with the Commission will be considered by it in determining the appropriate action to be taken but will not serve to make the protestants parties to the proceeding. Persons wishing to become parties to a proceeding or to participate as a party in any hearing therein must file petitions to intervene in accordance with the Commission's rules.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure a hearing will be held without further notice before the Commission on all applications in which no petition to intervene is filed within the time required herein if the Commission on its own review of the matter believes that a grant of the certificates or the authorization for the proposed abandonment is required by the public convenience and necessity. Where a petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given: *Provided, however*, That pursuant to § 2.56 of the Commission's general policy and interpretations, as amended, all permanent certificates of public convenience and necessity granting applications, filed after July 1, 1967, without further notice, will contain a condition precluding any filing of an increased rate at a price in excess of that designated for the particular area of production for the period prescribed therein unless at the time of filing such certificate application, or within the time fixed for filing protests or petitions to intervene, the Applicant indicates in writing that it is unwilling to accept such a condition. In the event Applicant is unwilling to accept such condition the application will be set for formal hearing.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

GORDON M. GRANT,
Secretary.

Docket No. and date filed	Applicant	Purchaser, field, and location	Price per Mcf	Pressure base
CI61-760 E 5-19-69	Artec Oil & Gas Co. (successor to Hidalgo Gas Production Corp.) 2000 First National Bank Bldg., Dallas, Tex. 75202.	El Paso Natural Gas Co., Blanco Mesa Verde Pool, San Juan County, N. Mex.	13.0	15,025
CI63-234 C 5-21-69	Mobil Oil Corp. (Operator) et al., Post Office Box 1774, Houston, Tex. 77001.	Arkansas Louisiana Gas Co., Red Oak Area, Le Flore County, Okla.	15.0	14.65
CI68-261 C 5-21-69	Mallard Drilling Corp. & Central Oil Co., Post Office Box 1527, Shreveport, La. 71102.	Southern Natural Gas Co., Spider Field, De Soto Parish, La.	13.8355	15,025
CI69-648 (G-12110) F 1-10-69 ² 4-2-69 ³	Southwest Oil Industries, Inc. (successor to Harper Oil Co. et al.), 801 First National Bldg., Oklahoma City, Okla. 73102.	Northern Natural Gas Co., Mocane-Laverne Field, Beaver County, Okla.	17.01	14.65
CI69-649 (G-13098) F 1-10-69 ² 4-2-69 ³	Southwest Oil Industries, Inc. (successor to Atlantic Richfield Co.).	do.	17.01	14.65
CI69-716 (G-13308) (CI61-1642) (G-18916) F 1-29-69 ⁴ 1-30-69 ⁴ 4-2-69 ⁴	Southwest Oil Industries, Inc. (successor to Shell Oil Co., Continental Oil Co., Ashland Oil & Refining Co.).	Michigan Wisconsin Pipe Line Co., Mocane-Laverne Field, Harper County, Okla.	19.5 19.515 19.5	14.65 14.65 14.65
CI69-719 (CI61-636) 1-27-69 ³	Union Oil Co. of California, Union Oil Center, Los Angeles, Calif. 90017.	Transwestern Pipeline Co., Bell Lake Unit, Lea County, N. Mex.	15.5	14.65
CI69-732 C 5-19-69	Bowers Drilling Co., Inc., 1434 Wichita Plaza, Wichita, Kans. 67202.	Cities Service Gas Co., Etna Field, Barber County, Kans.	14.0	14.65
CI69-805 A 3-14-69 ¹¹	Marathon Oil Co., 530 South Main St., Findlay, Ohio 45840.	Arkansas Louisiana Gas Co., Cedar Springs Field, Upshur County, Tex.	13.4420 13.1894	14.65
CI69-1051 (G-12548) F 5-9-69	A-L, Ltd. (successor to Tenneco Oil Co.), 311 Bank of the Southwest Bldg., Amarillo, Tex. 79109.	Colorado Interstate Gas Co., a division of Colorado Interstate Corp., Mocane Field, Beaver County, Okla.	18.0	14.65
CI69-1052 (CI64-1405) A&F 5-12-69	Whittington Oil Co., Inc. (Operator) et al. (successor to Steve Gose (Operator) et al.), Box 9328, Shreveport, La. 71102.	Arkansas Louisiana Gas Co., Arkoma Basin, Haskell, Le Flore, Latimer, and Pittsburg Counties, Okla.	15.0	14.65
CI69-1053 A 5-16-69	Champlin Petroleum Co., Operator, Post Office Box 9365, Fort Worth, Tex. 76107.	Panhandle Eastern Pipe Line Co., State Line Field, Woods County, Okla.	17.0	14.65
CI69-1054 (CI64-903) F 5-9-69	Prenatal Corp. (Operator) et al. (successor to Pubco Petroleum Corp.), Post Office Box 2514, Casper, Wyo. 82601.	Colorado Interstate Gas Co., a division of Colorado Interstate Corp., West Desert Springs Area, Sweetwater County, Wyo.	15.5	14.65
CI69-1055 A 5-14-69	J. B. Jackson Drilling Co., Post Office Box 520, Clendenin, W. Va. 25945.	United Fuel Gas Co., acreage in Boone County, W. Va.	18.0	15,325
CI69-1056 A 5-14-69	Brooks F. McCabe, Post Office Box 1692, Charleston, W. Va. 25326.	United Fuel Gas Co., acreage in Kanawha County, W. Va.	15.0	15,325
CI69-1058 A 5-16-69	C. Fred Shewey, Box 108, Kermit, W. Va. 25674.	United Fuel Gas Co., acreage in Mingo County, W. Va.	23.0	15,325
CI69-1059 A 5-16-69	do.	do.	23.0	15,325
CI69-1060 A 5-19-69	Warall J. N. Whipple et al., Oil & Gas Bldg., New Orleans, La. 70112.	Southern Natural Gas Co., Montegut Field, Terrebonne and Lafourche Parishes, La.	21.25	15,025
CI69-1061 A 5-19-69	Getty Oil Co., Post Office Box 1404, Houston, Tex. 77001.	Tennessee Gas Pipeline Co., a division of Tenneco Inc., West Delta Blocks 95 and 96 and Grand Isle Blocks 33 and 34, Plaquemines and Jefferson Parishes, La.	21.25	15,025
CI69-1062 A 5-19-69	Humble Oil & Refining Co., Post Office Box 2180, Houston, Tex. 77001.	Southern Natural Gas Co., West Delta Block 42 Field, Offshore (Zone 3), Louisiana.	21.25	15,025
CI69-1063 A 5-19-69	Quaker State Oil Refining Corp., Post Office Box 1377, Parkersburg, W. Va. 26101.	Cabot Corp., acreage in Jackson County, W. Va.	25.0	15,325
CI69-1064 B 5-19-69	R. Morgan Properties, c/o Michael Kendrick, Jr., attorney, Head & Kendrick, 707 Wilson Tower, Corpus Christi, Tex. 78401.	South-Tex Corp., Farenthold Field, Jim Wells and Nueces Counties, Tex.	Depleted	
CI69-1065 A 5-19-69	Apache Corp., 823 South Detroit, Tulsa, Okla. 74120.	Michigan Wisconsin Pipe Line Co., Northwest Freedom Area, Woods County, Okla.	17.0	14.65
CI69-1068 A 5-10-69	Bert Fields, Jr. (Operator) et al., 1181 First National Bank Bldg., Dallas, Tex. 75202.	United Gas Pipe Line Co., Henderson, East (Travis Peak) Field, Rusk County, Tex.	15.0	14.65
CI69-1069 A 5-20-69	Shell Oil Co., 50 West 50th St., New York, N.Y. 10020.	Northern Natural Gas Co., Gooch Field, Stevens County, Kans.	16.0	14.65
CI69-1070 (G-6614) F 5-20-69	Mobil Oil Corp. (Operator) et al. (successor to Union Texas Petroleum, a division of Allied Chemical Corp.).	El Paso Natural Gas Co., Spraberry Field, Midland County, Tex.	14.5	14.65
CI69-1072 (CI66-278) F 5-9-69	Whittington Oil Co., Inc. (Operator) et al. (successor to F. H. Stevens et al.), Post Office Box 9328, Shreveport, La. 71109.	El Paso Natural Gas Co., Ignacio-Blanco Field, La Plata County, Colo.	15.0	15,025
CI69-1073 (CI61-524) F 5-15-69	John H. Hill (Operator) et al. (successor to Shell Oil Co.), c/o Gordon L. Llewellyn, Attorney at Law, 905 Southland Center, Dallas, Tex. 75201.	Michigan Wisconsin Pipe Line Co., South West Cedardale Field, Woodward County, Okla.	19.5	14.65

Filing code: A—Initial service.
B—Abandonment.
C—Amendment to add acreage.
D—Amendment to delete acreage.
E—Succession.
F—Partial succession.

See footnotes at end of table.

Docket No. and date filed	Applicant	Purchaser, field, and location	Price per Mcf	Pressure base
CI69-1074 (G-18332) F 5-19-69	G. L. Gallaspy (successor to Chas. C. Peppers), 520 First National Bldg., Oklahoma City, Okla. 73102.	Michigan Wisconsin Pipe Line Co., Laverne Field, Harper County, Okla.	18.02	14.65
CI69-1075 B 5-21-69	Edwin L. Cox (Operator) et al., 3800 First National Bank Bldg., Dallas, Tex. 75202.	Natural Gas Pipeline Co. of America, Camrick Field, Beaver County, Okla.	Depleted	
CI69-1076 B 5-21-69	Champlin Petroleum Co. et al., Post Office Box 9365, Fort Worth, Tex. 76107.	United Gas Pipe Line Co., Carthage Field, Panola County, Tex.	Depleted	
CI69-1078 (C160-183) (C160-199) A&F 5-21-69	Wilmar Oil, Inc. (Operator) et al. (successor to Cabot Corp. & Gulf Oil Corp.) Post Office Box 474, Mattoon, Ill. 61938.	Cities Service Gas Co., Priefert Gas Unit, Seward County, Kans.	15.0	14.65
CI69-1079 B 5-20-69	Acme Drilling Co.	Consolidated Gas Supply Corp., Benecette Township, Elk County, Pa.	Depleted	
CI69-1080 B 5-20-69	do	do	Depleted	
CI69-1081 A 5-21-69	Pet Oil Co., c/o G. P. Hodges, Jr., Secretary-Treasurer, Box 10, Spencer, W. Va. 25276.	Paul B. Bowser d.b.a., Lora Oil & Gas Co., acreage in Roane County, W. Va.	15.0	15.325
CI69-1082 A 5-21-69	Stoertz-Tawney, c/o George A. Vandale, agent, Spencer, W. Va. 25276.	do	10.0	15.325
CI69-1083 A 5-21-69	Ingram Oil & Gas Co., c/o Roy G. Hildreth, agent, Box 96, Spencer, W. Va. 25276.	do	12.0	15.325
CI69-1084 A 5-21-69	Douglas Tawney, c/o George A. Vandale, agent, Spencer, W. Va. 25276.	do	12.0	15.325
CI69-1085 A 5-22-69	Montlar Oil & Gas Co., c/o Kenneth McCombs, Esq., Wheeling Road, Cadiz, Ohio 43907.	United Fuel Gas Co., Coopers Creek Field, Kanawha County, W. Va.	28.0	15.325
CI69-1086 (C168-63) F 5-22-69	Harold J. Reedy (successor to H. H. Champlin et al.), 700 First National Bank Bldg., Enid, Okla. 73701.	Oklahoma Natural Gas Gathering Corp., Ringwood Field, Major County, Okla.	12.0	14.65
CI69-1087 A 5-22-69	Skelly Oil Co. (Operator) et al., Post Office Box 1650, Tulsa, Okla. 74102.	Southern Natural Gas Co., Kokomo Field, Waltham and Marion Counties, Miss.	20.6	15.025
CI69-1088 B 5-22-69	Atlantic Richfield Co. (Operator) et al. (successor to Sinclair Oil Corp. (Operator) et al.), Post Office Box 2819, Houston, Tex. 77221.	Kansas-Nebraska Natural Gas Co., Inc., Kirby Draw Field, Fremont County, Wyo.	Depleted	
CI69-1089 B 5-22-69	Trice Production Co. (Operator) et al., Post Office Drawer 2232, Longview, Tex. 75601.	Lone Star Gas Co., Katie Field, Garvin County, Okla.	Depleted	
CI69-1090 B 5-22-69	Atlantic Richfield Co. (Operator) et al. (successor to Sinclair Oil Corp. (Operator) et al.).	Florida Gas Transmission Co., Palacios Field, Matagorda County, Tex.	Depleted	
CI69-1091 B 5-22-69	Forest Oil Corp., 1300 National Bank of Commerce Bldg., San Antonio, Tex. 78205.	Jernigan & Morgan Transmission Co., East Victor Field, Lincoln County, Okla.	Depleted	
CI69-1092 A 5-23-69	Continental Oil Co., Post Office Box 2197, Houston, Tex. 77001.	Michigan Wisconsin Pipe Line Co., Block 209, Ship Shoal Area, Off-shore Louisiana.	21.25	15.025
CI69-1093 (G-11918) F 5-23-69	Three S & T Oil Co., Inc. (successor to Mobil Oil Corp.), Post Office Box 592, Franklin, La. 70538.	United Gas Pipe Line Co., Iowa Field, Calcasieu and Jefferson Davis Parishes, La.	20.0	15.025

¹ An increase in rate to 13.2495 cents per Mcf has been suspended in Docket No. RI69-665, but not yet made effective.

² Application previously noticed Feb. 12, 1969 in Dockets Nos. G-2723 et al., at a total initial rate of 17 cents per Mcf, subject to upward and downward B.T.U. adjustment.

³ Revised filing made amending certificate application and billing statement to properly reflect the predecessor's rate as shown in "price" column.

⁴ Rate effective subject to refund in Docket No. RI69-176. Subject to upward and downward B.T.U. adjustment.

⁵ Rate effective subject to refund in Dockets Nos. RI62-212 and RI68-90. Subject to upward and downward B.T.U. adjustment.

⁶ Application previously noticed Feb. 24, 1969 in Dockets Nos. G-3784 et al., at a total initial rate of 17 cents per Mcf.

⁷ Rate effective subject to refund in Docket No. RI65-476 (Shell Oil Co.). Subject to upward B.T.U. adjustment.

⁸ Rate effective subject to refund in Docket No. RI68-157 (Continental Oil Co.). Includes 0.015-cent tax reimbursement; also subject to upward and downward B.T.U. adjustment. A prior rate was collected subject to refund in Docket No. RI64-353.

⁹ Rate effective subject to refund in Docket No. RI65-365 (Ashland Oil & Refining Co.). Subject to upward and downward B.T.U. adjustment.

¹⁰ Applicant is filing for certificate to cover its portion of a sale presently covered by Continental Oil Co.'s FPC GRS No. 180 and certificate in Docket No. CI61-696.

¹¹ By letter dated May 16, 1969, as corrected by telegram of May 22, 1969, Applicant agreed to accept certificate conditioned to 15.5 cents (area ceiling rate) at 14.65 p.s.i.a.

¹² Application previously noticed Mar. 26, 1969 in Dockets Nos. G-6785 et al., at a total initial rate of 13.4001 cents per Mcf.

¹³ By filing of Mar. 17, 1969, Applicant amended its application to reflect a rate of 13.4426 cents per Mcf for production other than from the Abbot Gas Unit and 13.1894 cents per Mcf for production from the Abbot Gas Unit (reflects sweetening charge of 0.25 cents per Mcf). Rates include 1.28 percent tax reimbursement.

¹⁴ Includes B.T.U. adjustment. Subject to upward and downward B.T.U. adjustment.

¹⁵ Subject to upward and downward B.T.U. adjustment.

¹⁶ Rate in effect subject to refund in Docket No. RI69-336.

¹⁷ Successors to Skelly Oil Co.

¹⁸ Rate in effect subject to refund in Docket No. RI65-640.

¹⁹ Includes 1.02 cents per Mcf upward B.T.U. adjustment. Subject to upward and downward B.T.U. adjustment.

[F.R. Doc. 69-6828; Filed, June 11, 1969; 8:45 a.m.]

[Docket No. RI69-741]

AFROMA OIL & GAS CO. ET AL.

Order Accepting Amendatory Agreement, Providing for Hearing on and Suspension of Proposed Change in Rate, and Allowing Rate Change To Become Effective Subject to Refund

MAY 14, 1969.

On April 14, 1969, Afroma Oil & Gas Co. (Operator) et al. (Afroma),¹ tendered for filing a proposed change in its presently effective rate schedule for sales of natural gas subject to the jurisdiction of the Commission. The proposed change, which constitutes an increased rate and charge, is contained in the following designated filing:

Description. (1) Amendatory agreement, dated January 14, 1969. (2) Notice of change, dated March 17, 1969.²

Purchaser and producing area. Banquete Gas Co., a division of Crestmont Oil & Gas Co.³ (Spartan-Odem Field, San Patricio County, Tex. (R.R. District No. 4)).

Effective date. (1) and (2) May 15, 1969.⁴

Rate schedule designation. (1) Supplement No. 2 to Afroma's FPC Gas Rate Schedule No. 4. (2) Supplement No. 3 to Afroma's FPC Gas Rate Schedule No. 4.

Amount of annual increase. (2) \$1.100.

Effective rate. 10 cents per Mcf.⁵

Proposed rate. 11 cents per Mcf.⁶

Pressure base. 14.65 p.s.i.a.

Afroma requests a retroactive effective date of January 14, 1969, but gives no reason for such request. 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 Afroma's rate filing and such request is denied.

Afroma has submitted an amendatory agreement dated January 14, 1969, which provides for the increased price of 11 cents per Mcf contained in Afroma's notice of change in rate, to be applicable to specific acreage described therein. Since the basic contract covers other acreage in addition to the acreage specified in the aforementioned agreement, the proposed 11-cent rate to Banquete Gas Co., a division of Crestmont Oil & Gas Co. (Banquete), will only apply to the acreage described in the

¹ Address is: Post Office Box 4137, Corpus Christi, Tex. 78408.

² Applicable only to acreage described in the Jan. 14, 1969, agreement.

³ Banquete resells subject gas to United Gas Pipe Line Co. under its FPC Gas Rate Schedule No. 2 at a current 14 cents rate which is subject to refund in Docket No. RI69-658. Banquete contractually due 15.1920 cents per Mcf rate.

⁴ The stated effective date is the first day after expiration of the statutory notice.

⁵ Effective subject to refund in Docket No. RI68-472.

⁶ Subject to a downward B.T.U. adjustment.

⁷ Renegotiated rate increase.

aforementioned agreement. Afroma is presently collecting a 10-cent rate, subject to refund in Docket No. RI68-472, under the subject rate schedule. Banquete gathers the subject gas and resells it to United Gas Pipe Line Co. under its FPC Gas Rate Schedule No. 2 at a presently effective 14-cent rate being collected subject to refund in Docket No. RI69-658. Although Afroma's proposed 11 cents per Mcf rate does not exceed the area increased rate ceiling of 14 cents per Mcf for Texas Railroad District No. 4 as announced in the Commission's statement of general policy No. 61-1, as amended, it should be suspended because such ceiling is applicable to Banquete's resale rate, not to Afroma's rate. Since Banquete has not filed for the above ceiling increase to which it is contractually entitled, we believe that it would be appropriate to suspend Afroma's rate increase for only 1 day from May 15, 1969, the expiration date of the statutory notice.

We believe that it would be in the public interest to accept for filing Afroma's amendatory agreement dated January 14, 1969, designated as Supplement No. 2 to Afroma's FPC Gas Rate Schedule No. 4, to become effective on May 15, 1969, the expiration date of the statutory notice, but not the proposed rate contained therein which is suspended as hereinafter ordered.

The proposed changed rate and charge may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds:

(1) Good cause has been shown for accepting for filing Afroma's amendatory agreement dated January 14, 1969, designated as Supplement No. 2 to Afroma's FPC Gas Rate Schedule No. 4, and for permitting such supplement to become effective on May 15, 1969, the expiration date of the statutory notice.

(2) It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon a hearing concerning the lawfulness of the proposed change, and that Supplement No. 3 to Afroma's FPC Gas Rate Schedule No. 4 be suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Supplement No. 2 to Afroma's FPC Gas Rate Schedule No. 4 is accepted for filing and permitted to become effective on May 15, 1969, the expiration date of the statutory notice.

(B) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing shall be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the proposed increased rate and charge contained in Supplement No. 3 to Afroma's FPC Gas Rate Schedule No. 4.

(C) Pending such hearing and decision thereon, Supplement No. 3 to Afroma's FPC Gas Rate Schedule No. 4

is hereby suspended and the use thereof deferred until May 16, 1969, and thereafter until such further time as it is made effective in the manner prescribed by the Natural Gas Act: *Provided, however*, That the supplement to the rate schedule filed by Afroma, as set forth above, 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, Afroma shall execute and file under Docket No. RI69-741, 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 a copy thereof upon Banquete Gas Co., a division of Crestmont Oil & Gas Co., the purchaser. Unless Afroma is advised to the contrary within 15 days from the filing of its agreement and undertaking, such agreement and undertaking shall be deemed to have been accepted.

(D) Neither the supplement hereby suspended, nor the rate schedule sought to be altered thereby, shall be changed until this proceeding has been disposed of or until the period of suspension has expired, unless otherwise ordered by the Commission.

(E) 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 July 1, 1969.

By the Commission.

[SEAL] GORDON M. GRANT,
Secretary.

[F.R. Doc. 69-6893; Filed, June 11, 1969;
8:45 a.m.]

SECURITIES AND EXCHANGE COMMISSION

BARTEP INDUSTRIES, INC.

Order Suspending Trading

JUNE 6, 1969.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock and all other securities of Bartep Industries, Inc., being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15(c)(5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period June 9, 1969 through June 18, 1969, both dates inclusive.

By the Commission.

[SEAL] NELLYE A. THORSEN,
Assistant Secretary.

[F.R. Doc. 69-6909; Filed, June 11, 1969;
8:46 a.m.]

FEDERAL OIL CO.

Order Suspending Trading

JUNE 6, 1969.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock and all other securities of Federal Oil Co. (a Nevada corporation), being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15(c)(5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period June 9, 1969 through June 18, 1969, both dates inclusive.

By the Commission.

[SEAL] NELLYE A. THORSEN,
Assistant Secretary.

[F.R. Doc. 69-6910; Filed, June 11, 1969;
8:46 a.m.]

PHOTO MARK COMPUTER CORP.

Order Suspending Trading

JUNE 6, 1969.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock of Photo Mark Computer Corp., New York, N.Y., and all other securities of Photo Mark Computer Corp. being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15(c)(5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period June 9, 1969 through June 18, 1969, both dates inclusive.

By the Commission.

[SEAL] NELLYE A. THORSEN,
Assistant Secretary.

[F.R. Doc. 69-6911; Filed, June 11, 1969;
8:46 a.m.]

[70-4782]

VERMONT YANKEE NUCLEAR POWER
CORP. ET AL.

Notice of Proposed Issue and Sale of
Subordinated Notes by Subsidiary
Company and Acquisition by Spon-
sor Companies

JUNE 6, 1969.

Notice is hereby given that Vermont Yankee Nuclear Power Corp. ("Vermont Yankee"), 77 Grove Street, Rutland, Vt. 05701, an electric utility company and a subsidiary company of both Northeast Utilities ("Northeast") and New England Electric System ("NEES"), registered

holding company (referred to collectively as "NEPCO"), an electric utility subsidiary company of NEES; Western Massachusetts Electric Co. ("WMECO"), The Connecticut Light & Power Co. ("CL&P"), and The Hartford Electric Light Co. ("Hartford"), three public utility subsidiary companies of Northeast; and Montaup Electric Co. ("Montaup"), an electric-utility subsidiary company of Eastern Utility Associates, a registered holding company (referred to collectively as "sponsors"), have filed an application with this Commission pursuant to the Public Utility Holding Company Act of 1935 ("Act"), designating sections 6, 8, 9(a), 10, and 11 of the Act as applicable to the proposed transactions. All interested persons are referred to the application, which is summarized below, for a complete statement of the proposed transactions.

Vermont Yankee is constructing a nuclear-powered electric generating plant with a net expected capacity of approximately 540 megawatts. The total capital cost of the plant, excluding the cost of the initial inventory of nuclear fuel of about \$20 million, is estimated at \$119 million. The sponsors are committed by capital fund agreements and power contracts to provide Vermont Yankee, in accordance with their stock percentages, the capital required by Vermont Yankee, and to purchase a like percentage of the capacity and power output of the Vermont Yankee plant on a cost-of-service basis, which includes an appropriate return on their investment. After the Court of Appeals for the District of Columbia's decision on March 26, 1969, setting aside a Commission order (Holding Company Act Release No. 15958), the sponsors affirmed their commitment to finance Vermont Yankee and acknowledged their willingness to effect whatever change might be required by any regulatory agency or court having jurisdiction.

Vermont Yankee has arranged to obtain short-term interim financing from banks, pursuant to revolving credit agreements, pending the completion of proceedings relating to the issue and sale of Vermont Yankee's common stock and pending its long-term debt financing. These revolving credit agreements provide for short-term loans from banks to Vermont Yankee up to an aggregate at any time outstanding of \$20 million. The banks have agreed to lend up to \$5 million under this arrangement, of which \$2,500,000 was borrowed on May 15, 1969. The banks have required Vermont Yankee and its sponsors to obtain regulatory authority to issue and sell subordinated notes to the sponsors before lending the remaining \$15 million. The notes will be subordinated and junior in right of payment to all indebtedness of Vermont Yankee for money borrowed from banks or other financial institutions.

Vermont Yankee proposes to issue and sell to the sponsors an aggregate of \$20 million of its subordinated notes for the purpose of providing funds, if necessary,

to repay the interim bank loans, and the sponsors which are parties to this application have agreed to acquire 34.5 percent of the \$20 million of subordinated notes in the following percentages: NEPCO 20 percent, CL&P 6 percent, Hartford 3.5 percent, Montaup 2.5 percent and WMECO 2.5 percent. The remaining amount will be issued to the other sponsors but the acquisition thereof is not subject to the approval of this Commission. The subordinated notes would be issued by Vermont Yankee only for the purpose of obtaining funds with which to pay its obligations to the banks as they come due under the revolving credit agreements. The application states that the notes would mature within 1 year from the date of issue and would bear interest at an annual rate which is $1\frac{1}{2}$ percent in excess of the lowest prime rate for commercial loans in effect at any bank in New York City on the date of issue thereof.

The application states that the Vermont Public Service Board has jurisdiction over the issue and sale of the notes and the Massachusetts Department of Public Utilities has jurisdiction over the acquisition of the notes by the Massachusetts sponsors. No other State commission or Federal commission, other than this Commission, has jurisdiction over the proposed transactions.

Notice is further given that any interested person may, not later than June 19, 1969, request in writing that a hearing be held on such matter, stating the nature of his interest, the reasons for such request, and the issues of fact or law raised by said application which he desires to controvert; or he may request that he be notified if the Commission should order a hearing thereon. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request should be served personally or by mail (airmail if the person being served is located more than 500 miles from the point of mailing) upon the applicant at the above-stated address, and proof of service (by affidavit or, in case of an attorney at law, by certificate) should be filed with the request. At any time after said date, the application, as filed or as it may be amended, may be granted as provided in Rule 23 of the general rules and regulations promulgated under the Act, or the Commission may grant exemption from such rules as provided in Rules 20(a) and 100 thereof or take such other action as it may deem appropriate. Persons who request a hearing or advice as to whether a hearing is ordered will receive notice of further developments in this matter, including the date of the hearing (if ordered) and any postponements thereof.

For the Commission (pursuant to delegated authority).

[SEAL] NELLIE A. THORSEN,
Assistant Secretary.

[F.R. Doc. 69-6912; Filed, June 11, 1969;
8:46 a.m.]

SMALL BUSINESS ADMINISTRATION

[Delegation of Authority No. 30 (Pacific Coastal Area), Rev. 1, Amdt. 3]

AREA COORDINATORS ET AL.

Delegation of Authority To Conduct Program Activities in the Pacific Coastal Area

Pursuant to the authority delegated to the Area Administrators by Delegation of Authority No. 30 (Revision 12) (32 F.R. 179), as amended (32 F.R. 8113, 33 F.R. 8793, 33 F.R. 17217, 33 F.R. 19097, and 34 F.R. 5134), Delegation of Authority No. 30 (Pacific Coastal Area) (Revision 1) (33 F.R. 10677) as amended (33 F.R. 14250 and 34 F.R. 6751), is hereby further amended by: 1. Adding Item I.H., and 2. Adding Items III. B. and C, to read as follows:

I. Area Coordinators.

H. Office Services Manager or Office Services Assistant. 1. To (a) purchase office supplies and equipment, including office machines and rent regular office equipment and furnishings; (b) contract for repair and maintenance of equipment and furnishings; (c) contract for services required in setting up and dismantling and moving SBA exhibits; and (d) issue Government bills of lading. 2. To rent motor vehicles from the General Services Administration and to rent garage space for the storage of such vehicles when not furnished by this Administration.

III. Branch Manager—Fairbanks, Alaska

B. Administration. 1. To purchase reproductions of loan documents, chargeable to the revolving fund, requested by U.S. attorneys in foreclosure cases.

2. To (a) purchase office supplies and equipment, including office machines, and rent regular office equipment and furnishings; (b) contract for repair and maintenance of equipment and furnishings; (c) contract for services required in setting up and dismantling and moving SBA exhibits; and (d) issue Government bills of lading.

3. To rent motor vehicles from the General Services Administration and to rent garage space for the storage of such vehicles when not furnished by this Administration.

C. Chief, Accounting, Clerical and Training Division. 1. To purchase reproductions of loan documents, chargeable to the revolving fund, requested by U.S. attorneys in foreclosure cases.

2. To (a) purchase office supplies and equipment, including office machines, and rent regular office equipment and furnishings; (b) contract for repair and maintenance of equipment and furnishings; (c) contract for services required in setting up and dismantling and

moving SBA exhibits; and (d) issue Government bills of lading.

3. To rent motor vehicles from the General Services Administration and to rent garage space for the storage of such vehicles when not furnished by this Administration.

**4. To cancel, reinstate, modify, and amend authorizations for disaster loans.

**5. To extend the disbursement period on disaster loan authorizations or undisbursed portions of disaster loans.

Effective date: May 7, 1969.

WILLIAM S. SCHUMACHER,
Area Administrator,
Pacific Coastal Area.

[P.R. Doc. 69-6913; Filed, June 11, 1969;
8:46 a.m.]

DEPARTMENT OF LABOR

Wage and Hour Division

CERTIFICATES AUTHORIZING EMPLOYMENT OF LEARNERS AT SPECIAL MINIMUM WAGES

Notice is hereby given that pursuant to section 14 of the Fair Labor Standards Act of 1938 (52 Stat. 1060, as amended, 29 U.S.C. 201 et seq.) and Administrative Order No. 595 (31 F.R. 12981) the firms listed in this notice have been issued special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rates otherwise applicable under section 6 of the act. For each certificate, the effective and expiration dates, number or proportion of learners and the principal product manufactured by the establishment are as indicated. Conditions on occupations, wage rates, and learning periods which are provided in certificates issued under the supplemental industry regulations cited in the captions below are as established in those regulations; such conditions in certificates not issued under the supplemental industry regulations are as listed.

Apparel Industry Learner Regulations (29 CFR 522.1 to 522.9, as amended and 29 CFR 522.20 to 522.25, as amended).

The following normal labor turnover certificates authorize 10 percent of the total number of factory production workers except as otherwise indicated.

Aynor Manufacturing Co., Inc., Aynor, S.C.; 4-23-69 to 4-22-70 (ladies' and children's pants).

Big Yank Corp., Hattiesburg, Miss.; 4-30-69 to 4-29-70 (men's and boys' pants and shorts and men's work shirts).

Bishop Co., Weissport, Pa.; 5-9-69 to 5-8-70 (ladies' and children's blouses).

Blackwelder Manufacturing Co., Mocksville, N.C.; 4-21-69 to 4-20-70 (men's and boys' sport shirts).

Blue Bell, Inc., Coalgate, Okla.; 4-18-69 to 4-17-70 (misses' and girls' jeans).

Covington Industries, Inc., Opp, Ala.; 5-6-69 to 5-3-70 (combat pants and coats).

Dee-Mure Brassiere Co., Inc., Hamlin, W. Va.; 4-22-69 to 4-21-70 (brassieres).

Dickson Manufacturing Co. No. 2, Dickson, Tenn.; 4-21-69 to 4-20-70 (work jackets).

E & W of Heber Springs, Inc., Heber Springs, Ark.; 4-23-69 to 4-22-70 (men's and boys' shirts).

E & W of Ilmo, Inc., Ilmo, Mo.; 4-30-69 to 4-29-70 (men's and boys' dungarees).

Eastern Shore Sportswear Corp., Cambridge, Md.; 4-27-69 to 4-26-70; 10 learners (children's shirts and blouses).

Elder Manufacturing Co., Carl Junction, Mo.; 5-5-69 to 5-4-70 (boys' shirts and pajamas).

Formflex of Arizona, Inc., Phoenix, Ariz.; 4-26-69 to 4-25-70 (women's girdles).

J. Freezer & Son, Inc., Radford, Va.; 5-13-69 to 11-12-69 (men's shirts).

Kellwood Co., Oxford, Miss.; 5-8-69 to 5-7-70 (boys' semidress pants and walking shorts).

Key Manufacturing Co., Inc., Tompkinsville, Ky.; 4-25-69 to 4-24-70 (men's and boys' slacks and dungarees).

Linn Manufacturing Co., Linn, Mo.; 5-1-69 to 4-30-70 (men's semidress trousers).

McColl Manufacturing Co., McColl, S.C.; 5-9-69 to 5-8-70; 10 learners (ladies' dresses).

Mode O'Day Co., Plant No. 3, Logan, Utah; 5-1-69 to 4-30-70 (women's and children's dresses).

Portland Manufacturing Co., Portland, Tenn.; 5-1-69 to 4-30-70 (women's and girls' dresses and blouses).

Princess Peggy, Inc., Vandalia, Ill.; 5-1-69 to 4-30-70 (ladies' dresses).

J. H. Rutter Rex Manufacturing Co., Inc., Franklinton, La.; 4-22-69 to 4-21-70 (men's and boys' work pants).

Saf-T-Bak, Inc., Altoona, Pa.; 5-3-69 to 5-2-70 (men's hunting and fishing clothing).

Sherman Manufacturing Co., Darlington, S.C.; 5-7-69 to 5-6-70; 10 learners (ladies' cotton dresses).

The Solomon Co., Leeds, Ala.; 5-6-69 to 5-5-70 (men's and boys' dress pants).

Spartans Industries, Inc., Smithville, Tenn.; 4-26-69 to 4-25-70 (men's and boys' knit and sport shirts and ladies' blouses).

Spartans Industries, Inc., Spencer, Tenn.; 5-11-69 to 5-10-70 (men's and boys' jeans and shorts).

Springfield Garment Manufacturing Co., Springfield, Mo.; 5-2-69 to 5-1-70 (men's and boys' semidress pants).

I. Taitel & Son, Drew, Miss.; 5-8-69 to 5-7-70 (men's and boys' work clothing and pants).

Trousdale Manufacturing Co., Hartsville, Tenn.; 5-14-69 to 5-13-70 (ladies' sport cotton dresses and blouses).

Wallace Sewing Co., Inc., Wallace, N.C.; 5-12-69 to 5-11-70 (children's outerwear garments).

Wentworth Manufacturing Co., Florence, S.C.; 5-1-69 to 4-30-70 (women's dresses).

The following plant expansion certificates were issued authorizing the number of learners indicated.

Andrews Manufacturing Co., Andrews, Tex.; 5-12-69 to 11-11-69; 50 learners (women's dresses).

Peninsula Garment Manufacturing Co., Inc., Newport News, Va.; 4-25-69 to 10-24-69; 20 learners (preteen dresses).

Renmar Manufacturing Corp., Parkersburg, W. Va.; 4-28-69 to 10-27-69; 40 learners (infants' and juniors' clothing).

Review Apparel, Inc., Fillmore, Utah; 4-21-69 to 10-20-69; 10 learners (ladies' dresses and casual jackets).

Glove Industry Learner Regulations (29 CFR 522.1 to 522.9, as amended and 29 CFR 522.60 to 522.65, as amended).

Indianapolis Glove Co., Inc., Glenwood, Ark.; 5-11-69 to 5-10-70; 10 percent of the total number of workers in the authorized occupations for normal labor turnover purposes.

Hosiery Industry Learner Regulations (29 CFR 522.1 to 522.9, as amended and 29 CFR 522.40 to 522.43, as amended).

Elizabeth City Hosiery Mills, Elizabeth City, N.C.; 5-14-69 to 5-13-70; 5 percent of the total number of factory production workers for normal labor turnover purposes (ladies' nylon hosiery).

Knitted Wear Industry Learner Regulations (29 CFR 522.1 to 522.9, as amended and 29 CFR 522.30 to 522.35, as amended).

Casa Grande Mills, Casa Grande, Ariz.; 5-8-69 to 5-7-70; 5 percent of the total number of factory production workers for normal labor turnover purposes (infants' underwear and men's and boys' T Shirts).

Louis Gallet, Inc., Uniontown, Pa.; 4-27-69 to 4-26-70; 5 learners for normal labor turnover purposes (men's shirts and sweaters).

Regulations Applicable to the Employment of Learners (29 CFR 522.1 to 522.9, as amended).

The following learner certificates were issued in Puerto Rico to the companies hereinafter named. The effective and expiration dates, learner rates, occupations, learning periods and the number of learners authorized to be employed, are indicated.

Carlita Corp., Hormigueros, P.R.; 4-8-69 to 4-7-70; 12 learners for normal labor turnover purposes in the occupation of machine stitching, for a learning period of 480 hours at the rates of \$1.07 an hour for the first 240 hours and \$1.20 an hour for the remaining 240 hours (ladies' and men's sport and dress gloves).

Glamourette Fashion Mills, Inc., Quebradillas, P.R.; 4-7-69 to 4-6-70; 16 learners for normal labor turnover purposes in the occupations of (1) knitting, for a learning period of 480 hours at the rates of \$1.17 an hour for the first 240 hours and \$1.34 an hour for the remaining 240 hours; and (2) machine stitching—seaming and pressing for a learning period of 320 hours at the rates of \$1.17 an hour for the first 160 hours and \$1.34 an hour for the remaining 160 hours (sweaters, skirts, dresses, men's shirts, etc.).

Guantes de Ponce, Inc., Ponce, P.R.; 3-24-69 to 3-23-70; 10 learners for normal labor turnover purposes in the occupation of machine stitching, for a learning period of 480 hours at the rates of \$1.07 an hour for the first 240 hours and \$1.20 an hour for the remaining 240 hours (men's, ladies' and children's dress gloves).

Mayaguez Contracting Corp., Mayaguez, P.R.; 4-21-69 to 10-20-69; 30 learners for plant expansion purposes in the occupation of sewing machine operating, for a learning period of 320 hours at the rate of \$1.21 an hour (brassieres).

Ricardo Corp., Hormigueros, P.R.; 3-31-69 to 3-30-70; 19 learners for normal labor turnover purposes in the occupation of machine stitching, for a learning period of 480 hours at the rates of \$1.07 an hour for the first 240 hours and \$1.20 an hour for the remaining 240 hours (ladies' fabric and leather gloves).

TPM Division of General Cigar Co., Inc., Caguas, P.R.; 4-24-69 to 4-30-69; 12 learners for normal labor turnover purposes in the occupations of sorting and sizing, for a learning period of 240 hours at the rate of \$1.05 an hour (tobacco).

W. O. Tobacco Corp., Caguas, P.R.; 4-24-69 to 4-30-69; 27 learners for normal labor turnover purposes in the occupations of sorting and sizing, for a learning period of 240 hours at the rate of \$1.05 an hour (tobacco).

Wendy Textile Mills, Inc., Quebradillas, P.R.; 3-24-69 to 3-23-70; 5 learners for normal labor turnover purposes in the occupations of (1) machine knitting for a learning period of 480 hours at the rates of \$1.17 an hour for the first 240 hours and \$1.34 an hour for the remaining 240 hours; and (2) machine stitching-seaming for a learning period of 320 hours at the rates of \$1.17 an hour for the first 160 hours and \$1.34 an hour for the remaining 160 hours (sweaters, men's shirts, dresses, etc.).

Each learner certificate has been issued upon the representations of the employer which, among other things, were that employment of learners at special minimum wages is necessary in order to prevent curtailment of opportunities for employment, and that experienced workers for the learner occupations are not available. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof within 15 days after publication of this notice in the FEDERAL REGISTER pursuant to the provisions of 29 CFR 522.9. The certificates may be annulled or withdrawn, as indicated therein, in the manner provided in 29 CFR, Part 528.

Signed at Washington, D.C., this 27th day of May 1969.

ROBERT G. GRONEWALD,
Authorized Representative
of the Administrator.

[F.R. Doc. 69-6907; Filed, June 11, 1969;
3:46 a.m.]

CERTIFICATES AUTHORIZING EMPLOYMENT OF FULL-TIME STUDENTS WORKING OUTSIDE OF SCHOOL HOURS AT SPECIAL MINIMUM WAGES IN RETAIL OR SERVICE ESTABLISHMENTS OR IN AGRICULTURE

Notice is hereby given that pursuant to section 14 of the Fair Labor Standards Act of 1938 (52 Stat. 1060, as amended, 20 U.S.C. 201 et seq.), the regulation on employment of full-time students (29 CFR Part 519), and Administrative Order No. 595 (31 F.R. 12981), the establishments listed in this notice have been issued special certificates authorizing the employment of full-time students working outside of school hours at hourly wage rates lower than the minimum wage rates otherwise applicable under section 6 of the act. The effective and expiration dates are as indicated below. The minimum certificate rates are not less than 85 percent of the applicable statutory minimum.

The following certificates provide for an allowance not to exceed the proportion of the total hours worked by full-time students at rates below \$1 an hour to the total number of hours worked by all employees in the establishment during the base period in occupations of the same general classes in which the establishment employed full-time students at wages below \$1 an hour in the base period.

W. R. Angle & Co., Inc., foodstore; 25 East Main Street, Christiansburg, Va.; 3-14-69 to 3-13-70.

Belle Meade Drugs, Inc., drugstore; 4324 Harding Road, Nashville, Tenn.; 3-15-69 to 3-14-70.

Bennett's Super Market, foodstore; 119 Plant Avenue, Homerville, Ga.; 3-3-69 to 3-2-70.

Big Bear Supermarket, foodstores from 3-18-69 to 3-17-70; No. 9, Asheville, N.C.; No. 15, Burlington, N.C.; Nos. 12 and 16, Greensboro, N.C.; Nos. 3, 4, 5, and 6, High Point, N.C.; No. 8, Thomasville, N.C.

Birchwood Club, restaurant; 27th and Redick Avenue, Omaha, Neb.; 3-10-69 to 3-9-70.

The J. B. Bishop Store, foodstore; Valley Falls, S.C.; 3-3-69 to 3-2-70.

Brackley Market, foodstore; 1013 B Street, Fairbury, Neb.; 3-10-69 to 3-9-70.

Brook Enterprises, Inc., restaurant; 8320 Airport Road, Berkeley, Mo.; 3-12-69 to 3-11-70.

Byrd Food Stores, Inc., foodstores from 3-4-69 to 3-3-70; 2011 West Webb Avenue, Burlington, N.C.; 1609 South Church Street, Burlington, N.C.; 329 Harden Street, Graham, N.C.

Carson Supermarket, foodstore; 217 Edwards Street, Merkel, Tex.; 3-14-69 to 3-13-70.

Cattan's Food Market, foodstore; No. 1, Victoria, Tex.; 3-14-69 to 3-13-70.

Chase Gardens, agriculture; Eugene, Oreg.; 3-14-69 to 2-28-70.

Coker-Hampton Drug Co., Inc., drugstore; 218 South Main, Stuttgart, Ark.; 2-13-69 to 2-12-70.

Coker's Pedigreed Seed Co., agriculture; 1221 Carolina Avenue, Hartsville, S.C.; 3-20-69 to 3-19-70.

Cold's Supermarkets, Inc., foodstore; Traer, Iowa; 3-17-69 to 3-16-70.

Corhern's Big Star, foodstore; No. 57, Starkville, Miss.; 3-7-69 to 3-6-70.

Days Food Market, foodstore; Adel, Ga.; 3-3-69 to 3-2-70.

DeMar's, Inc., apparel store; 6101 West Cermak Road, Cicero, Ill.; 3-2-69 to 3-1-70.

Denton's Supermarket, foodstore; Dallas, Ga.; 3-11-69 to 3-10-70.

Downtown Supermarket, foodstore; Monticello, Ga.; 3-11-69 to 3-10-70.

Easter Super Valu, foodstore; 20 South Fourth Street, Clear Lake, Iowa; 3-20-69 to 3-19-70.

Ernie's Super Valu, foodstore; 606 Grundy Avenue, Reinbeck, Iowa; 3-8-69 to 3-7-70.

O.K. Fairbanks Co., foodstores from 3-14-69 to 3-13-70; 84 Marlboro Street, Keene, N.H.; 480 West Street, Keene, N.H.

Farmers Union Co-operative Association, foodstore; Wisner, Neb.; 3-18-69 to 3-17-70.

Fedder's Fashion Shop, Inc., department store; 103 Main Street, Easley, S.C.; 3-3-69 to 3-2-70.

Fitzgerald & Sons Hardware, Inc., hardware store; 970 West Maple Road, Walled Lake, Mich.; 3-10-69 to 3-9-70.

Food Town, foodstore; No. 1, Bessemer, Ala.; 3-11-69 to 3-10-70.

Foodtown, foodstore; Highway 71, South, Rogers, Ark.; 3-9-69 to 3-8-70.

Foot's Grocery Inc., foodstore; 11 North Mulberry Street, Hamburg, Ark.; 3-18-69 to 3-17-70.

Forest-Oaks-Thrift Mart, foodstore; 9355 Howard Drive, Houston, Tex.; 3-15-69 to 3-14-70.

Gage Bowl, Inc., bowling center; 4200 Huntoon, Topeka, Kans.; 3-10-69 to 3-9-70.

Goldblatt Brothers, Inc., department store; 7975 South Cicero Avenue, Chicago, Ill.; 3-18-69 to 3-17-70.

W. T. Grant Co., variety-department store; No. 660, Ramsey, N.J.; 3-6-69 to 3-5-70.

Greenville Pharmacy, drugstore; 2703 Correctionville Road, Sioux City, Iowa; 2-19-69 to 2-18-70.

H & J Food Basket, foodstores from 3-8-69 to 3-7-70 except as otherwise indicated: Nos. 11 and 12, Artesia, N. Mex.; No. 14, Las Cruces, N. Mex. (3-10-69 to 3-9-70); No. 13, Tularosa, N. Mex. (3-10-69 to 3-9-70).

Hirsch's Thriftway, Inc., foodstore; 241 South Sprigg Street, Cape Girardeau, Mo.; 3-13-69 to 3-12-70.

Holiday Inn, motel; Bismarck, N. Dak.; 3-10-69 to 3-9-70.

Hosterman & Stover Co., Inc., hardware store; Millheim, Pa.; 3-4-69 to 3-3-70.

Johnson's Pharmacy, Inc., drugstore; 121 West Washington Road, Marquette, Mich.; 3-7-69 to 3-6-70.

Joseph's Super Market, foodstore; 700 Willow Street, Franklin, La.; 3-16-69 to 3-15-70.

Kansas Landscape & Nursery Co., agriculture; 1416 East Iron Avenue, Salina, Kans.; 3-17-69 to 3-16-70.

Kelley's Super Market, foodstore; 420 West Kingshighway, Paragould, Ark.; 3-6-69 to 3-5-70.

S. S. Kresge Co., variety-department store; No. 750, St. Petersburg, Fla.; 3-2-69 to 3-1-70.

Lerner Shops, apparel stores; No. 124, Petersburg, Va.; 3-17-69 to 3-16-70; No. 121, Bluefield, W. Va.; 3-18-69 to 3-17-70.

Lisenby Hospital, Ltd., hospital; 1304 West 11th Street, Panama City, Fla.; 3-11-69 to 3-10-70.

Madison Manor, nursing home; 411 East Lane Street, Winterset, Iowa; 3-10-69 to 3-9-70.

Mattingly's Little Giant Food Store, foodstore; Hardinsburg, Ky.; 3-10-69 to 3-9-70.

Melman's, foodstore; 924 Brookline Boulevard, Pittsburgh, Pa.; 3-4-69 to 3-3-70.

Mercy Hospital, hospital; 2601 Eighth Avenue, Altoona, Pa.; 3-10-69 to 3-9-70.

Mr. K IGA, foodstore; 813 Church Street, Shenandoah, Iowa; 3-20-69 to 3-19-70.

Nelsner Brothers, Inc., variety-department store; No. 167, Cutler Ridge, Fla.; 3-6-69 to 3-5-70.

Olson Super Market, foodstore; Alexandria, Minn.; 3-15-69 to 3-14-70.

Oranhood & McCarthy, drugstore; 110 South Main Street, Marysville, Ohio; 3-13-69 to 3-12-70.

P & T Food Center, foodstore; Alabaster, Ala.; 3-15-69 to 3-14-70.

Parker's Foodliner IGA, foodstore; Medicine Lodge, Kans.; 3-12-69 to 3-11-70.

The Peoples Store of Roseland, department store; 11201 South Michigan Avenue, Chicago, Ill.; 3-5-69 to 3-4-70.

Piggly Wiggly, foodstores from 3-6-69 to 3-5-70; 201 Kirkland Street, Abbeville, Ala.; 501 Claxton Street, Elba, Ala.; Broad Street, Eufaula, Ala.; 806 North Water Street, Geneva, Ala.; 213 Cedar Street, Greenville, Ala.; 314 Forrest Avenue, Luverne, Ala.; 109 East Avenue, Ozark, Ala.; 129-31 East Main Street, Samson, Ala.; 212 South Three Notch Street, Troy, Ala.

Richardson's, Inc., department store; 133 South Main Street, High Point, N.C.; 3-5-69 to 3-4-70.

Richbourg's Shoppers Fair, Inc., foodstore; 1400 East River Street, Anderson, S.C.; 3-15-69 to 3-14-70.

Rockford Dry Goods, apparel store; 6321 North Second Street, Loves Park, Ill.; 3-15-69 to 3-14-70.

Roth-Stewart Co., apparel store; 116-118 Garnett Street, Henderson, N.C.; 2-25-69 to 2-24-70.

Runzo Food Center, foodstores from 3-17-69 to 3-16-70; 150 East Market Street, Blairsville, Pa.; 30 South Main Street, Homer City, Pa.

Sacred Heart Hospital, Inc., hospital; 626 N Street, Loup City, Nebr.; 3-11-69 to 3-10-70.

St. Anthony Hospital, hospital; South Clark Street, Carroll, Iowa; 3-13-69 to 3-12-70.

St. Vincent Hospital, hospital; Xavier Heights, Leadville, Colo.; 3-17-69 to 3-16-70.

Lawrence & Paul Seikel, foodstore; Harrah, Okla.; 3-10-69 to 3-9-70.

Shop Rite, Inc., foodstore; Trenton, Ga.; 1-29-69 to 1-28-70.

Smith Nursery Co., agriculture; Ninth and Allison Streets, Charles City, Iowa; 3-2-69 to 3-1-70.

Spurgeon's, department store; 108 West Cook, Portage, Wis.; 3-4-69 to 3-3-70.

Stanley's Department Store, Inc., department store; 218 East Johnson Street, Greenwood, Miss.; 3-18-69 to 3-17-70.

Harry G. Stephens Farm, agriculture; 345 St. Andrews, West Helena, Ark.; 3-10-69 to 3-9-70.

Sterling Stores Co., Inc., variety store; 626 Main Street, Jacksonville, Ark.; 3-3-69 to 3-2-70.

Studsill Grocery & Market, foodstore; 114 South Mills Street, Lakeland, Ga.; 3-3-69 to 3-2-70.

Sureway Food Store, foodstores from 3-15-69 to 3-14-70; No. 4, Henderson, Ky.; No. 9, Madisonville, Ky.; No. 5, Morgantown, Ky.; No. 8, Princeton, Ky.

Sutton's Food City, foodstore; 1935 North Topeka Avenue, Topeka, Kans.; 3-20-69 to 3-19-70.

T. G. & Y. Stores Co., variety-department stores from 3-13-69 to 3-12-70 except as otherwise indicated: No. 153, Minden, La. (3-11-69 to 3-10-70); No. 44, Bethany, Okla. (3-7-69 to 3-6-70); No. 79, Sand Springs, Okla.; Nos. 1, 68, and 71, Tulsa, Okla.

Trey's Department Store, department store; Main Street, Parkersburg, Iowa; 3-6-69 to 3-5-70.

Valigura's Food Market, foodstore; 104 West Highway 21, Caldwell, Tex.; 3-3-69 to 3-2-70.

Wangsgard's, Inc., foodstore; 120 Washington Boulevard, Ogden, Utah; 3-9-69 to 3-8-70.

Ward's Food Market, foodstore; 9204 Buffalo Speedway, Houston, Tex.; 3-14-69 to 3-13-70.

Warshaw's, Inc., apparel store; 218 Washington Street, Walterboro, S.C.; 2-7-69 to 2-6-70.

The A. L. Wilson Co., department store; Quincy, Fla.; 3-11-69 to 3-10-70.

The following certificates were issued to establishments relying on the base-year employment experience of other establishments, either because they came into existence after the beginning of the applicable base year or because they did not have available base-year records. The certificates permit the employment of full-time students at rates of not less than 85 percent of the statutory minimum in the classes of occupations listed, and provide for the indicated monthly limitations on the percentage of full-time student hours of employment at rates below the applicable statutory minimum to total hours of employment of all employees.

A to Z Supermarket, Inc., foodstore; 2823 Main Street, Hurricane, W. Va.; carryout, stock clerk, cashier; 16 to 22 percent; 3-16-69 to 3-15-70.

Allen's of Hastings, Inc., drugstore; 1115 West Second Street, Hastings, Nebr.; carryout, stock clerk, cleanup; 20 percent; 3-7-69 to 3-6-70.

Bond Stores, Inc., apparel store; Black Horse Pike Shopping Center, Audubon, N.J.;

will call, wrapper, stock clerk, file clerk, receiving clerk; 4 to 7 percent; 3-16-69 to 3-15-70.

Bruners, variety store; 1007 Southwest West White Road, San Antonio, Tex.; salesclerk, stock clerk, office clerk, janitorial; 10 to 28 percent; 3-6-69 to 3-5-70.

Byrd Food Stores, Inc., foodstores for the occupations of cashier, stock clerk, bagger, carryout, janitorial, 18 percent; 3-15-69 to 3-14-70; 2120 North Church Street, Burlington, N.C.; 727 East Davis Street, Burlington, N.C.; 110 Washington Street, Leaksville, N.C.; 506 Center Street, Mebane, N.C.; 121 North Madison Avenue, Roxboro, N.C.; 408 North Second Avenue, Siler City, N.C.

C & S Hardware, hardware stores for the occupation of salesclerk, 7 to 28 percent; 3-18-69 to 3-17-70; Nos. 1, 2, and 3, Dallas, Tex.

Centers, department store; 151-159 Main Street, Waterville, Maine; salesclerk, clerk, stock clerk; 10 percent; 3-15-69 to 3-14-70.

City Market, Inc., foodstore; No. 13, Fruita, Colo.; caddy clerk; 10 percent; 3-10-69 to 3-9-70.

Copley's Thriftway Market, foodstore; 302 Main Street, Ceredo, W. Va.; stock clerk, carryout, cashier; 14 to 22 percent; 3-12-69 to 3-11-70.

Deans Food Market, foodstore; Schaller, Iowa; stock clerk, checker, carryout; 13 to 23 percent; 3-17-69 to 3-16-70.

DeBroeck's Big Star Market, foodstore; 435 Clark Avenue, Jefferson City, Mo.; cashier, clerk, carryout, wrapper, maintenance, meat-cutter; 11 to 32 percent; 3-13-69 to 3-12-70.

Dillon Companies, Inc., foodstores for the occupations of cashier, checker, wrapper, carryout, maintenance, clerk; 3-17-69 to 3-16-70; No. 766, Hutchinson, Kans.; 11 to 32 percent; No. 768, McPherson, Kans.; 8 to 28 percent; No. 767, Wichita, Kans.; 9 to 17 percent.

Easter Super Valu, foodstores for the occupations of stock clerk, cashier, bagger, carryout, 3-20-69 to 3-19-70; 215 South Main Street, Centerville, Iowa; 11 to 22 percent; 116 Fifth Street SW., Mason City, Iowa; 13 to 39 percent.

Erich's, department store; 44-58 Fourth Street NW., Winter Haven, Fla.; salesclerk, stock clerk; 0 to 8 percent; 3-14-69 to 3-13-70.

Food Town, foodstores for the occupation of bagger, 22 to 41 percent; 3-11-69 to 3-10-70; No. 2, Bessemer, Ala.; No. 4, Homewood, Ala.; No. 3, Hueytown, Ala.; No. 6, Pinson, Ala.; No. 5, Pleasant Grove, Ala.

Goldblatt Brothers, Inc., department store; Fairplain Plaza, Benton Harbor, Mich.; salesclerk, stock clerk; 5 to 6 percent; 3-11-69 to 3-10-70.

Good Samaritan Center, nursing home; Syracuse, Nebr.; nurse's aide, maintenance; 0 to 8 percent; 3-14-69 to 3-13-70.

W. T. Grant Co., variety-department store; No. 334, Bowling Green, Ky.; salesclerk, stock clerk, office clerk, cashier; 4 to 24 percent; 3-7-69 to 3-6-70.

H. E. B. Food Store, foodstores for the occupations of package clerk, sacker, bottle clerk, 10 percent; 3-11-69 to 3-10-70; No. 111, Austin, Tex.; No. 115, Sinton, Tex.

S. S. Kresge Co., variety-department stores for the occupations of salesclerk, stock clerk, office clerk, checker-cashier except as otherwise indicated: No. 226, Calumet City, Ill.; 18 to 33 percent; 3-8-69 to 3-7-70; No. 4595, Olney, Ill.; 9 to 16 percent; 3-13-69 to 3-12-70; No. 4174, Wichita, Kans.; 16 to 25 percent; 3-4-69 to 12-4-69; No. 4082, Troy, Mich.; 8 to 10 percent; 3-6-69 to 3-5-70 (salesclerk, checker-cashier, stock clerk, maintenance); No. 4163, Westland, Mich.; 10 percent; 3-6-69 to 3-5-70 (salesclerk, checker-cashier, stock clerk, maintenance); No. 775, Wilmington, N.C.; 11 to 22 percent,

3-3-69 to 3-2-70 (checker-cashier, salesclerk); No. 4103, Nashville, Tenn.; 2 to 17 percent; 3-12-69 to 3-11-70 (salesclerk, checker-cashier); No. 748, Dallas, Tex.; 7 to 27 percent; 3-7-69 to 3-6-70 (salesclerk).

S. H. Kress and Co., variety-department store; 1516 East Amar Road, West Covina, Calif.; salesclerk, stock clerk; 4 to 18 percent; 3-19-69 to 3-18-70.

Lerner Shops, apparel stores for the occupations of salesclerk, cashier, credit clerk, 3-17-69 to 3-16-70 except as otherwise indicated: No. 467, Tucson, Ariz.; 15 percent; No. 191, Fort Myers, Fla.; 10 to 32 percent; No. 180, Jacksonville, Fla.; 9 to 16 percent; No. 183, Miami, Fla.; 2 to 14 percent; No. 204, Louisville, Ky.; 5 to 13 percent (3-18-69 to 3-17-70); No. 281, Fort Wayne, Ind.; 3 to 16 percent (3-3-69 to 3-2-70); No. 332, Lafayette, La.; 2 to 20 percent (3-3-69 to 3-2-70); No. 233, Warren, Ohio; 3 to 24 percent (3-3-69 to 3-2-70); No. 107, Tulsa, Okla.; 1 to 12 percent; No. 100, Easton, Pa.; 2 to 15 percent; No. 257, Bristol, Tenn.; 3 to 30 percent (3-18-69 to 3-17-70); No. 42, Roanoke, Va.; 2 to 18 percent; No. 138, Wheeling, W. Va.; 0 to 26 percent (3-18-69 to 3-17-70).

Wm. A. Lewis Clothing Co., apparel store; 8037-41 South Cicero Avenue, Chicago, Ill.; receptionist, stock clerk, check writer, wrapper; 8 to 10 percent; 3-13-69 to 3-12-70.

McCrary-McLellan-Green Stores, variety-department stores for the occupations of salesclerk, stock clerk, office clerk except as otherwise indicated, 3-7-69 to 3-6-70 except as otherwise indicated: No. 226, Savannah, Ga.; 10 to 31 percent (3-15-69 to 3-14-70); No. 373, Bowie, Md.; 27 to 38 percent (salesclerk, stock clerk, office clerk, cashier); No. 1307, Bergenfield, N.J.; 19 to 37 percent; No. 378, Camden, N.J.; 14 to 29 percent (3-19-69 to 3-18-70).

Mr. H's Shop-Rite Foods, foodstore; 7629-35 West Bluemound Road, Milwaukee, Wis.; bagger, carryout, stock clerk, cleanup; 17 to 23 percent; 3-4-69 to 3-3-70.

G. C. Murphy Co., variety-department store; No. 196, McKees Rocks, Pa.; salesclerk, stock clerk, office clerk, janitorial; 13 to 26 percent; 3-3-69 to 3-2-70.

Nathan's Jewelers, jewelry store; 129 South Chadbourn Street, San Angelo, Tex.; salesclerk, gift wrapper; 7 to 27 percent; 3-12-69 to 3-11-70.

Nelsner Brothers, Inc., variety-department store; No. 77, Cleveland, Ohio; salesclerk, stock clerk, office clerk, maintenance; 9 to 32 percent; 3-20-69 to 3-19-70.

Novak IGA, foodstore; First and Lincoln, Ellsworth, Kans.; checker, meat clerk, produce clerk, stock clerk, courtesy clerk, janitorial; 14 to 30 percent; 3-4-69 to 3-3-70.

Paynes Super Market, foodstore; West Hamlin, W. Va.; stock clerk, carryout, cashier; 14 to 22 percent; 3-12-69 to 3-11-70.

Piggly Wiggly, foodstores for the occupations of bagger, carryout except as otherwise indicated, 9 to 10 percent except as otherwise indicated, 3-6-69 to 3-5-70 except as otherwise indicated: 830 South Oates Street, Dothan, Ala.; Lake Shopping Center, Guntersville, Ala. (bagger, stock clerk, 9 to 27 percent; 3-17-69 to 3-16-70); Fir Avenue, Collins, Miss.

Rose's Stores, Inc., variety-department store; No. 104, Kingstree, S.C.; salesclerk; 5 to 34 percent; 3-12-69 to 3-11-70.

Sterling Stores Co., Inc., variety store; 45 North Main Street, Cape Girardeau, Mo.; salesclerk, stock clerk, janitorial; 16 to 47 percent; 3-11-69 to 3-10-70.

Steve's Shoes, Inc., shoe store; 1340 East Meyer, Kansas City, Mo.; cashier; 15 to 24 percent; 3-16-69 to 3-15-70.

Stop and Shop Food Market, foodstore; 626 Main Street, Barboursville, W. Va.; stock clerk, carryout, cashier; 14 to 22 percent; 3-12-69 to 3-11-70.

Sureway Food Store, foodstores for the occupations of checker, stock clerk, carryout, 18 to 38 percent except as otherwise indicated, 3-15-69 to 3-14-70 except as otherwise indicated: No. 1, Calvert City, Ky.; No. 2, Henderson, Ky. (23 to 40 percent); No. 14, Henderson, Ky. (23 to 40 percent, 3-17-69 to 3-16-70); No. 10, Madisonville, Ky. (26 to 48 percent); No. 6, Marion, Ky.; No. 7, New Eddyville, Ky.; No. 12, Providence, Ky. (26 to 48 percent); No. 3, Sturgis, Ky.

T. G. & Y. Stores Co., variety-department stores for the occupations of salesclerk, stock clerk, office clerk, 3-13-69 to 3-12-70 except as otherwise indicated: No. 309, Manhattan, Kans., 15 to 29 percent; No. 810, Santa Fe, N. Mex., 4 to 30 percent (3-7-69 to 3-6-70); No. 423, Oklahoma City, Okla., 18 to 30 percent (3-14-69 to 3-13-70); No. 22, Sapulpa, Okla., 24 to 30 percent; No. 50, Tulsa, Okla., 16 to 30 percent; No. 62, Tulsa, Okla., 24 to 30 percent; No. 401, Tulsa, Okla., 14 to 30 percent; Nos. 828 and 836, Abilene, Tex., 8 to 30 percent (3-11-69 to 3-10-70); No. 828, Big Spring, Tex., 6 to 21 percent (3-11-69 to 3-10-70); No. 835, San Antonio, Tex., 30 percent (3-11-69 to 3-10-70).

Tom Thumb Stores, Inc., foodstores for the occupation of package clerk, 9 to 13 percent, 3-12-69 to 3-11-70; Nos. 14 and 31, Dallas, Tex.; No. 38, Irving, Tex.

Tip Top Fruit Farm, Inc., agriculture, Penn Laird, Va.; fruit packer, fruit grader, unloader, loader, 5 to 50 percent; 3-5-69 to 3-4-70.

Tradewell Supermarket, foodstore; No. 2, Huntington, W. Va.; carryout, stock clerk, cashier, trimmer, janitorial, 16 to 22 percent; 3-16-69 to 3-15-70.

F. W. Woolworth Co., variety-department stores: No. 771, Marlow Heights, Md., salesclerk, 12 percent, 3-5-69 to 3-4-70; No. 300, Willingboro, N.J., salesclerk, stock clerk, 8 to 27 percent, 3-6-69 to 3-5-70; No. 1271, North Versailles, Pa., salesclerk, stock clerk, cleaner, 0.2 to 11 percent, 3-11-69 to 3-10-70.

Each certificate has been issued upon the representations of the employer which, among other things, were that employment of full-time students at special minimum rates is necessary to prevent curtailment of opportunities for employment, and the hiring of full-time students at special minimum rates will not create a substantial probability of reducing the full-time employment opportunities of persons other than those employed under a certificate. The certificates may be annulled or withdrawn, as indicated therein, in the manner provided in Part 528 of Title 29 of the Code of Federal Regulations. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof within 30 days after publication of this notice in the *FEDERAL REGISTER* pursuant to the provisions of 29 CFR 519.9.

Signed at Washington, D.C., this 29th day of May 1969.

ROBERT G. GRONWALD,
Authorized Representative
of the Administrator.

[F.R. Doc. 69-6908; Filed, June 11, 1969;
8:46 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 1303]

MOTOR CARRIER, BROKER, WATER CARRIER, AND FREIGHT FOR- WARDER APPLICATIONS

JUNE 6, 1969.

The following applications are governed by Special Rule 1.247¹ of the Commission's general rules of practice (49 CFR, as amended), published in the *FEDERAL REGISTER* issue of April 20, 1966, effective May 20, 1966. These rules provide, among other things, that a protest to the granting of an application must be filed with the Commission within 30 days after date of notice of filing of the application is published in the *FEDERAL REGISTER*. Failure seasonably to file a protest will be construed as a waiver of opposition and participation in the proceeding. A protest under these rules should comply with § 1.247(d)(3) of the rules of practice which requires that it set forth specifically the grounds upon which it is made, contain a detailed statement of protestant's interest in the proceeding (including a copy of the specific portions of its authority which protestant believes to be in conflict with that sought in the application, and describing in detail the method—whether by joinder, interline, or other means—by which protestant would use such authority to provide all or part of the service proposed), and shall specify with particularity the facts, matters, and things relied upon, but shall not include issues or allegations phrased generally. Protests not in reasonable compliance with the requirements of the rules may be rejected. The original and one copy of the protest shall be filed with the Commission, and a copy shall be served concurrently upon applicant's representative, or applicant if no representative is named. If the protest includes a request for oral hearing, such requests shall meet the requirements of § 1.247(d)(4) of the special rules, and shall include the certification required therein.

Section 1.247(f) of the Commission's rules of practice further provides that each applicant shall, if protests to its application have been filed, and within 60 days of the date of this publication, notify the Commission in writing (1) that it is ready to proceed and prosecute the application, or (2) that it wishes to withdraw the application, failure in which the application will be dismissed by the Commission.

Further processing steps (whether modified procedure, oral hearing, or other procedures) will be determined generally in accordance with the Commission's General Policy Statement Concerning Motor Carrier Licensing Procedures, published in the *FEDERAL REGISTER* issue of May 3, 1966. This assignment will be by Commission order which will be served on each party of record.

The publications hereinafter set forth reflect the scope of the applications as filed by applicants, 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.

No. MC 200 (Sub-No. 228), filed May 15, 1969. Applicant: RISS INTERNATIONAL CORPORATION, 903 Grand Avenue, Kansas City, Mo. 64106. Applicant's representative: Ivan E. Moody, 12th Floor, Temple Building, 903 Grand Avenue, Kansas City, Mo. 64106. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities*, including classes A and B explosives (except commodities in bulk, and household goods as defined by the Commission) when moving, (1) on Government bills of lading, or commercial bills of lading to be converted to Government bills of lading or containing endorsements approved in Interpretation of Government Rate Tariff—Eastern Central 332 ICC 161, 164, 165, (a) between points in Colorado, Nebraska, Iowa, Kansas, Oklahoma, Texas, Arkansas, Missouri, Illinois, Indiana, Kentucky, Louisiana, Tennessee, Ohio, Michigan (Lower Peninsula only), West Virginia, Pennsylvania, New York, New Jersey, Delaware, Maryland, Connecticut, Massachusetts, Rhode Island, Maine, New Hampshire, Vermont, Virginia, and the District of Columbia, (b) between points named in (a) above, on the one hand, and, on the other, points in Arizona, New Mexico, Utah, Nevada, Colorado, California, Oregon, and Washington and (c) between points in Arizona, New Mexico, Utah, Nevada, Colorado, California, Oregon, and Washington to perform interstate transportation for movement of the commodities described in (1) above when such commodities have been stored in transit in such States for future delivery to other points in such States. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo., or Washington, D.C.

No. MC 200 (Sub-No. 229), filed May 16, 1969. Applicant: RISS INTERNATIONAL CORPORATION, 903 Grand Avenue, Kansas City, Mo. 64106. Applicant's representative: Ivan E. Moody, 12th Floor, Temple Building, 903 Grand Avenue, Kansas City, Mo. 64106. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat products and meat byproducts, and articles distributed by meat packinghouses*, as

¹ Copies of Special Rule 1.247 (as amended) can be obtained by writing to the Secretary, Interstate Commerce Commission, Washington, D.C. 20423.

defined in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk, in tank vehicles and except hides), from points in the Omaha, Nebr.-Council Bluffs, Iowa, commercial zone to points in Connecticut, Delaware, Maryland, Massachusetts, New York, New Jersey, Pennsylvania, Rhode Island, and Virginia. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 730 (Sub-No. 310), filed May 19, 1969. Applicant: PACIFIC INTER-MOUNTAIN EXPRESS CO., a corporation, 1417 Clay Street, Oakland, Calif. 94604. Applicant's representative: Alfred G. Krebs (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), serving the plantsites of Eastman Kodak Co., at or near Windsor, Colo., as off-route points in connection with carrier's otherwise authorized regular route operations. NOTE: If a hearing is deemed necessary, applicant requests it be held at Denver, Colo., or San Francisco, Calif.

No. MC 1585 (Sub-No. 9), filed May 19, 1969. Applicant: BARNES TRUCK LINE, a corporation, 1320 Highway 13 North, Columbia, Miss. Applicant's representative: Harold D. Miller, Jr., 700 Petroleum Building, Post Office Box 22567, Jackson, Miss. 39205. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), (1) between Prentiss and Newhebron, Miss.: Over Mississippi Highway 42 to Newhebron and return over the same route, serving all intermediate points; and (2) between Prentiss and Tylertown, Miss.: From Prentiss over U.S. Highway 84 to Monticello, Miss., thence over Mississippi Highway 27 to Tylertown, and return over the same route, serving all intermediate points. NOTE: Applicant proposes to join the requested routes with existing routes authorized under MC 1585 and subs thereto. If a hearing is deemed necessary, applicant requests it be held at Jackson, Miss.

No. MC 2202 (Sub-No. 373), filed May 19, 1969. Applicant: ROADWAY EXPRESS, INC., 1077 Gorge Boulevard, Post Office Box 471, Akron, Ohio 44309. Applicant's representatives: William O. Turney, 2001 Massachusetts Avenue NW, Washington, D.C. 20036, and Douglas Faris, Post Office Box 471, Akron, Ohio 44309. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities* (except those

of unusual value, classes A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk and those requiring special equipment), between St. Louis, Mo., and Memphis, Tenn.: (1) from St. Louis over U.S. Highway 61 to Memphis and return over the same route serving no intermediate points as an alternate route for operating convenience only; and (2) from St. Louis over Interstate Highway 55 to Memphis and return over the same route serving no intermediate points, as an alternate route for operating convenience only. Restriction: The authority sought herein is restricted to traffic moving from, to, or through the State of Texas. NOTE: Applicant states the authority sought will be used principally for traffic moving between Houston and southeastern Texas and the St. Louis, Chicago, and Milwaukee areas. The applicant may use shorter routes than those herein sought but the relay system which applicant intends to institute on or shortly after August 4, 1969, requires that the traffic move via Memphis, Tenn. Interstate Highway 55 is not wholly completed between St. Louis and Memphis, but applicant intends to use those portions that are completed and usable and applicable. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Memphis, Tenn.

No. MC 2202 (Sub-No. 374), filed May 19, 1969. Applicant: ROADWAY EXPRESS, INC., 1077 Gorge Boulevard, Post Office Box 471, Akron, Ohio 44309. Applicant's representatives: William O. Turney, 2001 Massachusetts Avenue NW, Washington, D.C. 20036, and Douglas Faris (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk and those requiring special equipment), between Nashville, Tenn., and St. Louis, Mo.: (1) from Nashville over U.S. Highway 41A to Hopkinsville, Ky., thence over U.S. Highway 68 to junction U.S. Highway 62, thence over U.S. Highway 62 to Paducah, Ky., thence over U.S. Highway 45 to Vienna, Ill., thence over Illinois Highway 146 to Ware, Ill., thence over Illinois Highway 3 to East St. Louis, Ill. (St. Louis, Mo.-East St. Louis, Ill., commercial zone as defined by the Commission), and return over the same route, as an alternate route for operating convenience only, serving no intermediate points; and (2) from Nashville to Paducah as specified above, thence over U.S. Highway 60 to Wickliffe, Ky., thence over U.S. Highway 51 to junction Illinois Highway 3, thence over Illinois Highway 3 to East St. Louis, Ill. (St. Louis, Mo.-East St. Louis, Ill., commercial zone as defined by the Commission), and return over the same route as an alternate route for operating convenience only, serving no intermediate points. Restriction: The operations sought herein are restricted to the transportation of shipments moving from, to, or through Atlanta, Ga.,

or Knoxville, Tenn., and points within their respective commercial zones as defined by the Commission, and further restricted against service at Nashville, Tenn. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Nashville, Tenn., or Washington, D.C.

No. MC 2359 (Sub-No. 20), filed May 19, 1969. Applicant: DAMEO, INC., 568 Central Avenue, Somerville, N.J. 08871. Applicant's representative: Morton E. Kiel, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Conduit, building and roofing materials, asphalt, asbestos, and asphalt asbestos products*, from Manville, N.J., to points in the District of Columbia, Massachusetts, Rhode Island, and points in Fairfax County, Va., including Alexandria, Fairfax, and Falls Church, under contract with Johns-Manville Corp. NOTE: Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 8948 (Sub-No. 86), filed May 13, 1969. Applicant: WESTERN GILLETTE, INC., 2550 East 28 Street, Los Angeles, Calif. 90058. Applicant's representative: R. Y. Schureman, 1545 Wilshire Boulevard, Los Angeles, Calif. 90017. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Liquid fertilizer solutions*, in bulk, in tank vehicles, from San Diego, Calif., to points in Clark, Esmeralda, Mineral, and Nye Counties, Nev. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Los Angeles, Calif., or Carson City, Nev.

No. MC 14552 (Sub-No. 35) (Correction), filed April 24, 1969, published in the FEDERAL REGISTER issue of May 15, 1969, corrected and republished this issue. Applicant: J. V. McNICHOLAS TRANSFER COMPANY, a corporation, 555 West Federal Street, Youngstown, Ohio 44502. Applicant's representative: James W. Muldoon, 88 East Broad Street, Columbus, Ohio 43215. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Fabricated steel*, from Bellefontaine, Ohio, to points in Illinois, Indiana, Kentucky, Michigan, Pennsylvania, and West Virginia; and (2) *materials and supplies* used in the fabricating of steel, from points in the destination States named in (1) above, to Bellefontaine, Ohio, restricted to traffic originating at or destined to plantsites of Carter Steel and Fabricating Co., at Bellefontaine, Ohio. NOTE: The purpose of this republication is to correct the restriction which was erroneously shown in previous publication. Applicant states no duplicating authority is sought. Applicant holds contract carrier authority under MC 123991 and subs, therefore, dual operations may be involved.

If a hearing is deemed necessary, applicant requests it be held at Columbus, Ohio, or Washington, D.C.

No. MC 22254 (Sub-No. 52), filed May 14, 1969. Applicant: TRANS-AMERICAN VAN SERVICE, INC., 7540 South Western Avenue, Chicago, Ill. 60620. Applicant's representative: John C. Bradley, 618 Perpetual Building, Washington, D.C. 20004. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Dictating machines and parts and accessories thereof*, between points in the United States, including the District of Columbia. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Washington, D.C.

No. MC 23441 (Sub-No. 11), filed May 19, 1969. Applicant: LAY TRUCKING COMPANY, INC., 1312 Lake Street, La Porte, Ind. 46350. Applicant's representative: William A. Landau, 1415 East Grand Avenue, Des Moines, Iowa 50306. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Engine cooling radiators and cores, and parts thereof*, from Trenton, Mo., to points in Illinois, Indiana, Iowa, Kentucky, Michigan, and Wisconsin; (2) *equipment, materials, and supplies used or useful in the manufacture of articles specified in (1) above*, from points in Illinois, Indiana, Iowa, Kentucky, Michigan, and Wisconsin, to Trenton, Mo. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa.

No. MC 23441 (Sub-No. 12), filed May 20, 1969. Applicant: LAY TRUCKING COMPANY, INC., 1312 Lake Street, La Porte, Ind. 46350. Applicant's representative: Donald W. Smith, 900 Circle Tower, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Tractors*, (2) *Power mowers and hand mowers*, and (3) *Parts, attachments, and accessories for the commodities named in (1) and (2) above*, from South Bend, Ind., to points in Nebraska, Kansas, Oklahoma, Arkansas, Delaware, Louisiana, Mississippi, Alabama, Florida, Vermont, New Hampshire, Rhode Island, and Maine. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., Washington, D.C., or Indianapolis, Ind.

No. MC 26739 (Sub-No. 63) (Correction), filed April 11, 1969, published in FEDERAL REGISTER issue of May 8, 1969, and May 29, 1969, corrected May 14, 1969, and republished as corrected this issue. Applicant: CROUCH BROS. INC., U.S. Highway 36, Elwood, Kans. 66024. Applicant's representative: George W. Keefer, Post Office Box 1059, St. Joseph,

Mo. 64502. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), between Shenandoah, Iowa, and Lincoln, Nebr., from Shenandoah over Iowa Highway 2 to the Iowa-Nebraska State line and thence over Nebraska Highway 2 to Lincoln and return over the same route, serving the intermediate points of Sidney, Iowa, and Nebraska City, Nebr., and the off-route points of Farragut, Hamburg, and River-ton, Iowa. NOTE: The purpose of this republication is to show regular route authority sought in lieu of irregular route, which was erroneously published in previous publication. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo., or Lincoln, Nebr.

No. MC 30173 (Sub-No. 4), filed May 9, 1969. Applicant: GAMACHE TRUCKING CO., INC., Bates Street, Post Office Box 612, Fall River, Mass. 02722. Applicant's representative: Russell B. Curnett, 36 Circuit Drive, Edgewood Station, Providence, R.I. 02905. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Malt beverages, and empty malt beverage containers*, between Fall River, Mass., and Providence, R.I., on the one hand, and, on the other, points in Bristol, Essex, Middlesex, Norfolk, Plymouth, and Suffolk Counties, Mass., restricted to traffic having an immediate prior or subsequent movement to or from Fall River Mass., or Providence, R.I., on the one hand, and, on the other, points in New Jersey within 20 miles of and including Newark, points in New York, N.Y., commercial zone, as defined in New York, N.Y., commercial zone, 1 M.C.C. 665, and points in Philadelphia, Pa., commercial zone as defined in Philadelphia, Pa., commercial zone, 17 M.C.C. 533. NOTE: Applicant states that tacking would take place at Fall River, Mass., and/or Providence, R.I., to serve points in New York and Massachusetts. If a hearing is deemed necessary, applicant requests it be held at Providence, R.I., or Boston, Mass.

No. MC 30837 (Sub-No. 371), filed May 22, 1969. Applicant: KENOSHA AUTO TRANSPORT CORPORATION, 4200 39th Avenue, Kenosha, Wis. 53141. Applicant's representative: Paul F. Sullivan, 701 Washington Building, 15th and New York Avenue NW., Washington, D.C. 20005. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Snowmobiles*, between points in the United States, including Alaska but excluding Hawaii. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant does not specify a location.

No. MC 31389 (Sub-No. 109), filed May 8, 1969. Applicant: McLEAN TRUCKING COMPANY, a corporation, 617 Woughtown Street, Post Office Box 213, Winston-Salem, N.C. 27102. Ap-

plicant's representative: Francis W. McInerney, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment) serving Ohio and Muhlenburg Counties, Ky., as off-route territory in connection with carrier's authorized regular-route operations in Kentucky. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 35808 (Sub-No. 5), filed May 14, 1969. Applicant: CARL ALBIN, doing business as RAINBOW TRUCK CO., 2511 Wilma Avenue, Los Angeles, Calif. Applicant's representative: Warren N. Grossman, 606 South Olive Street, Los Angeles, Calif. 90014. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid commodities* (except asphalt, lubricating oils and greases, automotive fuels, or aircraft fuels and cryogenic liquids), between points in California. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Los Angeles, Calif.

No. MC 36974 (Sub-No. 5), filed May 23, 1969. Applicant: HMIELESKI TRUCKING CORP., 108 New Era Drive, South Plainfield, N.J. 07080. Applicant's representative: Morton E. Kiel, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household appliances*, from Edison, N.J., to points in Orange, Rockland, Putnam, and Ulster Counties, N.Y., and Fairfield County, Conn. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 42487 (Sub-No. 720), filed May 16, 1969. Applicant: CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, 175 Linfield Drive, Menlo Park, Calif. 94025. Applicant's representative: Robert M. Bowden, Western Traffic Service, Post Office Box 3062, Portland, Ore. 97208. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Tankage, liquid*, in bulk, in tank vehicles, from Odebolt, Iowa, to North-bridge, Calif. NOTE: Common control may be involved. Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if necessary. If a hearing is deemed necessary, applicant requests it be held at Los Angeles, Calif., or San Francisco, Calif.

No. MC 48958 (Sub-No. 104), filed May 12, 1969. Applicant: ILLINOIS-CALIFORNIA EXPRESS, INC., 510 East 51st Avenue, Denver, Colo. 80216. Applicant's representative: Morris G. Cobb,

601 Ross Street, Post Office Box 9050, Amarillo, Tex. 79105. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment), serving the plantsite of Eastman Kodak Co. at or near Windsor, Colo., in connection with applicant's presently authorized regular route operations. **NOTE:** Applicant states it proposes to serve the requested off-route point between Peoria, Ill., and Denver, Colo., and particularly between Greeley and Lucerne, Colo., and to tack at common service points with other existing authority in MC 48958 and subnumbered proceedings thereunder. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 50069 (Sub-No. 423), filed May 19, 1969. Applicant: REFINERS TRANSPORT & TERMINAL CORPORATION, 445 Earlwood Avenue, Oregon, Ohio 43616. Applicant's representative: J. A. Kundtz, 1050 Union Commerce Building, Cleveland, Ohio 44115. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Solvents*, liquid, in bulk, in tank vehicles, from Chicago, Ill., to Memphis, Tenn. **NOTE:** Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Common control and dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 58035 (Sub-No. 6), filed April 24, 1969. Applicant: DENVER-LOVELAND TRANSPORTATION, INC., 255 South Cleveland, Loveland, Colo. 80537. Applicant's representative: John P. Thompson, 450 Capitol Life Building, Denver, Colo. 80203. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment), (1) between Denver, Colo., and the plantsites, warehouses and other facilities of Eastman Kodak Co. at and near Windsor, Colo., over U.S. Highway 287 and also over Interstate Highway 25 to their junction with U.S. Highway 34, thence over U.S. Highway 34 to its junction with Colorado Highway 257, thence over Colorado Highway 257 to Windsor, Colo., returning over the same routes; and using Colorado Highway 392 and Interstate Highway 25 north of U.S. Highway 34 for operating convenience only; serving no intermediate points except as otherwise authorized; (2) between Fort Collins, Colo., and the plantsites, warehouses, and other facilities of Eastman Kodak Co. at and near Windsor, Colo., over Colorado Highway 14 to its junction with Interstate Highway 25, thence over Interstate Highway 25 to its junction with Colorado Highway 392, thence over Colorado Highway 392

to its junction with Colorado Highway 257, thence over Colorado Highway 257 to Windsor, Colo.; returning over the same route; serving no intermediate points except as otherwise authorized; (3) between Greeley, Colo., and the plantsites, warehouses, and other facilities of Eastman Kodak Co. at and near Windsor, Colo., over U.S. Highway 34 to its junction with Colorado Highway 257, thence over Colorado Highway 257 to Windsor; returning over same route; serving no intermediate points except as otherwise authorized; (4) between Loveland, Colo., and the plantsites, warehouses, and other facilities of Eastman Kodak Co. at and near Windsor, Colo., over U.S. Highway 34 to its junction with Colorado Highway 257, thence over Colorado Highway 257 to Windsor, Colo.; returning over same route; serving no intermediate points except as otherwise authorized; and (5) between Windsor, Colo., and the plantsites, warehouses, and other facilities of Eastman Kodak Co. at and near Windsor, Colo., over Colorado Highway 257; serving no intermediate points except as otherwise authorized. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 59098 (Sub-No. 5), filed May 20, 1969. Applicant: KNAPP'S EXPRESS, INC., 37 Emerson Street, Ridgefield Park, N.J. 07660. Applicant's representative: James J. Farrell, 206 North Boulevard, Belmar, N.J. 07719. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Textile products*, between Ridgefield Park (Bergen County) N.J., on the one hand, and, on the other, points in Nassau and Westchester County, N.Y. **NOTE:** Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y., or Newark, N.J.

No. MC 59367 (Sub-No. 67), filed May 19, 1969. Applicant: DECKER TRUCK LINE, INC., Post Office 915, Fort Dodge, Iowa 50501. Applicant's representative: William A. Landau, 1451 East Grand Avenue, Des Moines, Iowa 50306. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts, and articles distributed by meat packinghouses*, as described in section A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except hides and commodities in bulk), from points in the Omaha, Nebr., Council Bluffs, Iowa, commercial zone, to points in Illinois, Indiana, Michigan, Minnesota, and Wisconsin. **NOTE:** Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 61396 (Sub-No. 222), filed May 19, 1969. Applicant: HERMAN BROS. INC., 2501 North 11th Street, Post Office Box 189, Omaha, Nebr. 68101. Applicant's

representative: Donald L. Stern, 630 City National Bank Building, Omaha, Nebr. 68102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Furfuryl alcohol*, in bulk, in tank vehicles, from Omaha, Nebr., to points in Illinois. **NOTE:** Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr., or Chicago, Ill.

No. MC 61592 (Sub-No. 140), filed May 19, 1969. Applicant: JENKINS TRUCK LINE, INC., 3708 Elm Street, Bettendorf, Iowa 52722. Applicant's representative: Donald W. Smith, 900 Circle Tower, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Tractors*, (2) *power mowers*, and (3) *parts, attachments and accessories* for the commodities named in (1) and (2) above, from South Bend, Ind., to points in Nebraska, Kansas, Oklahoma, Arkansas, Delaware, Louisiana, Mississippi, Alabama, Florida, Vermont, New Hampshire, Rhode Island, and Maine. **NOTE:** Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., Washington, D.C., or Indianapolis, Ind.

No. MC 61624 (Sub-No. 6) (Correction), filed May 6, 1969, published in the FEDERAL REGISTER issue of May 29, 1969, corrected and republished this issue. Applicant: KIRBY & KIRBY, INC., 1052 Spruce Street, Trenton, N.J. 08638. Applicant's representative: Bert Collins, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Household cleaning supplies*, from Bristol, Pa., to points in Nassau and Suffolk Counties, and Mount Kisco, N.Y.; (2) *toys and dolls*, from Harrison, N.J., to points in Nassau and Suffolk Counties, N.Y.; and (3) *canned foods*, from Camden, N.J., to points in Nassau and Suffolk Counties and Mount Kisco, N.Y. **NOTE:** The purpose of this republication is to show Bristol, Pa., in lieu of Briston in (1) above and to show Harrison, N.J., in lieu of Harrison, N.H., in (2) above. Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 66886 (Sub-No. 13), filed May 13, 1969. Applicant: BELGER CARTAGE SERVICE, INC., 2100 Walnut Street, Kansas City, Mo. 64108. Applicant's representative: Ernest A. Brooks, II, 1301 Ambassador Building, St. Louis, Mo. 63101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Commodities*, which require the use of special equipment or special handling by reason of size or weight; and (2) *ordnance equipment, materials, and supplies, and quartermaster supplies* (except

household goods and commodities in bulk), (a) between military installations or Defense Department establishments and ports of embarkation in Texas, New Mexico, Arizona, Oklahoma, Kansas, Colorado, Nebraska, Missouri, Illinois, and California; and (b) between points in (a) above on the one hand, and, on the other, points in Texas, New Mexico, Arizona, Oklahoma, Kansas, Colorado, Nebraska, Missouri, Illinois, and California. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 67200 (Sub-No. 32), filed May 19, 1969. Applicant: THE FURNITURE TRANSPORT COMPANY, INC., Furniture Row, Milford, Conn. 06460. Applicant's representative: Arthur J. Piken, 160-16 Jamaica Avenue, Jamaica, N.Y. 11432. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *New furniture*, crated and uncrated, between points in Florida, Georgia, and Alabama, on the one hand, and, on the other, points in Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, and Pennsylvania. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Miami, Fla., or Boston, Mass.

No. MC 67200 (Sub-No. 33), filed May 19, 1969. Applicant: THE FURNITURE TRANSPORT COMPANY, INC., Furniture Row, Post Office Box 392, Milford, Conn. 06460. Applicant's representative: Arthur J. Piken, 160-16 Jamaica Avenue, Jamaica, N.Y. 11432. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *New furniture*, crated and uncrated, between points in Florida, Georgia, and Alabama. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Miami, Fla.

No. MC 73165 (Sub-No. 265), filed May 19, 1969. Applicant: EAGLE MOTOR LINES, INC., 830 North 33d Street, 35201. Applicant's representative: Robert M. Pearce, Post Office Box E, Bowling Green, Ky. 42101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Cement asbestos products, conduits or pipe and fittings and accessories necessary to the installation thereof, plastic pipe, fittings and accessories necessary to the installation thereof, in straight or mixed shipments, from Van Buren, Ark., to points in Alabama, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, West Virginia, and Wisconsin.* NOTE: Applicant states it does not intend to tack, and apparently is willing

to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Dallas, Tex.

No. MC 78170 (Sub-No. 10), filed May 14, 1969. Applicant: PARRISH DRAY LINE, INC., Post Office Box 459, 800 Fulton Street, Sumter, S.C. 29150. Applicant's representative: James E. Wilson, 1735 K Street NW., Washington, D.C. 20006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Yarn, rayon tire cord, or synthetic fiber tire cord*, on beams, from Decatur, Ala., and Gonzalez and Pensacola, Fla., to Bowling Green, Ky., and points within 4 miles thereof, and (2) *beams and return yarn on beams*, from Bowling Green, Ky., and points within 4 miles thereof, to Decatur, Ala., and Gonzalez and Pensacola, Fla. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Cincinnati, Ohio, Indianapolis, Ind., or Chicago, Ill.

No. MC 85934 (Sub-No. 51) (Amendment), filed April 11, 1969, published FEDERAL REGISTER issue of May 1, 1969, amended May 19, 1969, and republished as amended this issue. Applicant: MICHIGAN TRANSPORTATION COMPANY, a corporation, 3601 Wyoming, Dearborn, Mich. 48120. Applicant's representative: Robert A. Sullivan, 1800 Buhl Building, Detroit, Mich. 48226. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Salt*, in bulk, in pneumatic tank vehicles, from Manistee, Port Huron, St. Clair, Detroit, and Marysville, Mich., to points in Illinois, Indiana, and Ohio. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking if warranted. The purpose of this republication is to add the origin point of Marysville, Mich. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 87717 (Sub-No. 4), filed May 16, 1969. Applicant: FANELLI BROTHERS TRUCKING COMPANY, a corporation, Centre and Nichols Streets, Pottsville, Pa. 17901. Applicant's representatives: Robert H. Griswold and S. Berne Smith, 100 Pine Street, Post Office Box 1166, Harrisburg, Pa. 17108. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Caps for beverage containers*, from the plantsite of Zapata Industries, Inc., in West Mahanoy Township, Schuylkill County, Pa., to points in Alabama, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia; (2) *Scrap steel*, from the plantsite of Zapata Industries, Inc., in West

Mahanoy Township, Schuylkill County, Pa., to New York, N.Y., Millersport and Fairfield Counties, Ohio; and Tampa, Fla.; and (3) *Cork* from New York, N.Y., and Philadelphia, Pa., to the plantsite of Zapata Industries, Inc., in West Mahanoy Township, Schuylkill County, Pa. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Harrisburg, Pa., or Washington, D.C.

No. MC 87966 (Sub-No. 11), filed May 16, 1969. Applicant: ELEVELD CHICAGO FURNITURE SERVICE, INC., 4020 West 24th Street, Chicago, Ill. 60623. Applicant's representative: Donald S. Mullins, 4704 West Irving Park Road, Chicago, Ill. 60641. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Store and office fixtures*, as defined in Appendix III to Ex Parte MC-45, as amended, and *parts thereof, and supplies and materials used in the installation of said store and office fixtures*, between the plantsite and facilities of Capitol Fixture and Construction Corp. at or near Arlington Heights, Ill., on the one hand, and, on the other, points in Connecticut, Delaware, District of Columbia, Illinois, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and Wisconsin. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 94350 (Sub-No. 224), filed May 19, 1969. Applicant: TRANSIT HOMES, INC., Post Office Box 1628, Haywood Road at Transit Drive, Greenville, S.C. 29602. Applicant's representative: Mitchell King, Jr. (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Trailers designed to be drawn by passenger automobiles in initial movements*; and (2) *buildings in sections, traveling on their own or removable undercarriages equipped with hitch ball connectors*, from points in Columbus County, N.C., to points east of the Mississippi River, including Louisiana and Minnesota. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Fayetteville, N.C.

No. MC 95540 (Sub-No. 745), filed May 19, 1969. Applicant: WATKINS MOTOR LINES, INC., 1120 West Griffin Road, Lakeland, Fla. 33801. Applicant's representative: Paul E. Weaver (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat by-products, and articles distributed by*

meat packinghouses, as defined in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk, in tank vehicles and except hides), from points in the Omaha, Nebr., Council Bluffs, Iowa, commercial zone, to points in Arizona, California, Connecticut, Delaware, District of Columbia, Louisiana, Maryland, Massachusetts, New Mexico, New York, New Jersey, Pennsylvania, Rhode Island, Virginia, and West Virginia. **NOTE:** Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 95540 (Sub-No. 746), filed May 19, 1969. Applicant: WATKINS MOTOR LINES, INC., 1120 West Griffin Road, Lakeland, Fla. 33801. Applicant's representative: Paul E. Weaver (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Frozen prepared foods*, from Monroe City, Mo., to points in Alabama, Connecticut, Delaware, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Tennessee, West Virginia, Virginia, Vermont, and the District of Columbia. **NOTE:** Common control may be involved. Applicant states it does not intend to tack, and apparently is willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Kans., or Washington, D.C.

No. MC 95878 (Sub-No. 91), filed April 21, 1969. Applicant: ANDERSON TRUCKING SERVICE, INC., 203 Cooper Avenue North, St. Cloud, Minn. 56301. Applicant's representative: Andrew R. Clark, 1000 First National Bank Building, Minneapolis, Minn. 55402. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Laminated panels*, faced with stone, marble, granite, or slate, from points in Orange and Washington Counties, Vt., to points in the United States (except Connecticut, Delaware, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, Vermont, West Virginia, and the District of Columbia), and (2) *Granite marble, slate and stone* from points in Washington and Orange Counties, Vt., to points in Alabama, Florida, Georgia, Indiana, Kentucky, Maine, Michigan, Mississippi, North Carolina, South Carolina, and Tennessee. **NOTE:** Applicant states that though the authority here sought can be tacked, at the present time no tacking is intended because applicant is not aware of traffic which could be transported by tacking several of its authorities. If a hearing is deemed necessary, applicant requests it be held at Montpelier, Vt.

No. MC 95920 (Sub-No. 21), filed May 23, 1969. Applicant: SANTRY TRUCKING COMPANY, a corporation, 11552 Southwest Pacific Highway, Portland, Ore. 97223. Applicant's representative: George R. LaBissoniere, 1424 Washington Building, Seattle, Wash. 98101. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Petroleum products in packages, and such other products* as are dealt in and used by retail and wholesale petroleum distributors and dealers (except in bulk), from points in Los Angeles County, and Richmond, Calif., to points on and west of U.S. Highway 97 in Oregon and Washington, under contract with Standard Oil Co. of California. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at San Francisco, Calif.

No. MC 99798 (Sub-No. 14), filed May 9, 1969. Applicant: DODDS TRUCK LINE, INC., 623 Lincoln, West Plains, Mo. 65775. Applicant's representative: Frank W. Taylor, Jr., 1221 Baltimore Avenue, Kansas City, Mo. 64105. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading), (1) Between East St. Louis, Ill., and Mountain Home, Ark., serving the intermediate and off-route points of St. Louis and West Plains, Mo., Gassville, Salem, Cotter, Henderson, and Midway Industrial Park, Ark., located 5 miles northwest of Mountain Home, Ark., as follows: (a) From East St. Louis over Interstate Highway 44 to junction U.S. Highway 63, thence over U.S. Highway 63 to junction Arkansas Highway 9, thence over Arkansas Highway 9 to junction U.S. Highway 62, thence over U.S. Highway 62 to Mountain Home, Ark., and return over the same route; (b) from East St. Louis over Interstate Highway 44 to junction U.S. Highway 63, thence over U.S. Highway 63 to junction U.S. Highway 160, thence over U.S. Highway 160 to junction Arkansas-Missouri State Highway 5, thence over Arkansas-Missouri State Highway 5 to Mountain Home, Ark., and return over the same route; (c) from East St. Louis over Interstate Highway 44 to junction U.S. Highway 63, thence over U.S. Highway 63 to junction U.S. Highway 60, thence over U.S. Highway 60 to junction Arkansas-Missouri State Highway 5, thence over Arkansas-Missouri State Highway 5 to Mountain Home, Ark., and return over the same route; (d) from East St. Louis over Interstate Highway 44 to junction U.S. Highway 63, thence over U.S. Highway 63 to junction U.S. Highway 62, thence over U.S. Highway 62 to Mountain Home and return over the same route; (2) Between East St. Louis, Ill., and Batesville, Ark., from East St. Louis, Ill., over Interstate Highway 44 to Rolla, Mo., thence over U.S. Highway 63 to Hardy, Ark., thence over U.S.

Highway 167 to Batesville, Ark., and return over the same route, serving the intermediate point of West Plains, Mo. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo., or Jefferson City, Mo.

No. MC 103435 (Sub-No. 209), filed May 21, 1969. Applicant: UNITED-BUCKINGHAM FREIGHT LINES, INC., 5773 South Prince Street, Post Office Box 192, Littleton, Colo. 80120. Applicant's representative: George R. LaBissoniere, 1424 Washington Building, Seattle, Wash. 98101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), serving the plantsites and warehouse facilities of Eastman Kodak Co. at or near Windsor, Colo., as off-route points in connection with carrier's regular route operations in Colorado. If a hearing is deemed necessary, applicant requests it be held at Detroit, Mich., Washington, D.C., or Chicago, Ill.

No. MC 103490 (Sub-No. 64) (Amendment), filed April 1, 1969, published in the FEDERAL REGISTER issue of April 17, 1969, amended and republished this issue. Applicant: PROVAN TRANSPORT CORP., 210 Mill Street, Newburgh, N.Y. 12550. Applicant's representative: Morton E. Kiel, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Dry ammonium nitrate*, in bulk, from Reynolds, Pa., to points in New York. **NOTE:** The purpose of this republication is to broaden the scope of the destination territory. Applicant holds contract carrier authority under MC 125709, therefore, dual operations may be involved. Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y., or Washington, D.C.

No. MC 103493 (Sub-No. 10), filed May 16, 1969. Applicant: ROBINSON TRANSFER COMPANY, INC., 1809 St. James Street, La Crosse, Wis. 54601. Applicant's representative: Nancy J. Johnson, 111 South Fairchild Street, Madison, Wis. 53703. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Such merchandise as is dealt in by wholesale, retail, and chain grocery and food business houses, and, in connection therewith, materials, equipment, and supplies used in the conduct of such business, and empty containers on return*, from Rochester, Minn., to La Crosse and Eau Claire, Wis., under a continuing contract or contracts with Dolly Madison Dairies, Division of Marigold Foods, Inc. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Madison, Wis., or Minneapolis, Minn.

No. MC 103993 (Sub-No. 403), filed May 13, 1969. Applicant: MORGAN

DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representatives: Paul D. Borghesani, and Ralph H. Miller (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Camp coaches and truck campers*, from points in Hot Spring County, Ark., to points in the United States (except Hawaii). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark.

No. MC 103993 (Sub-No. 404), filed May 13, 1969. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representative: Paul D. Borghesani (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Trailers* designed to be drawn by passenger automobiles, from Perry County, Ark., to points in the United States (excluding Alaska and Hawaii). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark.

No. MC 103993 (Sub-No. 406), filed May 21, 1969. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representatives: Paul D. Borghesani, and Ralph H. Miller (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Trailers* designed to be drawn by passenger automobiles; and (2) *Buildings* in sections mounted on their own or removable wheeled undercarriages in initial movement, from points in Clark County, Wis., to points in the United States (except Alaska and Hawaii). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking if warranted. If a hearing is deemed necessary, applicant requests it be held at Milwaukee, Wis.

No. MC 103993 (Sub-No. 408), filed May 21, 1969. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representative: Paul D. Borghesani and Ralph H. Miller (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Buildings*, in sections, mounted on wheeled undercarriages, from points in Columbia County, N.Y., to points in Pennsylvania, Connecticut, Massachusetts, Rhode Island, New Jersey, and New York. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Albany, N.Y.

No. MC 103993 (Sub-No. 409), filed May 21, 1969. Applicant: MORGAN

DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representative: Paul D. Borghesani and Ralph H. Miller (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber, roofing, and building materials*, from points in Washington, to points in Los Angeles and Orange Counties, Calif. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Seattle, Wash.

No. MC 103993 (Sub-No. 410), filed May 21, 1969. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representatives: Paul D. Borghesani (same address as above), and Ralph H. Miller (same address as above). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Trailers*, designed to be drawn by passenger automobiles, from points in Sebastian County, Ark., to points in the United States (except Alaska and Hawaii); and (2) *Buildings* in sections mounted on wheeled undercarriages, from points in Sebastian County, Ark., to points in the United States (except Alaska, Hawaii, Alabama, Arizona, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Ohio, Oklahoma, Tennessee, Texas, West Virginia, and Wisconsin). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark.

No. MC 103993 (Sub-No. 411), filed May 21, 1969. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representative: Paul D. Borghesani (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Truck campers, camp coaches*, from points in St. Clair County, Mich., Jackson County, Fla., and Luzerne County, Pa., to points in the United States, including Alaska (but excluding Hawaii). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 103993 (Sub-No. 412), filed May 21, 1969. Applicant: MORGAN DRIVE-AWAY, INC., 2800 West Lexington Avenue, Elkhart, Ind. 46514. Applicant's representative: Paul D. Borghesani (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Trailers* designed to be drawn by passenger automobiles, in initial movements, from points in Guernsey County, Ohio, to points in the United States (except

Alaska and Hawaii), and (2) *modular buildings* on wheeled undercarriages, from points in Guernsey County, Ohio, to points in Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, and South Carolina. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Columbus, Ohio.

No. MC 106775 (Sub-No. 23), filed May 19, 1969. Applicant: ATLAS TRUCK LINE, INC., Post Office Box 9848, Houston, Tex. 77015. Applicant's representative: James W. Hightower, Wynnewood Professional Building, Dallas, Tex. 75224. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cement asbestos products, conduits or pipe and fittings and accessories* necessary to the installation thereof, and *plastic pipe, fittings and accessories* necessary to the installation thereof, in straight or mixed shipments, from Van Buren, Ark., to points in Alabama, Colorado, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Montana, Nebraska, New Mexico, North Dakota, Missouri, Oklahoma, South Dakota, Tennessee, Texas, Utah, and Wyoming. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Dallas, Tex.

No. MC 107002 (Sub-No. 372), filed May 9, 1969. Applicant: MILLER TRANSPORTERS, INC., Post Office Box 1123, U.S. Highway 80 West, Jackson, Miss. 39205. Applicant's representatives: John J. Borth (same address as above) and H. D. Miller, Jr., Post Office Box 22567, Jackson, Miss. 39205. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Animal and vegetable fats and oils, and blends and products thereof*, in bulk, in tank vehicles, from points in Arkansas to Memphis, Tenn., and points in Mississippi. Note: Applicant states that it could tack with its present authority to perform through service to points in Alabama, Florida, Georgia, Louisiana, and Tennessee. If a hearing is deemed necessary, applicant requests it be held at Memphis, Tenn.

No. MC 107295 (Sub-No. 198), filed May 16, 1969. Applicant: PRE-FAB TRANSIT CO., a corporation, 100 South Main Street, Farmer City, Ill. 61842. Applicant's representative: Dale L. Cox, Post Office Box 146, Farmer City, Ill. 61842. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Tub wall units, and shower wall units, and accessories* when moving therewith, from Toledo, Ohio, to points in Pennsylvania, New York, and West Virginia. Note: Applicant states it will tack with MC 107295 where feasible. If a hearing is deemed necessary, applicant requests it be held at Toledo, Ohio.

No. MC 107695 (Sub-No. 10), filed May 19, 1969. Applicant: B. A. FISHER, doing business as HI-BALL CONTRACTORS, Post Office Box 1117, Billings, Mont. 59103. Applicant's representative: Jerome Anderson, Post Office Box 1215, Billings, Mont. 59103. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Machinery, equipment, materials, and supplies*, used in or in connection with the discovery, development, production, refining, manufacture, processing, storage, transmission and distribution of natural gas and petroleum and their products, and byproducts, and commodities which because of their size or weight require special equipment, and related materials and supplies, between points in Montana, on the one hand, and, on the other, points in Alaska. NOTE: Applicant states it would tack at any point in Montana with its operating authority covering points in Wyoming, Colorado, Idaho, North Dakota, South Dakota, Washington, and Oregon. If a hearing is deemed necessary, applicant requests it be held at Denver, Colo., Casper, Wyo., or Billings, Mont.

No. MC 107799 (Sub-No. 9), filed May 22, 1969. Applicant: J. O. RINGGENBERG, INC., Post Office Box 1236, Dodge City, Kans. 67801. Applicant's representative: Clyde N. Christey, 641 Harrison Street, Topeka, Kans. 66603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat products and meat byproducts, and articles distributed by meat packinghouses*, as described in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, from the plantsite of National Beef Packing Co., near Liberal, Kans., to points in Montana, Wyoming, North Dakota, and South Dakota, restricted to traffic originating at the plantsite and warehouse facilities of National Beef Packing Co., at or near Liberal, Kans., to the aforementioned destination States. NOTE: If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo.

No. MC 108676 (Sub-No. 30), filed May 12, 1969. Applicant: A. J. METLER HAULING AND RIGGING, INC., 117 Chicamauga Avenue NE., Knoxville, Tenn. 37917. Applicant's representative: Louis J. Amato, Post Office Box E, Bowling Green, Ky. 42101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Exhaust pots or mufflers; exhaust and tailpipe, with or without fittings*, from the plantsite and storage facilities of the Maremont Corp. at or near Loudon, Tenn., to points in Arkansas, Iowa, Louisiana, Minnesota, Missouri, and all States east thereof; and (2) *Material, equipment, and supplies* used in the manufacture of exhaust pots or mufflers; and exhaust and tailpipe and fittings, from points in the destination States in (1) above, to the plantsite and storage facilities of the Maremont Corp. at or near Loudon, Tenn. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction

against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Nashville, Tenn., or Chicago, Ill.

No. MC 109397 (Sub-No. 169), filed May 20, 1969. Applicant: TRI-STATE MOTOR TRANSIT CO., a corporation, Post Office Box 113, Interstate Business, Route I-44, Joplin, Mo. 64801. Applicant's representative: Max G. Morgan, 600 Leininger Building, Oklahoma City, Okla. 73112. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Explosives, nitro-carbo-nitrate, blasting materials and supplies*, from Biwabik, Minn., to points in Alabama, Arizona, Arkansas, California, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Missouri, Nebraska, Nevada, New Mexico, Ohio, Oklahoma, Oregon, Tennessee, Texas, Utah, Washington, and Wisconsin. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Applicant holds contract authority under MC 128814, therefore dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Kansas City, Mo.

No. MC 109689 (Sub-No. 205), filed May 16, 1969. Applicant: W. S. HATCH CO., a corporation, 643 South 800 West, Woods Cross, Utah 84087. Applicant's representative: Mark K. Boyle, 345 South State Street, Salt Lake City, Utah 84110. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Sodium borate (Borax)*, from Boron, Westend, and Trona, Calif., to Alchem, Wyo.; (2) *sodium borate (Borax)*, in packages when shipped in combination with sodium bicarbonate and/or sodium carbonate products, from points in Sweetwater County, Wyo., to points in Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, and Washington; and (3) *Perlite* (other than crude), in bulk, from Antonito, Colo., to points in Sweetwater County, Wyo. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Salt Lake City, Utah.

No. MC 110098 (Sub-No. 98), filed May 20, 1969. Applicant: ZERO REFRIGERATED LINES, a corporation, 1400 Ackerman Road, Box 20380, San Antonio, Tex. 78220. Applicant's representative: Donald L. Stern, 630 City National Bank Building, Omaha, Nebr. 68102. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts, and articles distributed by meat packinghouses*, as defined in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, except commodities in bulk, in tank vehicles, and except hides, from points in the Omaha, Nebr.-Council Bluffs, Iowa, commercial zone to points in Arizona, Cali-

fornia, New Mexico, Nevada, and Texas. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 110525 (Sub-No. 910), filed May 19, 1969. Applicant: CHEMICAL LEAMAN TANK LINES, INC., 520 East Lancaster Avenue, Downingtown, Pa. 19335. Applicant's representatives: Edwin H. van Deusen (same address as applicant) and Leonard A. Jaskiewicz, Suite 501, 1730 M Street NW., Washington, D.C. 20036. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Steam cylinder oil*, in bulk, from Memphis, Tenn., to Freeport, Tex. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking if warranted. If a hearing is deemed necessary, applicant does not specify a location.

No. MC 111940 (Sub-No. 48), filed May 20, 1969. Applicant: SMITH'S TRUCK LINES, a corporation, Post Office Box 88, Muncy, Pa. 17756. Applicant's representative: John M. Musselman, 400 North Third Street, Harrisburg, Pa. 17108. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Salt, salt products, and materials and supplies* used in the agricultural, water treatment, food processing, wholesale grocery, and institutional supply industries: (1) From Morton, Rittman, and Cleveland, Ohio, to points in Delaware, Maryland, New Jersey, and points in Pennsylvania on and east of U.S. Highways 119 and 219; and (2) from points in Milo Township, Yates County, N.Y., to points in Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Harrisburg, Pa., or Washington, D.C.

No. MC 112304 (Sub-No. 28) (Amendment), filed May 9, 1969, published in FEDERAL REGISTER issue of May 29, 1969, amended May 23, 1969, and republished as amended, this issue. Applicant: ACE DORAN HAULING & RIGGING CO., a corporation, 1601 Blue Rock Street, Cincinnati, Ohio 45223. Applicant's representative: A. Charles Tell, 100 East Broad Street, Columbus, Ohio 43215. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities* (except household goods and commodities in bulk): (a) between military installation or Defense establishments in the United States and (b) between points in (a) above, on the one hand, and, on the other, points in the United States. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Applicant also states no duplicating authority is being sought. The

purpose of this republication is to re-describe commodity description. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 112520 (Sub-No. 202), filed May 19, 1969. Applicant: McKENZIE TANK LINES, INC., Post Office Box 1200, Tallahassee, Fla. 32302. Applicant's representative: W. Guy McKenzie, Jr., Post Office Box 1200, Tallahassee, Fla. 32302. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, from Guntersville, Ala., to points in Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, and *returned shipments of petroleum and petroleum products*, from points in the destination States named above to Guntersville, Ala. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Pensacola, Tallahassee, or Tampa, Fla.

No. MC 113855 (Sub-No. 199), filed May 16, 1969. Applicant: INTERNATIONAL TRANSPORT, INC., South Highway 52, Rochester, Minn. 55901. Applicant's representative: Alan Foss, 502 First National Bank Building, Fargo, N. Dak. 58102. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Special purpose vehicles, special purpose trailers, equipment for construction, maintenance, and dismantling of utility lines (except automobiles, truck and trailers equipped with fifth wheel couplers) and attachments and parts for such commodities*, from Long Beach and Orange, Calif., to points in the United States (except Hawaii). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Los Angeles, Calif.

No. MC 113861 (Sub-No. 48), filed May 23, 1969. Applicant: WOOTEN TRANSPORTS, INC., 153 Gaston Avenue, Memphis, Tenn. 38106. Applicant's representative: Dale Woodall, 900 Memphis Bank Building, Memphis, Tenn. 38103. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Cement*, in bulk, from Nashville, Tenn., to points in Alabama and Kentucky. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Memphis, Tenn.

No. MC 113974 (Sub-No. 33) (Amendment), filed April 17, 1969, published in FEDERAL REGISTER issue of May 15, 1969, amended May 23, 1969, and republished as amended this issue. Applicant: PITTSBURGH & NEW ENGLAND TRUCKING CO., a corporation, 211 Washington Avenue, Dravosburg, Pa. 15034. Applicant's representative: W. H. Schlottman (same address as applicant). Authority sought to operate as a

common carrier, by motor vehicle, over irregular routes, transporting: (1) *Commodities* which require the use of special equipment or special handling by reason of size or weight; and (2) *general commodities (except household goods and commodities in bulk)*: (a) between military installations or Defense Department establishments in the United States (except Hawaii); and (b) between points in (a) above, on the one hand, and, on the other, points in the United States (except Hawaii). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Common control may be involved. Applicant also states no duplicating authority is being sought. The purpose of this republication is to re-describe commodity description in (2) above. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 114004 (Sub-No. 71), filed April 28, 1969. Applicant: CHANDLER TRAILER CONVOY, INC., 8828 New Benton Highway, Little Rock, Ark. 72204. Applicant's representative: W. G. Chandler (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Trailers designed to be drawn by passenger automobiles, and portable buildings*, in sections, mounted on wheeled undercarriages with hitchball arrangement, in truckaway service, from points in Crawford County, Ark., to points in the United States (excluding Alaska and Hawaii). Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking if warranted. If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark.

No. MC 114046 (Sub-No. 8), filed May 15, 1969. Applicant: WILLIAM D. FROST and HERMAN W. SCHOMER, a partnership, doing business as M & M TRUCKING COMPANY, 715 River Avenue, Iron Mountain, Mich. Applicant's representative: Robert W. Hansley, 302 First National Bank Building, Escanaba, Mich. 49829. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Malt beverages*, from Columbus, Ohio, to Calumet, Mich., under contract with Peterlin Distributing Co. Note: If a hearing is deemed necessary, applicant requests it be held at Escanaba or Lansing, Mich.

No. MC 115793 (Sub-No. 7) (Correction), filed April 29, 1969, published in FEDERAL REGISTER issue of May 22, 1969, corrected and republished as corrected this issue. Applicant: CALDWELL FREIGHT LINES, INC., U.S. Highway 321 South, Post Office Box 672, Lenoir, N.C. 28645. Applicant's representative: H. Charles Ephraim, 1411 K Street NW., Washington, D.C. 20024. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Furniture and furniture parts*, from points in Caldwell County, N.C., and the plantsites and

warehouses of Broyhill Furniture Industries, its affiliates and subsidiaries, at or near Taylorsville, Conover, Newton, Marion, and Rutherfordton, N.C., to points in Missouri; (2) *furniture and furniture parts*, from points in Caldwell County, N.C., other than Lenoir, to points in Tennessee; and (3) *furniture parts and equipment, materials and supplies* used in the manufacture of furniture and furniture parts, from points in Missouri and Tennessee, to points in Caldwell County, N.C., and the plants and warehouses of Broyhill Furniture Industries, its subsidiaries and affiliates, at or near Taylorsville, Conover, Newton, Marion, and Rutherfordton, N.C. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. The purpose of this republication is to include in Part 3, the origin states of "Missouri and Tennessee" and to add "to points in" which were inadvertently omitted from previous publication. If a hearing is deemed necessary, applicant requests it be held at Charlotte, N.C.

No. MC 116073 (Sub-No. 98), filed May 21, 1969. Applicant: BARRETT MOBILE HOME TRANSPORT INC., 1825 Main Avenue, Post Office Box 601, Moorhead, Minn. 56560. Applicant's representative: Robert G. Tessar, 917 Munsey Building, Washington, D.C. 20004 and John G. McLaughlin, 624 Pacific Building, Portland, Ore. 97204. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Trailers designed to be drawn by passenger automobile in initial movement, and buildings in sections mounted on wheeled undercarriage and pickup campers*, between points in the United States except Hawaii. Note: Applicant states it does not intend to tack, and apparently is willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant does not specify a location.

No. MC 117686 (Sub-No. 99), filed May 21, 1969. Applicant: HIRSCHBACH MOTOR LINES, INC., 3324 U.S. Highway 75 North, Post Office Box 417, Sioux City, Iowa 51102. Applicant's representative: George L. Hirschbach (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat byproducts, and articles distributed by meat packinghouses*, as defined in sections A and C of appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766 (except commodities in bulk, in tank vehicles and except hides), from points in the Omaha, Nebr., Council Bluffs, Iowa, commercial zone to points in Arkansas and Texas. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 117686 (Sub-No. 100), filed May 19, 1969. Applicant: HIRSCHBACH MOTOR LINES, INC., 3324 U.S. Highway 75 North, Post Office Box 417, Sioux

City, Iowa 51102. Applicant's representative: George L. Hirschbach (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Toilet preparations; chemicals, other than in bulk, in tank vehicles, and kitchen hand tools, in mixed shipments with toilet preparations, and chemicals, from Madison, S. Dak., to Kansas City, Kans., Little Rock, Ark., New Orleans, La., Oklahoma City, Okla., Dallas, Tex., Memphis, Tenn., and San Antonio, Tex.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Sioux Falls, S. Dak., or Omaha, Nebr.

No. MC 118142 (Sub-No. 30), filed May 19, 1969. Applicant: M. BRUENGER & COMPANY, INC., 6330 North Broadway, Wichita, Kans. 67214. Applicant's representative: James F. Miller, 6415 Willow Lane, Shawnee Mission, Kans. 66208. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts, and articles distributed by meat packinghouses, as defined by the Commission, from the plantsite of Pork Packers International, Inc., at Clay Center, Kans., to points in Arizona, New Mexico, California, Texas, Louisiana, Alabama, Mississippi, Georgia, Florida, Kansas, Missouri, Arkansas, Oklahoma, and Tennessee, with stops in transit at Wichita, Kans., to partially load and/or unload.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Wichita, Kans.

No. MC 118142 (Sub-No. 31), filed May 21, 1969. Applicant: M. BRUENGER & CO., INC., 6330 North Broadway, Wichita, Kans. 67214. Applicant's representative: J. F. Miller, 6415 Willow Lane, Shawnee Mission, Kans. 66208. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat byproducts, and articles distributed by meat packinghouses as defined by the Commission, from the plantsite and storage facilities of the National Beef Packing Co. at Liberal, Kans., to points in Texas, Louisiana, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, California, Nevada, and Mississippi, restricted to traffic originating at the plantsite or warehouse facilities of National Beef Packing Co.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Wichita, Kans., or Kansas City, Mo.

No. MC 118263 (Sub-No. 13), filed May 19, 1969. Applicant: COLDWAY CARRIERS, INC., Post Office Box 38, Clarksville, Ind. 47131. Applicant's representative: Paul M. Daniell, Suite 1600 First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular

routes, transporting: *Prepared food-stuffs, (1) from the plantsite of the Pillsbury Co., New Albany, Ind., to Denison, Tex., and (2) from the plantsite of the Pillsbury Co. at Denison, Tex., to points in Arkansas, Mississippi, and Tennessee.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Applicant is authorized to operate as a contract carrier under MC 111069 and subs, therefore, dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Louisville, Ky.

No. MC 119226 (Sub-No. 74), filed May 9, 1969. Applicant: LIQUID TRANSPORT CORP., 3901 Madison Avenue, Indianapolis, Ind. 46227. Applicant's representative: Robert W. Loser, 409 Chamber of Commerce Building, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Vegetable oils, and products thereof, in bulk, from the plantsite of Central Soya Co., Inc., at or near Decatur, Ind., to points in Illinois, Ohio, Pennsylvania, Michigan, Wisconsin, Kentucky, Missouri, New Jersey, New York, Arkansas, Louisiana, Mississippi, Alabama, Georgia, Florida, Tennessee, South Carolina, North Carolina, Virginia, West Virginia, Maryland, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine (except Aroostook County), Minnesota, Iowa, Delaware, Texas, Oklahoma, Kansas, and Nebraska, and (2) vegetable oils, and products thereof, in bulk, from the plantsites of Central Soya Co., Inc., at or near Bellevue, Ohio; Delphos, Ohio; Marion, Ohio; Gibson City, Ill.; Chattanooga, Tenn.; Belmond, Iowa, and Chicago, Ill., to Decatur, Ind.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Applicant states no duplicating authority is being sought. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Indianapolis, Ind.

No. MC 119493 (Sub-No. 48), filed May 19, 1969. Applicant: MONKEM COMPANY, INC., West 20th Street Road, Post Office Box 1196, Joplin, Mo. 64801. Applicant's representative: Ray F. Kempt (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paper and paper products, from the plantsite of U.S. Plywood-Champion Papers, Inc., near Courtland, Ala. to points in Illinois, Iowa, Kansas, and Missouri.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Applicant states no duplicating authority is being sought. If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga., or Washington, D.C.

No. MC 119654 (Sub-No. 11), filed May 23, 1969. Applicant: HI-WAY DISPATCH, INC., 16th Street and Bypass, Marion, Ind. 46952. Applicant's representative: Robert C. Smith, 620 Illinois

Building, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Materials, equipment, and supplies used or useful in the manufacture, distribution, packaging, and sale of glass containers, caps, covers, and tops therefor (except such commodities which because of size or weight require the use of special equipment), between Marion, Ind., and the plantsite of the Foster-Forbes Glass Co., located at or near Burlington, Wis.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Indianapolis, Ind.

No. MC 119654 (Sub-No. 12), filed May 27, 1969. Applicant: HI-WAY DISPATCH, INC., 26th Street and Bypass, Marion, Ind. 46952. Applicant's representative: Robert C. Smith, 620 Illinois Building, Indianapolis, Ind. 46204. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paper and paper products, between Eaton, Ind., on the one hand, and on the other, points in Illinois, Indiana, Kentucky, Michigan, Ohio, and Wisconsin.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Washington, D.C.

No. MC 119774 (Sub-No. 16), filed May 19, 1969. Applicant: MARY ELLEN STIDHAM, N. M. STIDHAM, A. E. MANKINS, (INEZ MANKINS, EXECUTRIX), AND JAMES E. MANKINS, SR., a partnership, doing business as EAGLE TRUCKING COMPANY, Post Office Box 471, Kilgore, Tex. 75662. Applicant's representative: James W. Hightower, 136 Wynnewood Professional Building, Dallas, Tex. 75224. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cement asbestos products, conduits or pipe and fittings and accessories necessary to the installation thereof; and, plastic pipe, fittings, and accessories necessary to the installation thereof, in straight or mixed shipments, from Van Buren, Ark., to points in Alabama, Arizona, Colorado, Delaware, District of Columbia, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, West Virginia, Wisconsin, and Wyoming.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Dallas, Tex.

No. MC 119988 (Sub-No. 24), filed May 21, 1969. Applicant: GREAT WESTERN TRUCKING COMPANY, INC., Post

Office Box 1384, Lufkin, Tex. 75901. Applicant's representative: Paul J. Chitwood, 1000 Fidelity Union Tower, Dallas, Tex. 75201. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Planing mill wood shavings, wood chips, waste wood, and sawdust*, in bulk, from Henderson (Rusk County), Tex., to Malvern (Hot Spring County), Ark., and points in Arkansas. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Henderson or Dallas, Tex.

No. MC 121111 (Sub-No. 3), filed May 2, 1969. Applicant: LOWELL L. RHODES, doing business as RHODES TRUCK SERVICE, 624 East Morris, Wichita, Kans. 67211. Applicant's representative: Paul V. Dugan, 1400 Wichita Plaza Building, Wichita, Kans. 67202. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities* (except those of unusual value, and except dangerous explosives, household goods as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, commodities in bulk, commodities requiring special equipment and those injurious and contaminating to other lading; (1) between Wichita and Clay Center, Kans., serving all inter-other lading; (2) between Wichita and Clay Center, including Wichita and Clay Center, and the off-route points of Canton, Hillsboro, Tampa, Roxbury, Hope, Ramona, and Navarre, Kans.; From Wichita over Kansas Highway 15 to Clay Center and return over the same route; (3) between Hillsboro and Hope, Kans., serving all intermediate points and the off-route points within 3 miles of each and every point, except Herington; serving a radius of 10 miles from Herington; From Hillsboro over U.S. Highway 56 to its junction with U.S. Highway 77, thence north to Herington, thence north on U.S. Highway 77 to its junction with Kansas Highway 4, thence west to Hope, and return over the same route; (4) between Hope and Abilene, Kans., serving all intermediate points; From Hope over Kansas Highway 43 to its junction with unnumbered county road 2 miles north of Enterprise, thence west via county road to Abilene, and return over the same route. Note: The purpose of this application is to convert applicant's registered authority to that of certificated authority. If a hearing is deemed necessary, applicant requests it be held at Marion or Wichita, Kans.

No. MC 123060 (Sub-No. 4) (Correction), filed April 23, 1969, published in the FEDERAL REGISTER issue of May 29, 1969, and republished in part, as corrected, this issue. Applicant: AIR LINE EXPRESS, INC., 1110 Hempstead Turnpike, Uniondale, N.Y. 11553. Applicant's representative: Herbert Burstein, 160 Broadway, New York, N.Y. 10038. Note: The purpose of this partial republication is solely to correct the spelling of Westchester County, N.Y., inadvertently

shown as Winchester County as set forth in the radial territory described in the previous publication. The rest of the application remains as previously published.

No. MC 123407 (Sub-No. 52), filed May 14, 1969. Applicant: SAWYER TRANSPORT, INC., 2424 Minnehaha Avenue, Minneapolis, Minn. Applicant's representative: Michael E. Miller, 502 First National Bank Building, Fargo, N. Dak. 58102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Building, roofing, and insulating materials, and materials and accessories used in the installation thereof*, from Florence, Ky., to points in Minnesota, North Dakota, South Dakota, Nebraska, Wisconsin, Michigan, and Iowa. Note: Applicant states it would tack with its "building materials" authority in its master certificate to serve points in Kansas. Applicant states no duplicating authority is being sought. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 123407 (Sub-No. 53), filed May 19, 1969. Applicant: SAWYER TRANSPORT, INC., 2424 Minnehaha Avenue, Minneapolis, Minn. 55404. Applicant's representative: Alan Foss, 502 First National Bank Building, Fargo, N. Dak. 58102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Iron and steel articles*, from Sterling, Ill., to points in Wisconsin, Upper Michigan, Minnesota, North Dakota, South Dakota, Iowa, Kentucky, Tennessee, Mississippi, Alabama, Louisiana, and Arkansas; and (2) *materials, equipment, and supplies* used in the manufacture and processing of iron and steel articles, from points in Wisconsin, Upper Michigan, Minnesota, North Dakota, South Dakota, Iowa, Kentucky, Tennessee, Mississippi, Alabama, Louisiana, and Arkansas to Sterling, Ill. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 123670 (Sub-No. 9), filed May 19, 1969. Applicant: CROWEL TRUCKING, INC., 4671 North Van Dyke, Almont, Mich. 48003. Applicant's representative: Eugene C. Ewald, Suite 1700, 1 Woodward Avenue, Detroit, Mich. 48226. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Pickled vegetables*, in cans and containers, from Imlay City, Memphis and Bridgeport, Mich., to points in New York, Maryland, Missouri, and Washington, D.C., under contract with Vlasic Food Products Co.; (2) *vegetables*, in cans and containers, from Imlay City, Mich., to points in Ohio, Indiana, Illinois, Missouri, Wisconsin, New York, and Pennsylvania, under contract with Four H Corp.; (3) *tin containers, lids, and caps*, from Chicago, Ill., and its commercial zone, to Imlay City, Bridgeport, and Memphis, Mich., under contract with Vlasic Food Products Co.; and (4) *tin containers, lids, and*

covers, from Toledo, Ohio, and its commercial zone to Imlay City, Bridgeport, and Memphis, Mich., under contract with Vlasic Food Products Co. and Four H Corp. Note: If a hearing is deemed necessary, applicant requests it be held at Detroit or Lansing, Mich., or Washington, D.C.

No. MC 124211 (Sub-No. 129), filed May 19, 1969. Applicant: HILT TRUCK LINE, INC., 1415 South 35th Street, Post Office Box H, Council Bluffs, Iowa 51501. Applicant's representative: Thomas L. Hilt (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products and meat byproducts, and articles distributed by meat packinghouses*, as described in sections A and C of the report in *Description in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, from the plantsite and storage facilities used by National Beef Packing Co. at or near Liberal, Kans., to points in Illinois, Indiana, Iowa, Kansas, Massachusetts, Michigan, Maine, Minnesota, New Hampshire, New Jersey, New York, Nebraska, Kentucky, Ohio, Pennsylvania, Rhode Island, Vermont, Connecticut, and Wisconsin. Restrictions: The authority sought herein shall be restricted as follows: (1) To the transportation of traffic originating at the above-named origins; and (2) to the extent that the authority sought herein duplicates any authority held by carrier shall not be construed as conferring more than one operating right. Note: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo.

No. MC 125126 (Sub-No. 1), filed May 19, 1969. Applicant: CO-TRUX RENTALS, INC., 97 Summit Road, Port Washington, N.Y. 11050. Applicant's representative: Morris Honig, 150 Broadway, New York, N.Y. 10038. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Steel wool, pot scourers, scouring pads, scouring cloths, and soap products, and washing compounds*, including but not limited to sodium hypochlorite solution, dry laundry bleach, soap (other than liquid), soap powder (other than liquid), bluing, ammonia, textile softeners, fabric sizing, liquid starch, acids (dry) water purifiers (dry), between Bristol, Pa., on the one hand, and, on the other, points in Nassau, Suffolk, and Westchester Counties, N.Y., and New York, N.Y., and points in Bergen, Essex, Hudson, Passaic, Union, and Middlesex Counties, N.J., under contract with Purex Corp. Ltd., Bristol Pa. Note: If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa., or New York, N.Y.

No. MC 125479 (Sub-No. 9), filed May 23, 1969. Applicant: JOSEPH A. KORNACKER, doing business as KORNACKER TRUCKING CO., 3050 West 10th Street, Waukegan, Ill. Applicant's representative: Robert H. Levy, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a *contract*

carrier, by motor vehicle, over irregular routes, transporting: *Malt beverages*, from the plantsite and/or warehouse facilities of Huber Brewing Co., at Monroe, Wis., Grain Belt Brewery at Minneapolis, Minn., Oshkosh Brewing Co., at Oshkosh, Wis., and Champagne, Inc., at Trenton, N.J., to the plantsite and warehouse facilities of Johnson Distributing Co., at Waukegan, Ill., under contract with Johnson Distributing Co. NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 125497 (Sub-No. 6), filed May 19, 1969. Applicant: L. WOODS & SON TRANSPORT LTD., 5005 Irwin Avenue, La Salle, Quebec, Canada. Applicant's representative: S. Harrison Kahn, Suite 733, Investment Building, Washington, D.C. 20005. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Construction materials*, from ports of entry on the international boundary line between the United States and Canada, located in Maine, New Hampshire, Vermont, and New York, to points in Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Connecticut, and New York. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Plattsburgh or Albany, N.Y., or Boston, Mass.

No. MC 126320 (Sub-No. 3), filed May 19, 1969. Applicant: HAROLD V. DETTINBURN, doing business as DETTINBURN TRUCKING, Petersburg, W. Va. 26747. Applicant's representative: D. L. Bennett, 129 Edginton Lane, Wheeling, W. Va. 26003. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Silica sand*, in bulk, in tank, hopper, or dump truck equipment; or in bags, on flat bed or dump truck equipment, from points in Monongalia and Preston Counties, W. Va., to points in Pennsylvania, Maryland, Ohio, and West Virginia. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 126859 (Sub-No. 3), filed May 16, 1969. Applicant: MARCEL HURLIMAN AND CONSTANCE HURLIMAN, a partnership, doing business as HURLIMAN TRUCKING, Post Office Box 17204, Portland, Ore. 97217. Applicant's representative: Earle V. White, 2400 Southwest Fourth Avenue, Portland, Ore. 97201. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Automobile and truck parts and accessories*, from Romulus, Mich.; Elkhart, Ind.; Quincy, Ill.; Akron and Whitehouse, Ohio; Dallas, Tex.; Flora, Ill.; and Madison, Ind.; to Grants Pass and Portland, Ore., under contract with Auto Wheel Service, Inc. NOTE: If a hearing is deemed necessary, applicant requests it be held at Portland, Ore.

No. MC 127028 (Sub-No. 3), filed May 19, 1969. Applicant: BREDEHOEFT

PRODUCE COMPANY, INC., Decatur, Ark. 72722. Applicant's representative: Edward T. Lyons, Jr., 420 Denver Club Building, Denver, Colo. 80202. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Canned goods and dog food*, from the plantsites of Allen Canning Co. located at Gentry, Ark., at Siloam Springs, Ark., at a point approximately 10 miles east of Siloam Springs, Ark., at Kansas, Okla., and at Proctor, Okla., to points in Alabama, Florida, Georgia, North Carolina, South Carolina, and Tennessee. NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark., or Oklahoma City, Okla.

No. MC 127487 (Sub-No. 7) (Clarification), filed April 4, 1969, published in the FEDERAL REGISTER of May 15, 1969, and republished, as clarified, this issue. Applicant: HOLT MOTOR EXPRESS, INC., 701 North Broadway, Gloucester City, N.J. Applicant's representative: Alan Kahn, 1920 Two Penn Center Plaza, Philadelphia, Pa. 19102. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, lumber, meats, perishable food products, films, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, dairy products as defined by the Commission, and alcoholic beverages), between New York, N.Y., on the one hand, and, on the other, Philadelphia, Pa.; Audubon, Berlin, Beverly, Bridgeton, Collingswood, Camden, Delair, Gloucester, Gibbstown, Millville, Merchantville, Newport, Paulsboro, Riverton, Salem, Trenton, Vineland, Westmont, Westfield, and Yardville, N.J.; Ocean City, N.J., and points within 10 miles thereof, except Atlantic City, N.J., and points in Cape May Counties, N.J.; and Wilmington and Yorklyn, Del. Restrictions: The above authority is limited to (1) transportation having a prior or subsequent movement by water; (2) transportation performed via "gateway" points within the Philadelphia, Pa., commercial zone, as defined by the Commission; and (3) local service between the points named and may not be joined or tacked with applicant's existing operating rights. NOTE: A motion to dismiss has been filed concurrently with this application. The motion sets forth that the applicant contends that it already possesses the operating authority described in this application. The purpose of this republication is to reflect the reason for the motion to dismiss. If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa., or Washington, D.C.

No. MC 127834 (Sub-No. 33), filed May 19, 1969. Applicant: CHEROKEE HAULING & RIGGING, INC., 540-42 Merritt Avenue, Nashville, Tenn. 37203. Applicant's representative: Robert M. Pearce, Post Office Box E, Bowling

Green, Ky. 42101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Signs, sign poles, sign parts, and accessories therefor*, from Cedar Rapids, Iowa, and Memphis, Tenn., to points in the United States (except Alaska and Hawaii). NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Nashville, Tenn.

No. MC 128355 (Sub-No. 1), filed May 16, 1969. Applicant: HURLIMAN TRUCKING COMPANY, a corporation, Post Office Box 17204, Portland, Ore. Applicant's representative: Earle V. White, 2400 Southwest Fourth Avenue, Portland, Ore. 97201. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: (1) *Baked goods, coffee whiteners, dessert base, dessert toppings, dry coffee rich, and dry whipped topping*, in mechanically refrigerated vehicles, from Buffalo, N.Y., to points in Texas, Missouri, Minnesota, and Nevada; under contract with Rich Products Corp., Buffalo, N.Y.; (2) *Foodstuffs*, frozen, in mechanically refrigerated vehicles, from Buffalo, N.Y., to points in Kansas, Colorado, Utah, New Mexico, Arizona, and California, under contract with Freezer Queen Foods, Inc., Buffalo, N.Y., and (3) *bagels*, in mechanically refrigerated vehicles, from Buffalo, N.Y., to points in and west of the States of Minnesota, Iowa, Missouri, Kansas, Colorado, Texas, and New Mexico, under contract with Abels Bagels, Inc.; Buffalo, N.Y. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Portland, Ore.

No. MC 128541 (Sub-No. 1), filed April 17, 1969. Applicant: WESLEY WAYNE MACOMBER, doing business as W. W. MACOMBER TRUCKING, Route 1A, Gardiner, Maine 04345. Applicant's representative: Edward G. Hough, 844 Stevens Avenue, Portland, Maine 04103. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Waste paper*, from points in Essex, Middlesex, Suffolk, Norfolk, Plymouth, Bristol, Worcester, Franklin, Hampshire, and Hampden Counties, Mass., to Gardiner, Maine, under contract with Yorktowne Paper Mills of Maine. NOTE: If a hearing is deemed necessary, applicant requests it be held at Augusta, Maine.

No. MC 129328 (Sub-No. 1), filed May 19, 1969. Applicant: PAL TEX TRANSPORT CO., a corporation, Post Office Box 296, Palestine, Tex. 75801. Applicant's representative: M. Ward Bailey, 2412 Continental Life Building, Fort Worth, Tex. 76102. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Glassware* (other than cut glassware), *wooden containers*, *wooden pallets*, and *corrugated paper boxes*; (1) between Harahan, La., on the one hand, and, on the other, points in Texas, Mississippi, Oklahoma, Arkansas, Alabama, Tennessee, Georgia, and Florida; and (2) between Mineral Wells, Miss., on the one

hand, and, on the other, points in Louisiana, Texas, Oklahoma, Arkansas, Alabama, Tennessee, Georgia, and Florida, under contract with Underwood Glass Co. NOTE: If a hearing is deemed necessary, applicant requests it be held at New Orleans, La., or Dallas, Tex.

No. MC 133554, filed March 12, 1969. Applicant: WADDELL WHITE TRUCK SALES, INC., 3101 11th Street, Rockford, Ill. 61110. Applicant's representative: Robert M. Kaske, 2017 Wisteria Road, Rockford, Ill. 61107. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Disabled and wrecked vehicles, replacements, and parts, between Rockford, Ill., and points in Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, and Wisconsin.* NOTE: If a hearing is deemed necessary, applicant requests it be held at Madison, Wis.

No. MC 133585 (Sub-No. 2), filed May 21, 1969. Applicant: PAT CLARK, doing business as CLARK TRUCKING COMPANY, Post Office Box 394, Dumas, Ark. 71639. Applicant's representative: John R. Clayton, Post Office Box 55, Dumas, Ark. 71639. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Fertilizer, liquid, sacked and bulked, for farm use, from Yazoo City, and Greenville, Miss., and Memphis, Tenn., to points in Desha, Drew, and Lincoln Counties, Ark.* NOTE: If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark.

No. MC 133629 (Sub-No. 1), filed May 20, 1969. Applicant: TERRIFIC TRUCKING SERVICE, INC., Hook and Calcon Hook Roads, Sharon Hill, Pa. 19070. Applicant's representatives: William J. Lippman and Arthur D. Bernstein, 1824 R Street NW., Washington, D.C. 20009. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities (except classes A and B explosives, commodities in bulk, and those requiring special equipment), between Philadelphia International Airport and Northeast Philadelphia Airport, both located in Philadelphia, Pa., on the one hand, and, on the other, points in Bucks, Chester, Delaware, and Montgomery Counties and Philadelphia, Pa.; Burlington, Camden, Gloucester, and Salem Counties and Trenton, N.J., and New Castle County, Del.; and (2) between Philadelphia International Airport and Northeast Philadelphia Airport.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. Application is accompanied with a motion to dismiss. If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa., or Washington, D.C.

No. MC 133699, filed May 5, 1969. Applicant: BARCRAFT HOMES OF ARK., INC., 10 Sturgis Road, Post Office Box 729, Conway, Ark. 72032. Applicant's representative: Dean Goodman (same address as above). Authority sought to operate as a contract carrier, by motor

vehicle, over irregular routes, transporting: *Mobile homes, between points in Faulkner County, Ark., and points in Arkansas, Texas, Missouri, Tennessee, Oklahoma, Louisiana, Mississippi, Kentucky, Illinois, and Kansas, under contract with K-Line, Inc., Conway, Ark.* NOTE: If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark., or Conway, Ark.

No. MC 133705 (Sub-No. 1), filed May 12, 1969. Applicant: FLETCHER'S FOOD SERVICE, INC., 1403 West Fifth Street, Pratt, Kans. Applicant's representative: Clyde N. Christey, 641 Harrison, Topeka, Kans. 66603. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat products, and meat by-products, and articles distributed by meat packinghouses, as described in sections A and C of appendix I to the report in Descriptions in Motor Carrier Certificates, 61 M.C.C. 209 and 766 (except hides, dry acids and chemicals, in bulk, and liquid commodities, in bulk, in tank vehicles), from Pratt, Kans., 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, under contract with Armour & Co. NOTE: If a hearing is deemed necessary, applicant requests it be held at Wichita, Kans., or Chicago, Ill.*

No. MC 133715, filed May 6, 1969. Applicant: AZAR STORAGE, INC., 1799 Margaret Avenue, Annapolis, Md. 21401. Applicant's representative: M. Bruce Morgan, 201 Azar Building, Glen Burnie, Md. 21061. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Household goods, as defined by the Commission, between Baltimore, Md., on the one hand, and, on the other, points in Maryland, restricted to shipments having a prior or subsequent movement beyond said points in containers, and further restricted to pickup and delivery service incidental to and in connection with packing, crating, and containerization or unpacking, uncrating, and decontainerization of such shipments.* NOTE: If a hearing is deemed necessary, applicant requests it be held at Baltimore, Md., or Washington, D.C.

No. MC 133750, filed May 19, 1969. Applicant: HARVEY WULFF, doing business as HARVEY WULFF TRUCKING, R.F.D. No. 1, Salem, S. Dak. 57058. Applicant's representative: J. Max Harding, Post Office Box 2028, Lincoln, Nebr. 68501. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Prefabricated concrete products, from the plantsite and warehouse or storage facilities of F & W Concrete Products Co., Salem, S. Dak., to points in Iowa, Minnesota, Nebraska, and North Dakota, limited to service under a continuing contract with F & W Concrete Products*

Co. of Salem, S. Dak. NOTE: Applicant now holds common carrier authority under its MC 118589, therefore, dual operations may be involved. If a hearing is deemed necessary, applicant requests it be held at Sioux Falls, S. Dak., or Sioux City, Iowa.

No. MC 133752, filed May 16, 1969. Applicant: KEMP'S GARAGE, INC., 1301 Huntsville Road, Birmingham, Ala. 35234. Applicant's representative: Maurice F. Bishop, 327 Frank Nelson Building, Birmingham, Ala. 35203. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Disabled, damaged, wrecked, repossessed, and stolen motor vehicles and trailers, and parts and equipment for such motor vehicles and trailers;* (2) *replacement vehicles, including trailers;* and (3) *mobile homes and house trailers that have been wrecked and disabled and cannot be drawn by passenger automobiles, between points in Alabama, on the one hand, and, on the other, points in Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Louisiana, Tennessee, Texas, Kentucky, Ohio, Indiana, West Virginia, Illinois, Arkansas, Missouri, Oklahoma, Pennsylvania, and Kansas.* NOTE: Applicant states it does not intend to tack, and is apparently willing to accept a restriction against tacking, if warranted. If a hearing is deemed necessary, applicant requests it be held at Birmingham, Ala.

No. MC 133758, filed May 16, 1969. Applicant: PRINCE BROS., INC., 503 Fulton Street, Antigo, Wis. 54409. Applicant's representative: Edward Solle, Executive Building, Suite 100, 4513 Vernon Boulevard, Madison, Wis. 53705. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Malt beverages, and related advertising materials, premiums, and malt beverage dispensing equipment when shipped with malt beverages, from St. Paul, Minn., to Antigo, Wis., limited to a transportation service to be performed under a continuing contract, or contracts, with Antigo Beverage Co., Inc., Antigo, Wis.* NOTE: If a hearing is deemed necessary, applicant requests it be held at Madison, Wis.

No. MC 133760, filed May 14, 1969. Applicant: LANE TRANSFER CO., INC., Brandy Station, Va. 22714. Applicant's representatives: L. C. Major, Jr., and W. F. King, Suite 301, Tavern Square, 421 King Street, Alexandria, Va. 22314. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Supplies and materials used in the manufacture of steel wire rope and steel wire rope, having an immediately prior or subsequent movement by water, between the plantsite of The Rochester Corp., located at Culpeper, Va., on the one hand, and, on the other, the ports of Baltimore, Md., Norfolk, Hampton, and Portsmouth, Va., under a continuing contract with The Rochester Corp. of Culpeper, Va.* NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Richmond, Va.

MOTOR CARRIERS OF PASSENGERS

No. MC 115116 (Sub-No. 19) (Correction), filed May 8, 1969, published *FEDERAL REGISTER* issue of May 22, 1969, corrected and republished as corrected, this issue. Applicant: SUBURBAN TRANSIT CORP., 750 Somerset Street, New Brunswick, N.J. 08901. Applicant's representative: Michael J. Marzano, 17 Academy Street, Newark, N.J. 07102. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in the same vehicle with passengers, in special operations, in round-trip sightseeing and pleasure tours, beginning and ending at points in Middlesex, Somerset, and Mercer Counties, N.J., and extending to points in the United States, including Alaska (but excluding Hawaii). NOTE: The purpose of this republication is to delete the note regarding the holding of contract carrier authority by applicant, and to place the publication in with the passenger applications in lieu of with the property applications where it was previously published. If a hearing is deemed necessary, applicant requests it be held at Newark or East Brunswick, N.J.

No. MC 128553 (Sub-No. 3), filed May 22, 1969. Applicant: TRANSPORTES FRONTERIZOS DEL NORTE, S.A., Avenida Morelos 432, Despacho 506, Monterrey, Nuevo León, Mexico. Applicant's representative: J. C. Guerra, Post Office Box 186, 2000 Grant Street, Roma, Tex. 78584. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *Passengers and their baggage, and express and newspapers*, between the port of entry on the international boundary line between the United States and Mexico at or near Roma, Tex., and thence over U.S. Highway 83 to Rio Grande City, Tex., and return over the same routes serving no intermediate points. NOTE: If a hearing is deemed necessary, applicant requests it be held at San Antonio or Rio Grande City, Tex.

APPLICATION OF WATER CARRIER

No. W-360 (Sub-No. 9), W. R. CHAMBERLIN & CO. Conversion Application, filed May 28, 1969. Applicant: W. R. CHAMBERLIN & CO., a corporation, 2300 Southwest First Avenue, Portland, Oreg. 97201. Applicant's representative: Edward M. Shea, The Farragut Building, 900 17th Street NW., Washington, D.C. 20006. Application of W. R. Chamberlin & Co., filed May 28, is here seeking conversion of its authority under permit W-360 to operate as a contract carrier by self-propelled vessels, to authority to operate as a common carrier by self-propelled vessels and by tugs and barges. The limitations and descriptions contained in permit W-360 in respect of transportation of *lumber and forest products* between points and ports on the Pacific Coast, Puget Sound, the Columbia River, San Francisco Bay, and tributary waters are to remain unchanged.

APPLICATIONS OF FREIGHT FORWARDERS

No. FF-373 TRAFFIC ENTERPRISES COMPANY Freight Forwarder Application, filed May 22, 1969. Applicant: TRAFFIC ENTERPRISES COMPANY, a corporation, 40629 Firwood Avenue, Plymouth, Mich. 48170. Authority sought under section 410, part IV of the Interstate Commerce Act for a permit authorizing applicant to institute operation as a freight forwarder in interstate or foreign commerce, through use of the facilities of common carriers by railroad, express, water, air, and motor vehicle in the transportation of *general commodities* (except bulk materials, explosives, household goods, livestock, articles of extraordinary value, and commodities requiring protective service), between points in the Detroit, Mich., area. NOTE: Applicant believes the proposed service is not subject to part IV of the Interstate Commerce Act by reason of the provisions of section 402(c) because the services to shippers are confined to the terminal area of Detroit, Mich. For this reason, applicant requests dismissal of this application.

No. FF-374, AUTO RAIL FORWARDING CO., Freight Forwarder Application, filed May 26, 1969. Applicant: AUTO RAIL FORWARDING CO., a division of NORTH SHORE & CENTRAL ILLINOIS FREIGHT CO., a corporation, 6150 South East Avenue, Hodgkins, Ill. 60527. Applicant's representative: Edward P. Byrnes, Jr. (same address as applicant). Authority sought under section 410, Part IV of the Interstate Commerce Act for a permit authorizing applicant to institute operation as a freight forwarder, in interstate or foreign commerce, through use of the facilities of common carriers by railroad and/or motor vehicle in the transportation of *motor vehicles* (Automobiles) between points in Florida and Illinois.

No. FF-375, SECURITY OVERSEAS PACKING & CRATING CO., Freight Forwarder Application, filed May 29, 1969. Applicant: SECURITY OVERSEAS PACKING & CRATING CO., INC., 100 West Airline Highway, Kenner, La. 70062. Applicant's representative: Herbert Burstein, 160 Broadway, New York, N.Y. 10038. Authority sought under section 410, Part IV of the Interstate Commerce Act for a permit authorizing applicant to institute operation as a freight forwarder in interstate or foreign commerce, in the transportation of (a) *household goods*, (b) *unaccompanied baggage*, and (c) *used automobiles*, between points in the United States, including Alaska and Hawaii.

APPLICATION FOR BROKERAGE LICENSE

No. MC 12065 (Sub-No. 1), filed May 5, 1969. Applicant: EMERY DEVITO, doing business as DOUGHBOY'S VAN CO., 4373 Broadway, New York, N.Y. For a license (BMC-4) to engage in operations as a broker at New York, N.Y., in arranging for the transportation in interstate or foreign commerce of *household*

goods between New York, N.Y., and points in the United States and the District of Columbia.

By the Commission.

[SEAL]

H. NEIL GARSON,
Secretary.

[F.R. Doc. 69-6857; Filed, June 11, 1969; 8:45 a.m.]

FOURTH SECTION APPLICATIONS FOR RELIEF

JUNE 9, 1969.

Protests to the granting of an application must be prepared in accordance with Rule 1100.40 of the general rules of practice (49 CFR 1100.40) and filed within 15 days from the date of publication of this notice in the *FEDERAL REGISTER*.

LONG-AND-SHORT HAUL

FSA No. 41652—*Soda ash to Mobile, Ala.* Filed by Traffic Executive Association-Eastern Railroads, agent (E.R. No. 2948), for interested rail carriers. Rates on soda ash, other than modified soda ash, in bulk or in bulk in bags, in carloads, as described in the application, from specified points in Michigan, New York, and Ohio, to Mobile, Ala.

Grounds for relief—Market competition.

Tariffs—Supplements 99 and 239 to Traffic Executive Association-Eastern Railroads, agent, tariffs ICC C-438 and C-334, respectively.

FSA No. 41653—*Soda ash to Hillsboro, Ill.* Filed by Southwestern Freight Bureau, agent (No. B-40), for interested rail carriers. Rates on soda ash, other than modified soda ash, in bulk in covered hopper cars, in carloads, as described in the application, from Lake Charles and West Lake Charles, La., also Corpus Christi, Freeport and Houston, Tex., to Hillsboro, Ill.

Grounds for relief—Market competition.

Tariffs—Supplements 157 and 224 to Southwestern Freight Bureau, agent, tariffs ICC 4668 and 4564, respectively.

FSA No. 41654—*Chlorine from Evans City, Ala.* Filed by O. W. South, Jr., agent (No. A6103), for interested rail carriers. Rates on chlorine, in tank carloads, as described in the application, from Evans City, Ala., to Hine, Mo.

Grounds for relief—Rate relationship.

Tariff—Supplement 8 to Southern Freight Association, agent, tariff ICC S-838.

FSA No. 41655—*Chemicals from Louisiana and Texas points to Chicago, Ill.* Filed by Southwestern Freight Bureau, agent (No. B-43), for interested rail carriers. Rates on perchloroethylene, trichloroethane, and trichloroethylene, in tank carloads, from specified points in Louisiana and Texas, to Chicago, Ill., and points taking same rates.

Grounds for relief—Market competition.

Tariffs—Supplements 157 and 224 to Southwestern Freight Bureau, agent, tariffs ICC 4668 and 4564, respectively.

By the Commission.

[SEAL]

H. NEIL GARSON,
Secretary.

[F.R. Doc. 69-6948; Filed, June 11, 1969;
8:49 a.m.]

[Notice 847]

MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

JUNE 9, 1969.

The following are notices of filing of applications for temporary authority under section 210(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 107496 (Sub-No. 734 TA), filed June 5, 1969. Applicant: RUAN TRANSPORT CORPORATION, Third and Keosauqua Way, Des Moines, Iowa 50309. Applicant's representative: H. L. Fabritz (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Propane, in bulk, in tank vehicles, from Junction City, Wis., to points in the Upper Peninsula of Michigan, for 150 days. Supporting shipper: Northern Propane Gas Co., 4820 Excelsior Boulevard, Minneapolis, Minn. 55416. Send protests to: Ellis L. Annett, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 677 Federal Building, Des Moines, Iowa 50309.

No. MC 119827 (Sub-No. 30 TA), filed June 5, 1969. Applicant: F. J. EGNER & SON, INC., 3969 Congress Parkway, West Richfield, Ohio. Applicant's representative: W. P. Fromm (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Anhydrous ammonia, in bulk in tank vehicles, from Wilder, Ky., to points in Illinois, Indiana, Michigan, and Ohio, for 150 days. Supporting shipper: Vistron Corp., Midland Corp., Midland Building,

Cleveland, Ohio. Send protests to: G. J. Baccel, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 181 Federal Office Building, 1240 East Ninth Street, Cleveland, Ohio 44199.

No. MC 125479 (Sub-No. 10 TA), filed June 5, 1969. Applicant: JOSEPH KORNACKER, doing business as KORNACKER TRUCKING CO., 3050 West 10th Street, Waukegan, Ill. Applicant's representative: Robert H. Levy, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: Malt beverages, from the plantsite and/or facilities of Anheuser-Busch, Inc., at St. Louis, Mo., and Columbus, Ohio, to Chicago, Ill., for 150 days. Supporting shipper: Arthur White, president, Marg-Ann, Inc., 8331 South Michigan Avenue, Chicago, Ill. Send protests to: District Supervisor William E. Gallagher, Interstate Commerce Commission, Bureau of Operations, 219 South Dearborn Street, Chicago, Ill. 60604.

No. MC 128866 (Sub-No. 8 TA), filed June 29, 1969. Applicant: B & B TRUCKING, INC., Post Office Box 128, 9 Brade Lane, Cherry Hill, N.J. 08034. Applicant's representative: Daniel L. O'Connor, Federal Bar Building, Washington, D.C. 20006. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: (1) Aluminum foil or sheet, from the plantsite of the Aluminum Co. of America, at or near Alcoa, Tenn., to the plantsites of Penny Plate, Inc., at Cherry Hill, N.J., and Searcy, Ark.; (2) aluminum food containers for the account of Penny Plate, Inc., from Cherry Hill, N.J., to the plantsite of the Parrish Baking Co., Salisbury, N.C.; the plantsite of Morton's Frozen Food Co. at Concord, N.C.; and to the plantsite of Pet, Inc., Chambersburg, Pa.; from Searcy, Ark., to the plantsite of the Parrish Baking Co., Salisbury, N.C., the plantsite of Morton's Frozen Food Co. at Concord, N.C., and to the plantsite of Pet, Inc., Chambersburg, Pa.; (3) scrap aluminum, defective or damaged aluminum foil or sheets, skids, pallets and aluminum cores, from the plantsite of Penny Plate, Inc., at Cherry Hill, N.J., to the plantsite of the Aluminum Co. of America, at or near Alcoa, Tenn.; from the plantsite of Penny Plate, Inc., at Searcy, Ark., to the plantsite of the Aluminum Co. of America, at or near Alcoa, Tenn., for 150 days. Supporting shipper: Penny Plate, Inc., Kresson Road and New Jersey Turnpike, Cherry Hill, N.J. 08034. Send protests to: Raymond T. Jones, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 410 Post Office Building, Trenton, N.J. 08608.

No. MC 133703 (Sub-No. 1 TA), filed June 4, 1969. Applicant: WISCONSIN CHEESE SERVICE, INC., 710 North Plankinton Avenue, Milwaukee, Wis. 53203. Applicant's representative: Henry Zwicky (same address as above). Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: (1) Natural and

processed cheese; cheese products; smoked sausage and smoked meat products, pickles and sauerkraut, from Waukesha, Wis., to points in California, New Mexico, Arizona, Texas, Kansas, Oklahoma, Louisiana, Kentucky, Tennessee, Mississippi, Alabama, Georgia, and Florida; (2) frozen potatoes, in packages, from Burley, Idaho, to Waukesha, Wis.; (3) frozen foods, packaged, from Kansas City, Mo., to Waukesha, Wis.; (4) frozen fruits, vegetables and juices, from Salinas, Modesto, Watsonville, San Martin, and Ventura, Calif., to Waukesha, Wis.; (5) frozen fish, from Dover, Fla., to Waukesha, Wis.; (6) frozen juices, from Dade City and Davenport, Fla., to Waukesha, Wis., for 180 days. Supporting shipper: Milwaukee Cheese Co. of Waukesha, Waukesha, Wis. 53186 (E. M. Berres, president). Send protests to: District Supervisor, Lyle D. Helfer, Interstate Commerce Commission, Bureau of Operations, 135 West Wells Street, Room 807, Milwaukee, Wis. 53203.

No. MC 133779 TA, filed June 5, 1969. Applicant: FUNDIS COMPANY, a corporation, Broadway at Cornell Street, Lovelock, Nev. 89419. Applicant's representative: Pete Fundis (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Earth, infusorial or diatomaceous (diatomite); also earth, diatomaceous, physically combined with, not to exceed 10 percent alkyl naphthalene sodium sulfonate; also wood pulp, sulphite, from Colado Junction (6 miles east of Lovelock, Nev.), and from Clark (22 miles east of Reno, Nev.), Nevada, to the following named California counties: San Luis Obispo, Kings, Fresno, Tulare, Inyo, Mono, Kern, San Bernardino, Riverside, Imperial, San Diego, and Orange, for 180 days. Supporting shipper: Eagle-Picher Industries, Inc., Post Office Box 1869, Reno, Nev. 89505.

By the Commission.

[SEAL]

H. NEIL GARSON,
Secretary.

[F.R. Doc. 69-6949; Filed, June 11, 1969;
8:49 a.m.]

[Notice 361]

MOTOR CARRIER TRANSFER PROCEEDINGS

JUNE 9, 1969.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 11.32), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by

petitioners must be specified in their petitions with particularity.

No. MC-FC-71043. By order of June 2, 1969, the Motor Carrier Board approved the transfer to Carter's of Cloquet, Inc., doing business as Carter Trucking Division, Cloquet, Minn. 55720, of the certificate in No. MC-115954, issued April 25, 1957 to A. E. Carter, doing business as Carter Trucking Co., Cloquet, Minn. 55720, authorizing the transportation of coal, in bulk, from Superior, Wis., to a described area in Minnesota and from Duluth, Minn., to a described area in Wisconsin.

No. MC-FC-71343. By order of June 5, 1969, the Motor Carrier Board approved

the transfer to Tippecanoe Trucking, Inc., Indianapolis, Ind., of permit No. MC-125230, issued January 12, 1966, to DeVon, Ownes, Lizton, Ind., authorizing the transportation of wood flooring, from Nashville, Tenn., and Cairo, Ill., to Logansport, Monticello, and Wabash, Ind., and points in Indiana on and south of Indiana Highway 18. Lesow & Lesh, 3737 North Meridian Street, Indianapolis, Ind. 46208, attorneys for applicants.

No. MC-FC-71390. By order of June 3, 1969, the Motor Carrier Board approved the transfer to Albuquerque Moving and

Storage Co., Inc., Albuquerque, N. Mex., of the certificate of registration in No. MC-121026 (Sub-No. 1), issued September 22, 1964 to New Mexico Van Lines, Inc., Albuquerque, N. Mex., authorizing the transportation of household goods, office supplies, office fixtures and office furniture between all points in New Mexico. Jack Smith, 715 Simms Building, Albuquerque, N. Mex. 87101, attorney for applicants.

[SEAL]

H. NEIL GARSON,
Secretary.

[P.R. Doc. 69-6950; Filed, June 11, 1969;
8:49 a.m.]

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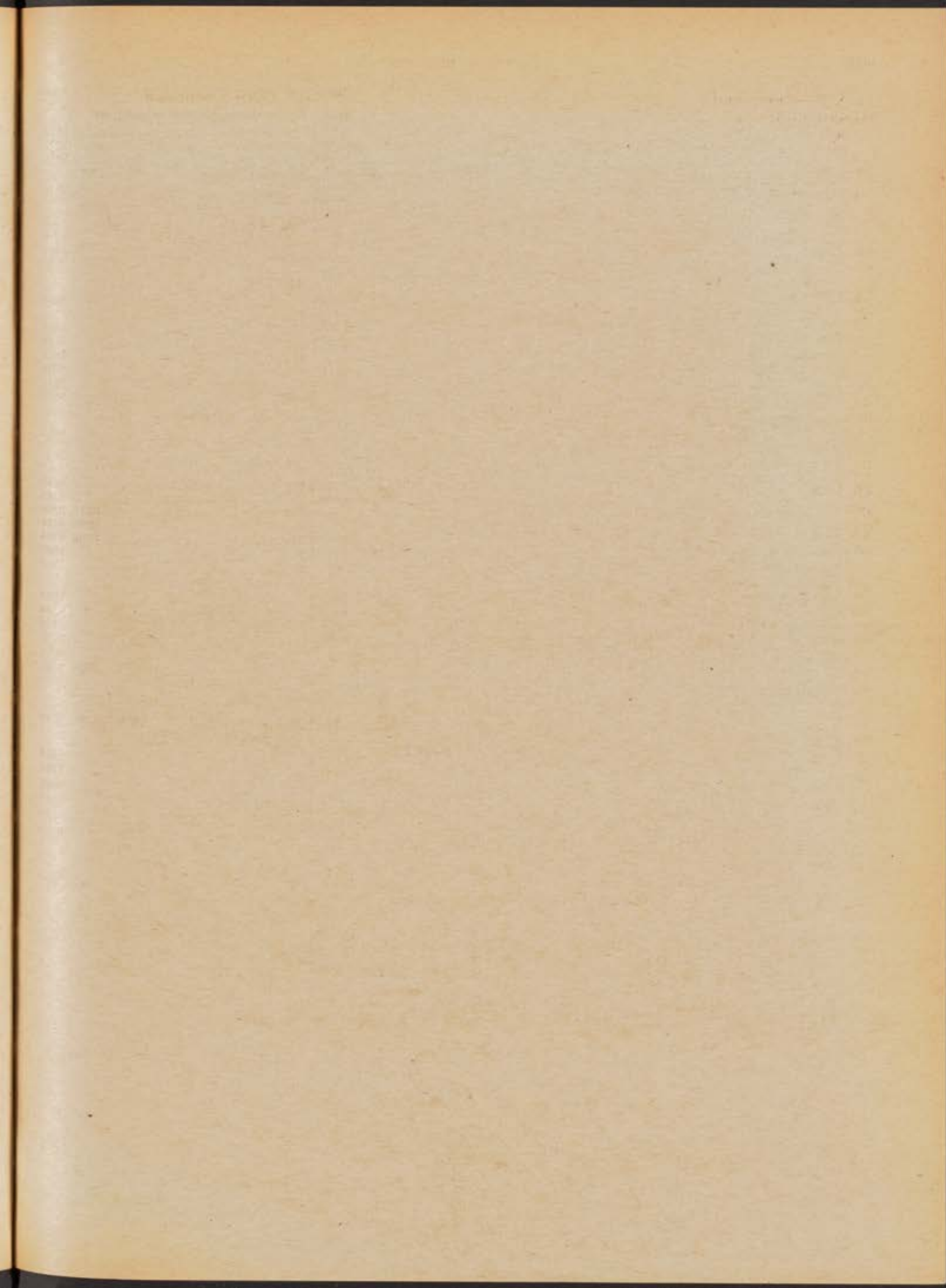
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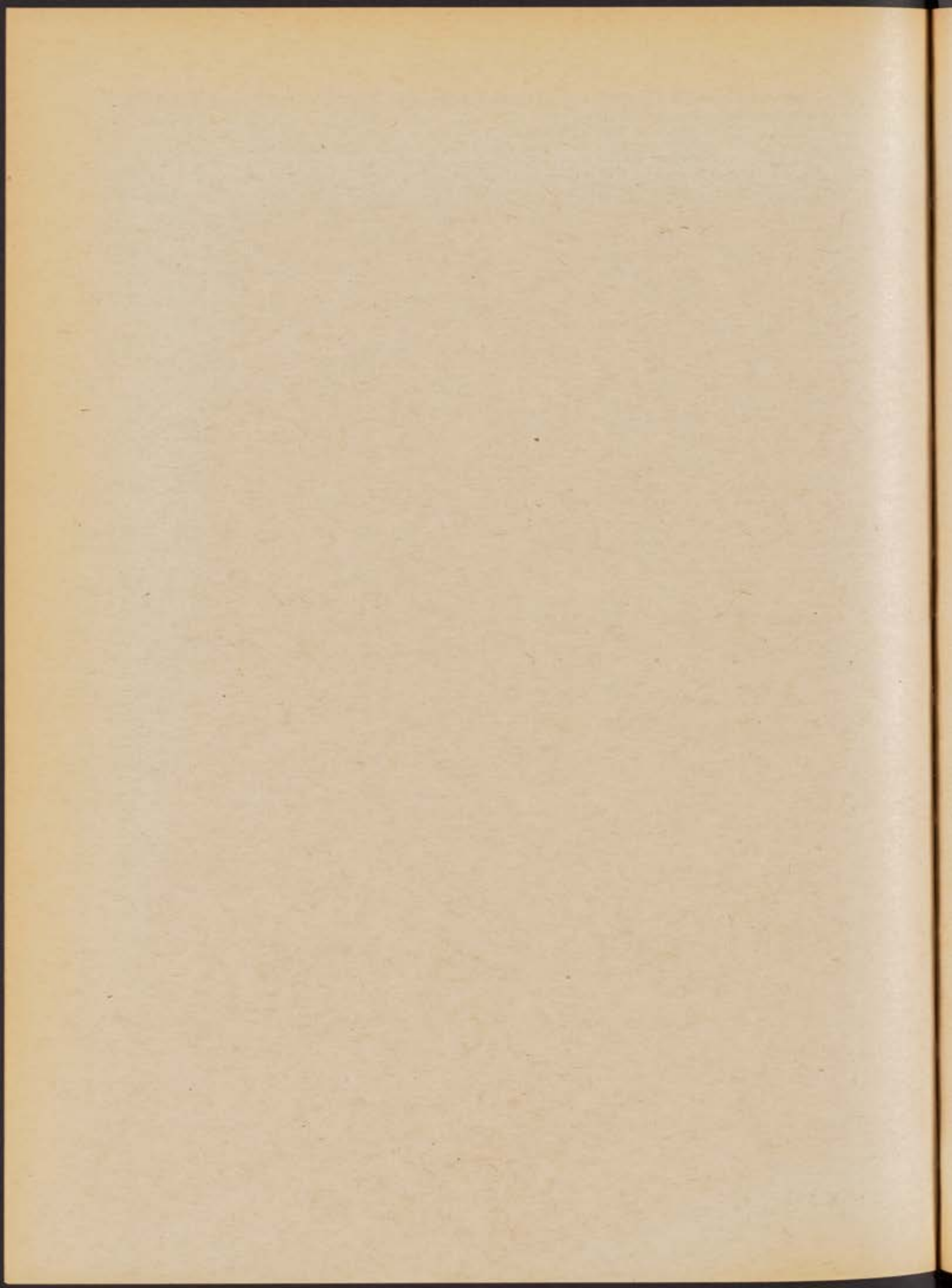
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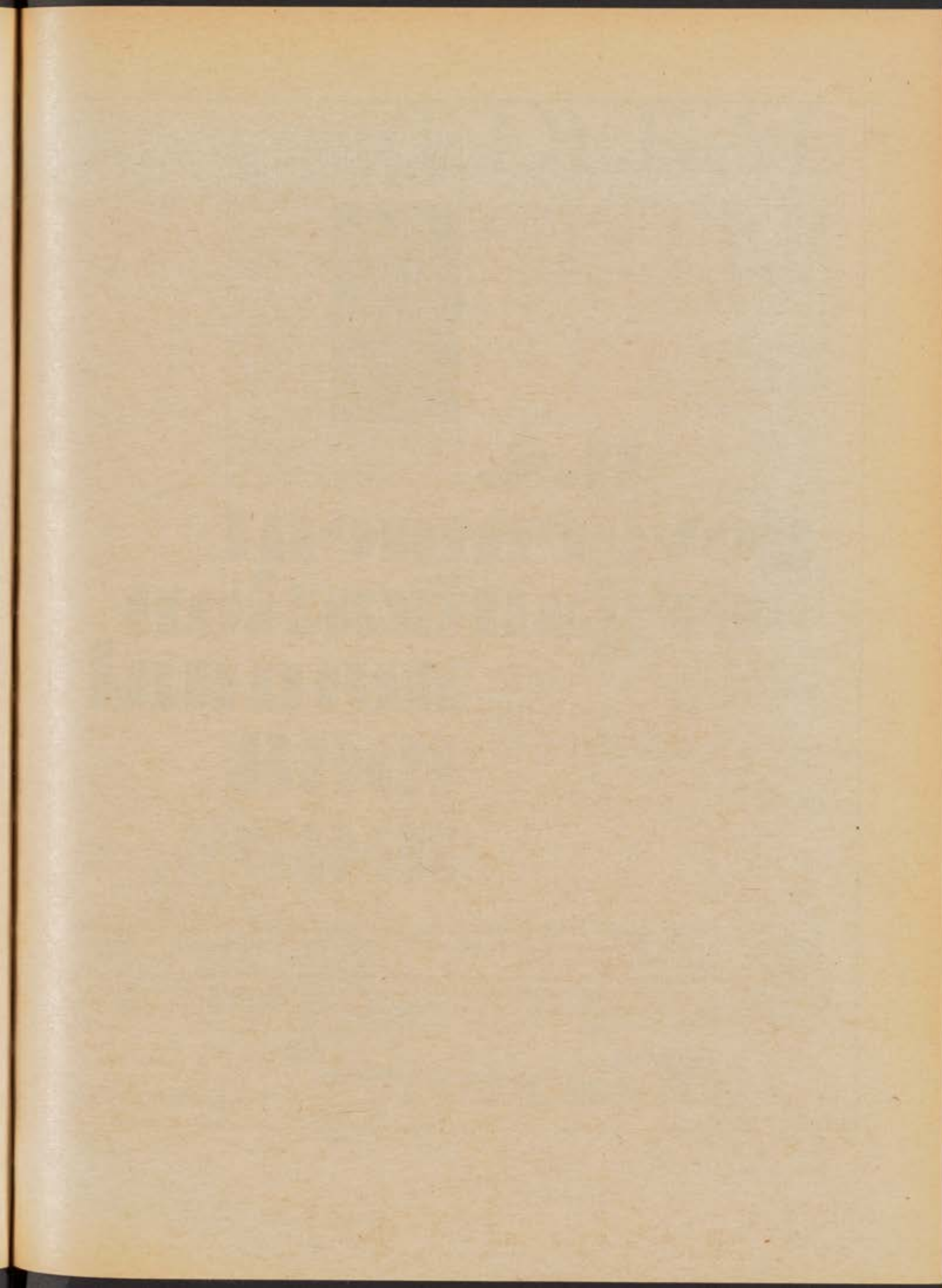
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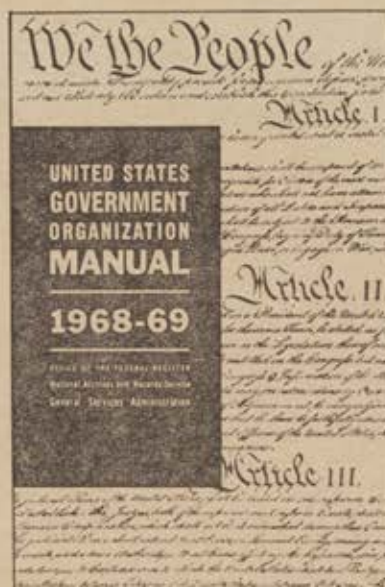
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