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HIGHLIGHTS OF THIS ISSUE

This listing does not affect the legal status of any document published in this issue. Detailed table of contents appears inside.

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REMINDERS

(The items in this list were editorially compiled as an aid to FEDERAL REGISTER users. Inclusion or exclusion from this list has no legal significance. Since this list is intended as a reminder, it does not include effective dates that occur within 14 days of publication.)

Rules Going Into Effect Today

This list includes only rules that were published in the FEDERAL REGISTER after October 1, 1972.

page no. and date

COAST GUARD—Pollution prevention inspection of vessels and deck and engineer officers' licenses (partial effective date)..... 28261; 12–21–72

F&D—Canned apricots, prunes, seedless grapes, cherries, plums, and figs; order amending standards of identity 14252; 5–31–73

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List of CFR Parts Affected

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

A cumulative guide is published separately at the end of each month. The guide lists the parts and sections affected by documents published since January 1, 1973, and specifies how they are affected.

Rules and Regulations

Title 16—Commercial Practices

CHAPTER I—FEDERAL TRADE COMMISSION

[Dockets Nos. C-2415; C-2416]

PART 13—PROHIBITED TRADE PRACTICES

Aluminum Co. of America and Armco Steel Corp.

Subpart—Interlocking directorates unlawfully: § 13.1106 *Interlocking directorates unlawfully.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45; sec. 8, 38 Stat. 732; 49 Stat. 717; 15 U.S.C. 19) [Cease and desist orders, Aluminum Company of America, Armco Steel Corporation, Pittsburgh, Penn., Middleton, Ohio, Docket C-2415, Docket C-2416, June 21, 1973]

In the matter of Aluminum Company of America, a Corporation, and Armco Steel Corporation, a corporation

Consent orders requiring the largest domestic aluminum company located in Pittsburgh, Penn., and the third largest domestic steel company located in Middleton, Ohio, among other things not to permit interlocking directorates unlawfully and requiring their directors to make annual statements as to those corporations having an aggregate worth over $1 million of which they are also directors.

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

I

It is ordered, That respondent Aluminum Company of America ("Alcoa"), a corporation, shall not permit on its board of directors any person who is at the same time a director of Armco Steel Corporation.

II

It is further ordered, That respondent Alcoa shall obtain from each Alcoa director an annual statement showing the name, location, and business of each other corporation, having capital, surplus and undivided profits in excess of $1,000,000 of which such Alcoa director is also a director.

III

It is further ordered, That respondent Alcoa notify the Commission at least 30 days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, or any other change in the corporation which may affect compliance obligations arising out of this Order.

IV

It is further ordered, That respondent Alcoa shall within 30 days after service upon it of this Order file with the Commission a report, in writing, setting forth the manner and form in which it intends to comply with this order.

Issued: June 21, 1973.

By the Commission.

[SEAL] VIRGINIA M. HARDING,
Acting Secretary.

[FR Doc.73-15537 Filed 7-27-73;8:45 am]

[Dockets Nos. C-2417, C-2418]

PART 13—PROHIBITED TRADE PRACTICES

Aluminum Co. of America and Kennecott Copper Corp.

Subpart—Interlocking directorates unlawfully: § 13.1106 *Interlocking directorates unlawfully.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46; Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45; sec. 8, 38 Stat. 732; 49 Stat. 717; 15 U.S.C. 19) [Cease and desist orders, Aluminum Company of America, Kennecott Copper Corporation, Pittsburgh, Penn., New York City, New York, Docket C-2417, Docket C-2418, June 21, 1973]

In the matter of Aluminum Company of America, a Corporation, and Kennecott Copper Corporation, a Corporation.

Consent orders requiring the largest domestic aluminum company located in Pittsburgh, Penn., and the largest domestic copper company located in New York City, among other things to cease permitting interlocking directorates unlawfully and requiring its directors to make annual statements as to those corporations having an aggregate value in excess of $1 million of which they are also directors.

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

I

It is ordered, That respondent Aluminum Company of America ("Alcoa") a corporation, shall not permit on its board of directors any person who is at the same time a director of Kennecott Copper Corporation.

II

It is further ordered, That respondent Alcoa shall obtain from each Alcoa director an annual statement showing the name, location, and business of each other corporation, having capital, surplus and undivided profits in excess of $1,000,000 of which such Alcoa director is also a director.

III

It is further ordered, That respondent Alcoa notify the Commission at least 30 days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, or any other change in the corporation which may affect compliance obligations arising out of this Order.

IV

It is further ordered, That respondent Alcoa shall within 30 days after service upon it of this Order file with the Commission a report, in writing, setting forth the manner and form in which it intends to comply with this Order.

Issued: June 21, 1973.

By the Commission.

[SEAL] VIRGINIA M. HARDING,
Acting Secretary.

[FR Doc.73-15533 Filed 7-27-73;8:45 am]

[Docket No. C-2420]

PART 13—PROHIBITED TRADE PRACTICES

Commercial Credit Co.

Subpart—Misrepresenting oneself and goods—Goods: § 13.1623 *Formal regulatory and statutory requirements;* 13.623–95 Truth in Lending Act; Prices § 13.1823 *Terms and conditions;* 13.1823–20 Truth in Lending Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements;* 13.1852–75 Truth in Lending Act; § 13.1905 *Terms and conditions;* 13.1905–60 Truth in Lending Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, 82 Stat. 146, 147; 15 U.S.C. 45, 1601–1605) [Cease and desist order, Commercial Credit Company, Baltimore, Maryland, Docket C-2420, June 26, 1973 with Statement of the Commission, and dissenting statement of Commissioner Jones.]

In the matter of Commercial Credit Co., a corporation.

Consent order requiring one of the nation's largest independent consumer finance companies located in Baltimore, Maryland, to among other things, cease violating the Truth in Lending Act when selling credit life and credit accident and health insurance.

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

It is ordered, That respondent Commercial Credit Company, its successors and assigns, and its officers, and respondent's agents, representatives and employees, directly or through any corporation, subsidiary, division or other device, in connection with the granting of consumer loans subject to the provisions of Regulation Z (12 CFR 226.8) of the Truth in Lending Act (Public Law 90-321, 15 U.S.C. 1601 et seq.), do forthwith cease and desist from:

1. Failing, when the charges for credit life insurance and/or credit accident and health insurance are not included in the finance charge:

(a) To quote monthly payments, whether on the telephone, in person, or otherwise, which exclude the cost of credit life insurance and/or credit accident and health insurance.

(b) If monthly payments do reflect credit life insurance and/or credit accident and health insurance, such payments may be quoted only if the consumer is clearly told that:

(i) Credit life insurance and/or credit accident and health insurance are optional; and

(ii) The consumer's choice regarding the insurance coverage will not be considered in respondent's approval of the consumer's credit.

(c) Respondent's obligation under this provision shall end concurrently with the customer's execution of the separate, personal insurance authorization form required my #2 below.

2. When the charges for credit life insurance and/or credit accident and health insurance are not included in the finance charge:

(a) Failing to present to the borrower as the first document at the time of closing, a separate, written personal insurance authorization form which sets forth clearly and conspicuously:

(i) The borrower has received credit approval up to a specified amount;

(ii) The borrower's decision with regard to the insurance available through respondent is not considered in granting the credit;

(iii) Insurance is not required to obtain the loan;

(iv) The total premium for credit life insurance and the total premium for credit accident and health insurance;

(v) The monthly payments which would result from the borrower's election to take the loan, set forth in the following order from left to right across the document: (1) without either credit life insurance or credit accident and health insurance, (2) with credit life insurance only, (3) with credit accident and life insurance only, and (4) with both credit life insurance and credit accident and health insurance; and

(vi) A signature and date line for each option set forth in (v) above for the consumer to indicate his election.

(vii) The borrower authorizes respondent on behalf of the borrower to pay the insurance premiums to the insurance company for such personal insurance which has been chosen.

(b) Failing to make the disclosures required by subparagraph (a) above on a separate document which contains no other printed or written material. The disclosures required by subparagraphs (ii) and (iii) above shall not be smaller than 12 point type. A form substantially in conformance with Attachment A herein will be considered as in compliance with the provisions of subparagraphs (a) and (b). Respondent shall maintain the original statement for two years following its execution and provide the customer with a copy thereof.

(c) Failing to leave the Truth in Lending disclosure statement blank as to the cost of credit life insurance and/or credit accident and health insurance and all other information or amounts which are affected by the election or declination of insurance until the borrower has signed the written disclosure required by subparagraph (a) above.

(d) Making any marks or otherwise instructing a consumer where to sign or date the separate personal insurance authorization form required by subparagraph (a) above in advance of the consumer's free and independent choice for such insurance.

(e) Misrepresenting, orally or otherwise, directly or by implication, that credit life and/or credit accident and health insurance are required as a condition of obtaining credit from respondent.

(f) Discouraging, by misrepresentation, oral or otherwise, directly or by implication, the declination of credit life and/or credit accident and health insurance.

3. Failing to tell every customer the purpose(s) of each signature requested by respondent on any document directly related to the consummation of the credit transaction.

4. Failing to compute and disclose accurately the finance charge, as required by §§ 226.4(a)(5) and 226.8(d) of Regulation Z.

5. Failing to compute and disclose accurately the annual percentage rate to the nearest quarter of one percent as required by §§ 226.5(b) and 226.8(b) of Regulation Z.

6. Failing, in any consumer loan transaction or advertisement, to make all disclosures, determined in accordance with §§ 226.4 and 226.5 of Regulation Z, in the manner, form and amount required by §§ 226.6, 226.8, 226.9, and 226.10 of Regulation Z.

It is further ordered, That respondent deliver a copy of this order to cease and desist to all present and future personnel of respondent at its general offices in Baltimore and in each of its subsidiary loan offices who are engaged in the extension of consumer loans, and that respondent secure a signed statement acknowledging receipt of said copy of this order from each such person.

It is further ordered, That respondent notify the Commission within thirty (30) days of any change in the corporate respondent which may affect compliance obligations with regard to the extension of consumer loans arising out of this order, such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation with regard to the extension of consumer loans which may affect compliance obligations arising out of this order.

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

Issued: June 26, 1973.

By the Commission.[1]

[SEAL] VIRGINIA M. HARDING,
Acting Secretary.

[FR Doc.73-15536 Filed 7-27-73;8:45 am]

Title 19—Customs Duties

CHAPTER I—BUREAU OF CUSTOMS, DEPARTMENT OF THE TREASURY

[T.D. 73-203]

PART 12—SPECIAL CLASSES OF MERCHANDISE

PART 132—QUOTAS

On January 17, 1973, notice of proposed rulemaking pertaining to a revision of the Customs Regulations relating to imported merchanise subject to quotas (19 CFR 12.49-12.51), was published in the FEDERAL REGISTER (38 FR 1642).

The only comment received from the public suggested substantive changes which were not within the scope of this revision of the Customs Regulations. Certain editorial corrections have been made in the text.

There is included as part of the revision a parallel reference table showing the relationship of sections in Part 132 to superseded sections in 19 CFR Part 12.

Accordingly, new Part 132, Quotas, and the conforming changes in Part 12 of the Customs Regulations, Chapter I, title 19, Code of Federal Regulations, are hereby adopted as set forth below.

Effective date. These amendments shall become effective on August 29, 1973.

Approved: July 18, 1973.

[SEAL] VERNON D. ACREE,
Commissioner of Customs.

EDWARD L. MORGAN,
Assistant Secretary of the Treasury.

Part 12 is amended by deleting therefrom the subheading "Merchandise Subject to Quota Provision," §§ 12.49, 12.50, 12.51, and footnote 33 to § 12.49.

(R.S. 251, as amended, sec. 624, 46 Stat. 759; 19 U.S.C. 66, 1624)

Chapter I of Title 19, Code of Federal Regulations, is amended by adding a new Part 132 entitled "Quotas" to read as follows:

Sec.
132. Scope.

Subpart A—General Provisions

132.1 Definitions.

[1] The Statement of the Commission, the dissenting statement of Commissioner Jones and Attachment A filed as part of the original document.

Sec.

AUTHORITY: R.S. 251, as amended, sec. 624, 46 Stat. 759, 77A Stat. 14; 5 U.S.C. 66, 1202 (Gen. Headnote 11), and 1624.

§ 132.0 Scope.

This part sets forth rules and procedures applicable to quotas administered by the Bureau of Customs.

Subpart A—General Provisions

§ 132.1 Definitions.

When used in this part, the following terms shall have the meaning indicated:

(a) *Absolute (or quantitative) quotas.* "Absolute (or quantitative) quotas" are those which permit a limited number of units of specified merchandise to be entered or withdrawn for consumption during specified periods. Once the quantity permitted under the quota is filled, no further entries or withdrawals for consumption of merchandise subject to quota are permitted. Some absolute quotas limit the entry or withdrawal of merchandise from particular countries (geographic quotas) while others are global quotas and limit the entry or withdrawal of merchandise not by source but by total quantity.

(b) *Tariff-rate quotas.* "Tariff-rate quotas" permit a specified quantity of merchandise to be entered or withdrawn for consumption at a reduced duty rate during a specified period.

(c) *Official acceptance.* "Official acceptance" is the final acceptance of the entry or withdrawal for consumption after filing the documents in the proper form in accord with §§ 141.68(a), (b), (d), and (e) of this chapter, and depositing estimated duties with the appropriate Customs officer.

(d) *Presentation.* "Presentation" is the submission of the entry or withdrawal for consumption in proper form, with estimated duties attached, to the appropriate Customs officer.

(e) *Quota-class merchandise.* "Quota-class merchandise" is any imported merchandise subject to limitations under an absolute or a tariff-rate quota.

(f) *Quota priority.* "Quota priority" is the precedence granted to one entry or withdrawal for consumption of quota-class merchandise over other entries or withdrawals of merchandise subject to the same quota.

(g) *Quota status.* "Quota status" is the standing which entitles quota-class merchandise to admission under an absolute quota, or to a reduced rate of duty under a tariff-rate quota, or to any other quota benefit.

§ 132.2 Enactment and administration of quotas.

(a) *Enactment.* Tariff-rate quotas and absolute quotas are established by Presidential proclamations, Executive orders, and legislative enactments. These documents are published in the Customs Bulletin.

(b) *Administration.* Quotas vary by the type of commodity involved, the country of exportation, the period or periods the quota is open and the type of quota. Quotas are divided into two categories: Quotas administered directly by the Bureau of Customs, and quotas administered by other agencies which are enforced by the Bureau of Customs, and which may require special procedures or special documentation in accordance with the regulations and directives of the particular agency involved.

(c) *Strict construction employed.* The terms of a Presidential proclamation, Executive order, or legislative enactment establishing a quota, and the regulations implementing the quota, must be strictly complied with.

§ 132.3 Observation of official hours.

Entries and withdrawals for consumption of quota-class merchandise shall be accepted only during official office hours except as otherwise provided for in § 132.12, and §§ 141.62(b) and 142.11 of this chapter.

§ 132.4 Quota quantity entry limits.

At the opening of the quota no importer shall be permitted to present entries or withdrawals for consumption of quota-class merchandise for a quantity in excess of the quantity admissible under the applicable quota.

§ 132.5 Merchandise imported in excess of quota quantities.

(a) *Absolute quota merchandise.* Absolute quota merchandise imported in excess of the quantity admissible under the applicable quota must be disposed of in accordance with paragraph (c) of this section.

(b) *Tariff-rate quota merchandise.* Merchandise imported in excess of the quantity admissible at the reduced quota rate under a tariff-rate quota is permitted entry at the higher duty rate. However, it may be disposed of in accordance with paragraph (c) of this section.

(c) *Disposition of excess merchandise.* Merchandise imported in excess of either an absolute or a tariff-rate quota may be held for the opening of the next quota period by placing it in a foreign-trade zone or by entering it for warehouse, or it may be exported or destroyed under Customs supervision.

§ 132.6 Exception to reduced rates.

Reduced or modified duty rates under tariff-rate quotas established pursuant to section 350 of the Tariff Act of 1930, as amended and extended (19 U.S.C. 1351), are not applicable to products imported directly or indirectly from the countries or areas listed under General Headnote 3(e), Tariff Schedules of the United States, as amended (19 U.S.C. 1202).

Subpart B—Administration of Quotas

§ 132.11 Quota priority and status.

(a) *Factors determining quota priority and status.*—(1) *Absolute (quantitative) quotas.* Quota priority and status on absolute quota merchandise are determined as of the time of presentation of the entry or withdrawal for consumption in the proper form.

(2) *Tariff-rate quotas.* The time of official acceptance of an entry or withdrawal for consumption determines quota priority and status of merchandise subject to tariff-rate quotas, except at the opening of the quota period. At the opening of the quota period, the time of presentation of the entry or withdrawal for consumption in proper form determines quota priority and status.

(b) *Entry in proper form and deposit required.* Entries or withdrawals for consumption, for which the documents are not in proper form or for which duties or taxes have not been attached or deposited in proper form, shall not be regarded as entered for purposes of quota priority and shall not acquire quota status. See §§ 141.4, 141.63, 141.65, 141.68, 141.69, and 141.101 of this chapter.

(c) *Informal entries.* Mail entries or informal entries shall be regarded as presented for purposes of quota priority when all requirements have been met for the preparation of such an entry.

(d) *Premature presentation of entry or withdrawal.* Quota status will not attach to merchandise in a quota period by reason of the presentation of an entry or withdrawal for consumption at any time prior to the opening of that period.

§ 132.12 Procedure on opening of potentially filled quotas.

(a) *Time for presentation of entries.* When it is anticipated that entries or withdrawals for consumption, or both, covering quantities sufficient to fill a quota will be presented at the opening of the quota period, an entry or withdrawal for consumption shall not be accepted before 12 noon eastern standard time in all time zones.

(b) *Simultaneous presentation.* Special arrangements shall be made so that all entries or withdrawals for consumption of quota merchandise may be presented at the exact moment of the opening of the quota in all the time zones in the Customs territory of the United States. All importers who are present to file entries or withdrawals for consumption when the quota opens shall be given equal opportunity to do so. All entries and withdrawals for consumption presented in the proper form shall be considered to have been presented simultaneously, even though some time may be required for checking purposes.

(c) *Proration of quantities.* The quantities on all entries and withdrawals for

consumption submitted simultaneously shall be prorated by the Commissioner of Customs against the quota quantity admissible to determine the percentage to be allocated to each importer under the quota. Merchandise in excess of the quota will be disposed of in accordance with § 132.5.

§ 132.13 Quotas after opening.

(a) *Procedure prior to fulfillment.* In order to secure for each importer the rightful quota priority and status for his quota-class merchandise and to close the quota simultaneously at all ports of entry, the Commissioner of Customs may require that authorization prior to the acceptance of an entry or withdrawal be secured or that entry or withdrawal for consumption be made at over-quota rates of duty or that special release of merchandise procedures be followed and that reports be made to the Bureau of Customs as follows:

(1) *Absolute quotas.* The appropriate Customs officer shall note the exact date, hour, and minute of presentation on each entry or withdrawal and shall report the foregoing facts to the Commissioner of Customs and secure his approval prior to the official acceptance of the entry or withdrawal for consumption.

(2) *Tariff-rate quotas.* The appropriate Customs officer shall note the exact date, hour, and minute of official acceptance on each entry and withdrawal for consumption and report the foregoing facts to the Commissioner of Customs.

(b) *Closing of the quota.* Except as provided by § 132.12, at the closing of a quota all entries or withdrawals for consumption which have acquired quota status due to priority of presentation or of official acceptance shall be entitled to quota benefits. All other entries or withdrawals are without quota status and are not entitled to any quota benefits. All the latter shall be disposed of in accordance with § 132.5.

§ 132.14 Issuance of permits of delivery and special permits for immediate delivery.

(a) *Effect of issuance of permits of delivery and special permits for immediate delivery prior to entry.* A permit of delivery, or a special permit for immediate delivery prior to entry, does not accord quota priority or status, nor is it entitled to any consideration in according any quota benefit.

(b) *Permits of delivery.*—(1) *Absolute quota merchandise.* Permits of delivery on merchandise subject to an absolute quota shall not be issued prior to a determination of quota status.

(2) *Tariff-rate quota merchandise.* Permits of delivery on merchandise subject to a tariff-rate quota shall not be issued prior to a determination of quota status unless estimated duties are deposited at the over-quota rate of duty.

(c) *Entry following special permit for immediate delivery.* If quota-class merchandise is the subject of an application for a special permit for immediate delivery prior to entry, the time of presentation of the entry for consumption shall not precede the time when the importing carrier reaches the limits of the port where entry is to be made. See §§ 141.69 and 142.11 of this chapter on the time allowed for filing the entry at the close of a quota period.

§ 132.15 Withdrawal from warehouse prior to opening of quota.

Merchandise entered for warehouse for which a withdrawal for consumption has been made in the manner prescribed in § 141.68(d) of this chapter prior to the opening of any quota period, may not be accorded any quota benefit which may become effective after the time of acceptance of such withdrawal, even though the permit of delivery for the withdrawn merchandise is not delivered to the Customs warehouse officer until after the effective date of the quota benefit.

Subpart C—Mail Importation of Absolute Quota Merchandise

§ 132.21 Regulations applicable.

In addition to the regulations applicable to all mail importations (see Part 145 of this chapter), the regulations in this subpart shall apply to mail importations of absolute quota merchandise.

§ 132.22 When quota is filled.

Any packages containing merchandise subject to an absolute quota which is filled shall be returned to the postmaster for return to the sender immediately as undeliverable mail. The addressee will be notified on Customs Form 3509 or in any other appropriate manner that entry has been denied because the quota is filled.

§ 132.23 Partial release procedure.

(a) *Notification of quota restrictions.* If because of quota restrictions, a mail importation cannot be released, the district director at the port of destination shall notify the addressee on Customs Form 3509 of the procedure required by paragraph (b) of this section, and shall inform the addressee that upon return of the Acknowledgement of Delivery by Postal Service, the packages admissible under the absolute quota will be forwarded to him and the restricted packages will be returned to the sender as inadmissible. The district director may at his discretion hold packages if it appears that the absolute quota will reopen in less than 30 days.

(b) *Acknowledgement of delivery.* An Acknowledgement of Delivery by Postal Service shall be sent to the addressee. He shall be advised that if he desires to secure release of less than the total number of packages of the merchandise, the Acknowledgement of Delivery by Postal Service must be signed by him and returned to the district director. Such Acknowledgement of Delivery by Postal Service shall be in the following form:

ACKNOWLEDGEMENT OF DELIVERY BY POSTAL SERVICE

In consideration of the fact that certain articles in a mail importation consisting of

---

(state number) packages mailed to me by

(name of sender)

of

(address) on _____ (date of mailing), are subject to quota restrictions under which only a portion of such articles may be admitted to entry at one time, and the Postal Service permits no division of the importation before delivery thereof, and since I am desirous of receiving the packages of such importation which are admissible to entry under the quota administered by the United States Customs, I hereby agree and acknowledge that delivery of the package or packages to the United States Customs shall be regarded as delivery by the Postal Service to me.

(Signature of addressee)

(c) *Agreement to less than full delivery.* If, in any case, the sender of a mail package has indicated his agreement to the delivery of less than the entire importation at one time, an Acknowledgement of Delivery by Postal Service need not be secured from the addressee.

(d) *Deposit required.* If a portion of a mail shipment may be released, the district director may require a deposit of an amount sufficient to defray the expenses of repacking merchandise for shipment by mail to the addressee. The shipment shall be under Government frank without new postage.

§ 132.24 Entry.

Unless a formal entry or entry by appraisement is required, a mail entry on Customs Form 3419 shall be issued and forwarded with the package to the postmaster for delivery to the addressee and collection of any duties in the same manner as for any other mail package subject to Customs treatment.

§ 132.25 Undeliverable shipment.

If within a reasonable time, but not to exceed 30 days, the addressee fails to indicate to the district director an intention to receive delivery of the packages or a portion thereof in accordance with the notice on Customs Form 3509 which was sent to him by the district director, the importation shall be treated in the same manner as other undeliverable mail.

PARALLEL REFERENCE TABLE

(This table shows the relation of sections in revised Part 132 to superseded 19 CFR Part 12.)

Revised section	*Superseded section*
132.0	New.
132.1(a)–(g)	New.
132.2(a)	12.49.
132.2(b)	New.
132.2(c)	New.
132.3	12.50(a) 2d sentence.
132.4	12.50(d) 3d sentence.

Proposed Part 132 section	19 CFR section
132.5(a)-(c)	New.
132.6	12.49.
132.11(a)(1)-(2)	New.
132.11(b)	12.50(a) 1st sentence.
132.11(c)	12.50(b).
132.11(d)	12.50(a)3d sentence.
132.12(a)-(b)	12.50(d).
132.12(c)	New.
132.13(a)(1)-(2)	12.50(e).
132.13(b)	New.
132.14(a)-(b)	New.
132.14(c)	12.50(f).
132.15	12.50(c).
132.21	12.51.
132.22	New.
132.23(a)-(b)	12.51(b).
132.23(c)	12.51(c).
132.23(d)	12.51(d) 1st and 2d sentences.
132.24	12.51(d) 3d sentence.
132.25	12.51(f).

[FR Doc.73-15549 Filed 7-27-73;8:45 am]

Title 21—Food and Drugs

CHAPTER I—FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

SUBCHAPTER A—GENERAL

PART 3—STATEMENTS OF GENERAL POLICY OR INTERPRETATION

SUBCHAPTER B—FOOD AND FOOD PRODUCTS

PART 121—FOOD ADDITIVES

PART 122—UNAVOIDABLE CONTAMINANTS IN FOOD AND FOOD PACKAGING MATERIALS

PART 135—NEW ANIMAL DRUGS

Polychlorinated Biphenyls (PCB's)

Correction

In FR Doc. 73-13549 appearing at page 18096 in the issue of Friday, July 6, 1973, the following changes should be made:

1. In the first column on page 18098:

a. In paragraph d.:

i. The first word "phenql" in the seventh line should read "phenyl".

ii. In the twelfth line, insert the word "possible" after the word "compounds", delete "Each component of", and insert in lieu thereof, "PCB's are".

b. In the fourth line of paragraph a., the figure "55" should read "5".

2. In the last paragraph of the second column on page 18103, "§ 121.254b" in the second line, should read "§§ 121.2546 (b)".

Title 7—Agriculture

CHAPTER III—ANIMAL AND PLANT HEALTH INSPECTION SERVICE, DEPARTMENT OF AGRICULTURE

PART 354—OVERTIME SERVICES RELATING TO IMPORTS AND EXPORTS

Commuted Traveltime Allowances

The purpose of this amendment is to establish commuted traveltime periods as nearly as may be practicable to cover the time necessarily spent in reporting to and returning from the place at which an employee of the Plant Protection and Quarantine Programs performs overtime or holiday duty when such travel is performed solely on account of such overtime or holiday duty. Such establishment depends upon facts within the knowledge of the Animal and Plant Health Inspection Service.

Therefore, pursuant to the authority conferred upon the Deputy Administrator, Plant Protection and Quarantine Programs, by 7 CFR 354.1 of the regulations concerning overtime services relating to imports and exports, the administrative instructions appearing at 7 CFR 354.2, as amended, February 28, 1973 (38 FR 5340) and April 9, 1973 (38 FR 9006), prescribing the commuted traveltime that shall be included in each period of overtime or holiday duty are further amended by adding (in appropriate alphabetical sequence) the information as shown below:

§ 354.2 Administrative instructions prescribing commuted traveltime.

* * * * *

COMMUTED TRAVELTIME ALLOWANCES
(In hours)

Location covered	Served from	Metropolitan area: Within	Metropolitan area: Outside
Delete:			
* * *	* * *	* * *	* * *
Connecticut:			
Bradley Field, Windsor Locks.	Milford		4
New Haven	New York, N.Y.		4
Undesignated ports.	Warwick, R.I.		3
* * *	* * *	* * *	* * *
Add:			
Connecticut:			
Bradley International Airport.	Windsor Locks.	1	
Bridgeport	do		3
New Haven	do		2
Undesignated ports.	Warwick, R.I. or Windsor Locks.		3

(64 Stat. 561; 7 U.S.C. 2260)

Effective date. The foregoing amendment shall become effective on July 30, 1973.

It is to the benefit of the public that this instruction be made effective at the earliest practicable date. Accordingly, pursuant to 5 U.S.C. 553, it is found upon good cause and public procedure on this instruction are impracticable, unnecessary, and contrary to the public interest, and good cause is found for making it effective less than 30 days after publication in the FEDERAL REGISTER.

Done at Washington, D.C., this 25th days of July 1973.

T. G. DARLING,
Acting Deputy Administrator, Plant Protection and Quarantine Programs.

[FR Doc.73-15599 Filed 7-27-73;8:45 am]

CHAPTER IX—AGRICULTURAL MARKETING SERVICE (MARKETING AGREEMENTS AND ORDERS; FRUITS, VEGETABLES, NUTS), DEPARTMENT OF AGRICULTURE

[Valencia Orange Reg. 441, Amdt. 1]

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

Limitation of Handling

This regulation increases the quantity of California-Arizona Valencia oranges that may be shipped to fresh market during the weekly regulation period July 20-26, 1973. The quantity that may be shipped is increased due to improved market conditions for California-Arizona Valencia oranges. The regulation and this amendment are issued pursuant to the Agricultural Marketing Agreement Act of 1937, as amended, and Marketing Order No. 908.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 908, as amended (7 CFR Part 908), 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 recommendation 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) The need for an increase in the quantity of oranges available for handling during the current week results from changes that have taken place in the marketing situation since the issuance of Valencia Orange Regulation 441 (38 FR 19203). The marketing picture now indicates that there is a greater demand for Valencia oranges than existed when the regulation was made effective. Therefore, in order to provide an opportunity for handlers to handle a sufficient volume of Valencia oranges to fill the current demand thereby making a greater quantity of Valencia oranges available to meet such increased demand, the regulation should be amended, as hereinafter set forth.

(3) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this amendment until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) because the time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient, and this amendment relieves restriction on the handling of Valencia oranges grown in Arizona and designated part of California.

(b) *Order, as amended.* The provisions in paragraph (b)(1)(ii) of § 908.741 (Valencia Orange Regulation 441 (38 FR 19203) are hereby amended to read as follows:

§ 908.741 Valencia Orange Regulation 441.

* * * * *

(b) *Order.* (1) * * *

(ii) District 2: 475,000 cartons.

* * * * *

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

Dated: July 25, 1973.

CHARLES R. BRADER,
Acting Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.73–15596 Filed 7–27–73;8:45 am]

[Peach Reg. 9, Amdt. 1]

PART 921—FRESH PEACHES GROWN IN DESIGNATED COUNTIES IN WASHINGTON

Limitation of Shipments

This amendment relaxes the current regulation to permit the shipment of Washington peaches in certain experimental containers if the peaches are at least Washington Fancy grade and measure at least 2¼ inches in diameter. The amendment was unanimously recommended by the Washington Fresh Peach Marketing Committee and all such shipments would be subject to committee control and supervision.

Current regulation provisions specify 2¼ inches as the minimum diameter and Washington Fancy as the minimum grade for Washington peaches handled in fresh shipments in designated containers. The smallest designated container in common usage contains approximately 22 pounds, net weight, of such peaches. Due to an extended period of unseasonably hot weather, the industry now finds that a considerably larger portion of the crop than originally anticipated will be of the smaller sizes usually handled to local markets. Small "experimental" containers that hold from 10 to 12 pounds, net weight, and commonly referred to as the "family pack" are now available to the industry. This amendment would authorize the experimental use of such containers to handle peaches meeting the aforesaid grade and size requirements.

(a) *Findings.* (1) Pursuant to the marketing agreement and Order No. 921 (7 CFR Part 921), regulating the handling of fresh peaches grown in designated counties in Washington, 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 recommendations by the committee and other available information, it is hereby found that the amendment of the current limitation of shipments, as herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure, and postpone the effective date of this amendment until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) in that the time intervening between the date when information upon which this amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the act is insufficient; and this amendment relieves restrictions on the handling of peaches.

(b) *Order.* The provisions of paragraph (a) of § 921.309 (Peach Regulation 9; 37 FR 12553) are hereby amended by revising the preamble preceding subparagraph (1) thereof and by renumbering subparagraph (6) thereof as subparagraph (7) and adding a new subparagraph (6) to read as follows:

§ 921.309 Peach Regulation 9.

(a) *Order.* During the period July 1, 1972, through July 31, 1973, no handler shall handle any lot of peaches unless such peaches meet the following applicable requirements or are handled in accordance with subparagraph (7) of this paragraph:

* * * * *

(6) Notwithstanding the provisions of subparagraphs (1) through (5) hereof, shipments of peaches may be handled in such experimental containers as may be approved by the committee: *Provided,* That (i) such shipments are reported to the committee by the handler thereof at the time of shipment; (ii) peaches shipped in said experimental containers grade at least Washington Fancy; (iii) peaches shipped in said experimental containers measure at least 2¼ inches in diameter; and (iv) said experimental containers, commonly known as "family packs," shall have approximate inside dimensions of 15⅝ by 8⅝ by 5 inches and shall contain not less than 10 pounds nor more than 12 pounds, net weight, of peaches.

(7) Notwithstanding any other provisions of this section, any individual shipment of peaches sold by the producer, or at an established packinghouse, which meets each of the following requirements may be handled without regard to the provisions of this paragraph, of § 921.41 *Assessments,* and of § 921.55 *Inspection and certification* if:

* * * * *

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

Dated July 23, 1973, to become effective July 23, 1973.

FRED DUNN,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.73–15552 Filed 7–27–73;8:45 am]

[Bartlett Pear Reg. 8]

PART 931—FRESH BARTLETT PEARS GROWN IN OREGON AND WASHINGTON

Limitation of Shipments

This regulation specifies the grade, size, pack and container requirements applicable to the handling of Bartlett pears during the period August 1 through September 2, 1973. These requirements are designed to promote orderly marketing and to provide consumers with an ample supply of acceptable quality Bartlett pears. Such requirements would require Bartlett pears in several commonly used containers to grade U.S. No. 1 grade and be 180 size, although U.S. No. 2 grade pears may be handled if at least size 150. Bartlett pears in the western lug shall grade at least U.S. No. 2, and have a minimum size of 2¼ inches. Pears in 14 to 15 pound, net weight, containers shall grade at least U.S. No. 2 and have a minimum size of 2⅛ inches.

This regulation is issued pursuant to the applicable provisions of the marketing agreement and Order No. 931 (7 CFR Part 931) regulating the handling of fresh Bartlett pears grown in Oregon and Washington. This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674). The regulation was recommended by the Fresh Bartlett Pear Marketing Committee established under the said Marketing Agreement and Order. It is hereby found that the regulation, as hereinafter set forth, would tend to effectuate the declared policy of the act.

This action reflects the Department's appraisal of the need for regulation based on current and prospective market conditions. The Washington-Oregon Bartlett pear crop is estimated at 191,000 tons, compared with last season's production of 150,000 tons. Total fresh shipments are expected to total 54,112 tons. The regulation, as hereinafter set forth, is designed to prevent the handling on and after August 1, 1973, of lower quality and smaller size Bartlett pears and provide orderly marketing in the interest of producers and consumers, consistent with the objectives of the act.

The provisions which provide for less stringent size regulations for certain containers recognize the fact that: (1) Pears packed in the "western lug" are sold primarily to markets in the Northwestern States mostly for home canning, and (2) pears packed in "14 to 15 pound containers" are sold primarily in markets in the Midwestern States mostly for home canning. Conversely, the application of more stringent size regulations for pears packed in the "standard western pear box", the "L.A. lug", or their carton equivalents, the half-carton or in "tight-filled" containers, recognizes the fact that pears packed in these containers are primarily sold in supermarkets throughout the country for fresh consumption to be eaten out of hand. The special inspection requirements for minimum quantities, which exempt shipments up to an equivalent of 200 "standard western pear boxes" on any single conveyance from inspection requirements, except for spot check inspection, if certain reporting requirements are met, reflects the fact that such minimum quantity shipments are often shipped on the same conveyance as apples; that on the container basis mandatory inspection of such minimum quantities would be

unduly expensive and in some instances difficult to obtain; and that, the total of such shipments is relatively inconsequential when compared with the total supply handled. The exemption of pears in gift packages from assessment, inspection, and certification, reflects the fact that pears so handled are generally of high quality because they are sold in a market which demands high-quality fruit. The exemption for individual shipments of 500 pounds or less of Bartlett pears sold for home use and not for resale and for pears in gift packages follows the custom and pattern of prior years. The quantity of pears so handled is relatively inconsequential when compared with the total quantity handled, and it would be administratively impracticable to regulate the handling of such shipments due to the nearness to the source of supply.

It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rulemaking procedure and postpone the effective date of this regulation until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 553) in that, as hereinafter set forth, the time intervening between the date when information upon which this regulation is based became available and the time when this regulation must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than August 1, 1973.

(a) *Order.* During the period August 1, 1973 through September 2, 1973, no handler shall handle any lot of Bartlett pears unless such pears meet the following applicable requirements, or are handled in accordance with subparagraphs (4) or (5) of this paragraph:

(1) *Minimum grade and size.* (i) Bartlett Pears, when packed in the standard western pear box, the "L.A. lug", or their carton equivalents, in half-cartons (containers with inside dimensions of 19¼ x 11½ x 5½ inches) or in "tight filled" containers shall be of a size not smaller than 180 size and shall grade at least U.S. No. 1: *Provided,* That such pears may be handled in such containers if they grade at least U.S. No. 2 and are of a size not smaller than 150 size. (ii) Bartlett Pears, when packed in the "western lug", shall grade at least U.S. No. 2, and be not less than 2¼ inches in diameter; and (iii) Bartlett Pears, when packed in containers containing at least 14 pounds but not more than 15 pounds, net weight, shall grade at least U.S. No. 2, and measure not less than 2⅛ inches in diameter.

(2) *Pack or container requirements.* Such pears shall be packed in one of the following types of containers:

(i) "Standard western pear box" or "L.A. lug", or their carton equivalents;

(ii) "Western lug" or containers having a capacity equal to or greater than said lug;

(iii) "Half-carton" containers;

(iv) Containers of at least 14 pounds but not more than 15 pounds, net weight; or

(v) "Tight-filled" containers.

(3) *Special inspection requirements for minimum quantities.* During the aforesaid period any handler may ship on any conveyance up to but not in excess of an amount equivalent to 200 "standard western pear boxes" of pears without regard to the inspection requirements of § 931.55 under the following conditions: (i) Each handler desiring to make shipment of pears pursuant to this subparagraph shall first apply to the committee on forms furnished by the committee for permission to make such shipments. The application form shall provide a certification by the shipper that all shipments made thereunder during the marketing season shall meet the marketing order requirements, that he agrees such shipments shall be subject to spot check inspection, and that he agrees to report such shipments at time of shipment to the committee on forms furnished by the committee, showing the car or truck number and destination; and (ii) on the basis of such individual reports, the committee shall require spot check inspection of such shipments.

(4) *Special purpose shipments.* Notwithstanding any other provision of this section, any shipment of pears in gift packages may be handled without regard to the provisions of this paragraph, and of §§ 931.41 and 941.55.

(5) Notwithstanding any other provision of this section, any individual shipment of pears which meets each of the following requirements may be handled without regard to the provisions of this paragraph, and of §§ 931.41 and 931.55:

(i) The shipment consists of pears sold for home use not for resale;

(ii) The shipment does not, in the aggregate, exceed 500 pounds, net weight, of pears; and

(iii) Each container is stamped or marked with the handler's name and address and with the words "not for resale" in letters at least one-half inch in height.

(b) Terms used in the marketing agreement and order shall, when used herein, have the same meaning as is given to the respective term in said marketing agreement and order; "U.S. No. 1", "U.S. No. 2" and "size" shall have the same meaning as when used in the United States Standards for Summer and Fall Pears (§§ 51.1260–51.1280 of this title); "150 size" and "180 size" shall mean that the pears are of a size which pack, in accordance with the sizing and packing specifications of a standard pack, as specified in said United States Standards, 150 or 180 pears, as the case may be, in a standard western pear box (inside dimensions 18 inches long by 11½ by 8½ inches); and the term "tight-filled" shall mean that the pears in any container shall have been well settled by vibration according to approved and recognized methods.

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

Dated: July 25, 1973.

CHARLES R. BRADER,
Acting Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.73-15553 Filed 7-27-73;8:45 am]

[Area No. 3]

PART 948—IRISH POTATOES GROWN IN COLORADO

Minimum Quality Standards and Inspection Requirements

This regulation, designed to promote orderly marketing of Colorado Area No. 3 potatoes, imposes minimum quality standards and requires inspection of fresh shipments to keep low quality potatoes from being shipped to consumers.

Notice of rulemaking with respect to a proposed handling regulation to be made effective under Marketing Agreement No. 97 and Order No. 948, both as amended (7 CFR Part 948), regulating the handling of Irish potatoes grown in Colorado, Area No. 3, was published in the FEDERAL REGISTER July 16, 1973 (38 FR 18898). This program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.). Interested persons were afforded an opportunity to file written data, views, or arguments pertaining thereto through July 23, 1973. None was filed.

After consideration of all relevant matters presented, including the proposal set forth in the aforesaid notice which was recommended by the Colorado Area No. 3 Potato Committee, established pursuant to said marketing agreement and order, it is hereby found that the handling regulation, as hereinafter set forth, will tend to effectuate the declared policy of the act.

The recommendations of the committee reflect its appraisal of the composition of the 1973 crop of Colorado potatoes and of the marketing prospects for this season. The grade, size, cleanliness and maturity requirements provided herein, which were the same as those in effect (37 FR 13466) through June 30, 1973, are necessary to prevent potatoes of lesser maturities, low quality, or undesirable sizes from being distributed in fresh market channels. They will also provide consumers with good quality potatoes consistent with the overall quality of the crop.

Exceptions are provided to certain of these requirements to recognize special situations in which such requirements would be inappropriate or unreasonable.

Potatoes for prepeeling may be handled without regard to maturity requirements since skinning of such potatoes is of no consequence.

Shipments may be made to certain special purpose outlets without regard to the grade, size, maturity and inspection requirements, provided that safeguards are met to prevent such potatoes from

reaching unauthorized outlets. Certified seed is so exempted because requirements for this outlet differ greatly from those for fresh market. Shipments for use as livestock feed are likewise exempt. Since no purpose would be served by regulating potatoes used for charity purposes, such shipments are exempt. Exemption of potatoes for most processing uses is mandatory under the legislative authority for this part and therefore shipments to processing outlets are unregulated.

It is hereby further found that good cause exists for not postponing the effective date of this section until 30 days after its publication in the FEDERAL REGISTER (5 U.S.C. 553) in that (1) shipments of potatoes grown in the production area will begin on or about the effective date specified herein, (2) to maximize benefits to producers, this regulation should apply to as many shipments as possible during the marketing season, (3) information regarding the provisions of this regulation, which are similar to those which were in effect during the previous marketing season, has been made available to producers and handlers in the production area, and (4) compliance with this regulation will not require any special preparation on the part of persons subject thereto which cannot be completed by such effective date.

§ 948.369 Handling regulation.

During the period August 1, 1973, through June 30, 1974, no person shall handle any lot of potatoes grown in Area No. 3 unless such potatoes meet the requirements of paragraphs (a), (b) and (e) of this section, or unless such potatoes are handled in accordance with paragraphs (c), (d), (f) and (g) of this section.

(a) *Grade and size requirements*—(1) *All varieties.* U.S. No. 1, or better grade, 2 inches minimum diameter; or U.S. No. 2, or better grade up to but not including U.S. No. 1 grade and not less than 1⅞ inches minimum diameter: *Provided,* That Size B may be handled if U.S. No. 1, or better grade: *Further Provided,* That long varieties may, in lieu of such minimum diameters, be 4 ounces minimum weight.

(b) *Maturity (skinning) requirements*—(1) *All varieties.* For U.S. No. 2 grade, not more than "moderately skinned," and for all other grades, not more than "slightly skinned."

(c) *Special purpose shipments.* (1) The grade, size, maturity and inspection requirements of paragraphs (a), (b) and (e) of this section shall not be applicable to shipments of potatoes for:

(i) Livestock feed;

(ii) Charity;

(iii) Canning, freezing, and "other processing" as hereinafter defined; and

(iv) Certified seed potatoes (§ 948.6)

(2) The maturity requirements set forth in paragraph (b) of this section shall not be applicable to shipments of potatoes for prepeeling.

(d) *Safeguards.* Each handler making shipments of potatoes pursuant to paragraph (c) of this section shall,

(1) Prior to shipment, apply for and obtain a Certificate of Privilege from the committee.

(2) Furnish the committee such reports and documents as requested, including certification by the buyer or receiver on the use of such potatoes, and

(3) Bill each shipment directly to the applicable buyer or receiver.

(e) *Inspection.* (1) No handler shall handle any potatoes for which inspection is required unless an appropriate inspection certificate has been issued with respect thereto and the certificate is valid at the time of shipment. For purpose of operation under this part it is hereby determined pursuant to paragraph (d) of § 948.40, that each inspection certificate shall be valid for a period not to exceed 5 days following the date of inspection as shown on the inspection certificate.

(2) No handler may transport or cause the transportation by motor vehicle of any shipment of potatoes for which an inspection certificate is required unless each shipment is accompanied by a copy of the inspection certificate applicable thereto and the copy is made available for examination at any time upon request.

(f) *Minimum quantity.* For purposes of regulation under this part, each person may handle up to but not exceed 1,000 pounds of potatoes without regard to the requirements of paragraphs (a) and (b) of this section, but this exception shall not apply to any shipment of over 1,000 pounds of potatoes.

(g) *Definitions.* The terms "U.S. No. 1," "U.S. No. 2," "Size B," "moderately skinned" and "slightly skinned," shall have the same meaning as when used in the United States Standards for Grades of Potatoes (§§ 51.1540—51.1566 of this this title effective September 1, 1971, as amended) including the tolerances set forth therein. The term "prepeeling" means potatoes which are clean, sound, fresh tubers prepared commercially in a prepeeling plant by washing, removal of the outer skin or peel, trimming, and sorting preparatory to sale in one or more of the styles of peeled potatoes described in § 52.2422 (United States Standards for Grades of Peeled Potatoes, §§ 52.2421—52.2433 of this title). The term "other processing" has the same meaning as the term appearing in the act and includes, but is not restricted to, potatoes for dehydration, chips, shoestrings, starch, and flour. It includes only that preparation of potatoes for market which involves the application of heat or cold to such an extent that the natural form or stability of the commodity undergoes a substantial change. The act of peeling, cooling, slicing, or dicing, or the application of material to prevent oxidation does not constitute "other processing."

(h) *Applicability to imports.* Pursuant to section 8e of the act § 980.1, "Import regulations" (7 CFR 980.1), round white varieties of Irish potatoes, except certified seed potatoes, imported into the United States during the period August 1, 1973, through June 4, 1974, shall meet the minimum grade, size, quality, and maturity requirements specified in paragraphs (a) and (b) of this section.

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

Dated July 24, 1973, to become effective August 1, 1973.

CHARLES R. BRADER,
Acting Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.73-15554 Filed 7-27-73;8:45 am]

PART 989—RAISINS PRODUCED FROM GRAPES GROWN IN CALIFORNIA

Miscellaneous Amendment of Certain Subparts

Notice was published in the June 29, 1973, issue of the FEDERAL REGISTER (38 FR 17240) of a proposal to: Revise § 989.158(a)(6) of the Subpart—Administrative Rules and Regulations (7 CFR 989.101–989.176); revise § 989.159(g)(2)(i) by deleting therefrom the definition of the term "other failing raisins" and by adding a reference to § 989.59(f) which similarly defines that term; revise the reference in § 989.173(d)(2) to that definition; remove the "notes" following §§ 989.60 and 989.97 Exhibit B of Subpart—Order Regulating Handling (7 CFR 989.1–989.97); and set forth the contents of said "notes" with minor changes in two new sections, §§ 989.203 and 989.204, of Subpart—Supplementary Orders Regulating Handling (7 CFR 989.201–989.229).

The proposal was unanimously recommended by the Raisin Administrative Committee (hereinafter referred to as the "Committee") pursuant to the marketing agreement, as amended, and Order No. 989, as amended (7 CFR Part 989), hereinafter referred to collectively as the "order", regulating the handling of raisins produced from grapes grown in California. The order is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674).

Subparagraph (6) of § 989.158(a) provides that the requirements prescribed in subparagraphs (3) and (4) of § 989.158 (a) apply to raisins produced by handlers, and prescribes the time when these requirements apply. Subparagraphs (3) and (4) pertain generally to raisins received by or tendered to handlers. The Committee concluded that the present wording of said subparagraph (6) is confusing and recommended that it be revised for clarity.

Section 989.59(f) of the order defines the term other failing raisins". Section 989.159(g)(2)(i) contains the same definition. The definition in subdivision (i) is unnecessary and should be deleted, but a reference to the definition in § 989.59 (f) should be added to subdivision (i).

Section 989.173(d)(2) of the Subpart—Administrative Rules and Regulations contains a reference to other failing raisins "(as defined in § 989.159(g)(2))". the term "other failing raisins". Section

The citation—§ 989.159(g)(2)—should be changed to § 989.59(f).

On August 20, 1958, an action was published in the FEDERAL REGISTER (23 FR 6374), effective September 1, 1958, modifying minimum grade and condition standards for natural condition Layer Muscat raisins and minimum grade standards for packed Layer Muscat raisins. This action eliminated the moisture content requirements prescribed for such raisins, and the modifications are still in effect. However, the action did not provide for the modifications to be included in any subpart of Part 989, and therefore, for reference, the modifications were included as "notes" following two sections in Subpart—Order Regulating Handling (7 CFR 989.1–989.97). These notes follow §§ 989.60 and 989.97 Exhibit B of that subpart. However, the notes are not provisions of the subpart and could be overlooked by interested persons. For better reference and clarity, the notes should be deleted from that subpart and the modifications of the minimum standards set forth as two new sections—§ 989.203 Changes in minimum grade and condition standards for Layer Muscat raisins., and § 989.204 Changes in minimum grade standards for Layer Muscat raisins.—of Subpart—Supplementary Orders Regulating Handling.

After consideration of all relevant matter presented, including that in the notice, the information and recommendation of the Committee, and other available information, the revisions of Subpart—Administrative Rules and Regulations (7 CFR 989.101–989.176) and Subpart—Supplementary Orders Regulating Handling (7 CFR 989.201–989.229) as hereinafter set forth are approved.

Therefore, said subparts are revised as follows:

1. Subparagraph (6) of § 989.158(a) is revised to read:

§ 989.158 Natural condition raisins.

(a) Incoming inspection. * * *

(6) Raisins produced by a handler shall be subject to the requirements of paragraph (a) (3) and (4) of this section upon delivery to an inspection point. Raisins produced by a handler by dehydration within an inspection point shall be subject to the requirements of paragraph (a) (3) and (4) of this section immediately upon completion of said dehydration.

* * * * *

§ 989.159 [Amended]

2. The first sentence of § 989.159(g)(2)(i) is revised to read:

Except as authorized in this part, no handler shall ship or otherwise dispose of any off-grade raisins, other failing raisins (as defined in § 989.59(f)), or raisin residual material (including defective raisins, stemmer waste, sweepings, and other residue).

3. The second sentence of § 989.159(g)(2)(i) is deleted.

4. The parenthetical phrase "(as defined in § 989.159(g)(2))" in the first sentence of § 989.173(d)(2) is revised to read: "(as defined in § 989.59(f))".

5. A new section, § 989.203, is added reading as follows:

§ 989.203 Changes in minimum grade and condition standards for Layer Muscat raisins.

Pursuant to § 989.58(b), the following changes are hereby issued relative to subparagraph 3 and subdivision d thereof of paragraph B of § 989.97 Exhibit B:

B. *Muscat raisins.*

* * * * *

3. The moisture content shall not exceed 16 percent (except that there shall be no maximum permissible percent prescribed for moisture content of Layer Muscats) as determined by Dried Fruit Moisture Tester Method and the raisins shall be of such quality and condition as can be expected to withstand storage as provided in the marketing agreement and order and that when processed in accordance with good commercial practice will meet "U.S. Grade C" or better grade as defined in the effective United States Standards for Grades of Processed Raisins, and that with respect to Layer Muscat raisins in addition to the above requirements the raisins shall be:

* * * * *

d. Of such quality and condition that, when processed in accordance with good commercial practice, will, except for moisture content, meet "U.S. Grade B" or better grade as defined in the effective United States Standards for Grades of Processed Raisins.

* * * * *

6. A new section, § 989.204, is added reading as follows:

§ 989.204 Changes in minimum grade standards for Layer Muscat raisins.

Pursuant to § 989.59(b), the requirement set forth in § 989.59(a)(2)(iii) shall read as follows: "with respect to Layer Muscat raisins, 'U.S. Grade B' as defined in the said standards except the provision therein relating to moisture content; and".

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

Dated: July 24, 1973, to become effective September 1, 1973.

CHARLES R. BRADER,
Acting Deputy Director,
Fruit and Vegetable Division.

[FR Doc.73–15555 Filed 7–27–73; 8:45 am]

CHAPTER XIV—COMMODITY CREDIT CORPORATION, DEPARTMENT OF AGRICULTURE

SUBCHAPTER B—LOANS, PURCHASES, AND OTHER OPERATIONS

[CCC Grain Price Support Regs., 1973 Crop Wheat Supplement]

PART 1421—GRAINS AND SIMILARLY HANDLED COMMODITIES

Subpart—1973 Crop Wheat Loan and Purchase Program

On May 23, 1972, notice of proposed rulemaking regarding loan and purchase rates for 1973 crop wheat and detailed operating provisions to carry out the 1973 crop wheat loan and purchase program was published in the FEDERAL REGISTER (37 FR 10448). No data, views, or recommendations were filed by interested persons.

Section 1421.489(b)(4) containing discounts for varieties previously classed as undesirable is being eliminated for the 1973 crop year. Initially the discount was provided for those undesirable varieties to bring the loan rate of such wheat more nearly in line with its feed value in relationship to the loan rates for feed grains. Under present conditions, the loan rate for wheat is closely related to feed value in relation to the loan rate for feed grain and therefore, to continue the practice of discounting undesirable varieties would result in supporting such wheat below its feed value.

Subparagraphs 5 and 6 are renumbered 4 and 5 respectively.

The general regulations governing price support for the 1970 and subsequent crops, published at 35 FR 7363 and 7781 and amendments thereto and the 1970 and subsequent crops of wheat loan and purchase program regulations published at 35 FR 8204 and 9106, and any amendments to such regulations are further supplemented for the 1973 crop of wheat. The material previously appearing in these §§ 1421.485 through 1421.489 shall remain in full force and effect as to the crops to which it is applicable.

Sec.
1421.485 Availability.
1421.486 Compliance requirements.
1421.487 Warehouse charges.
1421.488 Maturity of loans.
1421.489 Loan and purchase rates, premiums, and discounts.

AUTHORITY: Sec. 4, 62 Stat. 1070, as amended; 15 U.S.C. 714b. Interpret or apply section 5, 62 Stat. 1072, sections 107, 401, 63 Stat. 1051, as amended; 15 U.S.C. 714c, 7 U.S.C. 1445a, 1421.

§ 1421.485 Availability.

A producer desiring to participate in the program through loans must request a loan on his 1973 crop of eligible wheat on or before April 30, 1974, on wheat stored in Idaho, Minnesota, Montana, North Dakota, Oregon, Washington, and Wyoming, and on or before March 31, 1974, on wheat stored in all other States. To sell eligible wheat to CCC, a producer must execute and deliver to the appropriate county ASCS office a purchase agreement (Form CCC–614), indicating the approximate quantity of 1973 crop wheat he will sell to CCC, on or before May 31, 1974, for wheat stored in the States named in this section and on or before April 30, 1974, for wheat stored in all other States.

§ 1421.486 Compliance requirements.

A producer shall be eligible for a loan or purchase with respect to the wheat being tendered if the producer complies with the 1973 set-aside program appearing in regulations published in Part 728 of this title pertaining to the wheat set-aside programs for crop years 1971–73, and any amendments thereto, on the farm on which such wheat was produced.

§ 1421.487 Warehouse charges.

Subject to the provisions of § 1421.466, the schedule of deductions set forth in this section shall apply to wheat stored

in an approved warehouse operating under the Uniform Grain Storage Agreement.

SCHEDULE OF DEDUCTIONS FOR STORAGE CHARGES BY MATURITY DATES

Maturity date of April 30, 1974	Deduction (cents per bushel)	Maturity date of May 31, 1973
(1)	14	(1)
Prior to May 28, 1973	14	Prior to June 28, 1973
May 28-June 21	13	June 28-July 22
June 22-July 16	12	July 23-Aug 16
July 17-Aug 10	11	Aug 17-Sept 10
Aug 11-Sept 4	10	Sept 11-Oct 5
Sept 5-Sept 29	9	Oct 6-Oct 30
Sept 30-Oct 24	8	Oct 31-Nov 24
Oct 25-Nov 18	7	Nov 25-Dec 19
Nov 19-Dec 13	6	Dec 20, 1973-Jan 13, 1974
Dec 14, 1973-Jan 7, 1974	5	Jan 14-Feb 7
Jan 8-Feb 1	4	Feb 8-Mar 4
Feb 2-Feb 26	3	Mar 5-Mar 29
Feb 27-Mar 23	2	Mar 30-Apr 23
Mar 24-Apr 30, 1974	1	Apr 24-May 31, 1974

[1] Date storage charges start, all dates inclusive.

§ 1421.488 Maturity of loans.

Loans mature on demand but not later than: May 31, 1974, on wheat stored in the States of Idaho, Minnesota, Montana, North Dakota, Oregon, Washington, and Wyoming; April 30, 1974, on wheat stored in all other States.

§ 1421.489 Loan and purchase rates, premiums, and discounts.

(a) *Basic rates (counties).* Basic county loan and purchase rates per bushel for loan and settlement purposes for wheat we establish for wheat grading U.S. No. 1 and are as follows:

BASIC COUNTY LOAN AND PURCHASE RATES FOR GRADE NO. 1 WHEAT

ALABAMA

County	Rate per bushel	County	Rate per bushel
Mobile	$1.43	All other counties	$1.27

ARIZONA

Apache	$1.10	Mohave	$1.21
Cochise	1.24	Navajo	1.12
Coconino	1.14	Pima	1.26
Gila	1.22	Pinal	1.30
Graham	1.23	Santa Cruz	1.25
Greenlee	1.17	Yavapai	1.22
Maricopa	1.32	Yuma	1.37

ARKANSAS

Arkansas	$1.32	Franklin	$1.27
Ashley	1.32	Fulton	1.28
Baxter	1.27	Garland	1.28
Benton	1.25	Grant	1.31
Boone	1.25	Greene	1.32
Bradley	1.32	Hempstead	1.32
Calhoun	1.32	Hot Spring	1.29
Carroll	1.24	Howard	1.29
Chicot	1.32	Independence	1.31
Clark	1.30	Izard	1.28
Clay	1.32	Jackson	1.32
Cleburne	1.30	Jefferson	1.31
Cleveland	1.32	Johnson	1.27
Columbia	1.32	Lafayette	1.32
Conway	1.27	Lawrence	1.31
Craighead	1.32	Lee	1.32
Crawford	1.27	Lincoln	1.32
Crittenden	1.32	Little River	1.30
Cross	1.32	Logan	1.27
Dallas	1.32	Lonoke	1.30
Desha	1.32	Madison	1.26
Drew	1.32	Marion	1.26
Faulkner	1.28	Miller	1.32

ARKANSAS—continued

Mississippi	$1.32	St. Francis	$1.32
Monroe	1.32	Saline	1.28
Montgomery	1.28	Scott	1.27
Nevada	1.32	Searcy	1.27
Newton	1.27	Sebastian	1.27
Ouachita	1.32	Sevier	1.27
Perry	1.27	Sharp	1.30
Phillips	1.32	Stone	1.29
Pike	1.29	Union	1.32
Poinsett	1.32	Van Buren	1.27
Polk	1.27	Washington	1.26
Pope	1.27	White	1.32
Prairie	1.30	Woodruff	1.32
Pulaski	1.30	Yell	1.27
Randolph	1.31		

CALIFORNIA

Alameda	$1.47	Plumas	$1.26
Alpine	1.31	Riverside	1.42
Amador	1.44	Sacramento	1.47
Butte	1.36	San Benito	1.41
Calaveras	1.44	San Bernardino	1.44
Colusa	1.41	San Diego	1.47
Contra Costa	1.44	San Francisco	1.47
El Dorado	1.44	San Joaquin	1.47
Fresno	1.38	San Luis Obispo	1.38
Glenn	1.37	San Mateo	1.44
Humboldt	1.28	Santa Barbara	1.41
Imperial	1.42	Santa Clara	1.44
Inyo	1.38	Santa Cruz	1.41
Kern	1.44	Shasta	1.28
Kings	1.41	Sierra	1.31
Lake	1.35	Siskiyou	1.25
Lassen	1.25	Solano	1.44
Los Angeles	1.47	Sonoma	1.38
Madera	1.40	Stanislaus	1.44
Marin	1.39	Sutter	1.44
Mariposa	1.40	Tehama	1.32
Mendocino	1.32	Tulare	1.41
Merced	1.41	Tuolumne	1.41
Modoc	1.24	Ventura	1.44
Monterey	1.38	Yolo	1.44
Napa	1.41	Yuba	1.41
Orange	1.47		
Placer	1.41		

COLORADO

Adams	$1.12	La Plata	$1.00
Alamosa	1.09	Larimer	1.12
Arapahoe	1.12	Las Animas	1.19
Archuleta	1.04	Lincoln	1.12
Baca	1.19	Mesa	1.00
Bent	1.13	Moffat	1.09
Boulder	1.12	Montrose	1.00
Chaffee	1.04	Morgan	1.12
Cheyenne	1.14	Logan	1.13
Conejos	1.04	Montezuma	1.00
Costilla	1.09	Otero	1.12
Crowley	1.12	Ouray	1.00
Custer	1.09	Phillips	1.15
Delta	1.00	Pitkin	1.00
Denver	1.12	Prowers	1.15
Dolores	1.00	Pueblo	1.12
Douglas	1.12	Rio Blanco	1.06
Eagle	1.03	Rio Grande	1.04
Elbert	1.12	Routt	1.06
El Paso	1.12	Saguache	1.04
Fremont	1.09	San Miguel	1.00
Garfield	1.03	Sedgwick	1.15
Grand	1.09	Summit	1.06
Huerfano	1.14	Teller	1.12
Jackson	1.09	Washington	1.12
Jefferson	1.12	Weld	1.12
Kiowa	1.14	Yuma	1.14
Kit Carson	1.14		

CONNECTICUT

All counties	$1.33

DELAWARE

Kent	$1.38	Sussex	$1.38
New Castle	1.38		

FLORIDA

All counties	$1.29

GEORGIA

All counties	$1.29

IDAHO

Ada	$1.18	Gem	$1.18
Adams	1.18	Gooding	1.19
Bannock	1.18	Idaho	1.22
Bear Lake	1.15	Jefferson	1.15
Benewah	1.24	Jerome	1.20
Bingham	1.16	Kootenai	1.23
Blaine	1.18	Latah	1.24
Boise	1.17	Lemhi	1.15
Bonner	1.18	Lewis	1.22
Bonneville	1.15	Lincoln	1.20
Boundary	1.16	Madison	1.14
Butte	1.16	Minidoka	1.20
Camas	1.18	Nez Perce	1.24
Canyon	1.18	Oneida	1.19
Caribou	1.17	Owyhee	1.18
Cassia	1.20	Payette	1.18
Clark	1.13	Power	1.18
Clearwater	1.22	Shoshone	1.07
Custer	1.16	Teton	1.13
Elmore	1.18	Twin Falls	1.22
Franklin	1.19	Valley	1.17
Fremont	1.13	Washington	1.18

ILLINOIS

Adams	$1.23	Lee	$1.29
Alexander	1.30	Livingston	1.27
Bond	1.27	Logan	1.24
Boone	1.29	McDonough	1.23
Brown	1.23	McHenry	1.29
Bureau	1.28	McLean	1.25
Calhoun	1.27	Macon	1.23
Carroll	1.27	Macoupin	1.28
Cass	1.23	Madison	1.30
Champaign	1.25	Marion	1.27
Christian	1.25	Marshall	1.27
Clark	1.23	Mason	1.23
Clay	1.25	Massac	1.25
Clinton	1.26	Menard	1.23
Coles	1.23	Mercer	1.25
Cook	1.29	Monroe	1.28
Crawford	1.23	Montgomery	1.27
Cumberland	1.23	Morgan	1.25
De Kalb	1.29	Moultrie	1.24
DeWitt	1.23	Ogle	1.28
Douglas	1.23	Peoria	1.25
DuPage	1.29	Perry	1.27
Edgar	1.23	Piatt	1.23
Edwards	1.23	Pike	1.25
Effingham	1.23	Pope	1.23
Fayette	1.26	Pulaski	1.28
Ford	1.27	Putnam	1.27
Franklin	1.26	Randolph	1.28
Fulton	1.25	Richland	1.23
Gallatin	1.23	Rock Island	1.26
Greene	1.27	Saint Clair	1.30
Grundy	1.29	Saline	1.24
Hamilton	1.23	Sangamon	1.25
Hancock	1.23	Schuyler	1.23
Hardin	1.23	Scott	1.25
Henderson	1.24	Shelby	1.25
Henry	1.26	Stark	1.26
Iroquois	1.27	Stephenson	1.28
Jackson	1.28	Tazewell	1.23
Jasper	1.23	Union	1.28
Jefferson	1.26	Vermilion	1.26
Jersey	1.28	Wabash	1.23
Jo Daviess	1.27	Warren	1.25
Johnson	1.25	Washington	1.26
Kane	1.29	Wayne	1.23
Kankakee	1.29	White	1.23
Kendall	1.29	Whiteside	1.28
Knox	1.25	Will	1.29
Lake	1.29	Williamson	1.26
LaSalle	1.29	Winnebago	1.29
Lawrence	1.23	Woodford	1.25

INDIANA

Adams	$1.18	Brown	$1.22
Allen	1.19	Carroll	1.24
Bartholomew	1.22	Cass	1.24
Benton	1.25	Clark	1.25
Blackford	1.19	Clay	1.23
Boone	1.19	Clinton	1.22

INDIANA—continued

County	Rate per bushel	County	Rate per bushel
Crawford	$1.25	Monroe	$1.22
Daviess	1.21	Montgomery	1.22
Dearborn	1.20	Morgan	1.20
Decatur	1.21	Newton	1.29
De Kalb	1.19	Noble	1.21
Delaware	1.18	Ohio	1.20
Dubois	1.23	Orange	1.22
Elkhart	1.24	Owen	1.21
Fayette	1.20	Parke	1.24
Floyd	1.28	Perry	1.25
Fountain	1.24	Pike	1.23
Franklin	1.20	Porter	1.29
Fulton	1.29	Posey	1.23
Gibson	1.23	Pulaski	1.29
Grant	1.19	Putnam	1.22
Greene	1.22	Randolph	1.18
Hamilton	1.19	Ripley	1.21
Hancock	1.20	Rush	1.20
Harrison	1.25	Saint Joseph	1.29
Hendricks	1.20	Scott	1.22
Henry	1.20	Shelby	1.20
Howard	1.21	Spencer	1.25
Huntington	1.19	Starke	1.29
Jackson	1.24	Stuben	1.19
Jasper	1.29	Sullivan	1.23
Jay	1.18	Switzerland	1.21
Jefferson	1.22	Tippecanoe	1.22
Jennings	1.22	Tipton	1.19
Johnson	1.20	Union	1.20
Knox	1.23	Vanderburgh	1.23
Kosciusko	1.23	Vermillion	1.24
Lagrange	1.21	Vigo	1.24
Lake	1.29	Wabash	1.21
La Porte	1.29	Warren	1.24
Lawrence	1.24	Warrick	1.22
Madison	1.19	Washington	1.25
Marion	1.20	Wayne	1.20
Marshall	1.29	Wells	1.18
Martin	1.20	White	1.29
Miami	1.23	Whitley	1.20

IOWA

Adair	$1.29	Hardin	$1.31
Adams	1.31	Harrison	1.29
Allamakee	1.35	Henry	1.25
Appanoose	1.24	Howard	1.36
Audubon	1.28	Humboldt	1.32
Benton	1.31	Ida	1.30
Black Hawk	1.31	Iowa	1.29
Boone	1.29	Jackson	1.27
Bremer	1.32	Jasper	1.30
Buchanan	1.31	Jefferson	1.25
Buena Vista	1.30	Johnson	1.29
Butler	1.32	Jones	1.30
Calhoun	1.30	Keokuk	1.27
Carroll	1.28	Kossuth	1.37
Cass	1.30	Lee	1.24
Cedar	1.29	Linn	1.31
Cerro Gordo	1.34	Louisa	1.27
Cherokee	1.30	Lucas	1.27
Chickasaw	1.33	Lyon	1.32
Clarke	1.29	Madison	1.29
Clay	1.33	Mahaska	1.28
Clayton	1.32	Marion	1.27
Clinton	1.27	Marshall	1.31
Crawford	1.28	Mills	1.31
Dallas	1.29	Mitchell	1.38
Davis	1.24	Monona	1.29
Decatur	1.27	Monroe	1.25
Delaware	1.31	Montgomery	1.31
Des Moines	1.25	Muscatine	1.28
Dickinson	1.36	O'Brien	1.32
Dubuque	1.30	Osceola	1.34
Emmet	1.37	Page	1.30
Fayette	1.33	Palo Alto	1.33
Floyd	1.34	Plymouth	1.31
Franklin	1.32	Pocahontas	1.31
Fremont	1.31	Polk	1.30
Greene	1.28	Pottawattamie	1.31
Grundy	1.31	Poweshiek	1.29
Guthrie	1.28	Ringgold	1.28
Hamilton	1.31	Sac	1.29
Hancock	1.34		

IOWA—continued

County	Rate per bushel	County	Rate per bushel
Scott	$1.26	Warren	$1.28
Shelby	1.29	Washington	1.27
Sioux	1.32	Wayne	1.25
Story	1.30	Webster	1.31
Tama	1.31	Winnebago	1.38
Taylor	1.29	Winneshiek	1.36
Union	1.30	Woodbury	1.31
Van Buren	1.24	Worth	1.38
Wapello	1.26	Wright	1.32

KANSAS

Allen	$1.28	Linn	$1.31
Anderson	1.30	Logan	1.17
Atchison	1.31	Lyon	1.27
Barber	1.24	McPherson	1.23
Barton	1.21	Marion	1.24
Bourbon	1.29	Marshall	1.27
Brown	1.31	Meade	1.22
Butler	1.24	Miami	1.31
Chase	1.25	Mitchell	1.23
Chautauqua	1.26	Montgomery	1.28
Cherokee	1.28	Morris	1.26
Cheyenne	1.16	Morton	1.22
Clark	1.22	Nemaha	1.29
Clay	1.25	Neosho	1.28
Cloud	1.24	Ness	1.20
Coffey	1.28	Norton	1.21
Comanche	1.22	Osage	1.29
Cowley	1.25	Osborne	1.22
Crawford	1.28	Ottawa	1.23
Decatur	1.19	Pawnee	1.21
Dickinson	1.24	Phillips	1.21
Doniphan	1.31	Pottawatomie	1.28
Douglas	1.31	Pratt	1.22
Edwards	1.21	Rawlins	1.17
Elk	1.26	Reno	1.22
Ellis	1.21	Republic	1.24
Ellsworth	1.22	Rice	1.22
Finney	1.18	Riley	1.27
Ford	1.20	Rooks	1.21
Franklin	1.31	Rush	1.21
Geary	1.26	Russell	1.21
Gove	1.19	Saline	1.23
Graham	1.21	Scott	1.17
Grant	1.19	Sedgwick	1.23
Gray	1.20	Seward	1.22
Greeley	1.16	Shawnee	1.30
Greenwood	1.26	Sheridan	1.19
Hamilton	1.17	Sherman	1.16
Harper	1.24	Smith	1.22
Harvey	1.23	Stafford	1.21
Haskell	1.20	Stanton	1.18
Hodgeman	1.20	Stevens	1.22
Jackson	1.30	Sumner	1.25
Jefferson	1.31	Thomas	1.17
Jewell	1.23	Trego	1.21
Johnson	1.31	Wabaunsee	1.28
Kearny	1.17	Wallace	1.16
Kingman	1.23	Washington	1.25
Kiowa	1.21	Wichita	1.16
Labette	1.28	Wilson	1.28
Lane	1.19	Woodson	1.28
Leavenworth	1.31	Wyandotte	1.31
Lincoln	1.22		

KENTUCKY

Adair	$1.25	Caldwell	$1.23
Allen	1.24	Calloway	1.23
Anderson	1.25	Campbell	1.24
Ballard	1.28	Carlisle	1.28
Barren	1.24	Carroll	1.24
Bath	1.25	Carter	1.25
Bell	1.25	Casey	1.25
Boone	1.24	Christian	1.23
Bourbon	1.26	Clark	1.26
Boyd	1.25	Clay	1.25
Boyle	1.26	Clinton	1.25
Bracken	1.24	Crittenden	1.23
Breathitt	1.25	Cumberland	1.25
Breckenridge	1.23	Daviess	1.22
Bullitt	1.25	Edmonson	1.23
Butler	1.23	Elliott	1.25

KENTUCKY—continued

County	Rate per bushel	County	Rate per bushel
Estill	$1.25	Marion	$1.25
Fayette	1.26	Marshall	1.23
Fleming	1.25	Mason	1.24
Franklin	1.25	Meade	1.23
Fulton	1.28	Menifee	1.25
Gallatin	1.24	Mercer	1.26
Garrard	1.26	Metcalfe	1.24
Grant	1.25	Monroe	1.25
Graves	1.25	Montgomery	1.25
Grayson	1.24	Morgan	1.25
Green	1.25	Muhlenberg	1.23
Greenup	1.25	Nelson	1.25
Hancock	1.23	Nicholas	1.25
Hardin	1.24	Ohio	1.23
Harrison	1.25	Oldham	1.25
Hart	1.24	Owen	1.25
Henderson	1.22	Owsley	1.25
Henry	1.25	Pendleton	1.24
Hickman	1.28	Powell	1.25
Hopkins	1.23	Pulaski	1.26
Jackson	1.25	Robertson	1.25
Jefferson	1.28	Rockcastle	1.26
Jessamine	1.26	Rowan	1.25
Johnson	1.25	Russell	1.25
Kenton	1.24	Scott	1.25
Knox	1.25	Shelby	1.25
Larue	1.25	Simpson	1.24
Laurel	1.25	Spencer	1.25
Lawrence	1.25	Taylor	1.25
Lee	1.25	Todd	1.23
Lewis	1.25	Trigg	1.23
Lincoln	1.27	Trimble	1.24
Livingston	1.23	Union	1.23
Logan	1.23	Warren	1.23
Lyon	1.23	Washington	1.26
McCracken	1.25	Wayne	1.25
McCreary	1.25	Webster	1.23
McLean	1.22	Whitley	1.25
Madison	1.26	Wolfe	1.25
Magoffin	1.25	Woodford	1.26

LOUISIANA

Parish	Rate per bushel	Parish	Rate per bushel
East Baton Rouge	$1.43	West Baton Rouge	$1.43
Jefferson	1.43	All other counties	1.32
Orleans	1.43		
Saint Charles	1.43		

MAINE

All counties	$1.29

MARYLAND

County	Rate per bushel	County	Rate per bushel
Allegheny	$1.32	Harford	$1.38
Anne Arundel	1.42	Howard	1.42
Baltimore	1.42	Kent	1.38
Baltimore City	1.46	Montgomery	1.38
Calvert	1.38	Prince Georges	1.38
Caroline	1.38	Queen Annes	1.38
Carroll	1.38	St. Marys	1.36
Cecil	1.37	Somerset	1.37
Charles	1.36	Talbot	1.38
Dorchester	1.38	Washington	1.34
Frederick	1.36	Wicomico	1.38
Garrett	1.30	Worcester	1.38

MASSACHUSETTS

All counties	$1.32

MICHIGAN

Alcona	$1.10	Branch	1.20
Alger	1.25	Calhoun	1.21
Allegan	1.17	Cass	1.21
Alpena	1.09	Charlevoix	1.10
Antrim	1.11	Cheboygan	1.09
Arenac	1.12	Chippewa	1.12
Baraga	1.28	Clare	1.14
Barry	1.18	Clinton	1.15
Bay	1.14	Crawford	1.11
Benzie	1.14	Delta	1.25
Berrien	1.27	Dickinson	1.29

MICHIGAN—continued

County	Rate per bushel	County	Rate per bushel
Eaton	$1.18	Mason	$1.14
Emmet	1.09	Mecosta	1.14
Genesee	1.15	Menominee	1.27
Gladwin	1.13	Midland	1.14
Gogebic	1.34	Missaukee	1.14
Grand Traverse	1.12	Monroe	1.23
Gratiot	1.15	Montcalm	1.14
Hillsdale	1.21	Montmorency	1.10
Houghton	1.28	Muskegon	1.15
Huron	1.15	Newaygo	1.14
Ingham	1.18	Oakland	1.17
Ionia	1.15	Oceana	1.14
Iosco	1.11	Ogemaw	1.12
Iron	1.29	Ontonagon	1.30
Isabella	1.14	Osceola	1.14
Jackson	1.21	Oscoda	1.11
Kalamazoo	1.20	Otsego	1.10
Kalkaska	1.12	Ottawa	1.16
Kent	1.15	Presque Isle	1.08
Keweenaw	1.28	Roscommon	1.13
Lake	1.14	Saginaw	1.16
Lapeer	1.15	Saint Clair	1.18
Leelanau	1.12	Saint Joseph	1.20
Lenawee	1.22	Sanilac	1.15
Livingston	1.17	Schoolcraft	1.22
Luce	1.12	Shiawassee	1.15
Mackinac	1.12	Tuscola	1.15
Macomb	1.19	Van Buren	1.18
Manistee	1.14	Washtenaw	1.20
Marquette	1.27	Wayne	1.20
		Wexford	1.14

MINNESOTA

Aitkin	$1.44	Martin	$1.41
Anoka	1.43	Meeker	1.43
Becker	1.39	Mille Lacs	1.43
Beltrami	1.40	Morrison	1.42
Benton	1.43	Mower	1.41
Big Stone	1.41	Murray	1.39
Blue Earth	1.43	Nicollet	1.43
Brown	1.43	Nobles	1.36
Carlton	1.46	Norman	1.36
Carver	1.43	Olmsted	1.43
Cass	1.41	Otter Tail	1.41
Chippewa	1.43	Pennington	1.36
Chisago	1.43	Pine	1.44
Clay	1.37	Pipestone	1.36
Clearwater	1.39	Polk	1.37
Cottonwood	1.41	Pope	1.43
Crow Wing	1.43	Ramsey	1.43
Dakota	1.43	Red Lake	1.38
Dodge	1.43	Redwood	1.42
Douglas	1.42	Renville	1.43
Faribault	1.41	Rice	1.43
Fillmore	1.40	Rock	1.34
Freeborn	1.41	Roseau	1.33
Goodhue	1.43	Saint Louis	1.46
Grant	1.41	Scott	1.43
Hennepin	1.43	Sherburne	1.43
Houston	1.38	Sibley	1.43
Hubbard	1.40	Stearns	1.43
Isanti	1.43	Steele	1.43
Itasca	1.44	Stevens	1.42
Jackson	1.40	Swift	1.43
Kanabec	1.43	Todd	1.42
Kandiyohi	1.43	Traverse	1.40
Kittson	1.32	Wabasha	1.43
Koochiching	1.40	Wadena	1.41
Lac Qui Parle	1.41	Waseca	1.43
Lake of the Woods	1.36	Washington	1.43
Le Sueur	1.43	Watonwan	1.42
Lincoln	1.38	Wilkin	1.39
Lyon	1.40	Winona	1.41
McLeod	1.43	Wright	1.43
Mahnomen	1.38	Yellow Medicine	1.41
Marshall	1.35		

MISSISSIPPI

Harrison	$1.43	All other counties	$1.27
Jackson	1.43		

MISSOURI

County	Rate per bushel	County	Rate per bushel
Adair	$1.26	Livingston	$1.30
Andrew	1.31	McDonald	1.27
Atchison	1.31	Macon	1.28
Audrain	1.26	Madison	1.28
Barry	1.26	Maries	1.26
Barton	1.29	Marion	1.25
Bates	1.31	Mercer	1.28
Benton	1.29	Miller	1.25
Bollinger	1.30	Mississippi	1.32
Boone	1.27	Moniteau	1.26
Buchanan	1.31	Monroe	1.27
Butler	1.31	Montgomery	1.27
Caldwell	1.31	Morgan	1.27
Callaway	1.25	New Madrid	1.32
Camden	1.26	Newton	1.27
Cape Girardeau	1.30	Nodaway	1.31
Carroll	1.31	Oregon	1.28
Carter	1.28	Osage	1.25
Cass	1.31	Ozark	1.25
Cedar	1.30	Pemiscot	1.32
Chariton	1.30	Perry	1.29
Christian	1.26	Pettis	1.29
Clark	1.24	Phelps	1.25
Clay	1.31	Pike	1.26
Clinton	1.31	Platte	1.31
Cole	1.25	Polk	1.28
Cooper	1.28	Pulaski	1.24
Crawford	1.26	Putnam	1.26
Dade	1.28	Ralls	1.26
Dallas	1.26	Randolph	1.28
Daviess	1.30	Ray	1.31
De Kalb	1.31	Reynolds	1.26
Dent	1.25	Ripley	1.30
Douglas	1.24	Saint Charles	1.29
Dunklin	1.32	Saint Clair	1.30
Franklin	1.28	Sainte Genevieve	1.29
Gasconade	1.27	Saint Francois	1.27
Gentry	1.31	Saint Louis	1.30
Greene	1.26	Saline	1.30
Grundy	1.29	Schuyler	1.25
Harrison	1.29	Scotland	1.25
Henry	1.31	Scott	1.30
Hickory	1.28	Shannon	1.25
Holt	1.31	Shelby	1.27
Howard	1.28	Stoddard	1.31
Howell	1.26	Stone	1.25
Iron	1.27	Sullivan	1.28
Jackson	1.31	Taney	1.25
Jasper	1.28	Texas	1.25
Jefferson	1.29	Vernon	1.30
Johnson	1.31	Warren	1.28
Knox	1.24	Washington	1.28
Laclede	1.24	Wayne	1.29
Lafayette	1.31	Webster	1.24
Lawrence	1.26	Worth	1.31
Lewis	1.24	Wright	1.24
Lincoln	1.28		
Linn	1.29		

MONTANA

Beaverhead	$1.09	Hill	$1.08
Big Horn	1.10	Jefferson	1.05
Blaine	1.08	Judith Basin	1.08
Broadwater	1.06	Lake	1.07
Carbon	1.08	Lewis and Clark	1.08
Carter	1.16	Liberty	1.08
Cascade	1.08	Lincoln	1.10
Chouteau	1.08	McCone	1.14
Custer	1.14	Madison	1.06
Daniels	1.13	Meagher	1.08
Dawson	1.15	Mineral	1.07
Deer Lodge	1.06	Missoula	1.07
Fallon	1.18	Musselshell	1.10
Fergus	1.08	Park	1.06
Flathead	1.10	Petroleum	1.10
Gallatin	1.06	Phillips	1.10
Garfield	1.12	Pondera	1.08
Glacier	1.08	Powder River	1.14
Golden Valley	1.08	Powell	1.06
Granite	1.04		

MONTANA—continued

County	Rate per bushel	County	Rate per bushel
Prairie	$1.15	Sweet Grass	$1.08
Ravalli	1.04	Teton	1.08
Richland	1.15	Toole	1.08
Roosevelt	1.14	Treasure	1.10
Rosebud	1.12	Valley	1.12
Sanders	1.07	Wheatland	1.08
Sheridan	1.15	Wilbaux	1.18
Silver Bow	1.06	Yellowstone	1.08
Stillwater	1.08		

NEBRASKA

Adams	$1.25	Jefferson	$1.28
Antelope	1.28	Johnson	1.29
Arthur	1.17	Kearney	1.24
Banner	1.12	Keith	1.17
Blaine	1.21	Keya Paha	1.22
Boone	1.29	Kimball	1.12
Box Butte	1.15	Knox	1.28
Boyd	1.26	Lancaster	1.31
Brown	1.22	Lincoln	1.19
Buffalo	1.25	Logan	1.21
Burt	1.31	Loup	1.23
Butler	1.31	McPherson	1.20
Cass	1.31	Madison	1.30
Cedar	1.28	Merrick	1.28
Chase	1.16	Morrill	1.13
Cherry	1.19	Nance	1.29
Cheyenne	1.13	Nemaha	1.30
Clay	1.26	Nuckolls	1.26
Colfax	1.31	Otoe	1.31
Cuming	1.31	Pawnee	1.29
Custer	1.23	Perkins	1.17
Dakota	1.30	Phelps	1.23
Dawes	1.14	Pierce	1.29
Dawson	1.23	Platte	1.30
Deuel	1.15	Polk	1.30
Dixon	1.29	Red Willow	1.20
Dodge	1.31	Richardson	1.29
Douglas	1.31	Rock	1.23
Dundy	1.16	Saline	1.29
Fillmore	1.28	Sarpy	1.31
Franklin	1.23	Saunders	1.31
Frontier	1.20	Scotts Bluff	1.12
Furnas	1.22	Seward	1.31
Gage	1.29	Sheridan	1.16
Garden	1.15	Sherman	1.25
Garfield	1.25	Sioux	1.13
Gosper	1.22	Stanton	1.31
Grant	1.17	Thayer	1.27
Greeley	1.27	Thomas	1.20
Hall	1.27	Thurston	1.30
Hamilton	1.28	Valley	1.25
Harlan	1.23	Washington	1.31
Hayes	1.18	Wayne	1.29
Hitchcock	1.18	Webster	1.25
Holt	1.25	Wheeler	1.28
Hooker	1.18	York	1.29
Howard	1.27		

NEVADA

All counties	$1.22

NEW HAMPSHIRE

All counties	$1.31

NEW JERSEY

Atlantic	$1.38	Middlesex	$1.40
Bergen	1.42	Monmouth	1.40
Burlington	1.40	Morris	1.38
Camden	1.42	Ocean	1.38
Cape May	1.35	Passaic	1.38
Cumberland	1.38	Salem	1.38
Essex	1.38	Somerset	1.38
Gloucester	1.42	Sussex	1.38
Hunterdon	1.38	Union	1.39
Mercer	1.40	Warren	1.38

NEW MEXICO

Bernalillo	$1.13	Colfax	$1.19
Catron	1.14	Curry	1.27
Chaves	1.22	De Baca	1.23

NEW MEXICO—continued

County	Rate per bushel	County	Rate per bushel
Dona Ana	$1.18	Rio Arriba	$1.08
Eddy	1.22	Roosevelt	1.26
Grant	1.18	Sandoval	1.11
Guadalupe	1.24	San Juan	1.02
Harding	1.26	San Miguel	1.21
Hidalgo	1.22	Santa Fe	1.16
Lea	1.26	Sierra	1.17
Lincoln	1.19	Socorro	1.16
Luna	1.20	Taos	1.14
McKinley	1.06	Torrance	1.18
Mora	1.20	Union	1.24
Otero	1.18	Valencia	1.10
Quay	1.27		

NEW YORK

Albany	$1.46	Oneida	$1.34
Allegany	1.32	Onondaga	1.34
Broome	1.36	Ontario	1.34
Cattaraugus	1.28	Orange	1.38
Cayuga	1.34	Orleans	1.32
Chautauqua	1.24	Oswego	1.34
Chemung	1.34	Otsego	1.38
Chenango	1.36	Putnam	1.38
Clinton	1.31	Rensselaer	1.42
Columbia	1.42	Rockland	1.38
Cortland	1.34	St. Lawrence	1.29
Delaware	1.38	Saratoga	1.38
Dutchess	1.38	Schenectady	1.42
Erie	1.32	Schoharie	1.42
Essex	1.34	Schuyler	1.34
Franklin	1.28	Seneca	1.34
Fulton	1.34	Steuben	1.34
Genesee	1.34	Suffolk	1.38
Greene	1.42	Sullivan	1.38
Herkimer	1.34	Tioga	1.34
Jefferson	1.31	Tompkins	1.34
Lewis	1.32	Ulster	1.38
Livingston	1.34	Warren	1.37
Madison	1.34	Washington	1.38
Monroe	1.34	Wayne	1.34
Montgomery	1.38	Westchester	1.42
Nassau	1.42	Wyoming	1.34
New York City	1.46	Yates	1.34
Niagara	1.32		

NORTH CAROLINA

All counties	$1.31

NORTH DAKOTA

Adams	$1.22	McLean	$1.21
Barnes	1.32	Mercer	1.21
Benson	1.24	Morton	1.24
Billings	1.20	Mountrail	1.17
Bottineau	1.20	Nelson	1.30
Bowman	1.21	Oliver	1.22
Burke	1.17	Pembina	1.30
Burleigh	1.25	Pierce	1.22
Cass	1.34	Ramsey	1.27
Cavalier	1.27	Ransom	1.34
Dickey	1.33	Renville	1.18
Divide	1.15	Richland	1.37
Dunn	1.20	Rolette	1.22
Eddy	1.27	Sargent	1.34
Emmons	1.27	Sheridan	1.23
Foster	1.28	Sioux	1.24
Golden Valley	1.19	Slope	1.22
Grand Forks	1.33	Stark	1.22
Grant	1.23	Steele	1.32
Griggs	1.31	Stutsman	1.29
Hettinger	1.22	Towner	1.24
Kidder	1.26	Traill	1.33
La Moure	1.31	Walsh	1.31
Logan	1.28	Ward	1.18
McHenry	1.20	Wells	1.26
McIntosh	1.28	Williams	1.16
McKenzie	1.18		

OHIO

Adams	$1.18	Brown	$1.18
Allen	1.22	Butler	1.18
Ashland	1.22	Carroll	1.21
Ashtabula	1.24	Champaign	1.19
Athens	1.20	Clark	1.18
Auglaize	1.21	Clermont	1.18
Belmont	1.21	Clinton	1.18

OHIO—continued

County	Rate per bushel	County	Rate per bushel
Columbiana	$1.23	Medina	$1.21
Coshocton	1.21	Meigs	1.18
Crawford	1.23	Mercer	1.21
Cuyahoga	1.21	Miami	1.19
Darke	1.20	Monroe	1.21
Defiance	1.22	Montgomery	1.18
Delaware	1.20	Morgan	1.21
Erie	1.24	Morrow	1.21
Fairfield	1.20	Muskingum	1.21
Fayette	1.18	Noble	1.21
Franklin	1.20	Ottawa	1.25
Fulton	1.23	Paulding	1.22
Gallia	1.18	Perry	1.20
Geauga	1.24	Pickaway	1.19
Greene	1.18	Pike	1.18
Guernsey	1.21	Portage	1.21
Hamilton	1.18	Preble	1.18
Hancock	1.24	Putnam	1.22
Hardin	1.22	Richland	1.22
Harrison	1.21	Ross	1.19
Henry	1.23	Sandusky	1.25
Highland	1.18	Scioto	1.18
Hocking	1.20	Seneca	1.24
Holmes	1.21	Shelby	1.21
Huron	1.23	Stark	1.21
Jackson	1.18	Summit	1.21
Jefferson	1.23	Trumbull	1.24
Knox	1.21	Tuscarawas	1.21
Lake	1.23	Union	1.20
Lawrence	1.18	Van Wert	1.22
Licking	1.20	Vinton	1.20
Logan	1.20	Warren	1.18
Lorain	1.22	Washington	1.21
Lucas	1.26	Wayne	1.21
Madison	1.19	Williams	1.22
Mahoning	1.24	Wood	1.25
Marion	1.22	Wyandot	1.23

OKLAHOMA

Adair	$1.27	Le Flore	$1.29
Alfalfa	1.27	Lincoln	1.29
Atoka	1.31	Logan	1.28
Beaver	1.23	Love	1.32
Beckham	1.29	McClain	1.30
Blaine	1.29	McCurtain	1.30
Bryan	1.32	McIntosh	1.29
Caddo	1.30	Major	1.28
Canadian	1.29	Marshall	1.32
Carter	1.32	Mayes	1.28
Cherokee	1.28	Murray	1.31
Choctaw	1.32	Muskogee	1.29
Cimarron	1.23	Noble	1.28
Cleveland	1.30	Nowata	1.28
Coal	1.31	Okfuskee	1.29
Comanche	1.31	Oklahoma	1.29
Cotton	1.31	Okmulgee	1.29
Craig	1.28	Osage	1.27
Creek	1.29	Ottawa	1.27
Custer	1.28	Pawnee	1.27
Delaware	1.27	Payne	1.28
Dewey	1.27	Pittsburg	1.29
Ellis	1.25	Pontotoc	1.30
Garfield	1.28	Pottawatomie	1.29
Garvin	1.31	Pushmataha	1.31
Grady	1.30	Roger Mills	1.28
Grant	1.27	Rogers	1.28
Greer	1.30	Seminole	1.29
Harmon	1.30	Sequoyah	1.29
Harper	1.24	Stephens	1.31
Haskell	1.29	Texas	1.23
Hughes	1.29	Tillman	1.30
Jackson	1.30	Tulsa	1.28
Jefferson	1.32	Wagoner	1.28
Johnston	1.32	Washington	1.27
Kay	1.27	Washita	1.29
Kingfisher	1.29	Woods	1.26
Kiowa	1.30	Woodward	1.26
Latimer	1.29		

OREGON

Baker	$1.24	Coos	$1.12
Benton	1.30	Crook	1.27
Clackamas	1.36	Curry	1.15
Clatsop	1.40	Deschutes	1.27
Columbia	1.40	Douglas	1.17

OREGON—continued

County	Rate per bushel	County	Rate per bushel
Gilliam	$1.30	Marion	$1.34
Grant	1.25	Morrow	1.30
Harney	1.13	Multnomah	1.40
Hood River	1.37	Polk	1.33
Jackson	1.17	Sherman	1.32
Jefferson	1.31	Tillamook	1.37
Josephine	1.17	Umatilla	1.28
Klamath	1.24	Union	1.25
Lake	1.24	Wallowa	1.23
Lane	1.28	Wasco	1.34
Lincoln	1.23	Washington	1.37
Linn	1.31	Wheeler	1.29
Malheur	1.18	Yamhill	1.35

PENNSYLVANIA

Adams	$1.35	Lawrence	$1.26
Allegheny	1.27	Lebanon	1.34
Armstrong	1.24	Lehigh	1.38
Beaver	1.24	Luzerne	1.34
Bedford	1.32	Lycoming	1.31
Berks	1.38	McKean	1.27
Blair	1.29	Mercer	1.24
Bradford	1.34	Mifflin	1.31
Bucks	1.42	Monroe	1.34
Butler	1.25	Montgomery	1.42
Cambria	1.28	Montour	1.32
Carbon	1.34	Northampton	1.38
Centre	1.30	Northumberland	1.32
Chester	1.38	Perry	1.32
Clarion	1.26	Philadelphia	1.46
Clearfield	1.28	Pike	1.34
Clinton	1.31	Potter	1.29
Columbia	1.33	Schuylkill	1.34
Crawford	1.24	Snyder	1.32
Cumberland	1.33	Somerset	1.28
Dauphin	1.32	Sullivan	1.34
Delaware	1.42	Susquehanna	1.32
Elk	1.28	Tioga	1.31
Erie	1.24	Union	1.32
Fayette	1.28	Venango	1.24
Forest	1.25	Warren	1.24
Franklin	1.33	Washington	1.24
Fulton	1.31	Wayne	1.34
Greene	1.26	Westmoreland	1.26
Huntingdon	1.30	Wyoming	1.34
Indiana	1.27	York	1.35
Jefferson	1.28		
Juniata	1.31		
Lackawanna	1.34		
Lancastor	1.35		

RHODE ISLAND

All counties	$1.33

SOUTH CAROLINA

Charleston	$1.46	All other counties	$1.30

SOUTH DAKOTA

Aurora	$1.30	Hamlin	$1.37
Beadle	1.33	Hand	1.31
Bennett	1.19	Hanson	1.31
Bon Homme	1.29	Harding	1.21
Brookings	1.37	Hughes	1.27
Brown	1.35	Hutchinson	1.30
Brule	1.28	Hyde	1.29
Buffalo	1.28	Jackson	1.24
Butte	1.18	Jerauld	1.30
Campbell	1.29	Jones	1.25
Charles Mix	1.27	Kingsbury	1.35
Clark	1.35	Lake	1.34
Clay	1.31	Lawrence	1.18
Codington	1.37	Lincoln	1.32
Corson	1.26	Lyman	1.26
Custer	1.14	McCook	1.31
Davison	1.31	McPherson	1.31
Day	1.37	Marshall	1.37
Deuel	1.39	Meade	1.20
Dewey	1.25	Mellette	1.22
Douglas	1.29	Miner	1.32
Edmunds	1.32	Minnehaha	1.33
Fall River	1.13	Moody	1.36
Faulk	1.30	Pennington	1.18
Grant	1.40	Perkins	1.22
Gregory	1.25	Potter	1.29
Haakon	1.24	Roberts	1.39

SOUTH DAKOTA—continued

County	Rate per bushel	County	Rate per bushel
Sanborn	$1.31	Turner	$1.31
Shannon	1.16	Union	1.32
Spink	1.33	Walworth	1.29
Stanley	1.26	Washabaugh	1.22
Sully	1.28	Yankton	1.29
Todd	1.22	Ziebach	1.23
Tripp	1.24		

TENNESSEE

Anderson	$1.28	Lauderdale	$1.28
Bedford	1.27	Lawrence	1.26
Benton	1.25	Lewis	1.26
Bledsoe	1.27	Lincoln	1.28
Blount	1.29	Loudon	1.28
Bradley	1.29	McMinn	1.29
Campbell	1.28	McNairy	1.26
Cannon	1.26	Macon	1.25
Carroll	1.25	Madison	1.26
Carter	1.30	Marion	1.28
Cheatham	1.25	Marshall	1.27
Chester	1.26	Maury	1.26
Claiborne	1.29	Meigs	1.29
Clay	1.26	Monroe	1.29
Cocke	1.29	Montgomery	1.24
Coffee	1.27	Moore	1.27
Crockett	1.25	Morgan	1.27
Cumberland	1.27	Obion	1.28
Davidson	1.25	Overton	1.27
Decatur	1.25	Perry	1.25
DeKalb	1.26	Pickett	1.27
Dickson	1.25	Polk	1.29
Dyer	1.28	Putnam	1.27
Fayette	1.30	Rhea	1.28
Fentress	1.27	Roane	1.28
Franklin	1.28	Robertson	1.24
Gibson	1.25	Rutherford	1.26
Giles	1.27	Scott	1.29
Grainger	1.29	Sequatchie	1.27
Greene	1.30	Sevier	1.29
Grundy	1.27	Shelby	1.32
Hamblen	1.29	Smith	1.26
Hamilton	1.29	Stewart	1.25
Hancock	1.30	Sullivan	1.30
Hardeman	1.28	Sumner	1.24
Hardin	1.25	Tipton	1.30
Hawkins	1.30	Trousdale	1.25
Haywood	1.28	Unicoi	1.30
Henderson	1.25	Union	1.29
Henry	1.25	Van Buren	1.27
Hickman	1.25	Warren	1.27
Houston	1.25	Washington	1.30
Humphreys	1.25	Wayne	1.25
Jackson	1.26	Weakley	1.25
Jefferson	1.29	White	1.27
Johnson	1.30	Williamson	1.26
Knox	1.29	Wilson	1.25
Lake	1.28		

TEXAS

Andrews	$1.27	Childress	$1.30
Archer	1.30	Clay	1.33
Armstrong	1.27	Cochran	1.27
Atascosa	1.39	Coke	1.30
Bailey	1.27	Coleman	1.31
Bandera	1.35	Collin	1.34
Bastrop	1.37	Collingsworth	1.30
Baylor	1.30	Comal	1.35
Bee	1.45	Comanche	1.32
Bell	1.37	Concho	1.32
Bexar	1.37	Cooke	1.34
Blanco	1.35	Coryell	1.35
Borden	1.27	Cottle	1.28
Bosque	1.34	Crosby	1.27
Bowie	1.31	Culberson	1.18
Briscoe	1.28	Dallam	1.25
Brown	1.32	Dallas	1.35
Burleson	1.42	Dawson	1.27
Burnet	1.35	Deaf Smith	1.27
Caldwell	1.37	Delta	1.32
Calhoun	1.42	Denton	1.34
Callahan	1.31	DeWitt	1.39
Carson	1.27	Dimmit	1.26
Castro	1.27	Eastland	1.32
Chambers	1.49	Donley	1.28
Cherokee	1.35		

TEXAS—continued

County	Rate per bushel	County	Rate per bushel
Edwards	$1.29	Mason	$1.33
Ellis	1.35	Maverick	1.26
El Paso	1.14	Medina	1.35
Erath	1.33	Menard	1.32
Falls	1.37	Midland	1.26
Fannin	1.34	Milam	1.39
Fisher	1.30	Mills	1.34
Floyd	1.27	Mitchell	1.28
Foard	1.30	Montague	1.34
Frio	1.36	Moore	1.25
Gaines	1.27	Motley	1.28
Galveston	1.49	Navarro	1.35
Garza	1.27	Nolan	1.29
Gillespie	1.34	Nueces	1.49
Glasscock	1.27	Ochiltree	1.25
Goliad	1.42	Oldham	1.27
Gray	1.27	Palo Pinto	1.33
Grayson	1.34	Parker	1.34
Guadalupe	1.37	Parmer	1.27
Hale	1.27	Pecos	1.27
Hall	1.28	Potter	1.27
Hamilton	1.33	Presidio	1.14
Hansford	1.25	Randall	1.27
Hardeman	1.30	Real	1.32
Harris	1.49	Reeves	1.22
Hartley	1.25	Refugio	1.45
Haskell	1.30	Roberts	1.25
Hays	1.35	Robertson	1.39
Hemphill	1.25	Rockwall	1.34
Hill	1.35	Runnels	1.30
Hockley	1.27	San Patricio	1.49
Hood	1.34	San Saba	1.34
Howard	1.27	Schleicher	1.28
Hudspeth	1.14	Scurry	1.28
Hunt	1.32	Shackelford	1.31
Hutchinson	1.25	Sherman	1.24
Irion	1.27	Somervell	1.34
Jack	1.33	Stephens	1.33
Jackson	1.42	Sterling	1.27
Jeff Davis	1.18	Stonewall	1.29
Jefferson	1.49	Sutton	1.29
Johnson	1.35	Swisher	1.27
Jones	1.30	Tarrant	1.35
Karnes	1.39	Taylor	1.30
Kaufman	1.34	Terry	1.27
Kendall	1.35	Throckmorton	1.31
Kent	1.28	Tom Green	1.30
Kerr	1.32	Travis	1.35
Kimble	1.33	Uvalde	1.32
King	1.29	Van Zandt	1.34
Kinney	1.29	Victoria	1.42
Knox	1.30	Waller	1.45
Lamar	1.32	Ward	1.26
Lamb	1.27	Wharton	1.42
Lampasas	1.34	Wheeler	1.28
Limestone	1.37	Wichita	1.30
Lipscomb	1.25	Wilbarger	1.30
Live Oak	1.45	Williamson	1.37
Llano	1.34	Wilson	1.37
Loving	1.21	Wise	1.34
Lubbock	1.27	Yoakum	1.27
Lynn	1.27	Young	1.33
McCulloch	1.32	Zavala	1.29
McLennan	1.35		
Martin	1.27		

UTAH

Beaver	$1.16	Piute	$1.12
Box Elder	1.19	Rich	1.16
Cache	1.19	Salt Lake	1.20
Carbon	1.10	San Juan	1.04
Daggett	1.14	San Pete	1.14
Davis	1.20	Sevier	1.12
Duchesne	1.12	Summit	1.18
Emery	1.08	Tooele	1.18
Garfield	1.08	Uintah	1.08
Grand	1.04	Utah	1.18
Iron	1.13	Wasatch	1.16
Juab	1.18	Washington	1.13
Kane	1.08	Wayne	1.08
Millard	1.16	Weber	1.20
Morgan	1.19		

VERMONT

All counties	$1.31

VIRGINIA

County	Rate per bushel	County	Rate per bushel
Accomack	$1.36	Lee	$1.30
Albemarle	1.31	Loudoun	1.31
Alleghany	1.29	Louisa	1.31
Amelia	1.32	Lunenburg	1.32
Amherst	1.31	Madison	1.31
Appomattox	1.32	Mathews	1.34
Arlington	1.31	Mecklenburg	1.31
Augusta	1.31	Middlesex	1.34
Bath	1.29	Montgomery	1.29
Bedford	1.31	Nansemond	1.42
Bland	1.29	Nelson	1.31
Botetourt	1.30	New Kent	1.34
Burnswick	1.31	Newport News	1.38
Buchanan	1.29	Northampton	1.32
Buckingham	1.32	Northumberland	1.32
Campbell	1.31	Nottaway	1.32
Caroline	1.32	Orange	1.31
Carroll	1.30	Page	1.31
Charles City	1.34	Patrick	1.30
Charlotte	1.32	Pittsylvania	1.31
Chesapeake (Norfolk)	1.46	Powhatan	1.32
Chesterfield	1.32	Prince Edward	1.32
Clarke	1.31	Prince George	1.32
Craig	1.29	Prince William	1.31
Culpeper	1.31	Pulaski	1.30
Cumberland	1.32	Rappahannock	1.31
Dickenson	1.29	Richmond	1.32
Dinwiddie	1.32	Roanoke	1.30
Essex	1.32	Rockbridge	1.31
Fairfax	1.31	Rockingham	1.31
Fauquier	1.31	Russell	1.30
Floyd	1.30	Scott	1.30
Fluvanna	1.31	Shenandoah	1.31
Franklin	1.30	Smyth	1.30
Frederick	1.31	Southampton	1.38
Giles	1.29	Spotsylvania	1.32
Gloucester	1.38	Stafford	1.32
Goochland	1.32	Surry	1.34
Grayson	1.30	Sussex	1.34
Greene	1.31	Tazewell	1.29
Greensville	1.34	Virginia Beach	1.42
Halifax	1.31	Warren	1.31
Hampton	1.42	Washington	1.30
Hanover	1.32	Westmoreland	1.32
Henrico	1.34	Wise	1.30
Henry	1.30	Wythe	1.30
Highland	1.29	York	1.38
Isle of Wight	1.38		
James City	1.34		
King and Queen	1.34		
King George	1.32		
King William	1.34		
Lancaster	1.32		

WASHINGTON

Adams	$1.27	Lewis	$1.37
Asotin	1.24	Lincoln	1.26
Benton	1.29	Mason	1.31
Chelan	1.28	Okanogan	1.26
Clallam	1.24	Pacific	1.34
Clark	1.40	Pend Oreille	1.18
Columbia	1.28	Pierce	1.40
Cowlitz	1.40	San Juan	1.26
Douglas	1.26	Skagit	1.34
Ferry	1.22	Skamania	1.37
Franklin	1.28	Snohomish	1.37
Garfield	1.28	Spokane	1.25
Grant	1.27	Stevens	1.20
Grays Harbor	1.34	Thurston	1.37
Island	1.26	Wahkiakum	1.37
Jefferson	1.27	Walla Walla	1.28
King	1.40	Whatcom	1.31
Kitsap	1.21	Whitman	1.26
Kittitas	1.32	Yakima	1.30
Klickitat	1.33		

WEST VIRGINIA

Barbour	$1.26	Calhoun	$1.24
Berkeley	1.30	Clay	1.25
Boone	1.25	Doddridge	1.23
Braxton	1.25	Fayette	1.27
Brooke	1.23	Gilmer	1.24
Cabell	1.23	Grant	1.28

WEST VIRGINIA—continued

County	Rate per bushel	County	Rate per bushel
Greenbrier	$1.29	Ohio	$1.23
Hampshire	1.29	Pendleton	1.29
Hancock	1.23	Pleasants	1.22
Hardy	1.29	Pocahontas	1.29
Harrison	1.25	Preston	1.26
Jackson	1.22	Putnam	1.23
Jefferson	1.31	Raleigh	1.26
Kanawha	1.24	Randolph	1.28
Lewis	1.25	Ritchie	1.23
Lincoln	1.24	Roane	1.23
Logan	1.25	Summers	1.29
McDowell	1.27	Taylor	1.26
Marion	1.24	Tucker	1.28
Marshall	1.23	Tyler	1.22
Mason	1.23	Upshur	1.26
Mercer	1.28	Wayne	1.24
Mineral	1.28	Webster	1.27
Mingo	1.25	Wetzel	1.23
Monongalia	1.24	Wirt	1.23
Monroe	1.28	Wood	1.22
Morgan	1.29	Wyoming	1.26
Nicholas	1.27		

WISCONSIN

Adams	$1.30	Marathon	$1.36
Ashland	1.40	Marinette	1.30
Barron	1.41	Marquette	1.29
Bayfield	1.43	Menominee	1.32
Brown	1.25	Milwaukee	1.29
Buffalo	1.41	Monroe	1.32
Burnett	1.44	Oconto	1.30
Calumet	1.25	Oneida	1.35
Chippewa	1.41	Outagamie	1.28
Clark	1.38	Ozaukee	1.27
Columbia	1.27	Pepin	1.41
Crawford	1.32	Pierce	1.42
Dane	1.26	Polk	1.42
Dodge	1.26	Portage	1.35
Door	1.20	Price	1.37
Douglas	1.46	Racine	1.29
Dunn	1.41	Richland	1.31
Eau Claire	1.38	Rock	1.28
Florence	1.31	Rusk	1.39
Fond du Lac	1.25	Saint Croix	1.42
Forest	1.33	Sauk	1.28
Grant	1.29	Sawyer	1.41
Green	1.26	Shawano	1.32
Green Lake	1.27	Sheboygan	1.25
Iowa	1.28	Taylor	1.39
Iron	1.38	Trempeleau	1.38
Jackson	1.35	Vernon	1.34
Jefferson	1.27	Vilas	1.34
Juneau	1.31	Walworth	1.28
Kenosha	1.29	Washburn	1.43
Kewaunee	1.22	Washington	1.27
La Crosse	1.35	Waukesha	1.28
Lafayette	1.26	Waupaca	1.30
Langlade	1.34	Waushara	1.27
Lincoln	1.37	Winnebago	1.27
Manitowoc	1.24	Wood	1.33

WYOMING

Albany	$1.09	Natrona	$1.04
Big Horn	1.04	Niobrara	1.12
Campbell	1.09	Park	1.04
Carbon	1.06	Platte	1.12
Converse	1.09	Sheridan	1.06
Crook	1.12	Sublette	1.09
Fremont	1.04	Sweetwater	1.09
Goshen	1.12	Teton	1.13
Hot Springs	1.04	Uinta	1.13
Johnson	1.06	Washakie	1.04
Laramie	1.12	Weston	1.12
Lincoln	1.15		

(b) *Premiums and discounts.* The basic loan and purchase rate shall be adjusted as applicable by premiums and discounts as follows (all footnotes at end of paragraph):

	Cents per bushel
(1) *Class premiums and discounts.*	
(i) Premiums:	
Hard Amber Durum (U.S. No. 3 or better)	+5
(ii) Discounts:	
Durum	−5
Red Durum	−20
Mixed Wheat (mixtures of classes other than contrasting classes)	−2
Mixed Wheat (mixtures of contrasting classes)	−10
(2) *Grade premiums and discounts.*	
(i) Premium:	
Heavy, U.S. No. 3 or better (Hard Red Spring only)	+2
(ii) Discounts:	
U.S. No. 2	−1
U.S. No. 3	−3
U.S. No. 4	−6
U.S. No. 5	−9
Smut—degree basis:	
Light Smutty	−2
Smutty	−6
Garlic—degree basis:	
Light Garlicky	−5
Garlicky	−10

Sample on one or more of the factors test weight, total damage (with not more than 3 percent heat damage), foreign material, and total defects (with not more than 3 percent heat damage), apply a discount of 14 cents. Add 1 cent for each pound or fraction thereof that test weight is below 50 pounds (49 pounds for Hard Red Spring and White Club) through 40 pounds and add 1 cent for each percent or fraction thereof that total defects are in excess of 21 percent. Total discount on these factors shall not exceed 30 cents per bushel if total defects are not in excess of 50 percent, or 45 cents per bushel if total defects are in excess of 50 percent.

(3) *Protein premiums.* Applicable to grade U.S. No. 5 or better, Hard Red Winter, Hard Red Spring, and Hard White Wheat of the varieties Baart, Bluestem, and Burt.

Protein content (percent):	Cents per bushel
12.0–12.4	+ 1½
12.5–12.9	+ 3
13.0–13.4	+ 4½
13.5–13.9	+ 6
14.0–14.4	+ 7½
14.5–14.9	+ 9
15.0–15.4	+10½
15.5–15.9	+12
16.0–16.4	+13½
16.5–16.9	+15
17.0–17.4	+16½
17.5 and above	+18
(4) *Weed control discount* (where required by § 1421.25)	10

(5) *Other factors.* Amounts determined by CCC to represent market discounts for quality factors not specified above which affect the value of wheat, such as (but not limited to) moisture, weevily, ergoty, stones, musty, sour and heating. Such discounts will be established not later than the time delivery of wheat to CCC begins and will thereafter be adjusted from time to time as CCC determines appropriate to reflect changes in market conditions. Producers may obtain schedules of such factors and discounts at county ASCS offices.

NOTE: Premiums and discounts are cumulative except only one grade discount shall be applied.

Effective date: July 30, 1973.

Signed at Washington, D.C., on July 13, 1973.

GLENN A. WEIR,
Acting Executive Vice President,
Commodity Credit Corporation.

[FR Doc.73-14907 Filed 7-27-73;8:45 am]

[CCC Grain Price Support Regs. 1973 Crops Oats Supp.]

PART 1421—GRAINS AND SIMILARLY HANDLED COMMODITIES

Subpart—1973-Crop Oats Loan and Purchase Program

Correction

In FR Doc. 73-8923, appearing at page 11441, for the issue of Tuesday, May 8, 1973, in the tables under § 1421.274 under "Wisconsin", the "rate per bushel" for Barron County, which now reads ".57", should read ".55", and Marquette County, which now reads ".56", should read ".57".

CHAPTER XVIII—FARMERS HOME ADMINISTRATION, DEPARTMENT OF AGRICULTURE

SUBCHAPTER C—LOANS PRIMARILY FOR PRODUCTION PURPOSES

[FHA Instruction 441.2]

PART 1832—EMERGENCY LOANS

Subpart A—Emergency Loan Policies and Authorizations

MAKING EM LOANS AVAILABLE

On page 16907 of the FEDERAL REGISTER of June 27, 1973, there was published a notice of proposed rulemaking to amend § 1832.3. The proposed change provides for State and local government participation in determining designated areas for Emergency loans. Interested persons were given 16 days in which to submit comments, suggestions, or objections regarding the proposed regulations.

No written objections have been received and the proposed regulations are hereby adopted without change and are set forth below.

These amendments are effective on July 30, 1973.

Dated July 23, 1973.

FRANK B. ELLIOTT,
Administrator,
Farmers Home Administration.

Section 1832.3 reads as follows:

§ 1832.3 Making EM loans available.

EM loans will be made available in counties named by OEP (or its successor) as eligible for Federal assistance under a major disaster declaration by the President; in counties designated by the Secretary; and in counties authorized by State Directors for isolated production loss loans.

(a) *Designation by the President.* Designation by the Secretary is not necessary for making EM loans available in counties determined by OEP to be eligible for Federal assistance under a major disaster declared by the President. Therefore, where there is a Presidential major disaster declaration, the National Office will notify the State Director and the Director of the Finance Office. The notification will specify the names of the counties determined by OEP (or its successor) to be eligible for Federal assistance; the termination date for receiving EM applications; the major disaster designation number; and the date loan activity reporting will commence.

(1) State Directors will notify the appropriate County Supervisors immediately and instruct them to make EM loans available. Notification will be confirmed by a State requirement prescribed by the State Director, or a revision thereof, as soon as possible. The State Director will also notify the State USDA Emergency Board Chairman and will make such public announcements as appear to be appropriate.

(2) Immediately upon receiving notice about counties under his jurisdiction, the County Supervisor will notify the governing body of the county, the appropriate County USDA Emergency Board Chairman, and make such public announcements as appear to be appropriate. Also, the County Supervisor will explain the assistance available under this program to other agricultural lenders and leaders in the area.

(b) *Designation by the Secretary.* (1) The Secretary of Agriculture may designate a county as an EM loan area when (i) unusual and adverse weather conditions have resulted in severe production losses and/or damage or losses to livestock, farm machinery, farmland, or buildings; (ii) when there exists in the county a general need for agricultural credit due to the natural disaster which cannot be met for temporary periods by private, cooperative, or other responsible sources and there are more than 25 farmers who have had losses which require them to obtain EM loans in order to continue in their farming operations; (ii) when a formal written request of the governing body of the county or its authorized representative has been transmitted through the Governor of the State (iv) with endorsement to the Secretary, and when recommended to the Secretary by his Emergency Review Committee.

(2) Designations may be based on damages caused by hurricanes, tornadoes, excessive rainfall and floods, earthquakes, blizzards, freezes, electrical storms, snowstorms, drought, excessively high temperatures and hail; insects where abnormal weather contributed substantially to the spreading and flourishing of such insects; fires resulting from lightning, and fires of other origins which could not be controlled because of abnormal weather; and plant and animal diseases where abnormal weather contributed substantially to such diseases spreading into epidemic stages.

(3) When a county is designated by the Secretary, the National Office will notify the State Director and the Director of the Finance Office. The notification will specify the name of the counties designated; the termination date for receiving EM loan applications; and the Secretarial disaster designation number. The Governor, each Senator and Congressman representing the State involved will be notified simultaneously of the designations and dates of termination.

(i) State Directors will immediately notify the appropriate County Supervisors and this notification will be confirmed by a State requirement prescribed by the State Director, or a revision thereof, as soon as possible. The State Director will also notify the State USDA Emergency Board Chairman and the governing body of the county who will make such public announcements as appear to be appropriate.

(ii) Immediately upon receiving notice of the designation of county or counties under his jurisdiction, the County Supervisor will notify the appropriate County USDA Emergency Board Chairman and also explain the assistance available under the EM loan program to other agricultural lenders and leaders in the area.

(c) *Isolated production losses.* If the State Director finds in any county that the requirements of paragraph (b) (1) (i) and (2) of this section are met, and that 25 or less farmers have had severe production losses which will require them to obtain EM loans in order to continue in their farming operation, loans may be authorized by the State Director. The authority to make EM loans available by the State Director will only be exercised after the governing body of the county affected has made a formal written request for such action to the State Director and prior notice has been given to the National Office. This authorization may not be used to make EM loans available immediately in anticipation of a later designation by the Secretary based on the same natural disaster.

(1) The State Director's authorization will be based on severe production losses and will establish the following termination dates for receiving EM applications:

(i) For damages to real or chattel property or losses of livestock and equipment, the termination date will be 60 days from the date of his letter to the County Supervisor making the authorization.

(ii) For crop losses the termination date will be 9 months from the date of his letter making the authorization.

(2) Applications for EM loans will be received by County Supervisors only after authorization by the State Director.

(3) The State Director will advise the National Office immediately by telephone followed by forwarding a copy of each letter authorizing a County Supervisor to receive applications for EM loans in counties he has designated, together with a copy of the County Supervisor's report. The report will be made using the format available in all FHA offices when an area designation is made.

(4) The State Director will direct appropriate County Supervisors to take initial EM loan applications in counties he has authorized, simultaneously with his notification to the State USDA Emergency Board Chairman and the governing body of the county. The State Director will immediately request the governing body of the county to make appropriate public announcements.

(5) Immediately upon receiving notice of the authorization of isolated production loss loans for a county or counties under his jurisdiction, the County Supervisor will notify the appropriate County USDA Emergency Board Chairman and also explain the assistance available under the EM loan program to other agricultural lenders and leaders in the area.

(d) *Reporting natural disasters*—(1) *Purpose.* To provide a systematic procedure for rapid reporting of natural disasters which may result in a request for designation by the Secretary from local governing bodies or their authorized representatives and the Governor of the State.

(2) *Background.* It is important that adequate information on the nature and scope of a natural disaster or impending disaster be available as soon as possible both in the State and National Offices. It is equally important to know what steps are being taken or considered by Farmers Home Administration (FHA) to alleviate the disaster effects.

(3) *Action.* The following action will be taken:

(i) County Supervisor: County Supervisors will immediately report to the State Director and to the governing body the name of the county affected, the occurrence of any natural disaster causing substantial property loss or damage or injury, including severe production losses in his County Office area, regardless of whether EM loans will be needed. He will send a detailed report as soon as possible to the State Director and the governing body of the county affected, except that in urgent situations the report may be made by telephone, followed by the written report. The report will be based on information obtained from his personal knowledge and from farmers, agricultural and community leaders, representatives of other agricultural agencies, agricultural lenders and through any other means available. When letters or copies of reports are received from those sources contacted, they also will be submitted with the report. The County Supervisor will advise the Chairman of the County USDA Emergency Board of any

information he has on the disaster and also provide him with a copy of the report and any attachments thereto.

(ii) State Directors: State Directors will inform the National Office of each natural disaster as soon as possible. He will forward the original of the County Supervisor's report with any attachments to the National Office supplemented by his comments, including any additional information he may have, and his recommendations as to the need for EM loans. In urgent situations he should report to the National Office by telephone and immediately thereafter send a written report to the National Office. The State Director will advise the Chairman of the State USDA Emergency Board of any information he receives on the natural disaster and also provide him with a copy of the County Supervisor's report and any attachments thereto.

(iii) National Office: When the National Office is advised by a State Director of the occurrence of natural disasters, the Division responsible for EM loans will advise the Executive Secretary of the USDA Emergency Review Committee; the Director of the Single Family Housing Division; and the Office of Emergency Preparedness (or its successor) of the natural disaster and of any action planned or taken by the FHA. The National Office will also provide the same information to members of Congress if so requested.

(iv) The above action will be taken even if the Governor of the State has requested the President to declare the county a disaster area.

(e) *Subsequent loans.* Subsequent EM loans are defined as EM loans made to borrows who are indebted for an EM loan(s) balance. Subsequent EM loans may be made within the limitations, policies, and authorities contained in this paragraph without regard to the termination date for making initial loans. This applies when the applicant is unable to obtain credit from other sources because of the natural disaster or major disaster which caused need for the initial loan, and when the subsequent loan is necessary to protect the Government's interest in EM loans previously made, including Production Emergency, Economic Emergency, Special Emergency, and Special Livestock loans. In any event, there must be reasonable assurance that the subsequent loan will be repaid and the balances owed on previous loans will be repaid or substantially reduced within a reasonable period. However, the period during which additional loans will be made must be consistent with the objectives of EM loans as described in § 1832.2. The following points will be considered in arriving at the required determination that a subsequent EM loan is needed to protect the Government's interest in EM loans previously made.

(1) Will FHA lose control of future farm or ranch income that ordinarily would be available for payment on the EM loan balance if the subsequent EM loan is not made?

(2) Will FHA's security position be weakened if the subsequent EM loan is not made?

(3) Will FHA take a financial loss if the borrower is forced out of farming or ranching because he could not get financed by a regular lender?

The County Supervisor will comment on these points in the Running Case Record of the borrower's County Office case file to show justification for a subsequent EM loan before it is approved.

(7 U.S.C. 1989, (Con. Act); 42 U.S.C. 1480, (Housing); delegation of authority by the Sec. of Agri., 38 FR 14944, 14948, 7 CFR 2.23; delegation of authority by the Asst. Sec. for Rural Development, 38 FR 14944, 14952, 7 CFR 2.70)

Dated June 21, 1973.

J. R. HANSON,
Acting Administrator,
Farmers Home Administration.

[FR Doc.73-15559 Filed 7-27-73;8:45 am]

PART 1832—EMERGENCY LOANS

Subpart A—Emergency Loan Policies and Authorizations

[FHA Instruction 441.2]

ELIGIBILITY REQUIREMENTS AND APPROVAL

On page 18040 of the FEDERAL REGISTER of July 6, 1973, there was published a notice of proposed amendments to §§ 1832.5 and 1832.12. The major proposed changes to § 1832.5 establish a new crop production loss formula and establish the requirement that to be eligible for an Emergency loan an applicant must be unable to provide the necessary funds from his own resources or to obtain sufficient operating credit from local conventional sources. Section 1832.12 requires that recipients of Emergency loans will be required to carry Federal Crop Insurance during the repayment period of the Emergency loan made for crop production if it is available in the county. Interested persons were given seven days in which to submit comments, suggestions, or objections regarding the proposed regulations.

As a result of the comments received the following clarification is made: Section 1832.5(c)(1) is clarified by adding a reference to section 312 of the Consolidated Farm and Rural Development Act and § 1832.7.

Accordingly, with this addition, the proposed amendments are adopted as set forth below.

These amendments are effective on July 30, 1973.

Dated: July 23, 1973.

FRANK B. ELLIOTT,
Administrator,
Farmers Home Administration.

Sections 1832.5 and 1832.12 read as follows:

§ 1832.5 Eligibility requirements.

To be eligible for an EM loan, an applicant must:

(a) Be a citizen of the United States, if an individual. If a partnership, the individual partners must be citizens of the United States. If a corporation, the corporation must be incorporated under the laws of the United States or any State thereof and the principal stockholders must be citizens of the United States. Any stockholder owning as much as 20 percent of the stock or a smaller percentage if owned in equal amounts, will be considered as a principal stockholder.

(b) Be an established farmer or rancher with a reasonably good past record of operations, whether owner-operator or tenant, who manages his farming or ranching operations. An applicant who does not devote full time to his farming or ranching operations may be considered as the manager of his farming or ranching operations if he visits his farm or ranch at frequent intervals often enough to exercise control and see that the operations are being carried on properly.

(c) Have suffered production losses or property damage directly related to the unusual and adverse weather conditions which resulted in the major disaster(s) designation by the President, or the natural disaster(s) designation by the Secretary, or the authorization of the State Director because of an isolated production loss, as defined in § 1832.3 (a), (b), or (c) of this chapter. Also, it must be established that all losses or damages upon which eligibility for the loan is based were caused during the time period established for the occurrence of the disaster.

(1) Production losses must have been substantially greater than would be expected from normal fluctuations in yields. In making this required determination about production losses, consideration will be given to the applicant's total farming operations. He will be required to furnish information on Form FHA 441-22, "Statement of Production Losses and Certification," showing the production in each of his crop and livestock enterprises during the year of the disaster and the two preceding crop years and an explanation about how and when the natural disaster caused his production losses. If the production was not normal for any of the three years, then the applicant must also furnish such information for his most recent normal year. An applicant meets this eligibility requirement only if his production losses which are not compensated for by insurance or otherwise are the equivalent of 10 percent or more of the dollar value of normal production for his total farming or ranching enterprises. Eligibility established under this paragraph (c)(1) would only entitle an applicant to an EM loan sufficient to produce a new crop, and to the extent necessary to accomplish this would include the loan purposes set forth in section 312 of the Consolidated Farm and Rural Development Act and further defined in § 1832.7.

(i) To establish eligibility, County Supervisors must convert the applicant's total production after the disaster to gross income, adding thereto any insurance or other compensation which may be claimed for these losses, and also calculate his gross income from total

production for his most recent normal year. The disaster year figure must be subtracted from the normal year figure to calculate the "loss value" in dollars. The "loss value" will then be calculated as a percentage of the total normal production gross income. This percentage must equal or exceed 10 percent for eligibility. The calculations will be recorded in the loan docket. The gross incomes will be calculated by using the prevailing market price in effect at the time of the disaster for each particular commodity as evidenced by the State crop reporting service reports. Lists of prices will be prepared by the State Director and distributed to affected County Supervisors.

(ii) When the applicant has a livestock operation and his losses are to feed-crops, pasture, or grazing, his eligibility will be established by the cost of feed necessarily purchased or grazing rented to replace that which was lost due to the disaster. The cost of the additional feed purchased or grazing rented must be 10 percent or more of his normal production year gross income from his total operation.

(iii) Where an applicant was unable to plant a substantial portion of his normal crops because of a "qualifying disaster," his production for that portion of his unplanted crops will be shown as zero on Form FHA 441–22 providing that a substitute or different crop could not be planted.

(2) Production losses which have occurred to crops or grazing before actual production for the year can be determined will be estimated and shown on Form FHA 441–22 as follows:

(i) For grazing, the number of acres and the estimated percentage of loss will be shown in the appropriate spaces.

(ii) Estimates of damage to other feed crops and cash crops will be shown in units of production.

(3) The County Supervisor will make such efforts as are reasonably necessary to check the accuracy of such estimates.

(4) Damages or losses not compensated for by insurance or otherwise to farm or ranch dwellings and service buildings, land and water resources, farming or ranching supplies or equipment, or livestock essential to normal farm or ranch operations would qualify an applicant for a loan sufficient only to repair, replace, or restore such property. These damages or losses would not qualify the applicant for an EM loan to be used for crop production.

(5) Where an applicant has had disaster damage to feed crops and elects to sell his livestock rather than purchase feed to replace that which he would have produced except for the natural disaster, he cannot claim as loss the difference between the sale price and an estimate of what the sale price would have been if the livestock had been fed for the normal period. This is because the earlier sale was based on a judgment decision and differs from an applicant who could not plant crops because of the natural disaster. The latter had no opportunity for a judgment decision about planting.

(d) Possess legal capacity to contract for the loan. State requirements will be issued with the advice of the Office of the General Counsel (OGC) with respect to this requirement.

(e) Be of good character and possess the ability, industry, and experience necessary to carry out the proposed farming or ranching operations and to assure a reasonable prospect for success with the assistance of the loan, and will honestly endeavor to carry out the undertakings and obligations required of him in connection with the loan.

(f) Be unable to provide the necessary funds from his own resources or to obtain sufficient operating credit from local commercial sources to finance his actual needs at reasonable rates and terms available to other farmers in the area, taking into consideration prevailing private and cooperative rates and terms for loans for similar purposes and periods of time in the community in or near which he resides. The applicant's equity in real estate, chattels, and other assets should be considered in determining his ability to obtain credit from private and cooperative sources. This must be documented in the County Office case file.

(1) In no case will an EM loan be made to an applicant who is able to obtain the credit he needs elsewhere on terms he can reasonably be expected to pay. The following will be observed in determining whether individual applicants meet this eligibility requirement:

(i) When an applicant's financial statement or other information in the loan docket indicates that he might be able to obtain the credit he needs elsewhere at reasonable rates and terms, the County Supervisor will require him to make a diligent effort to obtain a loan from other sources. This effort will consist of applying to lenders engaged in extending short-term or intermediate-term credit in the area, depending on his needs, and requesting each lender to furnish a letter showing whether it will make a loan and if so, the amount it is willing to advance. Such letters from lenders and any other evidence concerning an applicant's ability to obtain credit elsewhere will be included in the loan docket. When appropriate, the County Supervisor will check on evidence concerning inability to obtain credit submitted by an applicant.

(ii) When an applicant's financial statement or other information in the loan docket indicates beyond doubt that he is not able to obtain the credit he needs from other sources at reasonable rates and terms, he will not be required to furnish evidence that he has made an effort to obtain such credit from other sources. The County Supervisor will record his conclusion and the basis for it in the loan docket.

(2) For partnerships or corporations, the principal partners or principal stockholders, either individually or collectively must be unable to finance the farming or ranching operations either with their own resources or with credit obtained by them from other sources. Any partner or stockholder owning as much as 20 percent interest in a partnership or a corporation's stock, or a smaller percentage if owned in equal amounts, will be considered as a principal partner or stockholder.

(3) EM loans are not to be made to applicants having large net worths or large equities in real estate, chattels, or other property, in relation to the amounts they need to borrow, regardless of their ability to obtain credit from other sources. Such applicants are considered to have options in the use of their resources that would enable them to operate without Government assistance. However, it is not intended to advise them what adjustments they might consider in the use or handling of their assets.

(g) An applicant who meets all of the above criteria should still be denied an EM loan if, in the judgment of the loan approval official, he cannot be expected to recover from his losses as a result of the disaster and return to his normal sources of credit within a reasonable period except as provided in § 1832.2(b) of this chapter.

* * * * *

§ 1832.12 Loan approval.

* * * * *

(d) Recipients of Emergency loans will be required to carry Federal Crop Insurance during the repayment period of their Emergency loans made for crop production purposes if such insurance is available in the county.

(7 U.S.C. 1989; 42 U.S.C. 1480; 40 U.S.C. 442; delegation of authority by the Sec. of Agri., 38 FR 14944, 14948, 7 CFR 2.23; delegation of authority by the Asst. Sec. for Rural Development, 38 FR 14944, 14952, 7 CFR 2.70)

[FR Doc.73-15560 Filed 7-27-73;8:45 am]

[FHA Instruction 440.8]

PART 1832—EMERGENCY LOANS

Subpart D—Additional Benefits for Certain Indebted and Paid-Up Emergency and Rural Housing Disaster Loan Borrowers

MISCELLANEOUS AMENDMENTS

Sections 1832.73 through 1832.77, Part 1832, Title 7, Code of Federal Regulations (38 FR 14089) are deleted from this chapter. Section 1832.78 is redesignated § 1832.73, *Expiration date*. In accordance with 5 U.S.C. 553 it is an administrative determination that this deletion be published without notice of proposed rulemaking because the sections involved pertain only to agency procedure and practice.

These amendments are effective on July 30, 1973.

(Sec. 339, 75 Stat. 318, 7 U.S.C. 1989; sec. 510, 63 Stat. 437, 42 U.S.C. 1480; orders of Acting Secretary of Agriculture, 36 FR 21529, 37 FR 22008)

Dated July 23, 1973.

FRANK B. ELLIOTT,
Administrator,
Farmers Home Administration.

[FR Doc.7-15558 Filed 7-27-73;8:45 am]

Title 9—Animals and Animal Products

CHAPTER I—ANIMAL AND PLANT HEALTH INSPECTION SERVICE, DEPARTMENT OF AGRICULTURE

SUBCHAPTER C—INTERSTATE TRANSPORTATION OF ANIMALS (INCLUDING POULTRY) AND ANIMAL PRODUCTS; EXTRAORDINARY EMERGENCY REGULATION OF INTRASTATE ACTIVITIES

PART 78—BRUCELLOSIS

Subpart D—Designation of Modified Certified Brucellosis Areas, Specifically Approved Stockyards, and Slaughtering Establishments

MODIFIED CERTIFIED BRUCELLOSIS AREAS

The amendment deletes the following areas from the list of areas designated as Modified Certified Brucellosis Areas because it has been determined that such areas no longer come within the definition of § 78.1(l): Dewey and Seminole Counties in Oklahoma.

The following counties were deleted from the list of Modified Certified Brucellosis Areas on the specified dates: Nemaha County in Nebraska on February 10, 1973; McMullen County in Texas on March 7, 1973; and Uvalde County in Texas on May 8, 1973. Since said dates it has been determined that these counties again come within the definition of § 78.1(l); and therefore, they have been redesignated as Modified Certified Brucellosis Areas.

The amendment adds the following additional area to the list of areas designated as Modified Certified Brucellosis Areas because it has been determined that such area comes within the definition of § 78.1(l); Nueces County in Texas.

Therefore, pursuant to § 78.16 of the regulations in Part 78, as amended, Title 9, Code of Federal Regulations, containing restrictions on the interstate movement of animals because of brucellosis, under sections 4, 5, and 13 of the Act of May 29, 1884, as amended; sections 1 and 2 of the Act of February 2, 1903, as amended; and section 3 of the Act of March 3, 1905, as amended (21 U.S.C. 111–113, 114a–1, 120, 121, 125), § 78.13 of said regulations designating Modified Certified Brucellosis Areas is hereby amended to read as follows:

§ 78.13 Modified certified brucellosis areas.

The following States, or specified portions thereof, are hereby designated as Modified Certified Brucellosis Areas:

Alabama. The entire State;
Alaska. The entire State;
Arizona. The entire State;
Arkansas. The entire State;
California. The entire State;
Colorado. The entire State;
Connecticut. The entire State;
Delaware. The entire State;
Florida. The entire State;
Georgia. The entire State;
Hawaii. The entire State;
Idaho. The entire State;
Illinois. The entire State;
Indiana. The entire State;
Iowa. The entire State;
Kansas. The entire State;
Kentucky. The entire State;
Louisiana. The entire State;
Maine. The entire State;
Maryland. The entire State;
Massachusetts. The entire State;
Michigan. The entire State;
Minnesota. The entire State;
Mississippi. The entire State;
Missouri. The entire State;
Montana. The entire State;
Nebraska. The entire State;
Nevada. The entire State;
New Hampshire. The entire State;
New Jersey. The entire State;
New Mexico. The entire State;
New York. The entire State;
North Carolina. The entire State;
North Dakota. The entire State;
Ohio. The entire State;
Oklahoma. Adair, Alfalfa, Atoka, Beaver, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cherokee, Choctaw, Cimarron, Cleveland, Coal, Comanche, Cotton, Craig, Creek, Custer, Delaware, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Haskell, Hughes, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Latimer, Le Flore, Lincoln, Logan, Love, Major, Marshall, Mayes, McClain, McCurtain, McIntosh, Murray, Muskogee, Noble, Nowata, Okfuskee, Oklahoma, Okmulgee, Osage, Ottawa, Pawnee, Payne, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Roger Mills, Rogers, Sequoyah, Stephens, Texas, Tillman, Tulsa, Wagoner, Washington, Washita, Woods, and Woodward Counties;
Oregon. The entire State;
Pennsylvania. The entire State;
Rhode Island. The entire State;
South Carolina. The entire State;
South Dakota. The entire State;
Tennessee. The entire State;
Texas. The entire State;
Utah. The entire State;
Vermont. The entire State;
Virginia. The entire State;
Washington. The entire State;
West Virginia. The entire State;
Wisconsin. The entire State;
Wyoming. The entire State;
Puerto Rico. The entire area; and
Virgin Islands of the United States. The entire area.

(Secs. 4, 5, 23 Stat. 32, as amended; secs. 1, 2, 32, Stat. 791–792, as amended; sec. 3, 33 Stat. 1265, as amended; sec. 2, 65 Stat. 693; 21 U.S.C. 111–113, 114a–1, 120, 121, 125; 37 FR 28464, 28477, 9 CFR 78.16(a))

Effective date. The foregoing amendment shall become effective July 30, 1973.

The amendment imposes certain restrictions necessary to prevent the spread of brucellosis in cattle and relieves certain restrictions presently imposed. It should be made effective promptly in order to accomplish its purpose in the public interest and to be of maximum benefit to persons subject to the restrictions which are relieved. Accordingly, under the administrative procedure provision of 5 U.S.C. 553, it is found upon good cause that notice and other public procedure with respect to the amendment are impracticable, unnecessary, and contrary to the public interest, and good cause is found for making the amendment effective less than 30 days after publication in the FEDERAL REGISTER.

Done at Washington, D. C., this 24 day of July 1973.

J. M. HIJL,
Acting Deputy Administrator, Veterinary Services, Animal and Plant Health Inspection Service.

[FR Doc.73-15600 Filed 7-27-73;8:45 am]

Title 12—Banks and Banking

CHAPTER III—FEDERAL DEPOSIT INSURANCE CORPORATION

SUBCHAPTER B—REGULATIONS AND STATEMENTS OF GENERAL POLICY

PART 329—INTEREST ON DEPOSITS

Maximum Rates of Interest on Single and Multiple Maturity Time Deposits

1. The Board of Directors of the Federal Deposit Insurance Corporation has decided to further amend §§ 329.6 and 329.7 of the rules and regulations of the Federal Deposit Insurance Corporation (12 CFR 329.6 and 329.7) so as to eliminate existing disparities in maximum interest rates for single and multiple maturity time deposits and simplify interest rate schedules for insured State nonmember banks. Effective July 1, 1973, all insured State nonmember banks (including FDIC-insured mutual savings banks) may pay the same rates of interest on multiple maturity time deposits as on single maturity time deposits of equivalent amounts and maturities. The new interest rate ceilings (effective July 1, 1973) previously adopted by the Board of Directors for time deposits of less than $100,000 and savings deposits have not been changed by these amendments.

2. Section 329.6 is revised to read as follows:

§ 329.6 Maximum rates of interest payable by insured nonmember banks other than insured nonmember mutual savings banks.[12]

(a) *Deposits of $100,000 or more.* There is no maximum rate of interest presently prescribed on any time deposit of $100,000 or more.

(b) *Deposits of less than $100,000.* (1) Except as provided in paragraph (b)(2) of this section, no insured nonmember bank shall pay interest on any time deposit of less than $100,000 at a rate in excess of the applicable rate under the following schedule:

Maturity	*Maximum percent per annum*
30 days or more but less than 90 days	5
90 days or more but less than 1 year	5½
1 year or more but less than 30 months	6
30 months or more	6½

(2) *Deposits of $1,000 or more with maturities of 4 years or more.* There is no maximum rate of interest presently prescribed on any time deposit of $1,000 or more with a maturity of 4 years or more.

(c) *Savings deposits.* No insured nonmember bank shall pay interest at a rate in excess of 5 percent on any savings deposit.

3. Section 329.7 is amended to read as follows:

[12] The maximum rates of interest payable by insured nonmember banks on time and savings deposits as prescribed herein are not applicable to any deposit which is payable only at an office of an insured nonmember bank located outside of the States of the United States and the District of Columbia.

§ 329.7 Maximum rate of interest or dividends payable on deposits by insured nonmember mutual savings banks.[14]

(a) *Definition.* For the purposes of this section, the term "mutual savings bank" includes any mutual savings bank and any guaranty savings bank which operates in the State of New Hampshire substantially under and pursuant to the laws of that State pertaining to mutual savings banks so long as such guaranty savings bank does not engage in commercial banking.

(b) *Maximum rates payable*—(1) *General.* Except as provided in paragraph (b) (2), (3), and (4) of this section and paragraph (e) of this section, no insured nonmember mutual savings bank shall pay interest or dividends at a rate in excess of 5¼ percent per annum on any deposit. Section 329.3(b) relating to modification of deposit contracts to conform to regulations shall apply to insured nonmember mutual savings banks.

(2) *Time deposits of $100,000 or more.* There is no maximum rate of interest or dividends presently prescribed on any time deposit of $100,000 or more.

(3) *Time deposits of less than $100,000.* Except as provided in paragraph (b)(4) of this section, no insured nonmember mutual savings bank shall pay interest or dividends on any time deposit of less than $100,000 at a rate in excess of the applicable rate under the following schedule:

Maturity	Maximum percent per annum
90 days or more but less than 1 year	5¾
1 year or more but less than 30 months	6½
30 months or more	6¾

(4) *Time deposits of $1,000 or more with maturities of 4 years or more.* There is no maximum rate of interest presently prescribed on any time deposit of $1,000 or more with a maturity of 4 years or more.

(c) *Compounding interest.* In determining the maximum amount of interest or dividends permitted to be paid, the effects of compounding may be disregarded.

(d) *Grace periods in computing interest.* An insured nonmember mutual savings bank may pay interest or dividends on a deposit received during the first 10 calendar days of any calendar month at the applicable maximum rate prescribed in paragraph (b) of this section calculated from the first day of such calendar month until such deposit is withdrawn or otherwise ceases to constitute a deposit upon which interest or dividends are payable; and an insured nonmember mutual savings bank may pay interest or dividends on a deposit withdrawn during the last 3 business days of any calendar month ending a regular quarterly or semiannual or dividend period at the applicable maximum rate prescribed in paragraph (b) of this section calculated to the end of such calendar month.

(e) *Systematic savings account deposits in insured nonmember mutual savings banks in Massachusetts.* No insured nonmember mutual savings bank located in the Commonwealth of Massachusetts shall pay interest or dividends on any systematic savings account deposit, as defined in section 22B of chapter 168 of the General Laws of the Commonwealth of Massachusetts, at a rate in excess of the applicable rate under the following schedule:

Minimum period	Maximum percent per annum
48 months	5½
96 months	5¾

(f) *Time deposits.* The provisions of this Part 329 with respect to time deposits, except the provisions of § 329.6, shall apply to all such deposits in insured nonmember mutual savings banks.

(Sec. 9 18(g), 64 Stat. 881–82, Pub. L. No. 93–63, section 1 (July 6, 1973); 12 U.S.C. 1819, 1828(g))

4. The requirements of sections 553(b) and (d) of Title 5, United States Code, and §§ 302.1, 302.2, and 302.5 of the rules and regulations of the Federal Deposit Insurance Corporation, with respect to notice, public participation, and deferred effective date were not followed in connection with these amendments because they relieve existing restrictions and the Board found that notice and public procedure with respect thereto would be unnecessary and contrary to the public interest.

5. *Effective date.* The effective date of the amendments is July 1, 1973.

By order of the Board of Directors, July 24, 1973.

FEDERAL DEPOSIT INSURANCE CORPORATION,
[SEAL] ALAN R. MILLER,
Executive Secretary.

[FR Doc.73-15505 Filed 7-27-73;8:45 am]

[14] The maximum rates of interest payable by insured nonmember mutual savings banks as prescribed herein are not applicable to any deposit which is payable only at an office of an insured nonmember mutual savings bank located outside of the States of the United States and the District of Columbia.

Title 14—Aeronautics and Space

CHAPTER II—CIVIL AERONAUTICS BOARD

SUBCHAPTER A—ECONOMIC REGULATIONS

[Reg. ER-809, Amdt. 2]

PART 207—CHARTER TRIPS AND SPECIAL SERVICES

Protection of Customers' Deposits

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on July 16, 1973.

In notice of proposed rulemaking EDR-233,[1] the Board proposed to amend Parts 207, 208, 212 and 214 of its Economic Regulations (14 CFR Parts 207, 208, 212 and 214) so as to require certificated route air carriers, supplemental air carriers, and, to the extent that they operate charter trips originating in the United States, foreign route air carriers and foreign charter air carriers, to establish escrow agreements with banks as security protection for customers' deposits made with such carriers as advance payment for charter flights. By the terms of the escrow agreement, all amounts payable in advance by customers to the carrier for charter flights would be deposited and maintained by the bank in a separate escrow account. Escrowed funds would be released by the bank to the carrier only upon certification by the carrier that it had performed the one-way or round-trip charter flight with respect to which the charterer's advance payments were being held in escrow. If a charter flight were canceled, refunds from escrowed deposits would be paid by the bank directly to the charterer: *Provided, however,* That in the case of a split charter, refunds would be authorized only upon written notification from the carrier specifying the facts which warrant cancellation of the charter under the provisions of the Board's regulations applicable to the cancellation of split charters.

By way of background Part 208 of our regulations has for some years contained provisions[2] requiring supplemental carriers to provide security protection for at least a portion of customers' deposits received as advance payment for air transportation. This financial security requirement, which applies whenever the gross amount of customers' deposits exceeds 25 percent of the carrier's "net worth" (computed as of the last day of each month), may be satisfied either by furnishing a performance bond covering such excess amount, or by placing in escrow or trust with a bank, cash or negotiable securities equal to such excess amount, if the escrow or trust agreement is approved by the Board.

The circumstances surrounding a recent petition for reorganization filed by a supplemental carrier, led the Board to conclude tentatively that the "net worth" test prescribed by our regulations is an unreliable basis for determining whether the financial situation of a supplemental carrier is such that security measures should be required for the protection of the deposits of its customers. Although we recognized that other financial indicia might be substituted for the "net worth" standard, we tentatively determined that, in light of the instability that has plagued the supplemental industry in recent years, the safest regulatory approach to the problem would be to require *all* advance payments made by charterers to supplemental carriers to be escrowed, without allowing for a specified unprotected minimum. Moreover, we tentatively concluded that the same security protection should also be afforded for charters from the U.S. route

[1] October 7, 1972, 37 FR 21347 (Docket 24788).

[2] 14 CFR 208.40–42.

carriers, and for charters from foreign route air carries and foreign charter air carriers, insofar as they originate in the United States.

Pursuant to the rule making notice, 24 comments were filed, including: a joint comment by Overseas National Airways, Inc., Saturn Airways, Inc., Trans International Airlines, Inc., and World Airways, Inc. (Supplemental Parties); a joint comment by a number of member carriers of the Air Transport Association of America (the ATA carriers) [2] with individual supplementary comments by American, North Central and Pan American; and 19 individual comments, consisting of 11 by foreign route air carriers,[3] and one each by The Flying Tiger Line Inc. (FTL), Southern Airways, Inc. (Southern), Southern Air Transport, Inc. (SAT), Western Air Lines, Inc. (Western), Dan-Air Services Ltd. (Dan-Air), Club America, the American Insurance Association, Inc. (AIA), and the American Society of Travel Agents, Inc. (ASTA).

A number of parties, including the Supplemental Parties, support the general purpose of the rule, but urge us to adopt alternative measures in addition to that which we have tentatively proposed, to secure customers' deposits. Several parties urge exclusion of certain categories of charter services from the coverage of the proposed rule, while others request that application of the rule be extended to advance payments made by customers for certain types of scheduled services. All of the U.S. and foreign route carriers generally oppose the rule, principally on the legal ground that it is beyoud our regulatory authority.

Upon consideration of the comments, the Board has determined, for the reasons set forth hereinafter and in EDR–233, to adopt the rules as proposed, but with the following principal modifications:[4] (1) The rules will not apply to cargo chapters; (2) except for overseas military personnel charters, as defined in Part 372, the exclusion in the proposed rule for foreign-originating charters has been broadened to include U.S. air carriers, so that, with such exception, the rule will apply only to charter services which originate in the United States; (3) consistent with the requirement for U.S. air carriers, foreign air carriers will be required to provide security for the performance of overseas military personnel charters originating in either the United States or in a foreign country; (4) the carrier may elect to file, either a prescribed surety bond or the escrow agreement which was the only security arrangement provided for in our proposed rules; and (5) the rule will permit the chartering carrier to obtain from the depository bank the release of a portion of the escrowed funds as payment for the performance of the outbound leg of a round-trip charter flight, instead of requiring that release of all such funds (along with the funds held with respect to the return segment) be postponed until after the carrier has completed the return leg of such flight, as originally proposed. Except as modified herein, the tentative findings set forth in the explanatory statement to the proposed rules are incorporated by reference and made final.

Before discussing the comments on the various specific proposals set forth in EDR–233, we shall dispose of certain legal and policy issues raised by the commenting parties.

Application of the proposed security requirements to charter services of the U.S. certificated route air carriers and charter services orginating in the United States performed by foreign route air carriers and foreign charter air carriers. The comments of the U.S. and foreign route carriers generally contend that the Board is without regulatory authority to impose security requirements on classes of direct air carriers other than supplemental air carriers and that, in any event, the proposed escrow requirements would impose needlessly onerous financial and administrative burdens on route carriers without achieving any significant regulatory objectives. As we have already stated above, we have decided to make various changes in our original proposal which should in themselves substantially reduce the burdens which would have been entailed by compliance with the proposed security requirements herein prescribed. However, for the reasons discussed hereinbelow, we reject the legal and policy arguments submitted against the proposed rule, insofar as they would be equally applicable to our modified rule.

Legal considerations. The contention that the Board lacks legal authority to apply the subject rules to U.S. and foreign route carriers rests on three arguments.

1. Section 401(n)(2) of the Act expressly authorizes the Board to require any supplemental air carrier to file a performance bond or equivalent security arrangement in order to protect its customers, but the Board has no similar express statutory authority with respect to its regulation of the domestic and international route carriers. It is therefore argued that the failure of Congress to grant such express regulatory authority with respect to carriers other than supplementals clearly indicates that Congress did not intend for the Board to exercise such authority.

We are unable to accept this argument. To begin with, the 1962 amendments to the Act,[6] which added the cited section, were concerned only with regularizing the status of supplemental carriers and assuring their ability to provide safe and reliable air transportation services. In considering the then pending supplemental air carrier legislation, Congress was faced with the difficult problem of providing adequate authority to the Board to screen out unfit supplemental operators from those to which it would be empowered, through the passage of such legislation, to grant permanent certificate rights. The problem arose because, prior to 1962, the scope of the Board's regulatory authority and responsibility with respect to this class of carrier had been largely unclear, particularly with respect to such important matters as the type of services which they could be authorized to perform, the standards of fitness and financial responsibility to be applied to such carriers, and the Board's authority to revoke their operating rights once granted. In addition, the Board had not promulgated any rules requiring such carriers to furnish liability insurance or performance bonds for the protection of the traveling and shipping public. As a result, a number of supplemental carriers had from time to time engaged in flagrantly unsafe and uneconomic practices, to the detriment of the public and to the reputation of the supplemental industry which had on the whole been recognized as providing a valuable public service. Congress therefore added certain provisions, including those of section 401(n)(2), to remove any doubt as to the Board's authority to safeguard the public against these practices.[7] In sum, our reading of the legislative history of these 1962 amendments indicates no more than that Congress intended to direct the Board, in some instances, and to grant the Board explicit discretionary authority, in other instances, to provide for the safety and financial integrity of supplemental carriers. In so focusing on the Board's powers and duties with respect to supplemental carriers, we do not believe Congress intended to imply any curtailment of the Board's preexisting rulemaking powers to regulate the activities of other classes of direct air carriers.

2. Secondly, it is argued that, in the absence of express authority, we cannot rely on our general regulatory authority under the Act to extend the subject requirements to route carriers. We do not agree. On the contrary, it is our view that,

[2] Alaska Airlines, Inc., Allegheny Airlines, Inc., Aloha Airlines, Inc., American Airlines, Inc., Braniff Airways, Inc., Delta Air Lines, Inc., Eastern Air Lines, Inc., Hawaiian Airlines, Inc., National Airlines, Inc., North Central Airlines, Inc., Northwest Airlines, Inc., Pan American World Airways, Inc., Texas International Airlines, Inc., Trans World Airlines, Inc. and United Air Lines, Inc.

[3] Alitalia Airlines (Alitalia), Aerlinte Eireann Teorante (Irish International Airlines (IIA)), Air Canada, British Caledonian Airways Limited (BCAL), El Al Israel Airlines Limited (El Al), KLM Royal Dutch Airlines (KLM), Lan-Chile Airlines (LAN), Lufthansa German Airlines (Lufthansa), Scandinavian Airlines System (SAS), Sabena Belgian World Airlines (Sabena), and Swiss Air Transport Company (Swissair).

[4] The amendments to Parts 208, 212 and 214, are contained in ER–810, ER–811, and ER–812, respectively, published contemporaneously herewith. In OR–76, also published contemporaneously herewith, we are appropriately expanding the delegated authority of the Director, Bureau of Operating Rights, to approve or disapprove escrow agreements filed under any of these rules.

[6] P.L. 87–528, July 10, 1962.

[7] 108 Cong. Rec. 11426 (June 29, 1962—Statement of Senator Cotton).

in the absence of any express or reasonably implied statutory prohibition against imposition of our security requirements on such class of carriers, we have ample general authority to do so. We rely principally on the broad authority[8] granted to the Board by section 204 (a) of the Act "to make * * * such general or special * * * regulations * * * pursuant to and consistent with the provisions of, and to exercise and perform its powers and duties under this Act." In addition, under section 401(e)(1) of the Act, and in each certificate of public convenience and necessity issued by the Board, we are empowered to impose such reasonable terms, conditions and limitations as the public interest may require. Moreover, since the subject rules apply only to the charter activities of route carriers, we rely also upon our special rule making authority under section 401(e)(6) which permits such carriers to perform charter services "under regulations prescribed by the Board." The foregoing powers, interpreted in the light of our broad mandate under sections 102 (b) and (c) of the Act, to "foster sound economic conditions" in air transportation and to promote "adequate, economical and efficient service" by air carriers afford ample legal authority for the Board to require certificated route air carriers to provide security for advance payments made by users of their charter services.

Similarly, with respect to foreign air carriers, under section 402(e) of the Act, and in each foreign air carrier permit issued by the Board, we are empowered to impose such reasonable terms, conditions and limitations as the public interest may require. These broad powers, in conjunction with section 204(a) and the broad public interest standards embodied in section 102 of the Act, provide ample authority for the Board to impose on foreign air carriers, as a condition to their permit authority, effective standards of financial responsibility for the protection of that segment of the public which prefers to patronize their charter services.[9]

3. The third argument questions the legality of these rules from the standpoint of their reasonableness, since, we are told by various of the route U.S. and foreign carriers, that there are absolutely no facts or circumstances which would support a finding by the Board that the public interest requires the within security provisions to be imposed on classes of direct air carriers other than supplemental carriers. This argument might have had considerable force a decade ago, when the amount of charter business performed by route carriers was quite negligible. However, as discussed below, today charter services have achieved a degree of such significance to the entire air transportation industry that we can no longer find it in the public interest to treat supplemental air carriers and route air carriers on a basis other than one of equality with respect to requiring protection of their charter customers' advance deposits.

We start with the proposition, undisputed in this proceeding, that large-scale chartering is a relatively risky form of air carrier operation. Historically the charter business has been highly competitive, with numerous carriers, both U.S. and foreign, competing vigorously on a price and service basis for the available traffic. Moreover, charter operations involve the making of large advance commitments by the carrier, the profitable performance of which depends upon the development of a pattern of back-to-back operations, so that uncompensated ferry flights may be kept at a minimum. In light of these risk factors, it is clear that we are warranted in providing for special protection for charter deposits, which are typically substantial in amount and are held for a considerable period of time by the carrier before the charter flight is operated.[10] Although historically charter services have constituted but a small fragment of the total annual revenue passenger miles operated by the route airlines (U.S. and foreign) the dramatic growth in the overall charter market in recent years makes it reasonable to expect the regular route operators to devote increasingly substantial portions of their operating equipment to the carriage of charter traffic. This increase in scheduled carriers' charter activity will also increase the overall risk of the carriers' charter operations, and therefore warrants the uniform application of our rule to route as well as supplemental air carriers.

We cannot accept the blanket assertion by the route carriers that their financial structures are so stable that the public will never need protection of charter deposits paid to them.[11] Just as there are varying degrees of financial stability among the supplemental carriers, so too are there differences in the relative financial strengths of the route carriers—even including those foreign carriers who are controlled by their respective governments. Although, as we noted in EDR–233, no route air carrier which engages in substantial charter operations has become insolvent, there have been sizable deficits sustained over the past several years by a number of scheduled carriers, including trunkline carriers, to a degree which has impaired their ability to obtain risk capital through conventional lending channels. While we do not mean to suggest that we are aware of any cause for alarm with respect to the present financial status of any route carrier, we need not sit idly by and await the consequence of an actual bankruptcy among route carriers before requiring this class of carriers to take measures to protect their charter customers' deposits.

Furthermore, when viewed from the public's standpoint, the reasons for applying the within security requirements uniformly to all classes of direct air carriers become overriding. Not only, as our foregoing discussion makes clear, are the public's advance payments entitled to protection, no matter which class of carrier they choose to patronize with their charter business, but uniform standards of financial security will avoid confusion in the minds of the public as to the Board's regulatory requirements in this area, thus facilitating the purchase of charter transportation by the public. The existence of uniform rules will also assist the operations of travel agents, through whom a substantial volume of charter transportation is sold. Moreover, on the basis of our experience, we anticipate that it will be easier to enforce our charter regulations regarding the provision of security for advance payments if all classes of direct air carriers must comply with the same rules.

Policy considerations. As indicated, the route carriers also object to their inclusion in the coverage of the proposed rule on policy grounds. They state, inter alia, that the proposed escrow procedure will require carriers to incur the substantial additional costs associated with: (1) Creation and use of escrow accounts; (2) administration of such accounts; (3) deprivation of escrowed funds which could otherwise have been used by the carrier in its business operations or for investment purposes; and (4) compliance with the reporting requirements applicable to such procedure. For example, American estimates that, based on an expected depository bank's service charge of $50 per charter trip, the 1973 costs to American of the escrow will approach $75,000 in terms of bank service charges alone. American also anticipates an additional loss of approximately $84,000 annually in terms of the value of the unavailable escrowed funds.[12]

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[8] American Airlines, Inc. v. C.A.B., 359 F.2d 624 (D.C. Cir. 1966).

[9] We reject as wholly untenable Lufthansa's contention that the Board has no authority to treat foreign air carriers as a class for the purposes of rule making. It is well established that when dealing with classes of carriers, as opposed to individual carriers, we may appropriately use rule making procedures for the purpose of regulating carrier operations within the scope of their licenses (American Airlines Inc. v. C.A.B., *supra*).

[10] Contrary to the position advanced by BCAL, Southern and several other parties, these risk factors are sufficient to differentiate charter from individually ticketed service and, therefore, we are warranted in according different regulatory treatment to charter and individually ticketed passengers with respect to application of the within security requirements.

[11] Following this argument to its logical conclusion would mean that the Board should exclude World and the other large supplemental carriers from the coverage of the rule, yet no party—including the large supplementals themselves—have suggested that we pursue this course of action with respect to application of our financial security requirements.

[12] Despite American's assumption that it will lose all the earning value of money in escrowed accounts, it should be noted that neither our proposed rule nor the final rule would preclude the carrier and the bank from including in the escrow agreement a provision which will permit the carrier to receive the interest income earned on the funds maintained in the escrow account. By the same token, this "cost" is not entirely "additional" to the bank's service charge, since our experience with escrow arrangements indicates that at least some banks make no service charge, accepting as their compensation the interest-free use of the escrowed funds.

We do not believe that our escrow requirement will prove to be unduly burdensome, either from a cost or administrative standpoint.[13] First, even accepting the cost projected by American as representative of the average annual escrow costs which would be incurred by a major trunkline, this figure is not so substantial, in relation to the anticipated annual charter revenues of such carrier, as to be seriously considered as an "undue burden."[14] Second, our experience is that much of the administrative cost to the carriers in connection with escrow accounts would represent one-time expenses associated with revising internal accounting procedures to reflect the current status of escrowed accounts maintained by a depository bank.[15] Once these procedures have been established, the carrier's average annual administrative costs attributable to the escrow account should be quite modest. Moreover, by liberalizing the proposed restrictions on the release of escrowed funds with respect to round-trip charters, the final rule will further reduce the burden entailed by escrow arrangements.[16] In any event, the burden involved in providing the security required by our rules will be borne ultimately by the public, rather than the carriers, since there is no reason to believe that the Board would not permit carriers to pass along to their customers, in the form of higher charter rates,[17] the costs of furnishing escrows and surety bonds.

Lufthansa, Swissair and KLM argue that imposition of the proposed requirement on foreign air carriers would be an open invitation to foreign governments to prescribe similar, or perhaps even more stringent, security requirements with respect to advance payments for charters originating in their countries, and that this possible proliferation of varying security requirements would be detrimental to all international carriers. The short answer is that our rules are obviously designed primarily to protect U.S. citizens against loss of their charter deposits, and we would not object if one or more foreign governments might desire to adopt similar methods for the primary purpose of protecting their citizens with respect to charters originating in their respective countries.

We next discuss the specific proposals of EDR–233, the comments received thereon, and our findings and conclusions with respect to each of these proposals.

Coverage. Our proposal contemplated security protection for advance payments to carriers for all categories of charter services authorized by our regulations. As hereinbelow discussed, we have received some comments which urge contraction of the rule so as to exclude certain types of charter services, and others which request expansion of the rule so as to include particular types of individually ticketed services performed by scheduled carriers.

1. *Cargo charters.* As indicated above, we have modified the proposed rule so as to render it inapplicable to cargo charters. Advance deposits for cargo charter services, like those for individually ticketed services, are usually received by the carrier very shortly before flight departure, so that there is little opportunity for the carrier to dissipate such funds. Moreover, it is reasonable to expect, as FTL contends, that the class of charterers affected by this exclusion will mostly be comprised of sophisticated business operators who are able to protect themselves against loss of their advance payments.

2. *Foreign-originating charters.* As also indicated above, we are modifying our rule so as to (1) exclude foreign-originating charters performed by U.S. air carriers except insofar as such charters are performed for overseas military personnel pursuant to the provisions of Part 372, and (2) require foreign air carriers to secure deposits which they receive for the performance of overseas military personnel charters whether U.S.- or foreign-originating. Upon further consideration of our proposed rule, we have determined to apply these rules in a manner which will more consistently evidence our intention to deal primarily with the protection of U.S. citizens, rather than foreign citizens. Thus there is no more reason to require our own carriers to follow these rules than do foreign air carriers, to the extent that they operate charters originating in foreign lands. By the same token, since the participants in overseas military personnel charters are for the most part American citizens, and their dependents, this particular type of foreign-originated charter should come within the rule's protection, regardless of the nationality of the direct air carrier performing the flight. However, since the requirement that foreign air carriers provide security for foreign-originating overseas military personnel charters was not proposed in EDR–233, but does impose an additional administrative burden on such carriers, we shall allow petitions for reconsideration of this amendment to §§ 212.15 and 214.9c, respectively. Twelve (12) copies of such petitions shall be filed with the Docket Section, Civil Aeronautics Board, Washington, D.C. 20428 on or before August 20, 1973. Copies of any petition filed will be available for inspection by interested persons in the Docket Section. The filing of petitions shall not operate to stay the effective date of the within rules.

3. *Charters other than "affinity" charters.* We are not persuaded to modify the rule so as to limit its application only to "affinity" charters, as urged by BCAL and Dan-Air. Their argument is grounded on the assumption that the surety bond and bond/escrow security arrangements which our existing regulations prescribe with respect to charters for overseas military personnel, travel groups, study groups and inclusive tour groups, respectively,[18] adequately protect prospective participants in any one of these classes of charters. However, the argument is largely irrelevant, since our existing rules protect advance payments made to the various indirect air carriers,[19] while the instant rule is designed to protect advance payments made to the direct carriers.[20]

This additional protection for charter participants is necessary. In the case of a travel group charter, once the funds are paid over to the direct air carrier by the charter organizer (or his depository bank), the organizer's responsibility for the funds would clearly appear to be supplanted by the sole responsibility of the direct carrier. And even if, under our other special charter rules, the charter operator might continue to have the legal obligation to fulfill his contract with his customers for air transportation, regardless of the bankruptcy or defalcation of a direct air carrier to whom advance payments have been duly made by the operator (or his depository bank), such eventuality would obviously—as a practical matter—jeopardize ultimate recovery of advance payments by passengers, to say nothing of their travel plans.

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[13] Of course, in view of our modification of the proposal any carrier which finds escrowing unsuited to its operation may utilize a surety bond as security for advance charter deposits.

[14] For example, the cost figures cited by American represent less than 1% of that carrier's total charter revenues for the 12-month period ended September 30, 1972.

[15] Western's concern that the escrow provision will require carriers to establish and file with the Board a separate escrow agreement with respect to each charter flight performed by the carrier is not well founded. If it so desires, a carrier may comply with the escrow requirement by establishing, with a depository bank, only one escrow agreement covering deposits received for all charter flights to be performed by the carrier during the term of the agreement.

[16] It should be noted that the escrow requirement should have no effect whatsoever on the working capital ratio of the carriers reflected in their filed balance sheets. Thus, while it is true that the charterer's deposit is not regarded as an asset since it is not earned by the carrier until the transportation for which it is made is actually performed, by the same token there is no liability (i.e., unearned transportation revenue) relating to such deposit.

[17] For similar reasons, and for those on which we based our rejection of contentions grounded on the alleged illegality of applying our rules to route air carriers, we reject North Central's request to exclude local service carriers from coverage of the within security requirements.

[18] Parts 372, 372a, 373 and 378, respectively, of our Special Regulations.

[19] Operators of charters for overseas military personnel, study groups and inclusive tour groups, as well as organizers of travel group charters, are all regulated by the Board as "indirect" air carriers, within the meaning of section 101(3) of the Act.

[20] We reject in this connection ASTA's suggestion to require the charterer to draw a check or money order payable to the depository bank in an amount equal to that which it received from the prospective charter passenger since it would obviously be of little, if any, value in furthering the abovementioned objective.

4. *Transborder charter operations.* Nor are we persuaded to adopt Air Canada's suggestion to exclude from the coverage of our rule charter operations performed exclusively between the United States and Canada merely because such operations are exempt from comparable regulations of the Canadian Air Transport Commission. In this instance, reciprocity would not be compatible with our regulatory objective of achieving the maximum degree of uniformity with respect to protection of charterers' advance payments. We also note that the impact of our rule on transborder charter services should be moderate, since most of these operations originate in Canada and, with one exception,[21] our rule covers only those charter trips which originate in the United States.

5. *Application to certain scheduled services.* The Supplemental Parties urge application of the proposed rule also to deposits made as advance payments for the price of certain types of scheduled "bulk air transportation services" *e.g.*, group inclusive tour (GIT) transportation performed by scheduled carriers at special discount fares. Failure to so extend the rules, it is alleged, would result in an unjust discrimination against the users of scheduled services and would place charter services at a disadvantage vis-a-vis competing forms of lower cost scheduled service which are also conditioned upon substantial advance payments.

We are not persuaded that advance payments currently being made for scheduled services must be protected by the same security measures which we are adopting with respect to charter services. To the extent that the Supplemental Parties' contentions are grounded on the argument that there is no justification for according different regulatory treatment to charter passengers than to certain classes of scheduled passengers, with respect to application of our security requirements, we refer to what we have said earlier at p. 9 (footnote 9) in rejecting a similar argument. As to their conclusory contention that the increase in carrier costs which will be involved in bonding or escrowing customers' deposits will materially affect the competitive relationship between charter services and otherwise comparable low-cost scheduled services, we are not aware of any factual support for this fear; on the contrary, as we pointed out earlier, the actual cost to the carriers of affording this security to customers' charter deposits should be too insignificant to constitute a competitive factor.

6. *Alternative security arrangements.* Our proposal provided only for the use of an escrow arrangement in securing advance payments to direct air carriers, even though all of our existing security provisions for advance payment to indirect air carriers and to supplemental air carriers permit the alternative use of a peformance bond. A number of parties which support the general purpose of the rule have urged us to provide for this alternative security measure in our final rule, arguing, variously: that the proposed escrow provision is fraught with legal and administrative difficulties inasmuch as it is not at all clear that banks would actually refund escrowed funds to charterers immediately after a carrier has filed a petition in bankruptcy; that a surety bond provides better protection for customers' advance payments than does an escrow arrangement, since a depository bank is only responsible for funds actually deposited in the escrow account whereas the scope of the surety's liability is not so limited; and the fact that some carriers might have practical difficulty in obtaining a bond is no reason to legally preclude the use of bonds by carriers which can obtain them.

As indicated above, we have reconsidered this aspect of our proposal and shall permit the filing of a surety bond as an alternative to the proposed escrow arrangement. However, since the bond must secure all advance charter payments, we will not permit the surety's liability thereunder to be limited to a specified maximum amount. Moreover, we are prescribing a standard form of surety bond, adapted from the form of bond which we presently prescribe for use in connection with indirect air carriers.[22] Since a surety bond alternative was not proposed in EDR-233, we shall allow petitions for reconsideration of the within rule insofar as it modifies the existing bond provision in § 208.41 of this chapter and adds provisions to new §§ 207.17, 212.15 and 214.9c, respectively, of this chapter. Even though the availability of this additional alternative imposes no burden beyond that which we proposed, we believe that interested parties should be given the opportunity to focus on this alternative and submit their comments on its specific features. The procedures for filing such petitions are set forth at p. 17, supra.

On the other hand, we are not persuaded to withdraw the proposed escrow provision and substitute instead only a surety bond requirement, since we reject contentions of the alleged ineffectiveness of escrow arrangements. It appears free of legal doubt[23] that a trustee of a bankrupt carrier's estate would not be entitled to receive advance deposits of charterers which are being held in escrow by a depository bank, since these funds would not be a part of the bankrupt's estate.[24] Moreover, while we recognize that practical problems may arise in connection with administering escrows—*e.g.*, a reluctance on the part of some financial institutions to make prompt refund of escrowed funds after a carrier has become bankrupt—the possibility of such problems affords no convincing basis for abandoning our proposed escrow provision, particularly since similar practical problems may well arise in connection with any security arrangement.

Finally, we have determined to permit only escrows and surety bonds as the two alternative methods of safeguarding customers' deposits. The comments have proposed various other means of providing security, such as: (1) Establishment of a bank guarantee agreement;[25] (2) provision of a standing deposit, the minimum amount of which would be based on the carrier's historic experience in charter activity;[26] and (3) retention (and extension to all classes of direct air carriers) of the financial security requirements currently embodied in Part 208, but with substitution of other financial criteria in lieu of "net worth"—e.g., the ratio of current tangible assets to current liabilities—in order to determine more precisely the point at which a carrier should take action to protect its customer's deposits.[27] While it may well be that additional alternative security measures are deserving of further study, we believe that it would be inappropriate in this proceeding to authorize the use of security arrangements other than those two which our various charter rules presently prescribe as the only alternative methods which may be used to protect customers' deposits.[28] However, we are prepared to

[21] Foreign-originating overseas military personnel charters.

[22] We are also modifying the proposed rules by adding a provision to the effect that a carrier shall not accept any advance charter payments unless such amounts are protected by one or the other of the alternative security measures we are prescribing herein. Although the proposed rule prohibits the performance of any charter trips unless the carrier has complied with the prescribed security requirement, this additional provision is necessary to insure that the prescribed security arrangements are in effect not only when the carrier performs the charter trip but also at the time he collects advance charter payments. By the same token, if for any reason a carrier's surety bond should be canceled, such provision will become operative to insure that he collects no further charter payments unless and until he makes appropriate substitute security arrangements.

[23] See, *e.g.*, Gulf Petroleum S.A. v. Collazo, 316 F. 2d 257, 261 (First Cir., 1963) Stickney v. General Electric Co. 44 F. 2d 362 (Fourth Cir., 1930), and Hanson v. Mead Haskell Co., 40 Cal. App. 2d 815, 100 P. 2d 1117 (1940).

[24] BCAL's assertions to the contrary appear to be based on its experience with problems which have arisen with escrow arrangements under various provisions of British and Canadian receivership law.

[25] BCAL and the Supplemental Parties.

[26] Western.

[27] Western.

[28] We also reject BCAL's request to eliminate our escrow requirement insofar as it would apply to foreign charter carriers and substitute instead a "fitness" standard for such carriers to insure that they maintain a reasonable level of financial stability. In addition, since it has traditionally been the Board's policy to interfere as little as possible in the day-to-day operations of individual carriers, we believe it is more desirable to adopt a rule of general applicability which will be self-executing as to foreign charter operators (and to all other classes

entertain requests for a waiver of our various security requirements, including those herein prescribed, upon a proper showing that a particular alternative security arrangement would afford to the public a measure of financial protection at least as adequate as that which is provided by the arrangements prescribed by our regulations.

Technical proposals relative to escrow agreements. 1. Our proposal contemplated that advance charter payments would be made directly to the carrier's depository bank.[20] In turn, the depository bank would be required to maintain a separate accounting for each charter flight with respect to which such advance payments had been received for escrow. The Supplemental Parties request modification of the rule so as: (1) To permit advance payments to be made directly to the carrier, such remittances in turn to be deposited in the escrow account within 5 days of their receipt by the carriers; and (2) to eliminate the separate accounting requirement for depository banks. In their view, the maintenance of a separate accounting for each flight in a large scale charter program will be a laborious process even for the largest banks, since the bank must record the source of all funds on a flight-by-flight basis in order to make payments and refunds. They further argue that such process would be duplicative of the accounting functions of the carriers which would also have to continue to maintain administrative control over the flow of deposits into and out of the depository account.

We shall not make the modifications requested.[20] To permit advance charter payments to be made payable directly to the carrier would obviously undermine the Board's objective of assuring, to the extent feasible, that such payments be deposited in the escrow account where they will be protected against insolvencies or defalcations by the chartering carriers.

By the same token, we shall adhere to our proposal to require banks to maintain a separate accounting for each charter flight. We note that such separate accounting requirement is adapted from the existing parallel requirement in our various special charter rules for banks acting as escrow holders for advance payments made by customers of indirect air carriers of passengers under Parts 372, 372a, 373 or 378 of this chapter. In our experience with these special charter rules we have not been made aware that banks have found adherence to this requirement to be unduly burdensome and we have no factual basis for concluding that banks will encounter any significant difficulty in complying with the same requirement under the instant rule. Moreover, to the extent that there may be some duplication between the accounting functions performed by the carrier and the depository bank, respectively, we believe that such duplication is not necessarily undesirable, since it enables verification to be made of the consistency of the data recorded on the books of the carrier and the bank, respectively, with respect to the flow of funds into and out of the escrow account.

2. Our proposal contemplated that where the charter transportation to be performed by the carrier is sold through a travel agent, the agent would be permitted to deduct his commission on the sale and remit the balance to the depository bank. Alleging that this procedure would not protect the public's advance payments against defalcations or insolvencies of travel agents. Lufthansa and several other parties urge modification of the rule so as to prohibit the agent from receiving his commission until after such transportation has been performed.

We find this contention unpersuasive, and, accordingly, will adopt the rule as proposed. To begin with, our rule is intended to protect the public's advance payments against the financial collapse of a direct air carrier rather than to deal with the problem of defalcations or insolvencies of travel agents. Furthmore, under our charter regulations and established judicial precedent, payment to the travel agent is deemed payment to the carrier so that loss of any portion of such funds in the hands of the agent would not affect the carrier's contractual obligation to provide air transportation for the customers who had made payment to the carrier's agent. While, as Lufthansa points out, the carrier could thus be left unprotected against its agent's bankruptcy or defalcation, that is a risk assumed by a carrier which chooses to permit its agents to deduct commissions or otherwise withhold funds belonging to the carrier; it is not a risk created or required by our rule. On the other hand, adoption of the suggested modification, so as legally preclude deduction of commissions, would run directly counter to a well-established industry practice and would create difficult problems of enforcement.

3. We have adopted the suggestion of the Supplemental Parties and several foreign carriers to permit the depository bank to release a portion of the escrowed funds to the chartering carrier following performance of the outbound leg of a round-trip charter flight, instead of prohibiting the release of any part of escrowed advance payments for a round-trip charter flight until after the carrier had completed the entire flight, including the return leg, as originally proposed. Upon further consideration, it appears that our proposal would have been unduly restrictive, since once the chartering carrier has performed the outbound leg of a round-trip charter there is clearly no risk of default by the carrier with respect to that portion of the charter trip. Accordingly, we are modifying § 207.17 (a)(2), and the parallel provisions of Parts 208, 212 and 214, to incorporate this proposal.

4. Consistent with the escrow provisions in Parts 372, 372a, 373 and 378, our proposed rule contained no provision for foreign banks to act as escrow holders. Lufthansa objects to this omission on the grounds that foreign air carriers should not be required to deal with only U.S. banks, which may have different requirements and different methods of operation than foreign banks and which may be unenthusiastic about accommodating foreign carriers. Also, it is said, foreign governments are likely to resist a rule which requires their citizens to deposit in U.S. banks funds which might otherwise be functioning in their own economies.

We adhere to our tentative view that only U.S. banks should be used for the purposes of the escrow requirements prescribed herein.[21] Since the charter participants whose advance payments are safeguarded under our rule will be American citizens primarily, we think it is appropriate that the utilized banks should be subject to the regulatory supervision of U.S. agencies, in the event that a controversy arises between U.S. citizens and the depository bank.[22] Furthermore, we are not persuaded by the conclusory assertion that foreign carriers may experience some difficulty in establishing depository accounts with U.S. banking institutions or that the rule may be objectionable to foreign governments. In this connection we note that no other foreign carrier has stated that it expects to encounter difficulty in this regard, and we have no reason to believe that Lufthansa's allegations are tenable, since, as we repeat, our rule is primarily designed

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of direct air carriers) rather than to monitor the daily financial operations of such carriers, as BCAL suggests.

BCAL also suggests that the Board institute an expedited investigation of transatlantic charter rates, the existing levels of which, it asserts, are the principal cause of the present financial instability of the international charter-only carriers. This proposal is clearly outside the scope of the instant proceeding.

[20] However, travel agents would be permitted to deduct their commissions before remitting the balance to the bank, as discussed below.

[20] However, we have modified the rule so as to make it clear that the charterer may be required by the carrier to send his check or money order (payable to the depository bank designated in the charter contract) to the carrier for remittance to the bank, thereagreement without detracting from the esagreement without detracting, from the essential purpose of the rule.

[21] The within rule requires that the escrowee bank be a bank, savings and loan association, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

[22] We note that the Board used this very same rationale as a basis for declining to permit foreign banks to act as escrow holders or depositories for payments made by customers of overseas military personnel charters under Part 372, as recently issued (SPR-54, June 3, 1972).

to protect U.S. citizens who are passengers on U.S.-originating charters.[33]

5. The final rule, like the proposed rule, does not retain the provision in Part 208 under which a carrier has been allowed to escrow an equivalent amount of negotiable securities, instead of cash, as protection for its customers' advance payments. Although the Supplemental Parties urge retention of this alternative, they have proffered no arguments or other matter to refute the grounds[34] upon which we based our tentative determination to eliminate said provision, and so we adhere to that determination.

Effective date. We have determined to make these amendments effective September 1, 1973, so that, except for those charter services which are specifically excluded from our rules, all amounts payable to a carrier as advance payment for charter trips to be performed pursuant to contracts entered into on and after said date must be secured by an escrow arrangement or surety bond in accordance with the requirements for escrow and bonds prescribed herein. We are allowing this substantial lead time to afford carriers a reasonable opportunity to establish escrow accounts or obtain surety bonds, as the case may be, and to revise their accounting and other internal procedures to reflect the establishment of such security arrangements. Moreover, in making these requirements applicable only to advance deposits for charter flights to be performed pursuant to contracts made after the elapsed lead time, rather than to make these requirements applicable to all charter deposits made thereafter, regardless of when the charter contract was made, we shall avoid what would be in effect a retroactive application of a new requirement to a previously made arrangement. Such retroactive application could result in imposing a serious financial burden on the carriers to the extent that they would be required to absorb additional costs attributable to securing advance payments on charters negotiated without consideration of such costs.

In consideration of the foregoing the Civil Aeronautics Board hereby amends Part 207 of the Economic Regulations (14 CFR Part 207) effective September 1, 1973, as follows:

[33] We do not agree with Air Canada's assertion that the rule might require a carrier to establish escrow accounts in each city to which it provides charter service for the convenience of charterers and travel agents. To the contrary, given the present capabilities of the centralized accounting procedures of banks, a carrier should be able to establish a single escrow account with one American bank to which all advance payments for charters would be mailed for deposit in said escrow account.

[34] Among other things, we tentatively concluded that the provision has been rarely used and is cumbersome, inasmuch as it entails the considerable policing problem of ascertaining that the fluctuating market value of the securities is in fact "equivalent" at all times to the cash which should be escrowed.

1. Amend the Table of Contents by adding new §§ 207.17 and 207.18 under Subpart A—General Provisions, the table as amended to read in pertinent part as follows:

Sec.
207.17 Protection of customers' deposits.
207.18 Reporting requirements.

2. Amend § 207.4a to read as follows:

§ 207.4a Written contracts with charterers.

(a) Every agreement to perform a charter trip, except charters for the Department of Defense, shall be in writing and signed by an authorized representative of the air carrier and the charterer prior to operation of a charter flight: *Provided*, That where execution of a contract prior to commencement of flight is impracticable because the charter has been arranged on short notice, compliance with the provision hereof shall be effected within seven (7) days after commencement of the flight. The written agreement shall include, without limitation:

(1) Date and place of execution of the contract or agreement;

(2) Signature, printed or typed name of each signatory, and official position of each;

(3) Dates of flights and points involved;

(4) Type and capacity of aircraft: Number of passenger seats available or pounds of cargo capacity;

(5) Rates, fares, and charges applicable to the charter trip, including the charter price, live and ferry mileage charges, and layover and other nonflight charges; and

(6) The name and address of either the surety whose bond secures advance charter payments received by the carrier or of the carrier's depository bank to which checks or money orders for advance charter payments are to be made payable as escrow holder, pending completion of the charter trip.

(7) A statement that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip (see § 207.17(e)).

(b) No term or condition of the charter contract shall, on its face, be inconsistent with any provision of the carrier's published tariff.

3. Amend § 207.13(b) to read as follows:

§ 207.13 Terms of service.

* * * * *

(b) The carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, or the posting of a satisfactory bond for full payment, prior to the commencement of any portion of the air transportation: *Provided, however*, That in the case of a charter for less than the entire capacity of an aircraft pursuant to § 207.11(c), the carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, not less than 30 days prior to the commencement of any portion of the transportation, and such payment shall not be refundable unless the charter is canceled by the carrier or unless the carrier accepts a substitute charterer for one which has canceled a charter, in which case the amount paid by the latter shall be refunded. For the purpose of this paragraph payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the carrier.

* * * * *

4. Add new §§ 207.17 and 207.18 to read as follows:

§ 207.17 Protection of customers' deposits.

(a) Except as provided in paragraph (c) of this section, no air carrier shall perform any charter trip (over than a cargo charter trip) originating in the United States or any overseas military personnel charter trip, as defined in Part 372 of this chapter, nor shall such air carrier accept any advance payment in connection with any such charter trip, unless there is on file with the Board a copy of a currently effective agreement made between said carrier and a designated bank, by the terms of which all sums payable in advance to the carrier by charterers, in connection with such charter trip to be performed by said carrier, shall be deposited with and maintained by the bank, as escrow holder, the agreement to be subject to the following conditions:

(1) The charterer (or its agent) shall pay the carrier either by check or money order made payable to the depository bank. Such check or money order and any cash received by the carrier from a charterer (or his agent) shall be deposited in, or mailed to, the bank no later than the close of the business day following the receipt of the check or money order or the cash, along with a statement showing the name and address of the charterer (or his agent): *Provided, however*, That where the charter transportation to be performed by a carrier is sold through a travel agent, the agent may be authorized by the carrier to deduct his commission and remit the balance of the advance payment to the carrier either by check or money order made payable to the designated bank.

(2) The bank shall pay over to the carrier escrowed funds with respect to a specific charter only after the carrier has certified in writing to the bank that such charter has been completed: *Provided, however*, That the bank may be required by the terms of the agreement to pay over to the carrier, upon the latter's written certification that the outbound segment of a round-trip charter has been completed, a specified portion of such

escrowed funds representing the amount of the charter price allocable to such segment.

(3) Refunds to a charterer from sums in the escrow account shall be paid directly to such charterer or its assigns. Upon written certification from the carrier that a charter has been canceled, the bank shall turn over directly to the charterer or its assigns all escrowed sums (less any cancellation penalties, as provided in the charter contract) which the bank holds with respect to such canceled charter: *Provided, however,* That, in the case of a charter for less than the entire capacity of an aircraft (see § 207.11(c)) escrowed funds shall be turned over to a charterer or its assigns only if the carrier's written certification of cancellation of such charter includes a specific representation that either the charter has been canceled by the carrier or, if the charter has been canceled by the charterer, that the carrier has accepted a substitute charterer.

(4) The bank shall maintain a separate accounting for each charter flight.

(5) As used in this section the term "bank" means a bank, savings and loan institution, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

(b) The escrow agreement required under paragraph (a) shall not be effective until approved by the Board. Claims against the escrow may be made only with respect to nonperformance of air transportation.

(c) The carrier may elect, in lieu of furnishing an escrow agreement pursuant to paragraph (a) of this section, to furnish and file with the Board a surety bond which guarantees to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of this chapter, to be performed in whole or in part by the carrier pursuant to any contract entered into by such carrier after the execution date of the bond. The amount of such bond shall be unlimited. Claims under the bond may be made only with respect to the nonperformance of air transportation.

(d) The bond permitted by paragraph (c) of this section shall be in the form set forth as Appendix A to this part. Such bond shall be issued by a bonding or surety company (1) whose surety bonds are accepted by the Interstate Commerce Commission under 49 CFR 1084.6; or (2) which is listed in Best's Insurance Reports (Fire and Casualty) with a general policyholder's rating of "A" or better. The bonding or surety company shall be one legally authorized to issue bonds of that type in the State in which the carrier is incorporated or in which it maintains its principal place of business. For the purposes of this section, the term "State" includes any territory or possession of the United States, or the District of Columbia. If the bond does not comply with the requirements of this section, or for any reason fails to provide satisfactory or adequate protection for the public, the Board will notify the route air carrier, by registered or certified mail, stating the deficiencies of the bond. Unless such deficiencies are corrected within the time limit set forth in the notification, no amounts payable in advance by customers for the subject charter trips shall be accepted by the carrier.

(e) The bond required by this section shall provide that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip. The contract between the carrier and the charterer shall contain notice of this provision.

§ 207.18 Reporting requirements.

In connection with the provisions of § 207.17(a), the following quarterly reports shall be filed with the Board's Bureau of Operating Rights not later than the 10th day of the month succeeding the reporting period: (a) By the depository bank, showing separately for each charter flight identified by departure date, the total amount of deposits received and disbursed during the reporting period, and the balance in the depository account at the end of the reporting period; and (b) by the air carrier, showing the number of charter flights performed and the amount of payment received for such flights from the depository bank during the reporting period. The reports shall be certified by an officer in charge of the bank's or the air carrier's accounts, as the case may be, and the certification shall be in the following form:

CERTIFICATION [1]

I, the undersigned _____
(Title of officer in charge of accounts)
of the _____ do
(Full name of reporting company)
certify that this report and all supporting documents which are submitted herewith, filed for the above indicated period, have been prepared by me or under my direction; that I have carefully examined them and declare that, to the best of my knowledge and belief, the information contained therein is complete and accurate.

_____
(Signature)

_____
(Bank or carrier's post office address)

Date _____, 19____.

5. Amend § 207.25 by adding a new paragraph (e), the section as amended to read as follows:

§ 207.25 Charter trips originating in the United States.

* * * * *

(e) For the purpose of this section, payment to the carrier's depository bank as designated in the charter contract, shall be deemed payment to the carrier.

(Secs. 204(a), 401, 416(a), 72 Stat. 743, 754 (as amended by 76 Stat. 143, and 82 Stat. 867) and 771; 49 U.S.C. 1324, 1371, 1386. Interpret or apply section 102 of the Federal Aviation Act of 1958, as amended, 72 Stat. 740; 49 U.S.C. 1302)

NOTE: The reporting requirements herein have been approved by the Office of Management and Budget in accordance with the Federal Reports Act of 1942.

By the Civil Aeronautics Board.

[SEAL] EDWIN Z. HOLLAND,
Secretary.

APPENDIX A

ROUTE AIR CARRIER'S SURETY BOND UNDER PART 207 OF THE ECONOMIC REGULATIONS OF THE CIVIL AERONAUTICS BOARD (14 CFR PART 207)

Know all men by these presents, that we

_____
(Name of route air carrier)

of _____
(City)

_____
(State)

as PRINCIPAL (hereinafter called Principal), and _____
(Name of Surety)

a corporation created and existing under the laws of the State of _____
(State)

as SURETY (hereinafter called Surety) are held and firmly bound unto the United States of America in an unlimited sum, as required by § 207.17(c) of Part 207, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal, a route air carrier holding a certificate of public convenience and necessity issued under section 401(d)(1) of the Federal Aviation Act, is subject to rules and regulations of the Board relating to security for the protection of charterers of civil aircraft and has elected to file with the Civil Aeronautics Board such a bond as will guarantee to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of the Board's regulations, to be performed, in whole or in part, by such carrier pursuant to contracts entered into by such carrier after the execution date of this bond; and

Whereas, this bond is written to assure compliance by the Principal with rules and regulations of the Board relating to security for the protection of charterers of civil aircraft for charter trips (other than cargo charter trips) originating in the United States or of overseas military personnel charters, and shall inure to the benefit of any and all such charterers to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to such charterers any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts made by the Principal while this bond is in effect for the

[1] Title 18 U.S.C. Sec. 1001, Crimes and Criminal Procedure, makes it a criminal offense, subject to a maximum fine of $10,000 or imprisonment for not more than 5 years or both, to knowingly and willfully make or cause to be made any false or fraudulent statements or representations in any matter within the jurisdiction of any agency of the United States.

performance of charter trips (other than cargo charter trips) originating in the United States and of overseas military personnel charter trips, than this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety with respect to any charterer shall not exceed the total cost to such charterer for air transportation services in accordance with his contract with the Principal.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder in any specified amount. The Surety agrees to furnish written notice to the Civil Aeronautics Board forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the ____ day of _____, 19____, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Civil Aeronautics Board at its office in Washington, D.C., such termination to become effective thirty (30) days after actual receipt of said notice by the Board. The Surety shall not be liable thereunder for the payment of any damages hereinbefore described which arise as the result of any contracts for the performance of air transportation services made by the Principal after the termination of this bond becomes effective, as herein provided, but said termination shall not affect the liability of the Surety hereunder for the payment of such damages arising as the result of contracts for the performance of air transportation services made by the Principal prior to the date such termination becomes effective. Liability of the Surety under this bond shall in all events be limited only to a charterer who shall within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by this bond give written notice of the claim to the route air carrier, or, if he is unavailable, to the Surety, and all liability on the bond for such charter trip shall automatically terminate sixty (60) days after the cancellation date thereof except for claims filed within the time provided herein.

In witness whereof, the said Principal and Surety have executed this instrument on the _____ day of _____, 19____.

PRINCIPAL	SURETY
Name_____	Name_____(SEAL)
By_____ (Signature and Title)	By_____ (Signature and Title)
Witness_____	Witness_____

Only corporations may qualify to act as surety and they must meet the requirements set forth in § 207.17(d) of Part 207.

[FR Doc.73-15607 Filed 7-27-73;8:45 am]

[Reg. ER-810, Amdt. 1]

PART 208—TERMS, CONDITIONS, AND LIMITATIONS OF CERTIFICATES TO ENGAGE IN SUPPLEMENTAL AIR TRANSPORTATION

Protection of Customers' Deposits

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on July 16, 1973.

By notice of proposed rulemaking EDR-233,[1] the Board proposed, *inter alia*, certain amendments to Part 208. For the reasons set forth in ER-809 (Part 207), published contemporaneously herewith, the Board has decided to adopt the proposals to the extent indicated therein. Also for the reasons set forth in ER-809, we are permitting petitions for reconsideration of the amendment to § 208.40, concerning the use of surety bond, in lieu of an escrow arrangement, as security for charter customers' deposits. Twelve copies of such petitions shall be filed with the Docket Section, Civil Aeronautics Board, Washington, D.C. 20428, on or before August 20, 1973. Copies of any petition filed will be available for examination by interested persons in the Docket Section of the Board, Room 712 Universal Building, 1825 Connecticut Avenue, NW., Washington, D.C. The filing of petitions shall not operate to stay the effective date of the within rules.

Accordingly, the Civil Aeronautics Board hereby amends Part 208 of the Economic Regulations (14 CFR Part 208) effective September 1, 1973, as follows:

1. Amend the Table of Contents by changing the titles of §§ 208.40 and 208.41, and deleting and reserving the title of § 208.42 under Subpart A—General Provisions, the table as amended to read in pertinent part as follows:

Sec.
208.40 Protection of customers' deposits.
208.41 Reporting requirements.
208.42 [Reserved]

2. Amend § 208.31b to read as follows:

§ 208.31b Written contract with charterers.

*

(a) Every agreement to perform a charter trip, except charters for the Department of Defense, shall be in writing and signed by an authorized representative of the supplemental air carrier and the charterer prior to operation of a charter flight: *Provided*, That where execution of a contract prior to commencement of flight is impracticable because the charter has been arranged on short notice, compliance with the provision hereof shall be effected within seven (7) days after commencement of the flight. The written agreement shall include without limitation:

(1) Date and place of execution of the contract or agreement;

(2) Signature, printed or typed name of each signatory, and official position of each;

(3) Dates of flights and points involved;

(4) Type and capacity of aircraft: Number of passenger seats available or pounds of cargo capacity; and

(5) Rates, fares, and charges applicable to the charter trip, including the charter price, live and ferry mileage charges, and layover and other nonflight charges;

(6) The name and address of either the surety whose bond secures advance charter payments received by the carrier or of the carrier's depository bank to which checks or money orders for advance charter payments are to be made payable, as escrow holder pending completion of the charter trip; and

(7) A statement that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the Surety shall be released from all liability under the bond to such charterer for such charter trip. (see § 208.40(e)).

(b) No term or condition of the charter contract shall on its face be inconsistent with any provision of the carrier's published tariff.

3. Amend § 208.32(e) to read as follows:

§ 208.32 Tariffs and terms of service.

* * * * *

(e) The carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, or the posting of a satisfactory bond for full payment, prior to the commencement of any portion of the air transportation: *Provided, however*, That in the case of a charter for less than the entire capacity of an aircraft pursuant to § 208.6(c), the carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, not less than 30 days prior to the commencement of any portion of the transportation, and such payment shall not be refundable unless the charter is canceled by the carrier or unless the carrier accepts a substitute charterer for one which has canceled a charter, in which case the amount paid by the latter shall be refunded. For the purpose of this paragraph, payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the carrier.

4. Amend the title and text of §§ 208.40 and 208.41 to read as follows:

§ 208.40 Protection of customers' deposits.

(a) Except as provided in paragraph (c) of this section, no supplemental air carrier shall perform any air transportation services (other than a cargo charter trip) originating in the United States or any overseas military personnel charter trips, as defined in Part 372 of this chapter, nor shall such air carrier accept any advance payment in connection with any such charter trip, unless there is on file with the Board a copy of a currently effective agreement made between said carrier and a designated bank, by the terms of which all sums payable in advance to the carrier by charterers, in connection with any such charter trip to be performed by said carrier, shall be deposited with and maintained by the bank as escrow holder, the agreement to be subject to the following conditions:

(1) The charterer (or its agent) shall pay the carrier either by check or money order made payable to the depository bank. Such check or money order and any cash received by the carrier from a charterer (or his agent) shall be

[1] October 7, 1972, 37 FR 21347 (Docket 24788).

deposited in, or mailed to, the bank no later than the close of the business day following the receipt of the check or money order or the cash, along with a statement showing the name and address of the charterer (or his agent); *Provided, however*, That where the charter transportation to be performed by a carrier is sold through a travel agent the agent may be authorized by the carrier to deduct his commission and remit the balance of the advance payment to the carrier either by check or money order made payable to the designated bank.

(2) The bank shall pay over to the carrier escrowed funds with respect to a specific charter only after the carrier has certified in writing to the bank that such charter has been completed: *Provided, however*, That the bank may be required by the terms of the agreement to pay over to the carrier a specified portion of such escrowed funds, as payment for the performance of the outbound segment of a round trip charter upon written certification by the carrier that such segment has been completed.

(3) Refunds to a charterer from sums in the escrow account shall be paid directly to such charterer or its assigns. Upon written certification from the carrier that a charter has been canceled, the bank shall turn over directly to the charterer or its assigns all escrowed sums (less any cancellation penalties as provided in the charter contract) which the bank holds with respect to such canceled charter: *Provided, however*, That, in the case of a charter for less than the entire capacity of an aircraft (see § 208.6 (c)) escrowed funds shall be turned over to a charterer or its assigns only if the carrier's written certification of cancellation of such charter includes a specific representation that either the charter has been canceled by the carrier or, if the charter has been canceled by the charterer, that the carrier has accepted a substitute charterer.

(4) The bank shall maintain a separate accounting for each charter flight.

(5) As used in this section the term "bank" means a bank, savings and loan institution, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

(b) The escrow agreement required under paragraph (a) of this section shall not be effective until approved by the Board. Claims against the escrow may be made only with respect to nonperformance of air transportation.

(c) The carrier may elect, in lieu of furnishing an escrow agreement pursuant to paragraph (a) of this section, to furnish and file with the Board a surety bond which guarantees to the United States Government the performance of all air transportation services (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of this chapter, to be performed, in whole or in part, by the carrier pursuant to contracts entered into by such carrier after the execution date of the bond. The amount of such bond shall be unlimited. Claims under the bond may be made only with respect to the nonperformance of air transportation.

(d) The bond permitted by paragraph (a) of this section shall be in the form set forth as Appendix A to this part. Such bond shall be issued by a bonding or surety company (1) whose surety bonds are accepted by the Interstate Commerce Commission under 49 CFR 1084.6; or (2) which is listed in Best's Insurance Reports (Fire and Casualty) with a general policyholders' rating of "A" or better. The bonding or surety company shall be one legally authorized to issue bonds of that type in the State in which the carrier is incorporated or in which it maintains its principal place of business. For the purposes of this section, the term "State" includes any territory or possession of the United States, or the District of Columbia. If the bond does not comply with the requirements of this section, or for any reason fails to provide satisfactory or adequate protection for the public, the Board will notify the supplemental air carrier, by registered or certified mail, stating the deficiencies of the bond. Unless such deficiencies are corrected within the time limit set forth in the notification, no amounts payable in advance by customers for the subject charter trips shall be accepted by the carrier.

(e) The bond required by this section shall provide that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip. The contract between the carrier and the charterer shall contain notice of this provision.

§ 208.41 Reporting requirements.

In connection with the provisions of § 208.40(a), the following quarterly reports shall be filed with the Board's Bureau of Operating Rights not later than the 10th day of the month succeeding the reporting period: (a) By the depository bank, showing separately for each charter flight identified by departure date, the total amount of deposits received and disbursed during the reporting period, and the balance in the depository account at the end of the reporting period; and (b) by the air carrier showing the number of charter flights performed and the amount of payment received for such flights from the depository bank during the reporting period. The reports shall be certified by an officer in charge of the bank's or the air carrier's accounts, as the case may be, and the certification shall be in the following form:

CERTIFICATION [1]

I, the undersigned _____
(Title of officer in charge of accounts)
of the _____
(full name of reporting company)
do certify that this report and all supporting documents which are submitted herewith, filed for the above indicated period, have been prepared by me or under my direction; that I have carefully examined them and declare that, to the best of my knowledge and belief, the information contained therein is complete and accurate.

_____
(Signature)

_____
(Bank or carrier's post office address)

Date _____, 19____.

5. Delete and reserve § 208.42.

§ 208.42 [Reserved]

6. Amend § 208.202b by adding a new paragraph (e), the section as amended to read as follows:

§ 208.202b Charter trips originating in the United States.

* * * * *

(e) For the purpose of this section, payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the carrier.

(Sec. 204(a), 401, 416(a), 72 Stat. 743, 754, as amended by 76 Stat. 143, and 82 Stat. 867; 771; 49 U.S.C. 1324, 1371, 1386. Interpret or apply sec. 102 of the Federal Aviation Act of 1958, as amended, 72 Stat. 740; 49 U.S.C. 1302)

By the Civil Aeronautics Board.

NOTE: The reporting requirements herein have been approved by the Office of Management and Budget in accordance with the Federal Reports Act of 1942.

[SEAL] EDWIN Z. HOLLAND, *Secretary.*

APPENDIX A

SUPPLEMENTAL AIR CARRIERS' SURETY BOND UNDER PART 208 OF THE ECONOMIC REGULATIONS OF THE CIVIL AERONAUTICS BOARD (14 CFR PART 208)

Know all men by these presents, that we _____
(Name of supplemental air carrier)
of _____, _____
(City) (State)
as PRINCIPAL (hereinafter called Principal), and _____ a corporation created
(Name of Surety)
and existing under the laws of the State of _____ as SURETY (hereinafter called
(State)
Surety) are held and firmly bound unto the United States of America in an unlimited amount as required by § 208.40(c) of Part 208, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

[1] Title 18 U.S.C. Sec. 1001, Crimes and Criminal Procedure, makes it a criminal offense, subject to a maximum fine of $10,000 or imprisonment for not more than 5 years or both, to knowingly and willfully make or cause to be made any false or fraudulent statements or representations in any matter within the jurisdiction of any agency of the United States.

Whereas, the Principal, a supplemental air carrier holding a certificate of public convenience and necessity issued under section 401(d)(3) of the Federal Aviation Act, is subject to rules and regulations of the Board relating to security for the protection of charterers of civil aircraft and has elected to file with the Civil Aeronautics Board such a bond as will guarantee to the United States Government the performance of all air transportation services (other than cargo charter trips(originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of the Board's regulations, to be performed, in whole or in part, by such carrier pursuant to contracts entered into by such carrier, after the execution date of this bond and

Whereas, this bond is written to assure compliance by the Principal with rules and regulations of the Board relating to security for the protection of charterers of civil aircraft for charter trips (other than cargo charter trips) originating in the United States and of overseas military personnel charters and shall inure to the benefit of any and all such charters to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to such charterers any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts made by the Principal while this bond is in effect for the performance of air transportation services (other than cargo charter trips) originating in the United States and of overseas military personnel charter trips, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety with respect to any charterer shall not exceed the total cost to such charterer for air transportation services in accordance with his contract with the Principal.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder in any specified amount. The Surety agrees to furnish written notice to the Civil Aeronautics Board forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the ____ day of _____, 19____, 12:01 a.m., standard time at the address of the Principal as stated herein, and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Civil Aeronautics Board at its office in Washington, D.C., such termination to become effective thirty (30) days after actual receipt of such notice by the Board. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts for the performance of air transportation services made by the Principal after the termination of this bond becomes effective, as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts for the performance of air transportation services made by the Principal prior to the date such termination becomes effective. Liability of the Surety under this bond shall in all events be limited only to a charterer who shall within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by this bond give written notice of the claim to the supplemental air carrier, or, if he is unavailable, to the Surety, and all liability on the bond for such charter trip shall automatically terminate sixty (60) days after the cancellation date thereof except for claims filed within the time provided herein.

In witness whereof, the said Principal and Surety have executed this instrument on the _____ day of _____, 19____.

PRINCIPAL
Name _____
By _____
(Signature and Title)
Witness _____
SURETY
Name _____ (SEAL)
By _____
(Signature and Title)
Witness _____

Only corporations may qualify to act as Surety and they must meet the requirements set forth in § 208.40(d) of Part 208.

[FR Doc.73-15608 Filed 7-27-73;8:45 am]

[Reg. ER-811, Amdt. 12]

PART 212—CHARTER TRIPS BY FOREIGN AIR CARRIERS

Protection of Customers' Deposits

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on July 16, 1973.

By notice of proposed rulemaking EDR-233,[1] the Board proposed, inter alia, certain amendments to Part 212. For the reasons set forth in ER-809, published contemporaneously herewith, the Board has decided to adopt the proposals to the extent indicated therein. Also for the reasons set forth in ER-809, we are permitting petitions for reconsideration of new § 212.15 insofar as it concerns (1) the requirement that foreign route air carriers provide security for the performance of overseas military personnel charters which originate in foreign countries, and (2) the use of a surety bond, in lieu of an escrow arrangement, as security for charter customers' deposits. Twelve copies of such petitions shall be filed with the Docket Section, Civil Aeronautics Board, Washington, D.C. 20428, on or before August 20, 1973. Copies of any petition filed will be available for examination by interested persons in the Docket Section of the Board, Room 712 Universal Building, 1825 Connecticut Avenue NW., Washington, D.C. The filing of petitions shall not operate to stay the effective date of the within rules.

Accordingly, the Civil Aeronautics Board hereby amends Part 212 of the Economic Regulations (14 CFR Part 212) effective September 1, 1973, as follows:

1. Amend the Table of Contents by adding new §§ 212.15 and 212.16 under subpart A—General Provisions, the table as amended to read in pertinent part as follows:

Sec.
212.15 Protection of customers' deposits.
212.16 Reporting requirements.

2. Amend § 212.3a to read as follows:

§ 212.3a Written contracts with charterers.

(a) Every agreement to perform a charter trip shall be in writing and signed by an authorized representative of the foreign air carrier and the charterer prior to operation of a charter flight: *Provided*, That where execution of a contract prior to commencement of flight is impracticable because the charter has been arranged on short notice, compliance with the provision hereof shall be effected within seven (7) days after commencement of the flight. The written agreement shall include, without limitation:

(1) Date and place of execution of the contract or agreement;

(2) Signature, printed or typed name of each signatory, and official position of each;

(3) Dates of flights and points involved;

(4) Type and capacity of aircraft: Number of passenger seats available or pounds of cargo capacity; and

(5) Rates, fares, and charges applicable in to the charter trip, including the charter price, live and ferry mileage charges, and layover and other nonflight charges;

(6) The name and address of either the surety whose bond secures advance charter payments received by the carrier or of the carrier's depository bank to which checks or money orders for the advance charter payments are to be made payable as escrow holder, pending completion of the charter trip: and

(7) A statement that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the Surety shall be released from all liability under the bond to such charterer for such charter trip (see § 212.15(c)).

(b) No term or condition of the charter contract shall, on its face, be inconsistent with any provision of the carrier's published tariff.

3. Amend § 212.10(b) to read as follows:

§ 212.10 Terms of service.

* * * * *

(b) The carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, or the posting of a satisfactory bond for full payment, prior to the commencement of any portion of the air transportation: *Provided, however*, That in the case of a charter for less than the entire capacity of an aircraft pursuant to § 212.8(b), the carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, not less than 30 days prior to the commencement of any portion of the transportation, and such payment shall not be refundable unless the charter is canceled by the carrier or unless the carrier accepts a substitute charterer for one which has canceled a charter, in which case the amount paid by the latter shall be refunded. For the purpose of this section, payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the charter.

[1] October 7, 1972, 37 FR 21347 (Docket 24788).

4. Add new §§ 212.15 and 212.16 to read as follows:

§ 212.15 Protection of customers' deposits.

(a) Except as provided in paragraph (c) of this section, no foreign route air carrier shall perform any charter trip (other than a cargo charter trip) originating in the United States or any overseas military personnel charter trip, as defined in Part 372 of this chapter, nor shall such air carrrier accept any advance payment in connection with any such charter trip, unless there is on file with the Board a copy of a currently effective agreement made between said carrier and a designated bank, by the terms of which all sums payable in advance to the carrier by charterers in connection with any such charter trip to be performed by said carrier shall be deposited with and maintained by the bank, as escrow holder, the agreement to be subject to the following conditions:

(1) The charterer (or its agent) shall pay the carrier either by check or money order made payable to the depository bank. Such check or money order and any cash received by the carrier from a charterer (or his agent) shall be deposited in, or mailed to, the bank no later than the close of the business day following the receipt of the check or money order or the cash, along with a statement showing the name and address of the charterer (or his agent): *Provided, however*, That where the charter transportation to be performed by a carrier is sold through a travel agent, the agent may be authorized by the carrier to deduct his commission and remit the balance of the advance payment to the carrier either by check or money order made payable to the designated bank.

(2) The bank shall pay over to the carrier escrowed funds with respect to a specific charter only after the carrier has certified in writing to the bank that such charter has been completed: *Provided, however*, That the bank may be required by the terms of the agreement to pay over to the carrier a specified portion of such escrowed funds, as payment for the performance of the outbound segment of a round-trip charter upon the carrier's written certification that such segment has been completed.

(3) Refunds to a charterer from sums in the escrow account shall be paid directly to such charterer or its assigns. Upon written certification from the carrier that a charter has been canceled, the bank shall turn over directly to the charterer or its assigns all escrowed sums (less any cancellation penalties as provided in the charter contract) which the bank holds with respect to such canceled charter: *Provided, however*, That in the case of a charter for less than the entire capacity of an aircraft (see § 212.8(b)) escrowed funds shall be turned over to a charterer or its assigns only if the carrier's written certification of cancellation of such charter includes a specific representation that either the charter has been canceled by the carrier, or, if the charter has been canceled by the charterer, that the carrier has accepted a substitute charterer.

(4) The bank shall maintain a separate accounting for each charter flight.

(5) As used in this section the term "bank" means a bank, savings and loan institution, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

(b) The escrow agreement required under paragraph (a) of this section shall not be effective until approved by the Board. Claims against the escrow may be made only with respect to nonperformance of air transportation.

(c) The carrier may elect, in lieu of furnishing an escrow agreement pursuant to paragraph (a) of this section, to furnish and file with the Board a surety bond which guarantees to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of this chapter, to be performed, in whole or in part, by the carrier pursuant to any contracts entered into by such carrier after the execution date of the bond. The amount of such bond shall be unlimited. Claims under the bond may be made only with respect to the nonperformance of air transportation.

(d) The bond permitted by this section shall be in the form set forth as Appendix A to this part. Such bond shall be issued by a bonding or surety company (1) whose surety bonds are accepted by the Interstate Commerce Commission under 49 CFR 1084.6; or (2) which is listed in Best's Insurance Report (Fire and Casualty) with a general policyholders' rating of "A" or better. The bonding or surety company shall be one legally authorized to issue bonds of that type in the State in which there is located the office or usual residence of the agent designated by the carrier under section 1005 (b) of the Act to receive service of notices, process and other documents issued by or filed with the Board. For the purposes of this section the term "State" includes any territory or possession of the United States, or the District of Columbia. If the bond does not comply with the requirements of this section, or for any reason fails to provide satisfactory or adequate protection for the public, the Board will notify the foreign route air carrier, by registered or certified mail, stating the deficiencies of the bond. Unless such deficiencies are corrected within the time limit set forth in the notification, no amounts payable in advance by customers for the subject charter trips shall be accepted by the carrier.

(e) The bond required by this section shall provide that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip. The contract between the carrier and the charterer shall contain notice of this provision.

§ 212.16 Reporting requirements.

In connection with the provisions of § 212.15(a), the following quarterly reports shall be filed with the Board's Bureau of Operating Rights not later than the 10th day of the month succeeding the reporting period: (1) By the depository bank, showing separately for each charter flight identified by departure date, the total amount of deposits received and disbursed during the reporting period, and the balance in the depository account at the end of the reporting period; and (2) by the air carrier showing the number of charter flights performed and the amount of payment received for such flights from the depository bank during the reporting period. The reports shall be certified by an officer in charge of the bank's or the carrier's accounts, as the case may be, and the certification shall be in the following form:

CERTIFICATION [1]

I, the undersigned _____
(Title of officer in charge of accounts)
of the _____
(Full name of reporting company)
do certify that this report and all supporting documents which are submitted herewith, filed for the above indicated period, have been prepared by me or under my direction; that I have carefully examined them and declare that, to the best of my knowledge and belief, the information contained therein is complete and accurate.

_____
(Signature)

_____
(Bank or carrier's post office address)

Date _____, 19____

5. Amend § 212.25 by adding a new paragraph (e), the section as amended to read as follows:

§ 212.25 Charter trips originating in the United States.

* * * * *

(e) For the purpose of this section, payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the carrier.

(Secs. 204(a), 402, 72 Stat. 743, 757; 49 U.S.C. 1324, 1372. Interpret or apply sec. 102, Federal Aviation Act of 1958, as amended 72 Stat. 740; 49 U.S.C. 1302)

By the Civil Aeronautics Board.

NOTE: The reporting requirements herein have been approved by the Office of Management and Budget in accordance with the Federal Reports Act of 1942.

[SEAL] EDWIN Z. HOLLAND, *Secretary.*

[1] Title 18 U.S.C. Sec. 1001, Crimes and Criminal Procedure, makes it a criminal offense, subject to a maximum fine of $10,000 or imprisonment for not more than 5 years or both, to knowingly and willfully make or cause to be made any false or fraudulent statements or representations in any matter within the jurisdiction of any agency of the United States.

APPENDIX A

FOREIGN ROUTE AIR CARRIER'S SURETY BOND UNDER PART 212 OF THE ECONOMIC REGULATIONS OF THE CIVIL AERONAUTICS BOARD (14 CFR PART 212)

Know all men by these presents, that we _____ of _____, (Name of foreign route air carrier) (City) _____ as PRINCIPAL (hereinafter (State) called Principal, and _____ a (Name of Surety) corporation created and existing under the laws of the State of _____ as SURETY (State) (hereinafter called Surety) are held and firmly bound unto the United States of America in an unlimited amount, as required by § 212.15(c) of Part 212, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal, a foreign route air carrier holding a permit issued under section 402 of the Federal Aviation Act, authorizing it to engage in charter trips in foreign air transportation, is subject to rules and regulations of the Board relating to security for the protection of charterers of civil aircraft and has elected to file with the Civil Aeronautics Board such a bond as will guarantee to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charters, as defined in Part 372 of the Board's Regulations to be performed, in whole or in part, by such carrier pursuant to contracts entered into by such carrier after the execution date of this bond, and

Whereas, this bond is written to assure compliance by the Principal with rules and regulations of the Board relating to security for the protection of charterers of civil aircraft for charter trips (other than cargo charter trips) originating in the United States or of overseas military personnel charter trips and shall inure to the benefit of any and all such charterers to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to such charterer any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts made by the Principal while this bond is in effect for the performance of charter trips (other than cargo charter trips) originating in the United States and of overseas military personnel charter trips, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety with respect to any charterer shall not exceed the total cost to such charterer for air transportation services in accordance with his contract with the Principal.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder in any specified amount. The surety agrees to furnish written notice to the Civil Aeronautics Board forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the ____ day of _____ 19____, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Civil Aeronautics Board at its office in Washington, D.C., such termination to become effective thirty (30) days after the actual receipt of such notice by the Board. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts for the performance of air transportation services made by the Principal after the termination of this bond becomes effective, as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts for the performance of air transportation services made by the Principal prior to the date such termination becomes effective. Liability of the Surety under this bond shall in all events be limited only to a charterer who shall within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by this bond give written notice of the claim to the foreign route air carrier, or, if he is unavailable, to the Surety, and all liability on the bond for such charter trip shall automatically terminate sixty (60) days after the cancellation date thereof except for claims filed within the time provided herein.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the ____ day of _____, 19____.

PRINCIPAL

Name _____

By _____
(Signature and Title)

Witness _____

SURETY

Name _____

By _____
(Signature and Title)

Witness _____

Only corporations may qualify to act as surety and they must meet the requirements set forth in § 212.15(d) of Part 212.

[FR Doc.73-15609 Filed 7-27-73;8:45 am]

[Reg. ER-812, Amdt. 14]

PART 214—TERMS, CONDITIONS, AND LIMITATIONS OF FOREIGN AIR CARRIER PERMITS AUTHORIZING CHARTER TRANSPORTATION ONLY

Protection of Customers' Deposits

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on July 16, 1973.

By notice of proposed rulemaking EDR-233,[1] the Board proposed, *inter alia*, certain amendments to Part 214. For the reasons set forth in ER-809, issued contemporaneously herewith, the Board has decided to adopt the proposals to the extent indicated therein. Also for the reasons set forth in ER-809, we are permitting petitions for reconsideration of new § 214.9c insofar as it concerns (1) the requirement that foreign charter air carriers provide security for the performance of overseas military personnel charters which originate in foreign countries, and (2) the use of a surety bond, in lieu of an escrow arrangement, as security for charter customers' deposits. Twelve copies of such petitions shall be filed with the Docket Section, Civil Aeronautics Board, Washington, D.C. 20428, on or before August 20, 1973. Copies of any petition filed will be available for examination by interested persons in the Docket Section of the Board, Room 712, Universal Building, 1825 Connecticut Avenue, NW., Washington, D.C. The filing of petitions shall not operate to stay the effective date of the within rules.

Accordingly, the Civil Aeronautics Board hereby amends Part 214 of the Economic Regulations (14 CFR Part 214) effective September 1, 1973, as follows:

1. Amend the Table of Contents by adding new §§ 214.9c and 214.9d, the table as amended to read in pertinent part as follows:

Sec.
214.9c Protection of customer's deposits.
214.9d Reporting requirements.

2. Add new §§ 214.9c and 214.9d to read as follows:

§ 214.9c Protection of customers' deposits.

(a) Except as provided in paragraph (c) of this section, no foreign charter air carrier shall perform any charter trip (other than a cargo charter trip) originating in the United States or any overseas military personnel charter trip, as defined in Part 372 of this chapter, nor shall such carrier accept any advance payment in connection with any such charter trip, unless there is on file with the Board a copy of a currently effective agreement made between said carrier and a designated bank, by the terms of which all sums payable in advance to the carrier by charterers, in connection with any such charter trip to be performed by said carrier shall be deposited with and maintained by the bank, as escrow holder, the agreement to be subject to the following conditions:

(1) The charterer (or its agent) shall pay the carrier either by check or money order made payable to the depository bank. Such check or money order and any cash received by the carrier from a charterer (or his agent) shall be deposited in, or mailed to, the bank no later than the close of the business day following the receipt of the check or money order or the cash, along with a statement showing the name and address of the charterer (or his agent): *Provided, however*, That where the charter transportation to be performed by a carrier is sold through a travel agent, the agent may be authorized by the carrier to deduct his commission and remit the balance of the advance payment to the carrier either by check or money order to the designated bank.

(2) The bank shall pay over to the carrier escrowed funds with respect to a specific charter only after the carrier has certified in writing to the bank that such charter has been completed: *Provided, however*, That the bank may be required by the terms of the agreement to pay over to the carrier a specified portion of such escrowed funds, as payment for the performance of the outbound segment

[1] October 7, 1972, 37 FR 21347 (Docket 24788).

of a round-trip charter upon the carrier's written certification that such segment has been so completed.

(3) Refunds to a charterer from sums in the escrow account shall be paid directly to such charterer or its assigns. Upon written certification from the carrier that a charter has been canceled, the bank shall turn over directly to the charterer or its assigns all escrowed sums (less any cancellation penalties as provided in the charter contract) which the bank holds with respect to such canceled charter: *Provided, however,* That, in the case of a charter for less than the entire capacity of an aircraft (see § 214.7 (b)) escrowed funds shall be turned over to a charterer or its assigns only if the carrier's written certification of cancellation of such charter includes a specific representation that either the charter has been canceled by the carrier or, if the charter has been canceled by the charterer, that the carrier has accepted a substitute charterer.

(4) The bank shall maintain a separate accounting for each charter flight.

(5) As used in this section the term "bank" means a bank, savings and loan association, or other financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

(b) The escrow agreement required under paragraph (a) shall not be effective until approved by the Board. Claims against the escrow may be made only with respect to the nonperformance of air transportation.

(c) The carrier may elect, in lieu of furnishing an escrow agreement pursuant to paragraph (a) of this section, to furnish and file with the Board a surety bond which guarantees to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372, to be performed, in whole or in part, by such carrier pursuant to contracts entered into by such carrier, after the execution date of the bond. The amount of such bond shall be unlimited. Claims under the bond may be made only with respect to the nonperformance of air transportation.

(d) The bond permitted by paragraph (c) of this section shall be in the form set forth as Appendix A. Such bond shall be issued by a bonding or surety company (1) whose surety bonds are accepted by the Interstate Commerce Commission under 49 CFR 1084.6; or (2) which is listed in Best's Insurance Reports (Fire and Casualty) with a general policyholders' rating of "A" or better. The bonding or surety company shall be one legally authorized to issue bonds of that type in the State in which there is located the office or usual residence of the agent designated by the carrier under section 1005(b) of the Act to receive service of notices, process and other documents issued by or filed with the Board. For the purposes of this section the term "State" includes any territory or possession of the United States, or the District of Columbia. If the bond does not comply with the requirements of this section, or for any reason fails to provide satisfactory or adequate protection for the public, the Board will notify the foreign charter air carrier by registered or certified mail, stating the deficiencies of the bond. Unless such deficiencies are corrected within the time limit set forth in the notification, no amounts payable in advance by customers for the subject charter trips shall be accepted by the carrier.

(e) The bond required by this section shall provide that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip. The contract between the carrier and the charterer shall contain notice of this provision.

§ 214.9d Reporting requirements.

In connection with provisions of § 214.9c(a), the following quarterly reports shall be filed with the Board's Bureau of Operating Rights not later than the 10th day of the month succeeding the reporting period: (a) By the depository bank, showing separately for each charter flight identified by departure date, the total amount of deposits received and disbursed during the reporting period, and the balance in the depository account at the end of the reporting period; and (b) by the air carrier, showing the number of charter flights performed and the amount of payment received for such flights from the depository bank during the reporting period. The report shall be certified by an officer in charge of the bank's or the air carrier's accounts, as the case may be, and the certification shall be in the following form:

CERTIFICATION [1]

I, the undersigned _____
(Title of officer in charge of accounts)

of the _____
(Full name of reporting company)

do certify that this report and all supporting documents which are submitted herewith, filed for the above indicated period, have been prepared by me or under my direction; that I have carefully examined them and declare that, to the best of my knowledge and belief, the information contained therein is complete and accurate.

_____
(Signature)

_____
(Bank or carrier's post office address)

Date _____, 19____

[1] Title 18 U.S.C. Sec. 1001, Crimes and Criminal Procedure, makes it a criminal offense, subject to a maximum fine of $10,000 or imprisonment for not more than 5 years or both, to knowingly and willfully make or cause to be made any false or fraudulent statements or representations in any matter within the jurisdiction of any agency of the United States.

3. Amend § 214.13a to read as follows:

§ 214.13a Written contracts with charterers.

(a) Every agreement to perform a charter trip shall be in writing and signed by an authorized representative of the foreign charter air carrier and the charterer prior to operation of a charter flight: *Provided,* That where execution of a contract prior to commencement of flight is impracticable because the charter has been arranged on short notice, compliance with the provision hereof shall be effected within seven (7) days after commencement of the flight. The written agreement shall include, without limitation:

(1) Date and place of execution of the contract or agreement;

(2) Signature, printed or typed name of each signatory, and official position of each;

(3) Dates of flights and points involved;

(4) Type of aircraft and number of passenger seats available; and

(5) Rates, fares, and charges applicable to the charter trip, including the charter price, live and ferry mileage charges, and layover and other nonflight charges;

(6) The name and address of either the surety whose bond secures advance charter payments received by the carrier or of the carrier's depository bank to which checks or money orders for advance charter payments are to be made payable as escrow holder pending completion of the charter trip.

(7) A statement that unless the charterer files a claim with the carrier, or, if he is unavailable, with the surety, within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by the bond, the surety shall be released from all liability under the bond to such charterer for such charter trip (see § 214.9c(e)).

(b) No term or condition of the charter contract shall, on its face, be inconsistent with any provision of the carrier's published tariff.

4. Amend § 214.14(b) to read as follows:

§ 214.14 Terms of service.

* * * * *

(b) The carrier shall require full payment of the total charter price, including payment for the return portion of a round trip, or the posting of a satisfactory bond for full payment, prior to the commencement of any portion of the air transportation: *Provided, however,* That in the case of a charter for less than the entire capacity of an aircraft pursuant to § 214.7(b), the carrier shall require full payment of a round trip, not less than 30 days prior to the commencement of any portion of the transportation, and such payment shall not be refundable unless the charter is canceled by the carrier or unless the carrier accepts a substitute charterer for one which has canceled a charter, in which case the

amount paid by the latter shall be refunded. For the purpose of this section, payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the carrier.

5. Amend § 214.18 by adding a new paragraph (e), the section as amended to read as follows:

§ 214.18 Charter trips originating in the United States.

* * * * *

(e) For the purpose of this section, payment to the carrier's depository bank, as designated in the charter contract, shall be deemed payment to the carrier.

(Secs. 204(a)), 402, 72 Stat. 743, 757; 49 U.S.C. 1324, 1372. Interpret or apply section 102 of the Federal Aviation Act of 1958, as amended, 72 Stat. 740; 49 U.S.C. 1302)

By the Civil Aeronautics Board.

NOTE: The reporting requirements herein have been approved by the Office of Management and Budget in accordance with the Federal Reports Act of 1942.

[SEAL] EDWIN Z. HOLLAND, *Secretary.*

APPENDIX A

FOREIGN CHARTER AIR CARRIERS' SURETY BOND UNDER PART 214 OF THE ECONOMIC REGULATIONS OF THE CIVIL AERONAUTICS BOARD (14 CFR PART 214)

Know all men by these presents, that we _____ of _____, (Name of foreign charter air carrier) (City) _____ (State) as PRINCIPAL (hereinafter called Principal), and _____ a (Name of Surety) corporation created and existing under the laws of the State of _____ (State) as SURETY (hereinafter called Surety) are held and firmly bound unto the United States of America in an unlimited amount, as required by § 214.9c(c) of Part 214, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal, a foreign charter air carrier holding a permit issued under section 402 of the Federal Aviation Act authorizing it to engage in charter transportation only, is subject to rules and regulations of the Board relating to security for the protection of charterers of civil aircraft and has elected to file with the Civil Aeronautics Board such a bond as will guarantee to the United States Government the performance of all charter trips (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in Part 372 of the Board's regulations, to be performed, in whole or in part by such carrier pursuant to contracts entered into by such carrier after the execution date of this bond; and

Whereas, this bond is written to assure compliance by the Principal with rules and regulations of the Board relating to security for the protection of charterers of civil aircraft for charter trips (other than cargo charter trips) oiginating in the United States or of overseas military personnel charter trips and shall inure to the benefit of any and all charterers to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to such charterers any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts made by the Principal while this bond is in effect for the performance of charter trips (other than cargo charter trips) originating in the United States and of overseas military personnel charter trips, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the surety with respect to any charterer shall not exceed the total cost to such charterer for air transportation services in accordance with his contract with the Principal.

The liability of the surety shall not be discharged by any payment or succession of payments hereunder in any specified amount. The surety agrees to furnish written notices to the Civil Aeronautics Board forthwith of all suits filed, judgments rendered, and payments made by said surety under this bond.

This bond is effective the _____ day of _____ 19___, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the surety may at any time terminate this bond by written notice to the Civil Aeronautics Board at its office in Washington, D.C., such termination to become effective thirty (30) days after the actual receipt of said notice by the Board. The surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts for the performance of air transportation services made by the Principal after the termination of this bond becomes effective, as herein provided, but such termination shall not affect the liability of the surety hereunder for the payment of any such damages arising as the result of contracts for the performance of air transportation services made by the Principal prior to the date such termination becomes effective.

Liability of the surety under this bond shall in all events be limited only to a charterer who shall within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by this bond give written notice of the claim to the foreign charter air carrier, or, if he is unavailable, to the surety, and all liability on the bond for such charter trip shall automatically terminate sixty (60) days after the cancellation date thereof except for claims filed within the time provided herein.

In witness whereof, the said Principal and surety have executed this instrument on the _____ day of _____, 19____.

PRINCIPAL	SURETY
Name _____	Name _____ (SEAL)
By _____ (Signature and Title)	By _____ (Signature and Title)
Witness _____	Witness _____ Only corporations may qualify to act as surety and they must meet the requirements set forth in § 214.9c(d) of Part 214.

[FR Doc.73-15610 Filed 7-27-73;8:45 am]

SUBCHAPTER E—ORGANIZATION REGULATIONS

[Reg. OR-76, Amdt. 36]

PART 385—DELEGATIONS AND REVIEW OF ACTION UNDER DELEGATION; NONHEARING MATTERS

Expansion of the Delegated Authority of the Director, Bureau of Operating Rights To Aprove or Disapprove Certain Escrow Agreements

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on July 16, 1973.

By amendments to Parts 207, 208, 212 and 214,[1] published contemporaneously herewith, the Board adopted regulations which require supplemental air carriers, certificated route air carriers, foreign route air carriers and foreign charter air carriers to provide security protection of customers' deposits made with such carriers as advance payment for charter trips (except cargo charter flights) originating in the United States and overseas military personnel charter trips. This financial responsibility requirement may be satisfied either by furnishing a prescribed surety bond covering such deposits or by placing them in escrow with a bank: *Provided*, That the escrow agreement is approved by the Board. The Director, Bureau of Operating Rights, presently holds delegated authority to approve or disapprove filed escrow agreements, but this authority extends only to those of such agreements as are filed by supplemental carriers, since the Board's regulatory requirements in this area previously applied only to that class of carrier. Accordingly, we are hereby expanding the delegated authority of the Director, Bureau of Operating Rights to permit him to approve or disapprove escrow agreements filed in satisfaction of the subject requirements by all classes of direct air carriers.

Since the amendment contained herein is a rule of agency organization and procedure, notice and public procedure thereon is not required and the rule may be made effective immediately.

Accordingly, the Civil Aeronautics Board hereby amends § 385.13 of the Organization Regulations (14 CFR Part 385) by revising paragraph (dd), the section as amended to read in pertinent part as follows:

§ 385.13 Delegation to the Director, Bureau of Operating Rights.

* * * * *

(dd) Approve or disapprove escrow agreements filed pursuant to §§ 207.17, 208.40, 212.15 and § 214.9c, respectively, of this chapter by supplemental air carriers, certificated route air carriers, foreign route air carriers and foreign charter air carriers, respectively, as security for customers' deposits made with such carriers as advance payment for charter flights.

[1] ER-809, ER-810, ER-811, and ER-812, dated July 16, 1973.

(Sec. 204(a), Federal Aviation Act of 1958, as amended, 72 Stat. 743; 49 U.S.C. 1324. Reorganization Plan No. 3 of 1961, 75 Stat. 837; 26 FR 5989)

By the Civil Aeronautics Board.

[SEAL] EDWIN Z. HOLLAND, *Secretary.*

[FR Doc.73-15611 Filed 7-27-73;8:45 am]

Title 39—Postal Service

CHAPTER I—U.S. POSTAL SERVICE

ADMINISTRATIVE PROCEEDINGS

Pursuant to 39 CFR 222.2(b)(5), the Judicial Officer has amended the rules of practice contained in Parts 952–954 and 958. The amendments provide uniform references to the qualifications of Administrative Law Judges. Accordingly, the following amendments are effective on July 30, 1973.

PART 952—RULES OF PRACTICE IN PROCEEDINGS RELATIVE TO FALSE REPRESENTATION AND LOTTERY ORDERS

The first sentence of paragraph (a) of § 952.17 is amended to read as follows:

§ 952.17 Presiding officers.

(a) The presiding officer at any hearing shall be an Administrative Law Judge qualified in accordance with law, or the Judicial Officer (39 U.S.C. 204). * * *

PART 953—RULES OF PRACTICE IN PROCEEDINGS RELATIVE TO MAILABILITY

The first sentence of § 953.11 is amended to read as follows:

§ 953.11 Presiding officers.

The presiding officer at any hearing shall be an Administrative Law Judge qualified in accordance with law, or the Judicial Officer (39 U.S.C. 204). * * *

PART 954—RULES OF PRACTICE IN PROCEEDINGS RELATIVE TO THE DENIAL, SUSPENSION, OR REVOCATION OF SECOND-CLASS MAIL PRIVILEGES

The first sentence of paragraph (a) of § 954.14 is amended to read as follows:

§ 954.14 Presiding officers.

(a) The Chief Administrative Law Judge shall assign each case to an Administrative Law Judge qualified in accordance with law to preside over the hearing. * * *

PART 958—RULES OF PRACTICE IN PROCEEDINGS RELATIVE TO THE REFUSAL TO RENT OR RENEW POST OFFICE BOXES AND THE CLOSING OF POST OFFICE BOXES

The first sentence of § 958.7 is amended to read as follows:

§ 958.7 Presiding officers.

The presiding officer at any hearing shall be an Administrative Law Judge qualfied in accordance with law, or the Judicial Officer (39 U.S.C. 204). * * *

(39 U.S.C. 204, 401, 3001, 3005, 39 CFR 222.2 (b)(5))

LOUIS A. COX, *General Counsel.*

JULY 25, 1973.

[FR Doc.73-15566 Filed 7-27-73;8:45 am]

Proposed Rules

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

[50 CFR Part 21]

FALCONRY PERMITS

Notice of Proposed Rulemaking

By notice of proposed rulemaking published in the FEDERAL REGISTER of April 25, 1973 (38 FR 10208), it was proposed to revise and restructure subchapter B of Chapter One of this title. It is now determined that a new section should be added to the proposed subpart C, Specific Permit Provisions, of Part 21, Migratory Bird Permits, to provide for the utilization of certain migratory birds for falconry.

A notice was published in the FEDERAL REGISTER of October 20, 1972 (37 FR 22633), stating the need for falconry regulations and the interim rules which would apply until final regulations were published.

Accordingly, it is proposed to add a new section to subpart C, of Part 21, as proposed in the FEDERAL REGISTER of April 25, 1973, as follows:

§ 21.28 Falconry Permits.

(a) *Definitions.—Raptor* means any migratory bird of the family *Accipitridae, Falconidae,* or *Strigidae.*

Falconry means the sport of taking wild quarry in its natural state and habitat by means of trained raptors.

(b) *Permit requirements.* A falconry permit is required before any person may take, transport, or possess raptors for falconry purposes.

(c) *Application procedures.* Applications for falconry permits shall be submitted to the appropriate Special Agent in Charge (See § 12.11(b) of this chapter). Each such application shall contain the general information and certification set forth by § 12.12(a) of this chapter plus the following additional information:

(1) A valid copy of a falconry license or permit issued to the applicant by a State meeting Federal falconry standards (see paragraph (h) of this section) must be attached; and

(2) An accounting of all raptors possessed by the applicant at the time of application listed by species, number, age (if known), and date and where acquired.

(d) *Permit authorization.* A falconry permittee may: take, possess, and transport raptors and practice falconry in any State in accordance with the laws and regulations of that State.

(e) *Additional permit conditions.* In addition to the general conditions set forth in Part 12 of this subchapter B, permits issued under this section shall be subject to the following conditions:

(1) Permittees may not take any raptor listed as endangered in § 17.12 of this chapter unless such taking is in accordance with a Bureau recovery plan and prior written approval has been granted by the Director;

(2) Permittees may not take any bald eagle (*Haliaetus leucocephalus*);

(3) Permittees may not take, transport or possess any golden eagle (*Aquila chrysaetos*) unless such taking was in accordance with a permit issued under § 22.24 of this chapter;

(4) Permittees may not import or export raptors without a permit issued in accordance with § 21.21; and

(5) Permittees may not purchase, sell, or barter raptors.

(f) *Tenure of permit.* The tenure of falconry permits or renewals thereof shall be from date of issue through the 31st day of December of the second full calendar year following the year of issue.

(g) *Federal falconry standards.* Any State may obtain a review and determination of its existing laws and regulations relating to falconry from the Director by submitting a written request to that effect to the Director accompanied by a set of the laws and regulations relating to falconry, including sample permits. In order for the Director to make a determination that any State laws and regulations are in conformance with Federal falconry standards such laws and regulations must provide that:

(1) A valid State falconry license or permit is required before any person may take, transport or possess raptors or practice falconry in that State;

(2) Each State falconry permit applicant shall be required to answer correctly at least 70 percent of the questions of a supervised examination provided or approved by the Bureau and administered by the State, relating to basic biology, care and handling of raptors, literature, laws, regulations or other appropriate subject matter;

(3) Each State falconry permit applicant shall have his falconry equipment and raptor housing facilities inspected and approved by a representative of the State wildlife agency in accordance with Bureau criteria;

(4) There will be at least three classes of permits for the use of raptors for falconry with the following standards:

(i) *Apprentice (or equivalent) class.* (A) Applicant must be at least 12 years old;

(B) A sponsor (holder of General or Master Falconry Permit or a person of equivalent experience) is required for the first 2 years in which an apprentice permit is held, regardless of the age of the permittee;

(C) Permittee may not possess more than one raptor at any one time;

(D) Permittee may not obtain more than one raptor for replacement during any 12 month period; and

(E) Permittee may possess only American sparrow hawks (*Falco sparverius*), members of the genera *Buteo* and *Parabuteo,* and additionally in Alaska goshawks (*Accipiter gentilis*).

(ii) *General (or equivalent) class.* (A) Applicant must be at least 18 years old;

(B) Applicant must have at least two years experience in the practice of falconry at the apprentice level or its equivalent;

(C) Permittee may not possess more than two raptors at any one time; and

(D) Permittee may not obtain more than two raptors for replacement birds during any 12 month period.

(iii) *Master (or equivalent) class.* (A) Applicant must have at least five years of experience in the practice of falconry at the general class level or its equivalent;

(B) Permittee may not possess more than three raptors at any one time;

(C) Permittee may not obtain more than two raptors for replacement birds during any 12 month period;

(D) Permittee may take, transport, and possess as part of his three bird limitation, not more than one golden eagle for falconry purposes and then only in accordance with a permit issued under § 22.24 of this chapter; and

(E) Permittee may take, transport, and possess as part of his three bird limitation, raptors listed as endangered in § 17.12 of this subchapter in accordance with paragraph (e)(1) of this section;

(5) State falconry permit holders must have all raptors identified and marked by a State wildlife agency official within 30 days after the date the birds are obtained or the permit issued, by the use of numbered non-reuseable markers, supplied by the Bureau; *Provided,* That,

(i) The marking requirement applies to all raptors possessed by the permittee and to all progeny of such birds;

(ii) The marker must remain attached to the bird on which it was originally placed;

(iii) The markers shall not be removed, or destroyed in any way without prior written approval from the State wildlife agency; and

(iv) The marker shall not be altered, counterfeited or defaced;

(6) State falconry permit holders must notify the appropriate State wildlife agency of the death or intentional release of their raptors within 15 days of such occurrence, and the permittee must return the marker from the subject bird and obtain written authorization from the State wildlife agency before any bird is replaced;

(7) State falconry permit holders must notify the appropriate State wildlife agency of any loss, escape, or other such change in the status of their raptors within 15 days of such occurrence, and the permittee must obtain written authorization from the State wildlife agency before any bird is replaced;

(8) State falconry permit holders may take raptors from the wild only as follows:

(i) For nestlings and fledgling birds, any time; *Provided*, That at least one nestling shall be left in any nest from which one or more nestlings are removed;

(ii) For first year (passage) birds, between September 1 through January 31;

(iii) For birds over one year old, only American sparrow hawks (*Falco sparverius*) and members of the family *Strigidae* may be taken.

(h) *States meeting Federal falconry standards.* For the purpose of this section the following States have met or exceeded the minimum Federal standards set forth regulating the taking, transportation and possession of raptors for the purpose of falconry as set forth herein.

NOTE. List of States meeting Federal falconry standards will appear here.

It should be noted that the above proposed new section contains a reference to § 22.24 of subchapter B and that such section was not included in the proposed rulemaking published in the FEDERAL REGISTER of April 25, 1973. This § 22.24 has not been proposed to date, but will be so proposed in the near future.

Interested persons are invited to submit written comments, suggestions, or objections, concerning the proposed new § 21.28, Falconry Permits, to the Director, Bureau of Sport Fisheries and Wildlife, U.S. Department of the Interior, Washington, D.C. 20240. Comments received by August 31, 1973, will be considered.

E. V. SCHMIDT,
Acting Director, Bureau of Sport Fisheries and Wildlife.

JULY 25, 1973.

[FR Doc.73-15565 Filed 7-27-73;8:45 am]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 919]

PEACHES GROWN IN MESA COUNTY, COLO.

Proposed Rulemaking Regarding Expenses and Rate of Assessment for 1972–73 Fiscal Period

This notice invites written comment relative to the proposed expenses of $1,000 and rate of assessment of $.005 per cwt. of peaches to support activities of the Administrative Committee for the 1972–73 fiscal period under Marketing Order No. 919.

Consideration is being given to the following proposals submitted by the Administrative Committee, established under the marketing agreement, as amended, and Order No. 919, as amended (7 CFR Part 919), regulating the handling of peaches grown in the County of Mesa in the State of Colorado, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), as the agency to administer the terms and provisions thereof:

(1) That expenses that are reasonable and likely to be incurred by the Administrative Committee during the period December 1, 1972, through November 30, 1973, will amount to $1,000.

(2) That there be fixed, at $0.005 per cwt. of peaches the rate of assessment payable by each handler in accordance with § 919.41 of the aforesaid marketing agreement and order.

All persons who desire to submit written data, views, or arguments in connection with the aforesaid proposals should file the same, in quadruplicate, with the Hearing Clerk, United States Department of Agriculture, Room 112, Administration Building, Washington, D.C. 20250, not later than August 6, 1973. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

Dated: July 24, 1973.

CHARLES R. BRADER,
Acting Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.73-15556 Filed 7-27-73;8:45 am]

[7 CFR Part 910]

LEMONS GROWN IN THE STATES OF CALIFORNIA AND ARIZONA

Proposed Rulemaking Regarding Approval of Expenses and Fixing of Rate of Assessment for 1973–74 Fiscal Year and Carryover of Unexpended Funds

This notice invites written comment relative to the proposed expenses of $271,400 and rate of assessment of $0.023 per carton of lemons to support the activities of the Lemon Administrative Committee for the 1973–74 fiscal year under Marketing Order No. 910.

Consideration is being given to the following proposals submitted by the Lemon Administrative Committee, established pursuant to the marketing agreement, as amended, and Order No. 910, as amended (7 CFR Part 910), regulating the handling of lemons grown in the State of Arizona and that part of the State of California south of a line drawn due east and west through the post office in Turlock, California, effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), as the agency to administer the terms and provisions thereof:

(1) That expenses that are reasonable and necessary to be incurred by the Lemon Administrative Committee during the period August 1, 1973, through July 31, 1974, will amount to $271,400.

(2) That the rate of assessment for said period, payable by each handler in accordance with § 910.41, be fixed at $0.023 per carton of lemons.

(3) That $20,000 of unexpended funds in excess of expenses incurred during the fiscal year ended July 31, 1973, be added to the reserve, established pursuant to § 910.42(a)(2).

All persons who desire to submit written data, views, or arguments in connection with the aforesaid proposals should file the same, in quadruplicate, with the Hearing Clerk, United States Department of Agriculture, Room 112, Administration Building, Washington, D.C. 20250, not later than August 10, 1973. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

Dated: July 24, 1973.

CHARLES R. BRADER,
Acting Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.73-15557 Filed 7-27-73;8:45 am]

[7 CFR Part 993]

DRIED PRUNES PRODUCED IN CALIFORNIA

Proposed Expenses and Rate of Assessment

Notice is hereby given of a proposal regarding expenses of the Prune Administrative Committee for the 1973–74 crop year and rate of assessment for that crop year, pursuant to §§ 993.80 and 993.81 of the marketing agreement, as amended, and Order No. 993, as amended (7 CFR Part 993), regulating the handling of dried prunes produced in California. The amended marketing agreement and order are effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674).

The Prune Administrative Committee has recommended for the crop year beginning August 1, 1973, a budget of expenses in the total amount of $160,000 and a rate of assessment of $1.00 per ton of assessable prunes. Expenses in that amount and the rate of assessment are specified in the proposal hereinafter set forth. The assessable tonnage is estimated by the Committee at 160,000 natural condition tons.

All persons who desire to submit written data, views, or arguments in connection with the aforesaid proposal should file the same, in quadruplicate, with the Hearing Clerk, U.S. Department of Agriculture, Room 112, Administration Building, Washington, D.C. 20250,

not later than August 10, 1973. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

The proposal is as follows:

§ 993.324 Expenses of the Prune Administrative Committee and rate of assessment for the 1973–74 crop year.

(a) *Expenses.* Expenses in the amount of $160,000 are reasonable and likely to be incurred by the Prune Administrative Committee during the crop year beginning August 1, 1973, for its maintenance and functioning and for such other purposes as the Secretary may, pursuant to the applicable provisions of the marketing agreement, as amended, and this part, determine to be appropriate.

(b) *Rate of assessment.* The rate of assessment for such crop year which each handler is required, pursuant to § 993.81, to pay to the Prune Administrative Committee as his pro rata share of the said expenses is fixed at $1.00 per ton of salable prunes handled by him as the first handler thereof.

Dated: July 25, 1973.

CHARLES R. BRADER,
Acting Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[FR Doc.73–15597 Filed 7–27–73;8:45 am]

CIVIL AERONAUTICS BOARD

[14 CFR Parts 302, 389]

[Docket No. 25728; PDR–35; ODR–6]

DISMISSAL OF AN APPLICATION FOLLOWING DENIAL OF MOTION FOR EXPEDITED HEARING OR FOR ORDER TO SHOW CAUSE

Notice of Proposed Rule Making

Notice is hereby given that the Civil Aeronautics Board has under consideration proposed amendments to Part 302 of the Procedural Regulations (14 CFR Part 302) and Part 389 of the Organization Regulations (14 CFR Part 389) which would provide for dismissal, without prejudice, of applications filed under section 401 of the Act following denial of a motion for expedited hearing or for an order to show cause with respect to any such application, where the Board finds that the underlying application, or any other section 401 application considered in connection therewith, is not likely to be designated for hearing within three years after its filing, and which would further provide for refund of the filing fees for such dismissed applications.

The principal features of the proposed amendments are further described in the Explanatory Statement, and the text of the proposed amendments is also attached. The amendments are proposed under the authority of section 204(a) of the Federal Aviation Act of 1958, as amended, (73 Stat. 743; 49 U.S.C. 1324) and Title V of the Independent Offices Appropriation Act of 1952 (65 Stat. 290; 31 U.S.C. 483a).

Interested persons may participate in the proposed rule making through submission of twelve (12) copies of written data, views, or arguments pertaining thereto, addressed to the Docket Section, Civil Aeronautics Board, Washington, D.C. 20428. All relevant material received on or before August 21, 1973, will be considered by the Board before taking final action on the proposed rules. Copies of such communications will be available for examination by interested persons in the Docket Section of the Board, Room 712 Universal Building, 1825 Connecticut Avenue, NW., Washington, D.C., upon receipt thereof.

Dated: July 24, 1973.

By the Civil Aeronautics Board.

[SEAL] EDWIN Z. HOLLAND,
Secretary.

Explanatory statement. The Board has long been concerned about the fact that its docket is clogged with applications for new or modified certificated route authority, filed under section 401 of the Act, which are not likely to be heard. To meet that problem, the Board has already established a procedure, in Rule 911, whereby its docket is periodically cleared of all stale applications, *i.e.*, applications that have not been set for hearing within three years after the date of filing (14 CFR302.911). Moreover, we have also established procedures for clearing the docket, under certain circumstances, of applications which are not likely to be heard within three years, by providing for their dismissal in the course of the disposition of certain requests for ancillary relief relating to such applications. Thus, Rules 12(d)–(e) provide for dismissal in whole or in part of § 401 applications which are denied consolidation. (14 CFR302.12(d)–(e)).

The proposed rule is designed to further implement the Board's goal of clearing from its docket, without prejudice to their refiling, applications which are likely to become stale before they are reached for hearing. Pursuant to this proposed rule, following denial of a motion for expedited hearing or order to show cause with respect to a § 401 application, the Board will dismiss such application, or any other § 401 application which has been considered in connection therewith, if a finding has been made that any such application is not likely to be designated for hearing within three years after the date of its filing.

Since dismissals under the proposed rule would be without prejudice, it is proposed that § 389.25 of the Organization Regulations also be amended, to extend to applications dismissed under the proposed amendment to Part 302 the existing provision in Part 389 for refund of filing fees upon dismissal of applications in specified circumstances.

Proposed rules. It is proposed to amend Part 302, rules of practice in Economic Proceedings (14 CFR Part 302), and Part 389, Fees and Charges for Special Services (14 CFR Part 389), as follows:

PART 302—RULES OF PRACTICE IN ECONOMIC PROCEEDINGS

1. Amend § 302.911 by inserting, following paragraph (b), a new paragraph (b–1) to read as follows:

§ 302.911 Dismissal of certain stale applications filed under section 401.

* * * * *

(b–1) *Mandatory dismissal of applications found likely to become stale.* Following denial of a motion for an expedited hearing or for an order to show cause with respect to an application subject to dismissal, pursuant to the provisions of paragraph (a) of this section, the Board, upon finding that such application, or any other such application which has been considered in connection with the motion, is not likely to be designated for hearing before it becomes stale, pursuant to the provisions of paragraph (b) of this section, shall dismiss the application or applications as to which such finding has been made.

* * * * *

PART 389—FEES AND CHARGES FOR SPECIAL SERVICES

2. Amend § 389.25(a)(1) to read as follows:

§ 389.25 Schedule of filing and license fees.

(a) *Certificates of public convenience and necessity.* (1) The filing fee for an application, under section 401 of the Act, (i) for a certificate of public convenience and necessity to engage in air transportation, or (ii) to amend, modify, renew, or transfer a certificate or to abandon a route or part thereof, is $200. The fee will be refunded, on request, if the application is withdrawn prior to hearing, is dismissed under the stale-application rules of paragraphs (b) or (b-1) of § 302.911 of this chapter, is dismissed pursuant to the denial of consolidation rule of § 302.12(e) of this chapter, or is otherwise dismissed by the Chief Administrative Law Judge prior to hearing under the authority delegated to him in § 385.10(b) of this chapter.

* * * * *

[FR Doc.73–15605 Filed 7–27–73;8:45 am]

ENVIRONMENTAL PROTECTION AGENCY

[40 CFR Part 180]

2,4-DICHLOROPHENOXYACETIC ACID

Proposed Tolerances and Exemptions From Tolerances for Pesticide Chemicals in or on Raw Agricultural Commodities

Dr. C. C. Compton, Coordinator, Interregional Research Project No. 4, State Agricultural Experiment Station, Rutgers University, New Brunswick, NJ 08903, on behalf of the IR–4 Technical Committee and the Agricultural Experiment Station of Florida, submitted a petition (PP 3E1326) proposing that

§ 180.142(a) be revised to permit the preharvest application of 2,4-dichlorophenoxyacetic acid butoxyethyl ester to citrus fruits.

Based on consideration given data submitted in the petition and other relevant material, it is concluded that:

1. The butoxyethyl ester of 2,4-D is useful on citrus.

2. There is no reasonable expectation of residues in eggs, meat, milk, or poultry, and § 180.6(a)(3) applies.

3. The existing tolerance of 5 parts per million will not be exceeded by the proposed and existing uses.

4. The proposed use will protect the public health.

Therefore, pursuant to provisions of the Federal Food, Drug, and Cosmetic Act (sec. 408(e), 68 Stat. 514; 21 U.S.C. 346a(e)), the authority transferred to the Administrator of the Environmental Protection Agency (35 FR 15623), and the authority delegated by the Administrator to the Deputy Assistant Administrator for Pesticide Programs (36 FR 9038), it is proposed that § 180.142 be amended by revising paragraph (a) to read as follows:

§ 180.142 2,4-D; tolerances for residues.

(a) A tolerance of 5 parts per million is established for residues of the herbicide and plant regulator 2,4-D (2,4-dichlorophenoxyacetic acid) in or on the following raw agricultural commodities: Apples, citrus fruits, pears, quinces. The tolerance for citrus fruits also includes residues of 2,4-D (2,4-dichlorophenoxyacetic acid) from the preharvest application of 2,4-D isopropyl ester and 2,4-D butoxyethyl ester to citrus fruits and from the postharvest application of the 2,4-D isopropyl ester to lemons.

Any person who has registered or submitted an application for the registration of an economic poison under the Federal Insecticide, Fungicide, and Rodenticide Act containing any of the ingredients listed herein may request, on or before August 29, 1973, that this proposal be referred to an advisory committee in accordance with section 408(e) of the act.

Interested persons may, on or before August 29, 1973, file with the Hearing Clerk, Environmental Protection Agency, Room 3902A, 4th & M Streets, S.W., Waterside Mall, Washington, D.C. 20460, written comments (preferably in quintuplicate) regarding this proposal. Comments may be accompanied by a memorandum or brief in support thereof. All written submissions made pursuant to this proposal will be made available for public inspection at the office of the Hearing Clerk.

Dated: July 24, 1973.

HENRY J. KORP,
Deputy Assistant Administrator for Pesticides Programs.

[FR Doc.73-15622 Filed 7-27-73;8:45 am]

[41 CFR Part 15-16]

ADVERTISED CONSTRUCTION CONTRACTS

Procurement Forms

Notice is hereby given that the Environmental Protection Agency proposes a new amendment to 41 CFR Ch. 15, by adding a new § 15-16.402-50, Additional General Provisions to U.S. Standard Form 23-A, and General Conditions for Advertised Construction Contracts under Subpart 15-16.4, Forms for Advertised Construction Contracts, Part 15-16, Procurement Forms, to read as set forth below.

Interested parties may submit written comments or objections as they may desire. Communications should be submitted in triplicate to the Environmental Protection Agency, Contract Management Division, Washington, D.C. 20460. All communications received on or before October 3, 1973, will be considered prior to adoption of this regulation. A copy of each communication will be placed on file for public inspection in the Contracts Management Division, Room 415, Waterside Mall, Washington, D.C. 20460.

Dated: July 24, 1973.

ROBERT W. FRI,
Acting Administrator.

Subpart 15-16.4—Forms for Advertised Construction Contracts

§ 15-16.402-50 Additional general provisions to U.S. Standard Form 23-A, and general conditions for advertised construction contracts.

ADDITIONAL GENERAL PROVISIONS TO U.S. STANDARD FORM 23-A

24. DEFINITIONS

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

(a) Except as otherwise provided in this contract, the term "Subcontracts" includes purchase orders under this contract.

(b) The term "EPA" means the Environmental Protection Agency.

(c) The term "Contractor" as used in the specifications shall mean the individual, partnership, or corporation that agrees to provide all labor, material and services required in the contract.

(d) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory" or words of like import shall mean "approved by" or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(e) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provided complete in place," that is "furnished and installed."

25. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

(The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

26. EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United Sttaes or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $2,500, and (2) subcontracts or purchase orders for public utility services at rate established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c) above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

27. PRICING ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with Part 1-15 of the Federal

Procurement Regulations as in effect as of the date of this contract.

28. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of the work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

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

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

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

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

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

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(6) Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however,* That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

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

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

At any time after expiration of the plant clearance period, as defined in Subpart 1–8.1 of the Federal Procurement Regulations (41 CFR Subpart 1–8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same: *Provided,* That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

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

(d) Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: Provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

(1) For completed supplies accepted by the Government (or sold or acquired as provided in paragraph (b)(7) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e)(1) hereof;

(ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i) above); and

(iii) A sum, as profit on (i), above, determined by the Contracting Officer pursuant to § 1–8.303 of the Federal Procurement Regulations (41 CFR 1–8.303), in effect as of the date of execution of this contract, to be fair and reasonable; *Provided, however,* That if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

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

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e)(1) and (2)(i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b)(7).

(f) Costs claimed, agreed to, or determined pursuant to paragraphs (c), (d), and (e) of this clause shall be in accordance with the applicable contract cost principles and procedures in Part 1–15 of the Federal Procurement Regulations (41 CFR Part 1–15) in effect on the date of this contract.

(g) The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes," from any determination

made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (2) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of this contract; (2) any claim which the Government may have against the Contractor in connection with this contract; and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

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

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof.

29. FEDERAL, STATE AND LOCAL TAXES

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: *Provided,* That the Contractor if requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over $100.00.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

30. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract.)

31. NOTICE TO THE GOVERNMENT OF DELAYS

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

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

32. GRATUITIES

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

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

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

33. SUBCONTRACTOR COST AND PRICING DATA—PRICE ADJUSTMENTS

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of $100,000. The requirements of this clause shall be limited to such price adjustments.

(b) The Contractor shall require subcontractors hereunder to submit in writing cost or pricing data under the following circumstances:

(1) Prior to award of any cost-reimbursement type, time and material, labor-hour, incentive, or price redeterminable subcontract, the price of which is expected to exceed $100,000; and

(2) Prior to award of any other subcontract, the price of which is expected to exceed $100,000, or to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed $100,000, where the price or price adjustment is not based on adequate price competition, established catalog or market

prices of commercial items sold in substantial quantities to the general public, or rates or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify that to the best of their knowledge and belief the cost and pricing data submitted under (b) above are accurate, complete, and current as of the date of the execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds $100,000.

34. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

The following clause is applicable if the amount of this contract is in excess of $5,000.00 except (1) contracts which, including all subcontracts hereunder, are to be performed entirely outside the United States, its possessions, and Puerto Rico and (2) contracts for services which are personal in nature.

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

35. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—PRICE ADJUSTMENTS

(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 that is not 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 the Contracting Officer determines that 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 his 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. 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.

36. AUDIT-PRICE ADJUSTMENTS

(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 unless the price adjustment 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.

(b) For purposes of verifying that certified cost or pricing data submitted in conjunction with such a contract change or other modification were accurate, complete, and current, the Contracting Officer, the Comptroller General of the United States, or any authorized representatives, shall, until the expiration of three (3) years from the date of final payment under this contract, or of the time periods for the particular records specified in Part 1–20 of the Federal Procurement Regulations (41 CFR Part 1–20), whichever expires earlier, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

(c) The Contractor agrees to insert this clause, including this paragraph (c), in all subcontracts hereunder which when entered into exceed $100,000. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved as the contracting and certifying party; to add "of the Government prime contract" after "Contracting Officer"; and to add, at the end of (a) above, the words, "provided that the change or other modification to the subcontract results from a change or other modification to the Government prime contract."

37. COMPOSITION OF CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, such entity shall be jointly and severally liable hereunder.

38. SUBCONTRACTS

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among the subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees, and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors, and material men.

(c) The Contractor shall, without additional expense to the Government, employ Specialty Subcontractors where required by the specifications. "Specialty Subcontractors," when specified as a requirement, means a subcontractor regularly engaged in the manufacture or installation of the contract items. The Specialty Subcontractor shall select and combine the materials involved, maintain and have available for the purpose workmen skilled in the specified work. The Specialty Subcontractor shall be the manufacturer, be licensed by the manufacturer as an installer, or work under direct supervision of the manufacturer.

(d) All work shall be performed by mechanics skilled in the trade.

(e) The Government or its representatives will not undertake to settle any differences between the Contractor and his subcontractors, or between subcontractors.

(f) Within seven (7) days after award of any subcontract either by himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. The Contractor shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in his subcontract of the clauses of this contract entitled "Equal Opportunity," "Davis-Bacon Act," "Contract Work Hours Standards Act-Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts" and "Contract Termination-Debarment."

39. USE AND POSSESSION PRIOR TO COMPLETION

The Government shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract. While the Government is in such possession, the Contractor, notwithstanding the provisions of the clause of this contract entitled "Permits and Responsibilities," shall be relieved of the responsibility for loss or damage to the work other than that resulting from the Contractor's fault or negligence. If such prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract price or the time of completion will be made and the contract shall be modified in writing accordingly.

40. INTEREST

Notwithstanding any other provision of this contract, unless paid within 30 days all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate of six percent (6%) per annum from the date due until paid. Amounts shall be due upon the earliest one of (1) the date fixed pursuant to this contract, (ii) the date of the first written demand for payment, consistent with this contract, (iii) the date of transmittal by the Government to the Con- be due upon the earliest one of (i) the date tractor of a proposed supplemental agreement to confirm completed negotiations fixing the amount, or (iv) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

41. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the "Disputes" clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92–41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal

under the "Disputes" clause of this contract, to the date of (1) a final judgement by a court of competent jurisdiction or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction.

42. INFORMATION REGARDING BUY AMERICAN ACT

(a) The Buy American Act (41 U.S.C. 10a–10d) generally requires that only domestic construction material be used in the performance of this contract. (See the clause entitled "Buy American" in Standard Form 23–A, General Provisions, Construction Contract.) This requirement does not apply to the following construction material or components:

Cork; sisal; hemp; flax; jute; silk; licorice root; asbestos; English china clay; English ball clay; carnauba wax; mica; rubber; antimony; manganese; titanium; tungsten; zirconium; chromium; platinum; tin; nickel and natural nickel alloys.

(b)(1) Furthermore, bids or proposals offering use of additional nondomestic construction material may be acceptable for award if the Government determines that use of comparable domestic construction material is impracticable or would unreasonably increase the cost or that domestic construction material (in sufficient and reasonably available commercial quantities and of a satisfactory quality) is unavailable. Reliable evidence shall be furnished justifying such use of additional nondomestic construction material.

(2) Where it is alleged that use of domestic construction material would unreasonably increase the cost:

(i) Data shall be included by the bidder, based on a reasonable canvass of suppliers, demonstrating that the cost of each such domestic construction material would exceed by more than six percent (6%) the cost of comparable nondomestic construction material. (All costs of delivery to the construction site shall be included, as well as any applicable duty.)

(ii) For evaluation purposes, six percent (6%) of the cost of all additional nondomestic construction material, which qualifies under paragraph (i) above, will be added to the bid or proposal.

(3) When offering additional nondomestic construction material, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a nondomestic construction material to be acceptable under (1) above, will cause rejection of the entire bid.

43. LISTING OF EMPLOYMENT OPENINGS

(This clause is applicable pursuant to 41 CFR Part 50–250 if this contract is for $2,500 or more.)

(a) The Contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, That if this contract is for less than $10,000.00 or if it is with a State or local government the reports set forth in paragraphs (c) and (d) are not required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in any statutes, Executive orders, or regulations regarding nondiscrimination in employment.

(c) The reports required by paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The Contractor shall maintain copies of the reports submitted until the expiration of one (1) year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor.

(d) Whenever the Contractor becomes contractually bound by the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(e) This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(f) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All suitable employment openings" include, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than $18,000.00 per year. The term includes full-time employment, temporary employment of more than three (3) days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's own organization (including any affiliates, subsidiaries, and parent companies), and includes any openings which the Contractor proposes to fill from regularly established "recall" or "rehire" lists.

(4) "Openings which the Contractor proposes * * * to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for a disability rated at 30 percentum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person (A) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964, and (B) who was so discharged or released within the 48 months preceding his application for employment covered by this clause.

(h) If any disabled veteran or veteran of the Vietnam era believes that the Contractor (or any first-tier subcontractor) has failed or refuses to comply with the provisions of this contract clause relating to giving special emphasis in employment to veterans, such veteran may file a complaint with the veterans' employment representative at a local State employment service office who will attempt to informally resolve the complaint and then refer the complaint with a report on the attempt to resolve the matter to the State office of the Veterans' Employment Service of the Department of Labor. Such complaint shall then be promptly referred through the Regional Manpower Administrator to the Secretary of Labor who shall investigate such complaint and shall take such action thereon as the facts and circumstances warrant consistent with the terms of this contract and the laws and regulations applicable thereto.

(i) The Contractor agrees to place this clause (excluding this paragraph (i) in any subcontract directly under this contract.

GENERAL CONDITIONS FOR ADVERTISED CONSTRUCTION CONTRACTS

GC-1. CONDITIONS AT SITE OR BUILDING

The Contractor shall be responsible for inspecting the site and having ascertained pertinent local conditions by inspection and inquiry such as the location, accessibility and general characteristics of the site or building, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon at the time of the submission of his bid. Nothing in this requirement shall be construed as being determinative of the character, scope or extent of the work required under this contract. The failure or omission of the Contractor to do any of the foregoing shall in no way relieve him from any obligation in respect to his work to be performed under the contract.

GC-2. MEASUREMENTS

All dimensions shown of existing work and all dimensions required for work that is to connect with work now in place, shall be verified by the Contractor by actual measurement of the existing work. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Contracting Officer for adjustment before any work affected thereby has been performed.

GC-3. SAMPLES AND CERTIFICATES

Samples shall be submitted after award of contract, prepaid, in time for proper action by the Contracting Officer or his designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construction specified with the specified performance requirements. Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements.

GC-4. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site, and with his own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. If, during the progress of the work hereunder, the Contractor requests a reduction in such percentage, and the Contracting Officer determines that it would be to the Government's advantage, the percentage of the work required to be performed by the Contractor may be reduced, provided, written approval of such reduction is obtained by the Contractor from the Contracting Officer.

GC-5. USE OF PREMISES

(a) *General.* The Contractor shall comply with the security requirements and regulations governing the operation of the premises; shall perform his contract activities in such a manner as not to interrupt or interfere with the conduct of Government business; and shall be liable for all damage caused by him to Government Owned Property, both real and personal.

(b) *Area of Operations.* All operations of the Contractor upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. Materials for construction shall be neatly stored and protected against weather.

(c) *Use of roadways.* The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways or construct and use such temporary roadways as may be authorized by the Contracting Officer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or local law or regulation. When it is necessary to cross curbings or sidewalks, protection against damage shall be provided by the Contractor and any damaged roads, curbings, or sidewalks shall be repaired by, or at the expense of the Contractor. The Contractor shall prepare off-the-road areas adjacent to the construction site for parking, storage of equipment and supplies as required during construction and will in no way interfere or block access to any buildings or facilities within the area involved.

(d) *Signs and advertisements.* Signs and advertisements will not be permitted on the construction site unless approval has been obtained from the Contracting Officer, however, the Contractor shall provide such signs, as required, to expedite deliveries to the contract site, for safety and to prevent interference with Government operations.

(e) *Protection of existing structures, utilities and vegetation.* The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site except those designated by the Contracting Officer for removal, replacement or relocation in the course of construction. The Contractor shall be responsible for all cutting or damaging of trees and vegetation, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. Any damage to existing structures, utilities and vegetation caused by the Contractor shall be repaired or restored promptly by and at the expense of the Contractor. If the Contractor fails to act promptly, the Government will make repairs and restoration and the cost thereof shall be charged to the Contractor or deducted from any payments due him.

(f) Temporary buildings (storage sheds, shops, offices, etc.), may be erected by the Contractor only with the approval of the Contracting Officer, and shall be built with labor and materials furnished by the Contractor without expense to the Government. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by him at his expense upon the completion of the work. With the written consent of the Contracting Officer, such buildings and utilities may be abandoned and need not be removed.

GC-6. SAFETY AND HEALTH

(a) In order to protect the life and health of employees and other persons; prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, the Contractor shall, in the performance of this contract, comply with applicable provisions of Federal, State, and municipal safety, health, and sanitation laws and codes.

(b) The Contractor shall also comply with all pertinent provisions of the safety and health regulations of the Department of Labor, Bureau of Labor Standards, 29 CFR Part 1926. The Contracting Officer shall notify the Contractor, in writing, of any noncompliance and indicate to the Contractor the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative(s) at the site of the work, shall be deemed sufficient.

(c) If the Contractor fails or refuses to comply promptly with requirements, the Contracting Officer may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the contract or to excess costs or damages.

(d) The Contractor shall maintain an accurate record of, and shall immediately report orally or otherwise to the Contracting Officer all causes of death, occupational diseases, or traumatic injury arising out of or in the course of employment incident to the performance of work under the contract. Upon receipt of this notice, the Contracting Officer will forward EPA Form 1440-1 entitled, "Supervisor's Report of Accident" which shall be completed by the Contractor and forwarded to the Contracting Officer within seven (7) days after receipt thereof.

(e) During the performance of work under the contract, the Contractor shall comply with all procedures prescribed by the Contracting Officer for the control and safety of persons visiting the job site and shall comply with such requirements to prevent accidents as may be specified or issued by the Contracting Officer.

(f) The Contractor shall be responsible for insuring that his subcontractors comply with the provisions of this paragraph.

GC-7. DEBRIS AND CLEANING

(a) The Contractor shall promptly dispose of dirt, debris and litter, and keep the site clean at all times during the progress of the work.

(b) Upon completion of the work, the Contractor shall remove all construction equipment and surplus materials, except materials which remain the property of the Government as provided in the specifications, and shall leave the premises in a clean condition satisfactory to the Contracting Officer.

GC-8. EQUITABLE ADJUSTMENTS

The provisions of the "Changes" clause of Standard Form 23-A, General Provisions, are supplemented as follows:

(a) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this "Equitable Adjustment" clause, for work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request or any extension of such time as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(1) Proposals totaling $5,000.00 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer, or his authorized representative.

(2) For proposals in excess of $5,000.00, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following detail:

(b) Direct Costs. Material quantities by trades and unit costs (Manufacturing burden associated with material fabrication performed off the job site will be considered to be part of the material costs of the fabricated item delivered to the job site). Labor breakdown by trades and unit costs (Identified with specific item of material to be placed or operation to be performed).

Construction equipment exclusively necessary for the change. Costs of preparation and/or revision to shop drawings resulting from the change. Workmen's Compensation and Public Liability Insurance.

Employment taxes when size of change warrants revision.

(c) Overhead, Profit and Commission. The maximum allowable overhead, profit and

commission percentage given in this paragraph shall be considered to include, but are not limited to, job-site staff and office expense, incidental job burdens, small tools and general office overhead allocation. The percentages for overhead, profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

	Overhead	Profit	Commission
To Contractor on work performed by other than his own forces			10%
To first tier subcontractor on work performed by his subcontractors			10%
To Contractor and/or the subcontractors for that portion of the work performed with their respective forces	10%	10%	

Not more than four percentages, not to exceed the maximum percentages shown above, will be allowed regardless of the number of tier subcontractors. On proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit percentages shall be on the net increase in direct costs for the Contractor or subcontractor performing the work. However, where the Contractor or first tier subcontractor receives proposals in additive and deductive amounts from separate lower tier subcontractors, the commission shall be allowed on the added amounts prior to subtraction of the credit amounts.

(d) The Contractor shall submit with the proposal his request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the contract in its entirety.

(e) In considering a proposal, the Government shall make check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

(f) After receipt of a proposal the Contracting Officer shall act thereon, within 30 days; provided, however, that when the necessity to proceed with a change does not allow time properly to check a proposal or in the event of failure to reach an agreement on a proposal, the Government may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date. Such price shall not be more than the increase or less than the decrease proposed, except that on proposals under $100,000.00, the increase shall not exceed the proposed increase plus 10 per cent.

(g) Except in unusual cases where neither the Contractor nor the Government can ascertain the full extent of the work which will be required pursuant to a change until the work involved therein has been substantially completed, final agreement on a proposal shall be effected no later than the time when the work involved is estimated by the Contracting Officer to be 50 per cent complete; in the event final agreement cannot be reached by that time, the Contracting Officer shall issue a unilateral determination as to the equitable adjustment of the contract price and the time required for performance of the contract.

(h) The provisions of the "Differing Site Conditions" clause of Standard Form 23–A, General Provisions, are supplemented as follows: The Contractor shall submit all claims for equitable adjustment in accordance with, and subject to the requirements and limitations set out in this "Equitable Adjustments" clause.

GC–9. BREAKDOWN FOR PAYMENT ESTIMATES

(a) Before the first partial payment under the contract becomes due, the Contractor and Contracting Officer shall jointly prepare a schedule of the estimated values of each principal category of the work which when added together equal the total contract price. The values in the schedule will be used only for determining partial payments and shall be in such detail as may be required by the Contracting Officer. The cost of preparatory work, overhead, profit, bonds and insurance, taxes, warranties, as-built drawings, etc., shall be prorated into items of work through the life of the contract.

(b) Partial Payments containing requests for materials on site shall be accompanied by itemized inventory lists with unit prices and supporting invoices showing unit costs of materials on site.

(c) Contracting Officer may request evidence of payments by the Contractor to subcontractors at any time during the contract period.

GC–10. COOPERATION WITH OTHER CONTRACTORS

Coordination: During the construction period of the work covered by this contract, other contractors performing work for the Government may be operating concurrently at the site. To minimize interference and delay to the construction progress of all concerned, all contractors shall cooperate with each other and coordinate their construction operations to the fullest extent. As far as practicable, all contractors performing work for the Government at the site shall have equal rights to the use of all reference facilities. In a dispute regarding coordination of work, the matter shall be referred to the Contracting Officer for adjustment.

GC–11. SPECIFICATIONS AND DRAWINGS

(a) *Additional drawings and specifications.* Six sets of contract drawings and specifications will be furnished the Contractor by the Contracting Officer after award of the contract, without charge. Additional sets may be obtained on request at the cost of reproduction. Six copies will be furnished to the Contractor of drawings and specifications revised as a result of changes under the contract.

(b) *Omissions.* Omissions from the drawings or specifications of details of work manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed or required for warranted manufacturer's installation, shall not relieve the Contractor from performing as if fully and correctly set forth and described in the drawings and specifications.

(c) *Checking of drawings.* The Contractor shall check all drawings immediately upon receipt. Drawings shall not be scaled. Large scale drawings shall in general govern over small scale drawings. On any of the drawings where a portion of the work is drawn out and the remainder is shown in outline, the parts drawn out shall apply also to all other like portions of the work.

(d) *Deviations.* Deviations from the drawings and the dimensions therein given, whether or not errors believed to exist, shall be made only after written authority is obtained from the Contracting Officer.

GC–12. RIGHTS IN SHOP DRAWINGS

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

GC–13. SHOP DRAWINGS

(a) The Contractor shall submit shop drawings with such promptness as to cause no delay in his own work or in the work of any other contractor.

(b) One reproducible copy and two prints of the contractor's drawing for each sheet of the shop drawing shall be forwarded to the Contracting Officer accompanied by the original letter of transmittal and two (2) copies. After review, the reproducible copy will be returned to the Contractor by the Contracting Officer stamped "Approved," "Approved Except as Noted," or "Not Approved." The Contractor's original drawings shall be revised or new tracings prepared as may be necessary and a reproducible copy and prints resubmitted in number and procedure as hereinbefore stated. The reproducibles shall be made by the "Ozalid," "Autopositive," or other means acceptable to the Contracting Officer and each shall have an area about 4 x 3 inches left blank adjoining the title block where the stamp of approval may be imprinted.

(c) Two copies of catalogues, cuts, data and similar printed materials shall be submitted to the Contracting Officer. One copy of each item submitted for approval will be returned to the Contractor by the Government, approved or marked to indicate the corrections required. If additional copies are desired by the Contractor, the number of copies submitted shall be increased accordingly.

(d) Shop drawings shall consist of fabrication drawings, erection drawings, manufacturer scale drawings, wiring diagrams, cuts or catalogues, pamphlets, descriptive literature, performance and test data.

(e) Unless otherwise specified, shop drawings shall be submitted fully detailed and dimensioned for the work of all sections of the specifications.

(f) Approval of the Contractors' drawing by the Contracting Officer shall in no way relieve the Contractor of any of his responsibilities under the Contract. Fabrication, erection, setting of other work shall not be performed in advance of the receipt of "Approved" or "Approved Except as Noted" drawings.

(g) Each shop drawing shall have the following information clearly marked thereon:

(1) The job name, which shall be the general title of the contract drawings

(2) The date of the drawings and all revisions

(3) Name of Contractor

(4) Name of subcontractor

(5) The name of the item, material or equipment detailed thereon

(6) Transmittal letters and submissions should specifically indicate the section and paragraph of the specifications under which the approvals are being requested.

Variations from contract requirements shall be specifically pointed out in transmittal letters. Failure to point out deviations may result in the Government requiring rejection and removal of such work at no additional cost to the Government.

GC–14. PRODUCTS SPECIFIED BY TRADE NAME "OR EQUAL"

Wherever a patented proprietary, or trade name is used in the specifications with the qualifying phrase "or equal" the use of the trade name, etc., does not restrict bidders to that manufacturer's product or to the specified brand named. This method is used merely

to indicate the particular type, design, character, or quality of the article desired. Products of other manufacturers and other brands will be considered provided they conform to these general requirements and provided the Contractor submits proper data to indicate equality. The Contracting Officer will decide the question of equality.

GC-15. AS-BUILT DRAWINGS

(a) *As-Built Drawings.* The Contractor shall maintain during the progress of the work a complete and up-to-date set of record prints, which shall be open to inspection by the Contracting Officer at any time. These prints shall be marked up to record all changes in the work and the exact location of all exposed and concealed pipe runs, valves, plugged outlets, cleanouts and other control points including electrical conduits and ducts, in such manner as will provide a complete, accurate as-built record. The location of pipes or control points concealed underground, under concrete, in chases or above hung ceilings shall be dimensioned. As-built drawings shall be neatly marked with colored pencils or ink, and shall be delivered to the Contracting Officer in a condition satisfactory to him as a condition precedent to final acceptance of the work.

GC-16. CONTRACTOR INSPECTION SYSTEM

The Contractor shall (i) maintain an adequate inspection system and perform such inspections as will assure that the work performed under the contract conforms to contract requirements, and (ii) maintain and make available to the Government adequate records of such inspections.

GC-17. GOVERNMENT INSPECTION

(a) The work will be conducted under the general direction of the Contracting Officer or his duly authorized representative and is subject to inspection by his appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications or other portions of the contract without written consent of the Contracting Officer or his duly authorized representative nor shall the presence or absence of an inspector relieve the Contractor from any requirements of this contract.

(b) The Government reserves the right to appoint other or additional representatives authorized to inspect the work and the authority of any representative so appointed shall be subject to the same limitations as stated in the preceding paragraph unless the Contracting Officer shall otherwise direct in writing.

(c) The Contractor shall furnish the inspector daily job time sheets indicating number of employees, hours worked and description of work performed, identified for the contractor and each subcontractor.

(d) At least twenty-four hours shall be allowed for Government inspection prior to any test or concrete placement. The inspection will be made after notification that all items have been installed for the test or concrete placement. Should the inspection reveal that corrective measures are required or that the work is not complete, an additional twenty-four hours will be allowed to complete the Government inspection after all work has been corrected or completed.

(e) The Contracting Officer shall be notified at least twenty-four hours in advance of backfilling or encasing of any underground utility in order that final location and elevations can be recorded by the Government survey. Failure to provide such notification may require reopening of trench to obtain survey data and rebackfilling, all at the Contractor's expense.

(f) If any part of the work as installed be at variance with the contract requirements, the Contracting Officer may, if he finds it to be in the interests of the Government, allow all or any part of such work to remain in place, subject to a proper adjustment in the contract price.

(g) The Contractor shall give the Contracting Officer at least ten (10) days advance notice of the date the work will be fully completed and ready for final inspection and tests. Should it develop that the work installed does not justify such inspection at that time, or that the character of the materials or workmanship is such that reinspection is found necessary, the cost of such re-inspection including the salary of the inspector, his traveling and other expenses, shall be borne by the Contractor and will be deducted from any money due him on his contract.

GC-18. STANDARD REFERENCES

(a) Any materials, equipment, or workmanship specified by reference to the number, symbol, or title of any specific Standard shall comply with the latest edition or revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in these specifications.

(b) Standards referred to in the specifications are incorporated herein by reference.

(c) "Federal Specifications," "Commercial Standards," and "Simplified Practice Recommendations" can be purchasedfro m the Superintendent of Documents, United States Government Printing Office, Washington, mendations" can be purchased from the price of each copy are contained in the respective indexes obtainable from the same source at current prices.

(d) Standards of Associations referred to in the specifications may be obtained directly from the Association.

GC-19. WEATHER DATA-CLIMATIC CONDITIONS

(a) Data regarding weather conditions in the project area may be found in the "Climatological Data in Annual Summary," published by the U.S. Weather Bureau. In ascertaining facts and extent of delay due to unusually severe weather under Clause 5 of General Provisions (Standard Form 23-A) of the contract entitled "Termination for Default—Damages for Delay—Time Extensions," the average weather conditions as determined from the aforementioned data publication, over the last five year period will be used as a comparison.

(b) When so ordered by the Contracting Officer, the Contractor shall suspend only work that may be subjected to damage by climatic conditions.

GC-20. GUARANTEES

Unless otherwise provided in the specifications, the Contractor guarantees all mechanical and electrical work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for one year after the date of final acceptance or the date the equipment or work was placed in use by the Government.

If, within any guarantee period, the Contracting Officer finds that guaranteed work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion, are inferior, defective, or not in accordance with the terms of the contract, he shall so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the Government:

Place in a satisfactory condition all of such guaranteed work;

Satisfactorily correct all damage to equipment, the site, the building or contents thereof, which is the result of such unsatisfactory guaranteed work; and

Satisfactorily correct any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials and equipment that may have been guaranteed under another contract.

Should the Contractor fail to proceed promptly in accordance with the guarantee, the Government may have such work performed at the expense of the Contractor.

Any special guarantees that may be required under the contract shall be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guarantees.

The Contractor shall obtain each transferable guarantee or warranty of equipment, materials or installation thereof which is furnished by any manufacturer, supplier or installer in the ordinary course of the manufacturer's, supplier's or installer's business or trade. In addition, the Contractor shall obtain and furnish to the Government all information which is required in order to make any such guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract.

GC-21. PROGRESS CHARTS AND REQUIREMENTS FOR OVERTIME WORK

(a) The Contractor shall within ten (10) days or within such time as determined by the Contracting Officer, after date of commencement of work, prepare and submit to the Contracting Officer for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials plant, and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the Contracting Officer, and shall immediately deliver to the Contracting Officer three copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Contracting Officer may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.

(b) If, in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Government.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this provision shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with the clause of the contract

entitled "Termination for Default-Damages for Delay-Time Extensions."

GC-22. LAY OUT OF WORK

The Contractor shall lay out his work from Government established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, and materials and labor as may be required in laying out any part of the work from the base lines and bench marks established by the Government. The Contractor will be held responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due to or become due the Contractor.

(40 U.S.C. 486(c); sec. 205(c), 63 Stat. 377, as amended)

[FR Doc.73-15623 Filed 7-27-73;8:45 am]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 25]

[Docket No. 19770]

COMMUNICATIONS SATELLITE CO.

Proposed Financial Rules; Extension of Time for Comments

Order. In the matter of amendment of Part 25 of the Commission's rules and regulations with respect to Commission authorization of the issuance of securities, borrowing of money, or assumption of obligations in respect of the securities of another person by the Communications Satellite Corporation, Docket No. 19770.

1. The Communications Satellite Corporation (Comsat) and COMSAT General Corporation (Comsat General) have each filed requests to extend the time for filing comments in the above-entitled proceeding[1] for a period of 60 days.

2. The parties have shown good cause for the requested extension. In addition, Comsat has stated that it is "not contemplating a financing in the foreseeable future" and Comsat General has stated that it "does not propose to engage, in the near future, in a significant financial issue." It appears that the public interest would be served by granting the requested extension, with the condition that Comsat or Comsat General promptly notify the Commission, in full detail, at least 60 days in advance should either corporation propose to engage in any financing during the period prior to final Commission action on the rules proposed in this proceeding.

Accordingly, pursuant to the authority of Section 0.303(a) of the Commission's rules and regulations, IT IS ORDERED, that the time for filing comments in the above-entitled proceeding is extended until September 24, 1973, and the time for filing reply comments is extended until October 5, 1973.

Adopted: July 23, 1973.

Released: July 24, 1973.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BERNARD STRASSBURG,
Chief, Common Carrier Bureau.

[FR Doc.73-15616 Filed 7-27-73;8:45 am]

[1] Published at 38 FR 16245, June 21, 1973.

[1] On joint petition by committees of the Federal Communications Bar Association and the American Bar Association; and on motion of Citizens Communications Center as counsel for a number of petitioners.

[47 CFR Part 73]

[Docket No. 19715]

ASCERTAINMENT OF COMMUNITY PROBLEMS BY BROADCAST APPLICANTS

Order Extending Time for Filing Comments and Reply Comments

In the matter of ascertainment of community problems by broadcast applicants, Part 1, sections IV-A and IV-B, of broadcast application forms, and Primer thereon, Docket No. 19715.

1. The Commission has under consideration a petition by American Broadcasting Companies, Inc. (ABC), filed July 16, 1973, requesting that the time for submiting comments in this proceeding be extended from August 1 to September 1, 1973, and reply comments, from August 31 to September 30, 1973.

2. On March 22, 1973, the Commission adopted a Notice of Inquiry in this matter (FCC 73-330) and specified that comments and reply comments should be filed by June 1 and June 22, respectively. Publication was made in the FEDERAL REGISTER on March 29, 1973 (38 FR 8190).

3. An Order was adopted on May 24, 1973 (38 FR 14709, June 4, 1973), by delegated authority, extending the dates for filing comments and reply comments herein to and including August 1 and August 31, respectively (B-03019).[1]

4. In support of its request, ABC states that it has made progress on drafting fully responsive comments, but that additional time is necessary in face of the scope of this proceeding, the complexity introduced herein by the Commission's Interim Report and Order of May 4, 1973 (in Docket No. 19153), concerning television renewals and the requirement therein of "continuing dialogue" in ascertainment through annual listings of community problems, and the difficulty due to petitioner's key people on the comments being actively engaged at this time in other important Commission proceedings. Petitioner states that it needs the requested time to refine an approach and comments which will be of maximum assistance and comprehension to the Commission.[2]

5. The Commission seeks a full and productive record in this proceeding without undue delay. We believe that the extension of time as requested would not constitute an undue delay and that the public interest would be served by a grant of the petition. We do not here address the petitioner's contentions concerning the Interim Report and Order in Docket No. 19153, *supra*.

6. *Accordingly, it is ordered*, That the dates for filing comments and reply comments in this proceeding ARE EXTENDED to and including, September 4, 1973, and October 1, 1973, respectively.

7. *It is further ordered*, That the petition by American Broadcasting Companies, Inc. is granted.

8. This action is taken pursuant to authority contained in sections 4(i), 5(d)(1) and 303(r) of the Communications Act of 1934, as amended, and §§ 1.45(e), 1.46 and 0.281(d)(8) of the Commission's rules and regulations.

Adopted: July 19, 1973.

Released: July 20, 1973.

[SEAL] HAROLD L. KASSENS,
Acting Chief,
Broadcast Bureau.

[FR Doc.73-15618 Filed 7-27-73;8:45 am]

[1] A statement in support of the ABC petition was filed by the National Association of Broadcasters on July 18, 1973. NAB refers to the matter of the Interim Report and Order in Docket No. 19153 and also suggests that a brief extension would increase the responses in the instant proceeding.

[47 CFR Part 73]

[Docket No. 19763]

TABLE OF ASSIGNMENTS, FM BROADCAST STATIONS

Order Extending Time for Filing Comments and Reply Comments

In the matter of amendment of § 73.202(b), *Table of assignments*, FM Broadcast Stations. (*Ripley, Miss.*; Berryville, Ark.; Caro, Mich.; Mitchell, S.D.; Bolivar, Tenn.; Honea Path, S.C.; Pawhuska, Okla.; Oak Creek, Colo.; Springhill, La.; Quitman, Miss.; and Huntingburg, Ind.) Docket No. 19763, *RM-2066*, RM-2141, RM-2103, RM-2171, RM-2110, RM-2173, RM-2112, RM-2174, RM-2123, RM-2178, RM-2138.

1. On June 6, 1973, the Commission adopted a notice of proposed rulemaking in the above-captioned proceeding. Publication was given in the FEDERAL REGISTER on June 19, 1973, 38 FR 15971. Comment and reply, comment dates are presently July 20, and July 31, 1973, respectively.

2. J. W. Furr, applicant for authority to construct and operate an FM radio station at Aberdeen, Mississippi, by counsel, filed a request for an extension of time to and including August 3, 1973,

for the filing of comments. Counsel states that due to the press of other business including pre-existing commitments it is impossible to complete the comments within the time presently allotted.

3. We are of the view that the requested extension of time is warranted and would serve the public interest. *Accordingly, it is ordered*, that the time for filing comments and reply comments are extended to and including August 3, 1973, and August 14, 1973, respectively, in RM-2066 only.

4. This action is taken pursuant to authority found in sections 4(i), 5(d)(1), and 303(r) of the Communications Act of 1934, as amended, and § 0.281(d)(8) of the Commission's rules.

Adopted: July 20, 1973.

Released: July 24, 1973.

[SEAL] WALLACE E. JOHNSON,
Chief, Broadcast Bureau.

[FR Doc.73-15617 Filed 7-27-73;8:45 am]

[47 CFR Part 73]

[Docket No. 19734]

TABLE OF ASSIGNMENTS, FM BROADCAST STATIONS

Order Extending Time for Filing Comments and Reply Comments

In the matter of amendment of § 73.202(b), *Table of assignments*, FM Broadcast Stations. (Sioux Falls, South Dakota and Windom, Minnesota), Docket No. 19734, RM-1987.

1. On May 9, 1973, the Commission adopted a notice of proposed rulemaking in the above-captioned proceeding. Publication was given in the FEDERAL REGISTER on May 21, 1973, 38 FR 13389. Comment and reply comment dates are presently designated as July 23 and August 3, 1973, respectively.

2. In a petition for extension of time dated July 19, 1973, counsel for John L. Breece (proponent in this proceeding) requested that the time for filing comments and reply comments be extended to August 6 and August 16, 1973, respectively. Counsel states that it requires additional time in order to complete studies necessary to provide additional information required by the Notice of proposed rulemaking.

3. It appears that the requested extension is warranted. *Accordingly, it is ordered*, That the dates for filing comments and reply comments ARE EXTENDED to and including August 6 and August 16, 1973, respectively.

4. This action is taken pursuant to authority found in sections 4(i), 5(d)(1), and 303(r) of the Communications Act of 1934, as amended, and § 0.281(d)(8) of the Commission's rules.

Adopted: July 20, 1973.

Released: July 24, 1973.

[SEAL] WALLACE E. JOHNSON,
Chief, Broadcast Bureau.

[FR Doc.73-15615 Filed 7-27-73;8:45 am]

[47 CFR Part 73]

[Docket No. 19789; FCC 73-762]

COMBINATION ADVERTISING RATES AND OTHER JOINT SALES PRACTICES

Notice of Inquiry and Proposed Rulemaking

1. The Commission has recently received many inquiries and requests for rulings concerning its policies as to combination advertising rates and other joint sales practices involving broadcasters. Similar questions have been raised as to cable television systems. It is the purpose of this Notice of Inquiry and Notice of Proposed Rule Making to gather additional information on certain aspects of our policies in this area and their application to certain situations, and to consider codifying those policies, or parts of them.

2. The Commission has frequently stated that although it is not charged with administering the anti-trust laws, it will take cognizance of the policies behind those laws in making its own public interest findings. For example, the Commission has ruled that the limited monopoly of the use of a particular frequency shall not be used as a trade weapon to gain a competitive advantage in a nonbroadcast field, *WFLI, Inc.*, 13 FCC 2d 846 (1968), and has specifically disapproved of a rate package between a licensee and a commonly owned nonbroadcast business, Sarkes Tarzian, Inc., 23 FCC 2d 221, 18 RR 2d 693 (1970). The Commission has by rule (73.658(i)) prohibited a TV network from representing its affiliates for the sale of non-network time, Network Representation of Stations in National Spot Sales, 27 FCC 697 (1959). On January 31, 1963, the Commission issued a Public Notice concerning combination advertising rates, FCC 63-83, 24 RR 930. A copy of that Public Notice is attached for ease of reference. The Commission there stated essentially that separately owned stations serving the same area should be competitors, and that the selling of such stations in combination raised questions as to the extent of the competition and as to the policies underlying the anti-trust laws. It was stated that combination rates conflict with Commission policy and the public interest. The Notice also stated that the prohibition against combination rates could not be avoided by indirect action; e.g., having an advertising agency offer combination rates on behalf of two or more separately owned clients that are broadcast licensees serving the same area. Combination rates are permissible for commonly owned stations unless the practice is used to unfairly advance a competitive position. See Indianapolis Broadcasting, Inc., 22 FCC 421, 509 (1957).

3. In Midcontinent Broadcasting Company of Wisconsin, Inc, 11 RR 2d 1081 (1967), the Commission found that two commonly owned television stations serving different areas required national advertisers to buy time on both stations during or adjacent to periods when the stations were identically programmed. No forced combination rates were imposed on local or regional advertisers at any time, or on national advertisers when the stations were separately programmed. The Commission held:

> * * * any policy which requires a time buyer to purchase time on a station in order to obtain time on another station is anti-competitive in nature and, as such, is contrary to the purposes of the antitrust laws, and is against the public interest. A multiple owner who is able to sell time on one of his stations because a buyer desires to purchase time on another enjoys an unfair advantage over competitors who either do not have such leverage or do not employ it. (11 RR 2d at 1082).[1]

4. In Golden West Broadcasters, 16 FCC 2d 918 (1969), the Commission considered its cross-interest policy as applied to sales representatives. The petitioner in that case alleged that Metromedia, licensee of Station KNEW-TV, San Francisco, California, owned a national spot sales firm called Metro TV Sales that represented another television station in the same market; namely, Station KTVU-TV, licensed to Cox Broadcasting Co. In fact, it appears that Metro TV Sales resigned as Metromedia's KNEW-TV representative so that it could handle the KTVU-TV account. The petitioner also alleged that Storer Broadcasting Co. and Golden West Broadcasters, both licensees of AM stations in Los Angeles, had formed a joint venture called Major Market Radio, Inc., which was the spot sales representative for Golden West's Station KMPC, Los Angeles. The Commission stated:

> We are of the view that representation of a station by licensee or licensee-owned organization which operates a station in the same service in the same area gives the licensee-representative a large stake in the financial well-being of the station it represents and that this relationship necessarily militates against competition by the two stations. (16 FCC 2d at 921)

The conclusion was that:

> * * * The representation of a station by a sales representative owned wholly or partially by the licensee of a competing station in the same community or service area is a violation of longstanding Commission policy proscribing cross-interests by licensees in more than a single station in the same service in the same areas. (16 FCC 2d at 920-921)

The Commission stated that the cross-interest policy was based on its concern

[1] In a subsequent case the Commission did not apply this policy to a situation involving a parent television station and its 100 percent satellite. The Commission stated that as a 100 percent satellite, the station "* * * does nothing more than rebroadcast the programs of the parent station, including advertisements. As long as the station remains a 100-percent satellite, with no means of originating programs or advertising locally, time is sold, by the very nature of a 100-percent satellite operation, for both . . . markets." Midcontinent Broadcasting Company of Wisconsin, Inc., 12 FCC 2d 111, 113, 12 RR 2d 763, 766 (1968). A station that is primarily a satellite, as contrasted to a 100 percent satellite, has the capability for local originations and would not come under the exception set out in this case.

for the potential impairment of competition, so that it did not need to find actual injury to competition, citing Shenandoah Life Insurance Co., 19 RR 1, (1959).

5. We are here asking for information concerning our basic policies in this area and, more particularly, information and comments on the applicability of our policies to specific situations. At this point there is one area where we believe that change may be appropriate. In FM Group Sales, Inc., 2 RR 2d 1110 (1964), we did permit combination rates between FM stations serving the same area, subject to specified limitations, designed to encourage the competitive position of FM stations vis-a-vis AM stations. In the nine years that have passed since that decision, the economic position of FM stations as a whole has substantially improved. We are inclined to believe that the ruling in that case may no longer be appropriate. However, before issuing a ruling, we think that more information, especially as to the extent of such combined FM sales practices, is appropriate and questions on this subject are included below.

6. Those filing comments and information in response to the questions set out below are requested to bear in mind that we are not seeking to minimize competition. Rather, we are seeking to maintain a healthy, competitive, economic environment for broadcasting, consistent with the public interest and the policies underlying the anti-trust laws. With that background, we turn to the specific questions we have concerning this area.

7. In some cases, the Commission has stated that separately owned stations serving substantially the same market or area may not have combination rates. In another case, the Commission acquiesced in a combination rate where separately owned stations had only a minimal overlap of their contours. In order to assure arm's length competition, what standard should be used in defining "substantially the same market or area?" Or should a definition based on overlap of specified contours be used? If so, what contours? Would a standard similar to the "community encompassment" standard used in the multiple ownership rules be appropriate? (See §§ 73.35(a), 73.240(a)(1) and 73.636(a)(1) of the Commission's rules).

8. The Commission presently permits commonly owned stations in the same market to have combination rates, assuming the practice is not employed to advance unfairly a competitive position, regardless of whether the stations simulcast or have the same general format. Should the Commission continue to permit such combination rates? Or should they be prohibited if the combined rate is less than the sum of the separate rates offered by the licensee? If discounts are permitted, at what point do such discounts "unfairly advance a competitive position" or what guidelines should be used in making that determination?

9. The Commission presently permits commonly owned stations in different markets to have combination rates, assuming that the practice is not employed to advance unfairly a competitive position. Should the Commission continue to permit such combination rates? Or should they be prohibited if the combined rate is less than the sum of separate rates offered by the licensee? If discounts are permitted, at what point do such discounts "unfairly advance a competitive position" or what guidelines should be used in making that determination?

10. Should the prohibition against forced combination rates be applied to commonly owned AM–FM combinations in the same market during such periods as they are simulcasting? What additional costs can be anticipated by such a prohibition? Should the prohibition be applied to all markets or should smaller markets be exempt? If so, how should "smaller market" be defined?

11. Should the prohibition against sales representation of a station by a licensee or licensee-owned sales organization that operates a competing station in the same service in the same area be expanded to include stations not in the same service? For example, should a sales representative owned by a television station be prohibited from representing an AM or FM station in the same area? Should the prohibition be applied in the same service if the two stations do not compete for the same audiences? For example, a black-oriented AM station owns a sales organization. May it represent a Spanish-language AM station in the same market? A country and western music station? If so, what showing should be required to establish that the stations do not compete?

12. Should a sales representative be permitted to represent two or more stations in the same market: (a) If the stations are in the same service?; (b) if the stations are in different services?; (c) if the stations are in the same service but allegedly appeal to different audiences?

13. Are there any separately owned FM stations in the same area or market that have combined rate plans similar to that approved in FM Group Sales, Inc., supra? If so, what stations are involved? What percentage of total revenues of each station are obtained through such combined efforts? What would the effect of prohibiting such practices be on the stations involved?

14. Are there any reasons why combination rates between cable television systems and broadcast licensees should not be treated in the same manner as combination rates between broadcasters? If so, in what manner and why should combination rates between cable television systems and broadcast licensees be accorded different treatment?

15. Those filing comments may also provide any additional pertinent information they believe will be useful to the Commission in its inquiry.

16. The Commission further believes that it is appropriate to designate this proceeding as one of proposed rule making. Such rules may codify the existing policies as set out in the Public Notices and cases cited above, and the additional matters about which more information is sought in paragraphs 7 through and including 14, above. The Commission recognizes that in view of the nature of the problems presented, it may be appropriate to issue a further notice of proposed rule making delineating precise proposals. On the other hand, the information received may lead us to conclude that rules, in all or some areas, should be adopted without further notice. In this way the Commission will have the flexibility to take the course of action that appears appropriate in the circumstances.

17. Authority for the institution of this proceeding, and adoption of rules concerning the matters involved, is found in sections 4(i), 303(f), (g) and (r), and 403 of the Communications Act of 1934, as amended.

18. Pursuant to the applicable procedures set out in § 1.415 of the Commission's Rules, interested persons may file comments on or before November 1, 1973, and reply comments on or before December 3, 1973. 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, the Commission may also take into account other relevant information before it, in addition to the specific comments invited by this Notice.

19. 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. Responses will be available for public inspection during regular business hours in the Commission's Broadcast and Docket Reference Room at its Headquarters in Washington, D.C.

Adopted: July 18, 1973.

Released: July 23, 1973.

FEDERAL COMMUNICATIONS COMMISSION,[1]
[SEAL] VINCENT J. MULLINS,
Acting Secretary.

[Public Notice 30451–B]

COMBINATION ADVERTISING RATES

JANUARY 31, 1963.

Information coming to the attention of the Commission has indicated that in certain instances two or more broadcast licensees, serving substantially the same areas, have entered into agreements whereby, either directly or indirectly through a representative acting for all, combination rates are offered to advertisers who purchase time for the broadcast of commercial spot announcements by all participating stations.

In the Commission's view, combination rate agreements or practices by independent stations serving the same area raised serious questions under the policies underlying the antitrust laws (15 U.S.C. 1); conflict with established Commission policy, and are contrary to the public interest.

[1] Chairman Burch absent; Commissioner Johnson concurring in the result.

Although the Commission does not enforce the antitrust laws as such, it has the authority, and, indeed, the responsibility, to take cognizance of the public policy considerations underlying such laws. *National Broadcasting Company* v. *U.S.*, 319 U.S. 190, 222–224. *Report on Uniform Policy as to Violations by Applicants of Laws of United States.* 1 Pike & Fischer, R.R. 21:495; 91:497 Thus, "The Commission, although not charged with the duty of enforcing the law, should administer its regulatory power with respect to broadcasting in the light of the purpose for which the Sherman Act was designed to achieve." *Report on Chain Broadcasting*, Commission Order No. 37, Docket No. 5060, May 1941. See also, *Mansfield Journal* v. *Federal Communications Commission*, 180 F. 2d 28, 33–34.

It is clear that inherent in combination rate agreements is the element of price fixing by independent parties who should be competing with one another. Such price-fixing practices are obviously contrary to the public interest. Cf. *Radio Fort Wayne, Inc.*, 9 Pike & Fischer, R.R. 1221, 1222k.

These combination rate practices by independent stations serving substantially the same areas are also inconsistent with the long-standing policy evolved under the Commission's multiple ownership rules, 47 C.F.R. 3.35, 2.240, 3.636. Thus, in *Minnesota Broadcasting Corp.*, 4 Pike & Fischer, R.R. 1377, 1379, the Commission stated:

"In applying the policies set forth in these rules, the Commission has consistently refused to permit *any* common ownership between broadcast stations in the same city *in the interest of promoting and maintaining full competition between such stations.*" (Emphasis supplied.)

The above combination rate practices are in flagrant conflict with this basic policy of promoting "arms length competition" among broadcast stations. *Shenandoah Life Insurance Company*, 19 Pike & Fischer, R.R. 1, 2. See also, *West Shore Broadcasting Company*, 18 Pike & Fischer, R.R. 376, 378.

We wish to make clear that our ruling is not designed solely to insure that the public, including advertising members of the public, find the field of broadcasting to be one of open and fair competition. The broadcast station in the area is also entitled to face broadcast competitors—not combinations. Otherwise, the station not participating in such combination rate arrangements might lose substantial revenues because of these improper arrangements—to the possible detriment of its overall operation and its service to the public in its area.

For the foregoing reasons, the Commission has concluded that the above-described combination rate arrangements are not in the public interest. The Commission expects that the publication of this notice will apprise licensees participating in such arrangements of the necessity of modifying their commercial practices to the extent necessary to comply with the views expressed herein, and that such licensees will act with reasonable diligence in so complying.

Adopted: January 30, 1963.

[FR Doc.73-15614 Filed 7-27-73;8:45 am]

[47 CFR Part 91]

[Docket No. 19790; FCC 73-780]

PETROLEUM RADIO SERVICE

Expanded Use of Tone and Impulse Signaling

In the matter of amendment of Part 91 of the Commission's rules to permit expanded use of tone and impulse signaling in the Petroleum Radio Service, Docket No. 19790; RM-1680.

1. The Central Committee on Communication Facilities of the American Petroleum Institute (API) has filed a petition requesting an amendment of Part 91 of the Commission's Rules to permit expanded use of tone and impulse signaling on Petroleum Radio Service land mobile frequencies above 25 MHz. The rule changes sought by API would permit Petroleum Radio Service licensees to utilize tone and impulse signaling to verify status of equipment, to adjust operating conditions, to correct abnormal conditions, and to provide automatic confirmation of equipment or process status.

2. Present Petroleum Service Rules permit tone or impulse signaling on mobile service frequencies above 25 MHz on a secondary basis to indicate failure, or impending failure of equipment, or to indicate abnormal conditions which, if not promptly corrected, would result in failure of facilities. The API petition refers to the Power Radio Service Rules, amended in Docket 13812 (42 FCC 1081) and 15427 (42 FCC 1191) permitting the wider use of tone impulse signaling; and asserts that the petroleum industry is faced with many of the same types of problems which are encountered by the utilities. API contends, however, that petroleum requirements are somewhat broader because failures may involve pressures, flow rates, and fluid levels rather than "on" and "off" situations generally encountered in the Power Service.

3. The Commission agrees that a somewhat wider use of petroleum land mobile frequencies for certain point-to-point non-voice transmissions should be permitted. These point-to-point transmissions on mobile frequencies should be on a secondary basis subject to the condition that harmful interference is not caused to the primary operation of any other licensee on the particular frequency. We are not however, proposing to permit use of land mobile service frequencies for fixed telemetry and telecommand purposes. As in the past, we expect point-to-point telemetry to be conducted on frequencies allocated for fixed use. Additional frequencies for telemetry have been made available in Docket 19451 (FCC 72-173, 37-FR-4454), released March 3, 1972. We also believe that the rules governing the Power Radio Service should be revised so as to be consistent with the more permissive rules we are proposing for the petroleum service. Since there are many similarities between power service and petroleum service operational requirements, amendment of the rules to provide correspondence between the two services is desirable. Therefore, we propose to amend the Petroleum and Power Radio Service Rules to provide for the following:

(a) To permit manually activated transmission of tone or impulse signals to verify equipment status, to adjust operating conditions, or to correct any abnormal conditions which would otherwise result in the failure of facilities.

(b) To permit automatic indication of any abnormal condition in facilities.

(c) To permit automatic confirmation that the manual correction has been accomplished.

(d) To permit point-to-point signaling on a secondary non-interference basis to radiotelephone operations.

(e) To implement "state-of-the-art" digital techniques by reducing the message length permitted (includes any redundancy desired) to two seconds for new installations after the effective date of these new rules.

(f) To provide for signaling techniques which are not included under A1, A2 and F1, F2 emission by adding the A9 and F9 designators.

4. The Commission has received similar petitions in the matter of expanded use of tone and impulse signaling from other radio services. (Docket 19662 FCC 72-1165 proposes to amend the public safety rules to permit expanded, fixed signaling and alarming.) In view of the active interest which this type of rule change has engendered, and in order that the Commission may take comprehensive action after considering all pertinent questions, the Commission requests comments particularly on the following questions:

(a) Are there any other services in Parts 89, 91, or 93 which do not have this capability and which feel they require similar rule changes? If so, what are the reasons therefor?

(b) Should there be a limit to the number of interrogations during a specific period of time so as the licensee would not be transmitting continuously?

5. This notice of proposed rule making and inquiry is issued pursuant to the authority contained in sections 4(i), 303 and 403 of the Communications Act of 1934, as amended. Pursuant to applicable procedures set forth in § 1.415 of the Commission's rules, interested persons may file comments on or before October 1, 1973, and reply comments on or before October 16, 1973. 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, the Commission may also take into account other relevant information before it, in addition to the specific comments invited by this notice.

6. In accordance with the provisions of § 1.419 of the Commission's rules, an original and fourteen copies of all statements, briefs, or comments filed shall be furnished the Commission. Responses will be available for public inspection during regular business hours in the Commission's Public Reference Room at its headquarters in Washington, D.C.

Adopted: July 18, 1973.

Released: July 23, 1973.

FEDERAL COMMUNICATIONS COMMISSION,[1]

[SEAL] VINCENT J. MULLINS,
Acting Secretary.

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[1] Chairman Burch absent.

Part 91 of the Commission's rules is amended as follows:

1. Section 91.252 is revised to read as follows:

§ 91.252 Availability and use of Service.

* * * * *

(f) In the Power Radio Services, fixed operations may be authorized for tone and impulse signaling on mobile service frequencies above 25 MHz subject to the condition that harmful interference is not caused to the primary mobile service operation of any licensee subject to the following limitations:

(1) * * *

(iii) Manually supervised transmission from the point where alarms are received as may be necessary to verify status of equipment or processes, to adjust operating conditions, or to correct any abnormal conditions which would otherwise result in the immediate or continued failure of the production, transmission or distribution facilities.

(iv) Automatic confirmation of status, or that an operation or correction intended to be accomplished in paragraph (f) (1) (iii) of this section has occurred.

(2) For equipment installed after _____ 1973, the maximum duration of a non-voice transmission, including automatic repeats, may not exceed two seconds.

* * * * *

(6) The plate power input to the final radio frequency stage of any transmitter shall not exceed 50 watts.

(7) Only A1, A2, A9, F1, F2, or F9 emissions will be authorized for such operational fixed stations.

(8) Operational fixed stations licensed under the provisions of this paragraph are exempt from the requirements of § 91.54(e) (2), 91.107(c) and 91.152.

(9) Any operational fixed station authorized under the provisions of this paragraph shall be equipped with a device which will automatically de-activate the transmitter and require manual re-set in the event the carrier of such transmitter remains on for a period in excess of three minutes.

2. Section 91.253 is amended by deleting the text of paragraphs (b) and (c) and substituting the word "Reserved".

§ 91.253 Station limitations.

* * * * *

(b) [Reserved]

(c) [Reserved]

* * * * *

3. Section 91.302 is revised to read as follows:

§ 91.302 Availability and use of service.

* * * * *

(d) In the Petroleum Radio Services, fixed operations may be authorized for tone and impulse signaling on mobile service frequencies above 25 MHz subject to the condition that harmful interference is not caused to the primary mobile service operation of any other licensee subject to the following limitations:

(1) * * *

(iii) Manually supervised transmission from the point where alarms are received as may be necessary to verify status of equipment or processes, to adjust operating conditions, or to correct any abnormal conditions which would otherwise result in the immediate or continued failure of the production, collection, refining, or transporting facilities.

(iv) Automatic confirmation of status, or that an operation or correction intended to be accomplished in paragraph (d) (1) (iii) of this section has occurred.

(2) For equipment installed after _____ 1973, the maximum duration of a non-voice transmission, including automatic repeats, may not exceed two seconds.

* * * * *

(6) The plate power input to the final radio frequency stage of any transmitter shall not exceed 50 watts.

(7) Only A1, A2, A9, F1, F2, or F9 emissions will be authorized for such operational fixed stations.

(8) Operational fixed stations licensed under the provisions of this paragraph are exempt from the requirements of §§ 91.54(e) (2), 91.107(c), and 91.152.

(9) Any operational fixed station authorized under the provisions of this paragraph shall be equipped with a device which will automatically de-activate the transmitter and require manual reset in the event the carrier of such transmitter remains on for a period in excess of three minutes.

4. Section 91.303 is amended by deleting the text of paragraph (b) and substituting the word "Reserved".

§ 91.303 Station limitations.

* * * * *

(b) [Reserved]

* * * * *

[FR Doc.73-15613 Filed 7-27-73;8:45 am]

FEDERAL DEPOSIT INSURANCE CORPORATION

[12 CFR Part 329]

INTEREST ON DEPOSITS

Payment of Time Deposits Before Maturity and Loans Secured by Time Deposits

1. The Board of Directors of the Federal Deposit Insurance Corporation is considering various amendments to Part 329 of the rules and regulations of the Federal Deposit Insurance Corporation (12 CFR Part 329). The proposed amendments relate to (1) the imposition of withdrawal penalties in the event of a change in the interest rate or maturity of a time deposit, (2) the disclosure of withdrawal penalties to bank customers, and (3) changes in the requirements for loans secured by time deposits.

On July 5, 1973, the Board of Directors amended § 329.4 of the rules and regulations of the Federal Deposit Insurance Corporation which relates to the payment of time deposits before maturity (12 CFR 329.4). The amendment revised paragraph (d) of § 329.4 so as to eliminate the requirement for a statement of need in the event of withdrawal of all or part of a time deposit before maturity. Under the revision, an insured State nonmember bank may pay any time deposit prior to maturity only so long as the rate of interest on the amount withdrawn does not exceed the maximum rate which the bank may pay on savings deposits on the date of withdrawal. In addition, the depositor forfeits all interest on the amount withdrawn (calculated at the savings deposit rate) for a period of three months, or for the legnth of time the funds have been on deposit if less than three months.

Effective July 1, 1973, the Board of Directors authorized increases in the maximum interest rates which insured State nonmember banks (including insured nonmember mutual savings banks) may pay on passbook savings deposits and most categories of time deposits. The Board of Directors also established a new category of time deposits on which there is no maximum interest rate.

The amendments relating to the payment of time deposits before maturity and the new ceilings on interest rates appeared in the July 12 issue of the FEDERAL REGISTER (38 FR 18543-44).

The FDIC has tradationally taken the position that insured State nonmember banks may raise the interest rates payable on their existing time deposits whenever the FDIC raises the maximum interest rates payable on time deposits with equivalent maturities. In the past this could be done without renewing or extending the bank's deposit contracts, and without penalty to the depositor.

The Board of Directors is aware that a number of insured State nonmember banks raised the interest rates payable on their time deposits as of July 1, 1973, the effective date of the higher maximum interest rates authorized by the Board, or as of some later date. Under the amendment to § 329.4, all existing time deposits upon which interest is paid on or after July 1, 1973 at a rate in excess of the maximum rate payable on such deposits as of June 30, 1973 will be subject to the new penalties on withdrawal prior to maturity which appear in paragraph (d) of § 329.4, as amended. This is made clear in the last sentence of footnote 11b which follows that paragraph. Thus, anyone who had a time deposit in an insured State nonmember bank on July 1, 1973 could have received a higher rate of interest on his deposit as of that date, subject only to the condition that any withdrawal of his funds before the maturity of the original deposit would be subject to the new penalties.

The Board of Directors has concluded that individual depositors should not receive a higher rate of interest on their time deposits than that afforded them by their contract with the depository bank as a result of changes in the interest rate ceilings established by Federal

regulation. Moreover, individual depositors do not have a right to withdraw their time deposits before maturity. Such withdrawals may only be made with the consent of the bank and then only if the depositor pays the appropriate penalty.

The Board of Directors believes that insured State nonmember banks should not make wholesale changes in the interest rates they pay on existing time deposits simply because the FDIC has raised the maximum interest rates payable on such deposits. Such action tends to defeat the efforts of the FDIC and the other financial supervisory agencies to bring about orderly changes in the interest rate structure and tends to disrupt the competitive balance maintained by various financial institutions. Accordingly, while rate action already taken would be unaffected, the Board of Directors proposes to limit such activity in the future by treating an increase in the interest rate paid on an existing time deposit, or the conversion of that deposit to one having a longer maturity if it bears a higher interest rate, as equivalent to a withdrawal of the deposit prior to maturity. Consequently, any deposit on which a higher interest rate is paid as a result of a change in the maximum interest rates authorized by the FDIC will be treated as having been withdrawn on the same date that the interest rate was changed thereon. However, this requirement will not apply to any time deposit on which a higher rate of interest is paid so long as it does not exceed the maximum interest rate that could have been paid on the date of deposit. An insured State nonmember bank paying less than the maximum allowable rate will thus be able to increase the interest rate paid on a time deposit so long as the higher rate does not exceed the maximum allowable rate that could have been paid on the date of deposit.

An insured State nonmember bank will also be allowed to convert an existing time deposit contract to one having a longer maturity and bearing a higher rate of interest, so long as the new maturity is calculated from the date of conversion and the higher interest rate does not exceed the maximum allowable rate that could have been paid on a deposit having a maturity equivalent to the longer maturity on the date of deposit. Of course, the decision to pay a higher interest rate, or to convert the deposit to one having a longer maturity, is one that lies at the discretion of the individual bank, acting in accordance with the wishes of its customer.

The Board of Directors has also concluded that insured State nonmember banks should disclose to their prospective depositors that a substantial penalty will be assessed in the event the depositor is permitted to withdraw his time deposit before maturity. For this reason the Board of Directors proposes to amend the FDIC's advertising regulations (12 CFR 329.8) so as to require that all advertisements, announcements, or solicitations relating to time deposits include a clear and conspicuous statement that a substantial penalty will be imposed where a depositor is permitted to withdraw all or part of his time deposit before maturity. In addition, each prospective depositor would have to be given a separate disclosure statement at the time he enters into a time deposit contract with the bank. Among other things, this statement must clearly describe the penalty for early withdrawal. This penalty may be the minimum penalty prescribed by § 329.4, as amended, or a more severe penalty chosen by the bank.

In addition to the above amendments, the Board of Directors proposes to revise paragraph (e) of § 329.4 which relates to loans secured by time deposits. Such loans must currently bear an interest rate which is at least 2 percent per annum in excess of the interest rate paid on the time deposit. The revision (proposed paragraph (g)) makes it clear that the 2 percent rate differential may, if necessary, be obtained by reducing the interest rate paid on the time deposit. The revision does not change the substantive requirements of the regulation. However, it will enable banks in some states to make loans secured by time deposits at interest rates which do not exceed the maximum rates established by state usury law for consumer loans. Moreover, the revision points out that the requirement for a 2 percent rate differential, which is a penalty established by Federal regulation, is deemed to be a part of every time deposit contract.

2. Notice is hereby given that the Board of Directors of the Federal Deposit Insurance Corporation (under the authority of sec. 9, (18(g); 64 Stat. 881–82, Pub. L. No. 93–63, § 1 (July 6, 1973); 12 U.S.C. 1819, 1828(g)) is considering amendments to sections 329.4 and 329.8 of the Corporation's rules and regulations governing the payment of time deposits before maturity (12 CFR 329.4) and the advertising of interest on deposits (12 CFR 329.8). The proposed amendments are as follows:

3. Section 329.4 is amended by revising paragraph (e) and adding new paragraphs (f) and (g) to read as follows:

§ 329.4 Payment of time deposits before maturity.

* * * * *

(e) *Application of penalty to changes in interest rates or maturities*—(1) *Interest rate changes on existing time deposits.* Where the rate of interest paid on any time deposit exceeds the maximum rate which could have been paid on the date of the deposit, the deposit will be treated as having been withdrawn by the depositor, prior to maturity, on the date on which the deposit begins to earn interest at the higher rate.

(2) *Conversion of existing time deposit contracts to new contracts with longer maturities.* Where an existing time deposit contract is converted to one having a longer maturity, the deposit will be treated as having been withdrawn by the depositor, prior to maturity, on the date of conversion unless (i) the longer maturity is calculated from the date of conversion and (ii) the rate of interest paid on the new deposit does not exceed the maximum rate which could have been paid on the date of the original deposit on a deposit having a maturity equivalent to the longer maturity.

(3) *Determination of "date of deposit" for multiple maturity time deposits.* As used in this section, the words "date of the deposit" or "date of the original deposit" have the following meanings as applied to multiple maturity time deposits: (i) in the case of automatically renewable multiple maturity time deposits (or those payable on more than one date) the last maturity date on which the deposit could have been withdrawn and (ii) in the case of multiple maturity time deposits which may only be withdrawn upon written notice to be given prior to the date of withdrawal, the last date on which notice could have been given in order to withdraw the deposit on the date on which it is treated as having been withdrawn (i.e. the date as of which a higher interest rate is paid or the date on which the deposit contract is converted to one having a longer maturity).

(f) *Disclosure of penalty.* At the time an insured nonmember bank enters into a new time deposit contract with any depositor, it shall provide the depositor with a separate written statement which clearly states that the depositor may not withdraw all or any part of his deposit prior to maturity except with the consent of the bank which may be given only at the time such request for withdrawal is made, and that if the bank gives its consent at that time, a penalty will be assessed on the amount withdrawn. In addition, the statement shall clearly describe the penalty, which shall, at a minimum, be the penalty prescribed in paragraph (d) of this section.[2a]

(g) *Loans upon security of time deposits.* An insured nonmember bank may make a loan to a depositor upon the security of his time deposit. However, the rate of interest paid by the bank on such deposit for the period of time it secures the loan shall not be in excess of 2 percent per annum less than the rate of interest charged on the loan. The provisions of this paragraph (g) shall be deemed to be a part of every time deposit contract entered into by any insured nonmember bank whether or not such provisions are expressly set forth therein.

4. Section 329.8 is amended by adding a new paragraph (h) to read as follows:

§ 329.8 Advertising of interest on deposits.

* * * * *

(h) *Time deposits.* Every advertisement, announcement, or solicitation relating to the interest paid on time deposits shall include a clear and conspicuous statement that in the event

[2a] This paragraph (f) does not apply to any extensions or renewals of existing contracts except where the depositor has not previously been notified of the penalty provisions in paragraph (d). This paragraph also does not apply to "obligations other than deposits" that are otherwise subject to the provisions of this Part 329 (see 12 CFR 329.10(a)).

the depositor is allowed to withdraw all or part of his deposit before maturity, a "substantial penalty" will be imposed.

5. This notice is published pursuant to section 553(b) of Title 5, United States Code, and §§ 302.1–302.5 of the rules and regulations of the Federal Deposit Insurance Corporation.

6. Interested persons are invited to submit written data, views or arguments regarding the proposed amendments to the Office of the Executive Secretary, Federal Deposit Insurance Corporation, Washington, D.C. 20429, no later than August 13, 1973.

By order of the Board of Directors, July 24, 1973.

FEDERAL DEPOSIT INSURANCE CORPORATION,
[SEAL] ALAN R. MILLER,
Executive Secretary.

[FR Doc.73-15624 Filed 7-27-73;8:45 am]

Notices

This section of the FEDERAL REGISTER contains documents other than rules or proposed rules that are applicable to the public. Notices of hearings and investigations, committee meetings, agency decisions and rulings, delegations of authority, filing of petitions and applications and agency statements of organization and functions are examples of documents appearing in this section.

DEPARTMENT OF THE TREASURY

Office of the Secretary

[Department Circular; Public Debt Series 6-73]

7½ PERCENT TREASURY BONDS OF 1988-93

Redeemable at the Option of the United States at Par and Accrued Interest on and After August 15, 1988

JULY 26, 1973.

I. OFFERING OF BONDS

1. The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites tenders for $500,000,000, or thereabouts, of bonds of the United States, designated 7½ percent Treasury Bonds of 1988-93. An additional amount of the bonds may be allotted by the Secretary of the Treasury to Government accounts and Federal Reserve Banks in exchange for Treasury notes and bonds maturing August 15, 1973. Tenders on a competitive or noncompetitive basis will be received up to 1:30 p.m., Eastern Daylight Saving time, Wednesday, August 1, 1973. The price for the bonds will be established as set forth in Section III hereof. The 8⅛ percent Treasury Notes of Series B-1973 and 4 percent Treasury Bonds of 1973, maturing August 15, 1973, will be accepted at par in payment, in whole or in part, to the extent tenders are allotted by the Treasury.

II. DESCRIPTION OF BONDS

1. The bonds will be dated August 15, 1973, and will bear interest from that date at the rate of 7½ percent per annum, payable semiannually on February 15 and August 15 in each year until the principal amount becomes payable. They will mature August 15, 1993, but may be redeemed at the option of the United States on and after August 15, 1988, in whole or in part, at par and accrued interest on any interest day or days, on 4 months' notice of redemption given in such manner as the Secretary of the Treasury shall prescribe. In case of partial redemption, the bonds to be redeemed will be determined by such method as may be prescribed by the Secretary of the Treasury. From the date of redemption designated in any such notice, interest on the bonds called for redemption shall cease.

2. The income derived from the bonds is subject to all taxes imposed under the Internal Revenue Code of 1954. The bonds are subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but are exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

3. The bonds will be acceptable to secure deposits of public moneys. They will not be acceptable in payment of taxes.

4. Bearer bonds with interest coupons attached, and bonds registered as to principal and interest, will be issued in denominations of $1,000, $5,000, $10,000, $100,000 and $1,000,000. Provision will be made for the interchange of bonds of different denominations and of coupon and registered bonds, and for the transfer of registered bonds, under rules and regulations prescribed by the Secretary of the Treasury.

5. The bonds will be subject to the general regulations of the Department of the Treasury, now or hereafter prescribed, governing United States bonds.

III. TENDERS AND ALLOTMENTS

1. Tenders will be received at Federal Reserve Banks and Branches and at the Office of the Treasurer of the United States, Washington, D.C. 20222, up to the closing hour, 1:30 p.m., Eastern Daylight Saving Time, Wednesday, August 1, 1973. Each tender must state the face amount of bonds bid for, which must be $1,000 or a multiple thereof, and the price offered except that in the case of noncompetitive tenders the term "noncompetitive" should be used in lieu of a price. In the case of competitive tenders, the price must be expressed on the basis of 100, with two decimals in a multiple of .05, e.g., 100.10, 100.05, 100.00, 99.95, etc. Fractions may not be used.

2. Commercial banks, which for this purpose are defined as banks accepting demand deposits, may submit tenders for account of customers provided the names of the customers are set forth in such tenders. Others than commercial banks will not be permitted to submit tenders except for their own account. Tenders will be received without deposit from banking institutions for their own account. Federally-insured savings and loan associations, States, political subdivisions or instrumentalities thereof, public pension and retirement and other public funds, international organizations in which the United States holds membership, foreign central banks, and foreign States, dealers who make primary markets in Government securities and report daily to the Federal Reserve Bank of New York their positions with respect to Government securities and borrowings thereon, and Government accounts. Tenders from others must be accompanied by payment (in cash or the securities referred to in Section I which will be accepted at par) of 5 percent of the face amount of bonds applied for.

3. In considering the acceptance of tenders, those at the highest prices will be accepted in full to the extent required to attain the amount offered; provided, however, that tenders at the lowest of such accepted prices will be prorated if necessary. All tenders so accepted will be allotted at the price of the lowest accepted tender. Those submitting tenders will be advised of the acceptance, and awarded price, or the rejection of their bids. The Secretary of the Treasury expressly reserves the right to accept or reject any or all tenders, in whole or in part, including the right to accept less than $500,000,000 of tenders, and his action in any such respect shall be final. Subject to these reservations noncompetitive tenders for $250,000 or less will be accepted in full at the same price as accepted competitive tenders. The price may be 100.00 or more or less than 100.00.

4. All bidders are required to agree not to purchase or to sell, or to make any agreements with respect to the purchase or sale or other disposition of any bonds of this issue at a specific rate or price, until after 1:30 p.m., Eastern Daylight Saving time, Wednesday, August 1, 1973.

5. Commercial banks in submitting tenders will be required to certify that they have no beneficial interest in any of the tenders they enter for the account of their customers, and that their customers have no beneficial interest in the banks' tenders for their own account.

IV. PAYMENT

1. Payment for accepted tenders must be made or completed on or before August 15, 1973, at the Federal Reserve Bank or Branch or at the Office of the Treasurer of the United States, Washington, D.C. 20222, in cash, securities referred to in Section I (interest coupons dated August 15, 1973, should be detached) or other funds immediately available by that date. Payment will not be deemed to have been completed where registered bonds are requested if the appropriate identifying number as required on tax returns and other documents submitted to the Internal Revenue Service (an individual's social security number or an employer identification number) is not furnished. In every case where full payment is not completed, the payment with the tender up to 5 percent of the amount of bonds allotted shall, upon declaration made by the Secretary of the Treasury in his discretion, be forfeited to the United States. When payment is made with securities, a cash adjustment will be made to or required of the bidder for any difference between the face amount of securities submitted and

the amount payable on the bonds allotted.

V. ASSIGNMENT OF REGISTERED SECURITIES

1. Registered securities tendered as deposits and in payment for bonds allotted hereunder are not required to be assigned if the bonds are to be registered in the same names and forms as appear in the registration or assignments of the securities surrendered. Specific instructions for the issuance and delivery of the bonds, signed by the owner or his authorized representative, must accompany the securities presented. Otherwise, the securities should be assigned by the registered payees or assignees thereof in accordance with the general regulations governing United States securities, as hereinafter set forth. Bonds to be registered in names and forms different from those in the inscriptions or assignments of the securities presented should be assigned to "The Secretary of the Treasury for 7½ percent Treasury Bonds of 1988–93 in the name of (name and taxpayer identifying number)." If bonds in coupon form are desired, the assignment should be to "The Secretary of the Treasury for 7½ percent coupon Treasury Bonds of 1988–93 to be delivered to ----------." Securities tendered in payment should be surrendered to the Federal Reserves Bank or Branch or to the Office of the Treasurer of the United States, Securities Division, Washington, D.C. 20222. The securities must be delivered at the expense and risk of the holder.

VI. GENERAL PROVISIONS

1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive tenders, to make such allotments as may be prescribed by the Secretary of the Treasury, to issue such notices as may be necessary, to receive payment for and make delivery of bonds on full-paid tenders allotted, and they may issue interim receipts pending delivery of the definitive bonds.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] GEORGE P. SHULTZ,
Secretary of the Treasury.

[FR Doc.73-15756 Filed 7-26-73;4:00 pm]

[Department Circular Public Debt Series—5–73]

7¾ PERCENT TREASURY NOTES OF SERIES B–1977

Maturing August 15, 1977

JULY 26, 1973.

I. OFFERING OF NOTES

1. The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites tenders at a price not less than 99.01 percent of their face value for $2,000,000,000, or thereabouts, of notes of the United States, designated 7¾ percent Treasury Notes of Series B–1977. An additional amount of the notes will be allotted by the Secretary of the Treasury to Government accounts and Federal Reserve Banks at the average price of accepted tenders in exchange for Treasury notes and bonds maturing August 15, 1973. Tenders will be received up to 1:30 p.m., Eastern Daylight Saving time, Tuesday, July 31, 1973, under competitive and noncompetitive bidding, as set forth in Section III hereof. The 8⅛ percent Treasury Notes of Series B–1973 and 4 percent Treasury Bonds of 1973, maturing August 15, 1973, will be accepted at par in payment, in whole or in part, to the extent tenders are allotted by the Treasury.

II. DESCRIPTION OF NOTES

1. The notes now offered will be identical in all respects with the 7¾ percent Treasury Notes of Series B–1977 issued pursuant to Department Circular, Public Debt Series—No. 8–70, dated July 30, 1970, except that interest will accrue from August 15, 1973. With this exception the notes are described in the following quotation from Department Circular No. 8–70:

1. The notes will be dated August 15, 1970, and will bear interest from that date at the rate of 7¾ percent per annum, payable semi-annually on February 15 and August 15 in each year until the principal amount becomes payable. They will mature August 15, 1977, and will not be subject to call for redemption prior to maturity.

2. The income derived from the notes is subject to all taxes imposed under the Internal Revenue Code of 1954. The notes are subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but are exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

3. The notes will be acceptable to secure deposits of public moneys. They will not be acceptable in payment of taxes.

4. Bearer notes with interest coupons attached, and notes registered as to principal and interest, will be issued in denominations of $1,000, $5,000, $10,000, $100,000 and $1,000,000. Provision will be made for the interchange of notes of different denominations and of coupon and registered notes, and for the transfer of registered notes, under rules and regulations prescribed by the Secretary of the Treasury.

5. The notes will be subject to the general regulations of the Treasury Department, now or hereafter prescribed, governing United States notes.

III. TENDERS AND ALLOTMENTS

1. Tenders will be received at Federal Reserve Banks and Branches and at the Office of the Treasurer of the United States, Washington, D.C. 20222, up to the closing hour, 1:30 p.m., Eastern Daylight Saving time, Tuesday, July 31, 1973. Each tender must state the face amount of notes bid for, which must be $1,000 or a multiple thereof, and the price offered, except that in the case of noncompetitive tenders the term "noncompetitive" should be used in lieu of a price. In the case of competitive tenders, the price must be expressed on the basis of 100, with two decimals, e.g., 100.00. Tenders at a price less than 99.01 will not be accepted. Fractions may not be used. Noncompetitive tenders from any one bidder may not exceed $500,000.

2. Commercial banks, which for this purpose are defined as banks accepting demand deposits, may submit tenders for account of customers provided the names of the customers are set forth in such tenders. Others than commercial banks will not be permitted to submit tenders except for their own account. Tenders will be received without deposit from banking institutions for their own account, Federally-insured savings and loan associations, States, political subdivisions or instrumentalities thereof, public pension and retirement and other public funds, international organizations in which the United States holds membership, foreign central banks and foreign States, dealers who make primary markets in Government securities and report daily to the Federal Reserve Bank of New York their positions with respect to Government securities and borrowings thereon, and Government accounts. Tenders from others must be accompanied by payment (in cash or the securities referred to in Section I which will be accepted at par) of 5 percent of the face amount of notes applied for.

3. Immediately after the closing hour tenders will be opened, following which public announcement will be made by the Department of the Treasury of the amount and price range of accepted bids. Those submitting tenders will be advised of the acceptance or rejection thereof. In considering the acceptance of tenders, those at the highest prices will be accepted to the extent required to attain the amount offered. Tenders at the lowest accepted price will be prorated if necessary. The Secretary of the Treasury expressly reserves the right to accept or reject any or all tenders, in whole or in part, including the right to accept less than $2,000,000,000 of tenders, and his action in any such respect shall be final. Subject to these reservations, noncompetitive tenders for $500,000 or less without stated price from any one bidder will be accepted in full at the average price[1] (in two decimals) of accepted competitive tenders.

4. All bidders are required to agree not to purchase or to sell, or to make any agreements with respect to the purchase or sale or other disposition of any notes of this issue at a specific rate or price, until after 1:30 p.m., Eastern Daylight Saving time, Tuesday, July 31, 1973.

5. Commercial banks in submitting tenders will be required to certify that they have no beneficial interest in any of the tenders they enter for the account of their customers, and that their customers have no beneficial interest in the banks' tenders for their own account.

IV. PAYMENT

1. Settlement for accepted tenders in accordance with the bids must be made or completed on or before August 15, 1973, at the Federal Reserve Bank or

[1] Average price may be at, or more or less than $100.00.

Branch, or at the Office of the Treasurer of the United States, Washington, D.C. 20222, in cash, securities referred to in Section I (interest coupons dated August 15, 1973, should be detached) or other funds immediately available by that date. Payment will not be deemed to have been completed where registered notes are requested if the appropriate identifying number as required on tax returns and other documents submitted to the Internal Revenue Service (an individual's social security number or an employer identification number) is not furnished. In every case where full payment is not completed, the payment with the tender up to 5 percent of the amount of notes allotted shall, upon declaration made by the Secretary of the Treasury in his discretion, be forfeited to the United States. When payment is made with securities, a cash adjustment will be made to or required of the bidder for any difference between the face amount of securities submitted and the amount payable on the notes allotted.

V. ASSIGNMENT OF REGISTERED SECURITIES

1. Registered securities tendered as deposits and in payment for notes allotted hereunder are not required to be assigned if the notes are to be registered in the same names and forms as appear in the registrations or assignments of the securities surrendered. Specific instructions for the issuance and delivery of the notes, signed by the owner or his authorized representative, must accompany the securities presented. Otherwise, the securities should be assigned by the registered payees or assignees thereof in accordance with the general regulations governing United States securities, as hereinafter set forth. Notes to be registered in names and forms different from those in the inscriptions or assignments of the securities presented should be assigned to "The Secretary of the Treasury for 7¾ percent Treasury Notes of Series B–1977 in the name of (name and taxpayer identifying number)." If notes in coupon form are desired, the assignment should be to "The Secretary of the Treasury for 7¾ percent coupon Treasury Notes of Series B–1977 to be delivered to _____." Securities tendered in payment should be surrendered to the Federal Reserve Bank or Branch or to the Office of the Treasurer of the United States, Securities Division, Washington, D.C. 20222. The securities must be delivered at the expense and risk of the holder.

VI. GENERAL PROVISIONS

1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive tenders, to make such allotments as may be prescribed by the Secretary of the Treasury, to issue such notices as may be necessary, to receive payment for and make delivery of notes on full-paid tenders allotted, and they may issue interim receipts pending delivery of the definitive notes.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] GEORGE P. SHULTZ,
Secretary of the Treasury.

[FR Doc.73–15757 Filed 7–26–73;4:01 pm]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[Group 520]

ARIZONA

Notice of Filing of Plat of Survey

JULY 23, 1973.

1. Plat of Survey of the lands described below will be officially filed in the Arizona State Office, Phoenix, Arizona, effective at 10:00 a.m., on September 7, 1973.

GILA AND SALT RIVER MERIDIAN, ARIZONA

T. 4 S., R. 2 W.,
Secs. 1 to 36, inclusive.

The area described aggregates 23,048.16 acres of public land.

2. The land surveyed is nearly level to mountainous. Elevations range from 1,317 feet to 2,811 feet above sea level. The soil is mostly sandy to rocky. Vegetation consists of creosote bush, bunchgrass, mesquite and several varieties of cacti.

3. All rights of the State of Arizona to sections 2, 16, 32 and 36 have been conveyed to the United States.

4. All of the lands are classified for multiple use management and will be opened only to such forms of disposition as are allowed under the provisions of this classification on the effective date of the filing of this plat.

5. Inquiries concerning the lands should be addressed to the Arizona State Office, Bureau of Land Management, 3022 Federal Building, Phoenix, Arizona 85025.

CHARLES G. BAZAN, Jr.,
Chief, Branch of Records and Data Management.

[FR Doc.73–15583 Filed 7–27–73;8:45 am]

[Group 520]

ARIZONA

Notice of Filing of Plat of Survey

JULY 23, 1973.

1. Plat of Survey of the lands described below will be officially filed in the Arizona State Office, Phoenix, Arizona, effective at 10:00 a.m., on September 7, 1973.

GILA AND SALT RIVER MERIDIAN, ARIZONA

T. 5 S., R. 1 W.,
Secs. 1 through 36.

The area described aggregates 22,028.20 acres of public land.

2. The land varies from nearly level, to rolling, to mountainous. Elevations range from 1,400 to 3,272 feet above sea level. The soil is sandy loam and rocky and vegetation consists of creosote bush, cacti, sparse grass, and scattered palo verde and ironwood trees.

3. All rights of the State of Arizona to sections 2, 16, 32 and 36 have been conveyed to the United States.

4. All of the lands are classified for multiple use management and will be opened only to such forms of disposition as are allowed under the provisions of this classification on the effective date of the filing of this plat.

5. Inquiries concerning the lands should be addressed to the Arizona State Office, Bureau of Land Management, 3022 Federal Building, Phoenix, Arizona 85025.

CHARLES G. BAZAN, Jr.,
Chief, Branch of Records and Data Management.

[FR Doc.73–15590 Filed 7–27–73;8:45 am]

[Group 520]

ARIZONA

Notice of Filing of Plat of Survey

JULY 23, 1973.

1. Plat of Survey of the lands described below will be officially filed in the Arizona State Office, Phoenix, Arizona, effective at 10:00 a.m., on September 7, 1973.

GILA AND SALT RIVER MERIDIAN, ARIZONA

T. 5 S., R. 2 W.,

Secs. 1 to 36, inclusive.

The area described aggregates 23,038.29 acres of public land.

2. The area encompassed by this survey varies from nearly level to mountainous land. Soil is mostly sandy loam and vegetation consists of creosote bush, bunchgrass, mesquite, and several varieties of cacti. The elevation ranges from 1,247 to 3,272 feet above sea level.

3. All rights of the State of Arizona to sections 2, 16, 32 and 36 have been conveyed to the United States.

4. All of the lands are classified for multiple use management and will be opened only to such forms of disposition as are allowed under the provisions of this classification on the effective date of the filing of this plat.

5. Inquiries concerning the lands should be addressed to the Arizona State Office, Bureau of Land Management, 3022 Federal Building, Phoenix, Arizona 85025.

CHARLES G. BAZAN, Jr.,
Chief, Branch of Records and Data Management.

[FR Doc.73–15591 Filed 7–27–73;8:45 am]

National Park Service

[INT DES 73–46]

JACKSON HOLE AIRPORT, GRAND TETON NATIONAL PARK, WYOMING

Notice of Availability of Draft Environmental Statement Regarding Actions Under Consideration

Pursaunt to section 102(2)(C) of the National Environmental Policy Act, the Department of the Interior has prepared a draft environmental statement concerning possible actions under consideration related to the Jackson Hole Airport within Grand Teton National Park, Wyoming.

Under consideration is provision for jet carrier service, increasing the passenger carrying capability of pesent turbo-prop aircraft serving the facility, and general aviation safety. These actions involve extension of an existing 6,305-foot runway to 8,000 feet, construction of a parallel 8,000-foot taxiway, additional parking aprons, additional car parking, an improved access road, a new sewage system, and miscellaneous minor improvements. Interrelated projects include an instrument landing system, a runway lighting system, and an air traffic control tower.

Notice as to the date, time, and place of a public hearing in regard to the possible actions will be published in the FEDERAL REGISTER and other appropriate media.

Written comments on the environmental statement are invited and will be accepted on or before September 13, 1973. The comment period may be extended on an individual case basis as provided for in the Council on Environmental Quality Guidelines of April 23, 1971. Comments should be addressed to the Superintendent, Grand Teton National Park, Wyoming (see address below).

Copies of the draft environmental statement are available from or for inspection at the following locations:

Midwest Regional Office National Park Service 1709 Jackson Street Omaha, Nebraska 68102

Superintendent Grand Teton National Park P.O. Box 67 Moose, Wyoming 83012

Dated: July 25, 1973.

JOHN M. SEIDL,
Deputy Assistant Secretary of the Interior.

[FR Doc.73-15631 Filed 7-27-73;8:45 am]

[INT DES 73-43]

MASTER PLAN FOR GLACIER NATIONAL PARK, MONTANA

Notice of Availability of Draft Environmental Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Department of the Interior has prepared a draft environmental statement for a Master Plan for Glacier National Park, Montana.

The statement considers the management and use of Glacier National Park.

Written comments on the environmental statement are invited and will be accepted on or before September 28, 1973. Comments should be addressed to the Superintendent, Glacier National Park.

Copies of the draft environmental statement are available from or for inspection at the following locations:

Midwest Regional Office National Park Service 1709 Jackson Street Omaha, Nebraska 68102

Superintendent, Glacier National Park West Glacier, Montana 59936

Dated: July 23, 1973.

LAURENCE E. LYNN, Jr.,
Assistant Secretary of the Interior.

[FR Doc.73-15632 Filed 7-27-73;8:45 am]

[INT DES 73-44]

WILDERNESS PROPOSAL FOR GLACIER NATIONAL PARK, MONTANA

Notice of Availability of Draft Environmental Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Department of the Interior has prepared a draft environmental statement for a wilderness proposal for Glacier National Park, Montana.

The statement considers establishment of 917,600 acres in three units within Glacier National Park. Also considered are 600 acres of potential wilderness additions to be added by the Secretary of the Interior at such time he determines they qualify.

Written comments on the environmental statement are invited and will be accepted on or before September 28, 1973. Comments should be addressed to the Superintendent, Glacier National Park, Montana.

Copies of the draft environmental statement are available from or for inspection at the following locations:

Midwest Regional Office National Park Service 1709 Jackson Street Omaha, Nebraska 68102

Superintendent Glacier National Park West Glacier, Montana 59936

Dated: July 23, 1973.

LAURENCE E. LYNN, Jr.,
Assistant Secretary of the Interior.

[FR Doc.73-15633 Filed 7-27-73;8:45 am]

DEPARTMENT OF AGRICULTURE

Commodity Exchange Authority

TRADERS IN CHICAGO, KANSAS CITY AND MINNEAPOLIS WHEAT FUTURES

Notice of Release of Names and Addresses of Traders and Their Transactions to the Senate Committee on Government Operations

The Secretary of Agriculture in response to a letter from the Committee on Government Operations, Senate Permanent Subcommittee on Investigations, U.S. Senate, submitted to the committee information disclosing the names and addresses of all traders in wheat futures on the Board of Trade of the City of Chicago, the Kansas City Board of Trade, the Minneapolis Grain Exchange and the MidAmerica Commodity Exchange during the period April 1, 1972 through November 30, 1972, with respect to whom the Secretary has information, together with data concerning futures transactions and positions in wheat and cash commodity positions of each such trader.

Such information was submitted in accordance with section 8 of the Commodity Exchange Act (7 U.S.C. 12-1) which requires the Secretary upon request of any committee of either House of Congress, acting within the scope of its jurisdiction, to furnish and make public the names and addresses of such traders, together with information relating to their futures transactions. The material submitted covered those traders in reporting status in wheat (holding a position of 200,000 bushels or more in any one wheat future).

The data will be made available for inspection and copying to anyone upon request at the Commodity Exchange Authority's regional office in Chicago. In accordance with the Department of Agriculture fee schedule, copies of the material will be furnished at a charge of 10 cents for each copy of each page.

Issued: July 24, 1973.

ALEX C. CALDWELL,
Administrator,
Commodity Exchange Authority.

[FR Doc.73-15598 Filed 7-27-73;8:45 am]

Forest Service

DESCHUTES, WINEMA, OCHOCO & FREMONT NATL. FORESTS IN OREGON—1973 HERBICIDE USE

Notice of Availability of Final Environmental Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Forest Service, Department of Agriculture, has prepared a final environmental statement for the 1973 Herbicide Use on the Deschutes, Winema, Ochoco & Fremont National Forests in Oregon USDA-FS-FES-(Adm)-73-30.

The environmental statement concerns a proposed use of the herbicides 2,4-D; 2,4,5-T; Amitrole; Dicamba, Silvex and Picloram on four National Forests located in Eastern Oregon. These herbicides would be used for reforestation, site preparation, utility and road right-of-way maintenance, range revegetation and noxious weed control.

This final environmental statement was filed with CEQ on July 24, 1973.

Copies are available for inspection during regular working hours at the following locations:

USDA Forest Service
So. Agriculture Bldg., Rm. 3230
12th Street & Independence Ave. S.W.
Washington, D.C. 20250

USDA Forest Service
Pacific Northwest Region
319 S.W. Pine Street
Portland, Oregon 97208

Deschutes National Forest
211 East Revere Street
Bend, Oregon 97701

Ochoco National Forest
P.O. Box 490
Prineville, Oregon 97754

Winema National Forest
Post Office Bldg.
Klamath Falls, Oregon 97601

Fremont National Forest
306 S. G Street
Lakeview, Oregon 97630

A limited number of single copies are available upon request to Regional Forester T. A. Schlapfer, Pacific Northwest Region, P.O. Box 3623, Portland, Oregon 97208.

Copies are also available from the National Technical Information Service, U.S. Department of Commerce, Springfield, Virginia 22151. Please refer to the name and number of the environmental statement above when ordering.

Copies of the environmental statement have been sent to various Federal, State

and local agencies as outlined in the CEQ guidelines.

PHILIP L. THORNTON,
Deputy Chief, Forest Service.

[FR Doc.73-15604 Filed 7-27-73;8:45 am]

FLATHEAD NATIONAL FOREST TEN-YEAR TIMBER MANAGEMENT PLAN, INTERIM REVISION

Notice of Availability of Draft Environmental Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Forest Service, Department of Agriculture, has prepared a draft environmental statement for the Interim Revision—Flathead National Forest Ten-Year Timber Management Plan, Forest Service Report Number USDA-FS-DES (Adm) 73-87.

The environmental statement concerns a proposed interim revision of the ten-year timber management plan for the Flathead National Forest. The principal consequence of the proposal is the lowering of the annual allowable timber cut on the Forest from the present 182 MMBF to 156 MMBF.

This draft environmental statement was filed with CEQ on July 24, 1973.

Copies are available for inspection during regular working hours at the following locations:

USDA, Forest Service
South Agriculture Bldg., Room 3230
12th St. & Independence Ave., S.W.
Washington, D.C. 20250

USDA, Forest Service
Northern Region
Federal Building, Room 3077
Missoula, Montana 59801

USDA, Forest Service
Flathead National Forest
290 North Main Street
Kalispell, Montana 59901

A limited number of single copies are available upon request to Edsel L. Corpe, Forest Supervisor, Flathead National Forest, 290 North Main Street, Kalispell, Montana 59901.

Copies are also available from the National Technical Information Service, U.S. Department of Commerce, Springfield, Virginia 22151. Please refer to the name and number of the environmental statement above when ordering.

Copies of the environmental statement have been sent to various Federal, State, and local agencies as outlined in the Council on Environmental Quality Guidelines.

Comments are invited from the public and from State and local agencies which are authorized to develop and enforce environmental standards, and from Federal agencies having jurisdiction by law or special expertise with respect to any environmental impact involved for which comments have not been requested specifically.

Comments concerning the proposed action and requests for additional information should be addressed to Edsel L. Corpe, Forest Supervisor, Flathead National Forest, 290 North Main Street, Kalispell, Montana 59901. Comments must be received by September 7, 1973 in order to be considered in the preparation of the final environmental statement.

PHILIP L. THORNTON,
Deputy Chief, Forest Service.

[FR Doc.73-15601 Filed 7-27-73;8:45 am]

HERBICIDE CONTROL OF SAGEBRUSH AND WYETHIA IN NEVADA

Notice of Availability of Draft Environmental Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Forest Service, Department of Agriculture, has prepared a draft environmental statement for Herbicide Control of Sagebrush and Wyethia in Nevada. Report Number USDA-FS-DES (Adm) 73-88.

The environmental statement concerns a proposed practice of applying the herbicide 2,4-dichlorophenoxyacetic acid (2,4-D) each year to approximately 5,000 acres of land covered by dense stands of sagebrush and wyethia on National Forests in Nevada.

This draft environmental statement was filed with CEQ on 7/24/73.

Copies are available for inspection during regular working hours at the following locations:

USDA, Forest Service
South Agriculture Bldg., Room 3230
12th St. & Independence Ave., S.W.
Washington, D. C. 20250

USDA, Forest Service
Humboldt National Forest
976 Mountain City Highway
Elko, Nevada 89801

USDA, Forest Service
Federal Bldg., Room 5022
324 25th Street
Ogden, Utah 84401

USDA, Forest Service
Toiyabe National Forest
111 North Virginia-Room 601
Reno, Nevada 89501

A limited number of single copies are available upon request to Vern Hamre, Regional Forester, USDA, Forest Service, Federal Building, 324, 25th Street, Ogden, Utah 84401.

Copies are also available from the National Technical Information Service, U.S. Department of Commerce, Springfield, Virginia 22151. Please refer to name and number of the statement above when ordering.

Copies of the environmental statement have been sent to various Federal, State, and local agencies as outlined in the CEQ Guidelines.

Comments are invited from the public and from State and local agencies which are authorized to develop and enforce environmental standards, and from Federal agencies having jurisdiction by law or special expertise with respect to any environmental impact involved for which comments have not been requested specifically.

Comments concerning the proposed action and request for additional information should be addressed to Vern Hamre, Regional Forester, Federal Building, 324 25th Street, Ogden, Utah 84401.

Comments must be received by 9/7/73, in order to be considered in the preparation of the final environmental statement.

PHILIP L. THORNTON,
Deputy Chief, Forest Service.

[FR Doc.73-15603 Filed 7-27-73;8:45 am]

PINYON-JUNIPER CHAINING PROGRAM ON NATIONAL FOREST LANDS IN THE STATE OF NEVADA

Notice of Availability of Draft Environmental Statement

Pursuant to section 102(2)(C) of the National Environmental Policy Act of 1969, the Forest Service, Department of Agriculture, has prepared a draft environmental statement for Chaining Pinyon-Juniper on National Forest Lands in the State of Nevada. Report Number USDA-FS-DES(Adm) 73-90.

The environmental statement concerns a proposed practice of chaining over pinyon-juniper trees each year on approximately 5,000 to 6,000 acres of land covered by dense stands and/or spreading stands of pinyon-juniper trees on National Forests in Nevada.

This draft environmental statement was filed with CEQ on July 24, 1973.

Copies are available for inspection during working hours at the following locations:

USDA, Forest Service
South Agriculture Bldg., Room 3230
12th St. & Independence Ave., S.W.
Washington, D.C. 20250

USDA, Forest Service
Humboldt National Forest
976 Mountain City Highway
Elko, Nevada 89801

USDA, Forest Service
Federal Bldg., Room 5022
324 25th Street
Ogden, Utah 84401

USDA, Forest Service
Toiyabe National Forest
111 North Virginia-Room 601
Reno, Nevada 89501

A limited number of single copies are available upon request to Vern Hamre, Regional Forester, USDA, Forest Service, Federal Building, 324 25th Street, Ogden, Utah 84401.

Copies are also available from the National Technical Information Service, U.S. Department of Commerce, Springfield, Virginia 22151. Please refer to name and number of the statement above when ordering.

Copies of the environmental statement have been sent to various Federal, State, and local agencies as outlined in CEQ Guidelines.

Comments are invited from the public and from State and local agencies which are authorized to develop and enforce environmental standards, and from Federal agencies having jurisdiction by law or special expertise with respect to any environmental impact involved for which comments have not been requested specifically.

Comments concerning the proposed action and request for additional information should be addressed to Vern Hamre, Regional Forester, Federal Building, 324 25th Street, Ogden, Utah 84401.

Comments must be received by September 7, 1973, in order to be considered in the preparation of the final environmental statement.

PHILIP L. THORNTON,
Deputy Chief, Forest Service.

[FR Doc.73-15602 Filed 7-27-73;8:45 am]

WHITE MOUNTAIN NATIONAL FOREST ADVISORY COMMITTEE

Notice of Meeting

The White Mountain National Forest Advisory Committee will meet at 1:30 p.m., August 1, 1973, at the Margate Resort in Laconia, New Hampshire.

The purpose of this meeting is to get acquainted and discuss purpose and future plans of committee.

The meeting will be open to the public. Persons who wish to attend should notify Steve Harper, White Mountain National Forest, 719 Main Street, Laconia, New Hampshire 03246. Telephone Number 603-524-6450.

STEPHEN C. HARPER,
Acting Forest Supervisor.

JULY 23, 1973.

[FR Doc.73-15592 Filed 7-27-73;8:45 am]

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Interstate Land Sales Registration

[Docket No. N-73-185; OILSR No. 0-0231-54-10; Administrative Proceedings Division File No. 2-43]

BULL RUN MOUNTAIN

Order of Suspension

Notice is hereby given that:

On June 12, 1973, the Department of Housing and Urban Development, Office of Interstate Land Sales Registration, published in the FEDERAL REGISTER a notice of proceedings and opportunity for hearing, pursuant to 44 U.S.C. 1508, informing the Developer of alleged untrue statements or omissions of material facts in the Developer's Statement of Record. The Developer has failed to request a hearing pursuant to 24 CFR 1720.160 within 15 days of said notice. Accordingly, pursuant to 15 U.S.C. 1706(d) and 24 CFR 1710.45(b)(1), the Order of Suspension is being issued as follows:

Order of suspension. 1. Bull Run Development Corporation, hereinafter referred to as the Developer, being subject to the provisions of the Interstate Land Sales Full Disclosure Act (Pub. Law 90-448) (15 U.S.C. 1701 et seq.) and the Rules and Regulations lawfully promulgated thereto pursuant to 15 U.S.C. 1718, has filed its Statement of Record covering its subdivision, located in Virginia (OILSR No. 0-0231-54-10), which became effective on December 30, 1969, pursuant to 24 CFR 1710.21 of the Interstate Land Sales Regulations. Said Statement is still in effect.

2. Pursuant to lawful delegation, as authorized by 15 U.S.C. 1715, the authority and responsibility for administration of the Interstate Land Sales Full Disclosure Act has been vested in the Interstate Land Sales Administrator.

3. Pursuant to 15 U.S.C. 1706(d) and 24 CFR 1710.45(d)(1), if it appears to the Interstate Land Sales Administrator at any time that a Statement of Record, which is in effect, includes any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statement therein not misleading, the Administrator may, after notice, and after an opportunity for a hearing requested within 15 days of receipt of such notice, issue an order suspending the Statement of Record.

4. A Notice of Proceedings and Opportunity for Hearing was published in the FEDERAL REGISTER on June 12, 1973, pursuant to 44 U.S.C. 1508, informing the Developer of information obtained by the Office of Interstate Land Sales Registration showing an untrue statement of a material fact or an omission of a material fact required to be stated therein or necessary to make the statements therein not misleading in the above-specified Statement of Record. The Developer was notified of his right to request a hearing and that if he failed to request a hearing he would be deemed in default and the proceedings would be determined against him, the allegations of which would be determined to be true. The Developer has failed to request a hearing pursuant to 24 CFR 1720.160 within 15 days of publication of said Notice of Proceedings and Opportunity for Hearing.

Therefore, pursuant to the provisions of 15 U.S.C. 1706(d) and 24 CFR 1710.45(b)(1), the Statement of Record filed by the Developer covering its subdivision is hereby suspended, effective as of the date of publication of this Order of Suspension in the FEDERAL REGISTER. This Order of Suspension shall remain in full force and effect until the Statement of Record has been properly amended as required by the Interstate Land Sales Full Disclosure Act and the implementing Regulations.

Any sale or offer to sell made by the Developer or its agents, successors, or assigns while this Order of Suspension is in effect will be in violation of the provisions of said Act.

Issued at Washington, D.C., July 24, 1973.

By the Secretary.

GEORGE K. BERNSTEIN,
Interstate Land Sales Administrator.

[FR Doc.73-15561 Filed 7-27-73;8:45 am]

Office of the Secretary

[Docket No. D-73-241]

CERTAIN HUD EMPLOYEES IN REGION I (BOSTON)

Redelegation of Authority To Administer Oaths

Redelegation of authority to administer oaths under Title VIII (fair Housing) of Civil Rights Act of 1968.

Each of the following named employees in the Department of Housing and Urban Development, Region I (Boston), is hereby authorized to administer oaths under section 811(a) of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3611(a):

1. Marcella A. Lancome
2. Gabriel Nemeth

Revocation of prior redelegation. The prior redelegation of authority to administer oaths under Title VIII (Fair Housing) of Civil Rights Act of 1968, published in 36 FR 4517, March 6, 1971, is hereby revoked.

(Redelegation of Regional Administrator effective October 1, 1970 (36 FR 4517, March 6, 1971)).

Effective date. This redelegation of authority is effective on July 30, 1973.

JOSEPH S. VERA,
Assistant Regional Administrator for Equal Opportunity: Region I (Boston).

[FR Doc.73-15581 Filed 7-27-73;8:45 am]

[Docket No. D-73-242]

ACTING REGIONAL ADMINISTRATOR REGION IV (ATLANTA)

Designation

The employees appointed to the following positions in Region IV (Atlanta) are hereby designated to serve as Acting Regional Administrator, Region IV, during the absence of the Regional Administrator, with all powers, functions, and duties redelegated or assigned to the Regional Administrator, provided that no employee is authorized to serve as Acting Regional Administrator unless all other employees whose titles precede his in this designation are unable to serve by reason of absence:

1. Deputy Regional Administrator
2. Assistant Regional Administrator for Housing Production and Mortgage Credit
3. Assistant Regional Administrator for Administration
4. Assistant Regional Administrator for Community Development

This designation supersedes the designation effective April 11, 1973 (38 FR 12147, May 9, 1973).

(Delegation of Authority effective May 4, 1962 (27 FR 4319, May 4, 1962); Dept. Interim Order II (31 FR 815, January 21, 1966))

This designation is effective as of the 11th day of July, 1973.

E. LAMAR SEALS,
Regional Administrator, Region IV (Atlanta).

[FR Doc.73-15582 Filed 7-27-73;8:45 am]

ATOMIC ENERGY COMMISSION

ADVISORY COMMITTEE ON REACTOR SAFEGUARDS SUBCOMMITTEE ON REACTOR PRESSURE VESSELS

Notice of Meeting

JULY 25, 1973.

In accordance with the purposes of sections 29 and 182 b. of the Atomic Energy Act (42 U.S.C. 2039, 2232 b.), the Advisory Committee on Reactor Safeguards' Subcommittee on Reactor Pressure Vessels will hold a meeting on August 8, 1973, in Room 1062, 1717 H Street, NW., Washington, D.C. The subject scheduled for discussion is a draft report to the full Committee on light water reactor pressure vessel integrity.

The Subcommittee is meeting with their consultants and a Regulatory Staff participant to formulate recommendations in the form of a report to the full ACRS regarding the above subject.

I have determined, in accordance with subsection 10(d) of Public Law 92-463, that the meeting will be to discuss a document which falls within exemption (5) of 5 U.S.C. 552(b) and will consist of an exchange of opinions, the discussion of which, if written, would fall within exemption (5) of 5 U.S.C. 552(b). It is essential to close this meeting to protect the free interchange of internal views and to avoid undue interference with Committee operation.

JOHN C. RYAN,
Acting Advisory Committee Management Officer.

[FR Doc.73-15672 Filed 7-27-73;8:45 am]

GENERAL ADVISORY COMMITTEE RESEARCH SUBCOMMITTEE

Notice of Meeting

JULY 25, 1973.

In accordance with the purposes of section 26 of the Atomic Energy Act, the Research Subcommittee of the General Advisory Committee will hold a meeting on August 7 and 8, 1973, in Room 1146 at 1717 H Street, NW., Washington, D. C.

The Subcommittee will meet with members of the General Manager's staff, and in executive session, to commence formulating preliminary recommendations to the full Committee concerning the future course of the AEC basic research program.

I have determined, in accordance with subsection 10(d) of Public Law 92-463, that the meeting will consist of exchanges of opinions and views, the discussion of which, if written, would fall within exemption (5) of 5 U.S.C. 552(b).

It is essential to close the meeting to protect the free interchange of internal views and to avoid undue interference with Committee operation.

JOHN C. RYAN,
Acting Advisory Committee Management Officer.

[FR Doc.73-15671 Filed 7-27-73;8:45 am]

[Docket Nos. 50-440, 50-441]

DUQUESNE LIGHT CO. ET AL.

Notice of Receipt of Application for Construction Permits and Facility Licenses and Applicants' Environmental Report; Time for Submission of Views on Antitrust Matter

Duquesne Light Company, 435 Sixth Avenue, Pittsburgh, Pennsylvania 15219, Ohio Edison Company, 47 North Main Street, Akron, Ohio 44308, Pennsylvania Power Company, One East Washington Street, New Castle, Pennsylvania 16103, The Cleveland Electric Illuminating Company, P.O. Box 5000, Cleveland, Ohio 44101, and Toledo Edison Company, 300 Madison Avenue, Toledo, Ohio 43652 (the applicants), pursuant to section 103 of the Atomic Energy Act of 1954, as amended, have filed an application which was docketed on June 25, 1973, for authorization to construct and operate two single-cycle, forced circulation, boiling water nuclear reactors. The application was tendered on March 28, 1973. Following a preliminary review for completeness, it was rejected on May 2, 1973, for lack of sufficient information. The applicants submitted additional information on June 6, 1973 and the application was accepted for docketing.

The proposed nuclear facility, designated by the applicants as the Perry Nuclear Power Plant, Units 1 & 2 is located near Lake Erie in Lake County, Ohio, approximately 35 miles northeast of Cleveland, Ohio and is designated for initial operation at approximately 3579 megawatts (thermal) with a net electrical output of approximately 1205 megawatts.

A Notice of Hearing with opportunity for public participation is being published separately.

Any person who wishes to have his views on the antitrust aspects of the application presented to the Attorney General for consideration shall submit such views to the U.S. Atomic Energy Commission, Washington, D.C. 20545, Attention: Chief, Office of Antitrust and Indemnity, Directorate of Licensing, on or before September 7, 1973. The request should be filed in connection with Docket 50-440A & 50-441A.

A copy of the application is available for public inspection at the Commission's Public Document Room, 1717 H Street, NW., Washington, D.C. 20545, and at the Perry Public Library, 3753 Main Street, Perry Township, Ohio 44081.

The applicant has also filed, pursuant to the National Environmental Policy Act of 1969 and the regulations of the Commission in Appendix D to 10 CFR Part 50, an environmental report dated March 28, 1973. The report has been made available for public inspection at the aforementioned locations. The report, which discusses environmental considerations related to the proposed construction of the Perry Nuclear Power Plant, Units 1 & 2 is also being made available at the Office of the Governor, State Clearinghouse, 62 East Broad Street—2nd Floor, Columbus, Ohio 43215 and at the Northeast Ohio Areawide Coordinating Agency, 439 The Arcade, Cleveland, Ohio 44114.

After the report has been analyzed by the Commission's Director of Regulation or his designee, a draft environmental statement will be prepared by the Commission. Upon preparation of the draft environmental statement, the Commission will, among other things, cause to be published in the FEDERAL REGISTER a summary notice of availability of the draft statement, requesting comments from interested persons on the draft statement. The summary notice will also contain a statement to the effect that comments of Federal agencies and State and local officials thereon will be made available when received.

Dated at Bethesda, Md., this 28th day of June 1973.

For the Atomic Energy Commission.

WALTER R. BUTLER,
Chief, Boiling Water Reactors, Branch 1, Directorate of Licensing.

[FR Doc.73-13656 Filed 7-5-73;8:45 am]

[Docket No. 50-336]

CONNECTICUT LIGHT & POWER CO., ET AL.

Order for Evidentiary Hearing

JULY 24,1973.

In the matter of Connecticut Light & Power Co., Hartford Electric Light Co., Western Massachusetts Electric Co., Millstone Point Co., (Millstone Nuclear Power Station Unit No. 2).

It is hereby ordered, That the initial session of the evidentiary hearing in this proceeding shall convene at 10:00 a.m. local time on August 7, 1973, at the Complex Meeting Room, First Floor, Public Works Complex, 1000 Hartford Road, Waterford, Connecticut.

All persons who have requested leave to make limited appearances will be afforded an opportunity to state their views on the first day of the hearing, or at such other times as the atomic safety and licensing board may for good cause designate.

The following agenda will in general be followed:

1. Disposition of preliminary matters raised by the atomic safety and licensing board;
2. Opening statements of the parties;
3. Statements by persons permitted to make limited appearances;
4. Disposition of preliminary motions of the parties and related matters;
5. Introduction of testimony;
6. Questioning of witnesses by parties and by the atomic safety and licensing board; and
7. Closing matters.

Dated this 24th day of July 1973, at Washington, D.C.

ATOMIC SAFETY AND LICENSING BOARD,
SIDNEY G. KINGSLEY,
Chairman.

[FR Doc.73-15542 Filed 7-27-73;8:45 am]

TENNESSEE VALLEY AUTHORITY

[Dockets Nos. 50-259, 50-260, 50-296]

Notice of Adjourned Session of Prehearing Conference

In the matter of Tennessee Valley Authority, (Browns Ferry Nuclear Plant Units 1, 2, and 3).

Pursuant to an order of the atomic safety and licensing board issued July 24, 1973, an adjourned session of the prehearing conference of July 10, 1973 will be held at 10:00 a.m. local time on August 2, 1973 at the Circuit Courtroom, Limestone County Courthouse, Athens, Alabama, for the purpose of hearing, in connection with the pending motion of the applicant for summary disposition on the pleadings and for the other relief, oral statements by way of limited appearance or the presentation of written statements of position on the issues. Persons who may wish to make consolidated oral presentations through one or more spokesmen are encouraged to do so.

Dated this 24th day of July 1973 Washington, D. C.

ATOMIC SAFETY AND LICENSING BOARD,
SIDNEY G. KINGSLEY,
Chairman.

[FR Doc.73-15543 Filed 7-27-73;8:45 am]

CIVIL AERONAUTICS BOARD

[Docket Nos. 25497, 25493; Order 73-7-119]

HUGHES AIRWEST

Order To Show Cause

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 24th day of July 1973.

By applications filed May 3, 1973, Hughes Airwest (Airwest) requests an amendment to its certificate of public convenience and necessity for route 76 so as to delete Olympia, Washington, therefrom, and a temporary suspension of service at Olympia for a period of one year or until such time as the Board acts upon its application for deletion. No answers to Airwest's application have been filed.

Upon considertion of the pleadings and all the relevant facts, we have decided to issue an order to show cause proposing to grant the requested deletion. We tentatively find and conclude that the public convenience and necessity require the amendment of Airwest's certificate for route 76 so as to delete Olympia therefrom.[1] The facts and circumstances which we have tentatively found to support our proposed ultimate conclusion appear below.

Olympia has never been a strong traffic-originating point, and in the more recent past (since 1962), originations have exceeded three per day only twice, in 1963 and 1969.[2] Since 1969, originations have dropped precipitiously, averaging 1.08 per day (0.80 per departure) in 1971, the last full year of operations for which figures are available.[3] This extremely low level of traffic not only evidences a depressed public need for certificated-type service, but also has resulted in uneconomic operations for the carrier, and an inordinately high level of subsidy need. Our analysis indicates that had Airwest's service to Olympia been operated for the full year 1972, it would have produced an annual subsidy need in excess of $40,000, or approximately $50 per passenger.[4] There is no reason to believe that the traffic experience and the financial results of Airwest's Olympia service have any reasonable chance of meaningful improvement over the foreseeable future, in light of the ample and convenient alternative transportation available to Olympia travelers. Thus, the Seattle-Tacoma International Airport, a major traffic hub, is about 50 surface miles (43 air miles) from Olympia, and travel time via a limited-access interstate highway is on the order of 45 minutes.[5] There is ample bus and limousine service available, as well as commuter air carrier service to Tacoma and the Seattle-Tacoma International Airport. Finally, the absence of civic opposition to Airwest's application lends support to our decision that the show cause procedure is appropriate.[6]

Interested persons will be given twenty days following service of this order to show cause why the tentative findings and conclusions set forth herein should not be made final. We expect such persons to support their objections, if any, with detailed answers, specifically setting forth the tentative findings and conclusions to which objection is taken. Such objections should be accompanied by arguments of fact or law and should be supported by legal precedent or detailed economic analysis. If any evidentiary hearing is requested, the objector should state in detail why such a hearing is considered necessary and what relevant and material facts he would expect to establish through such a hearing that cannot be established in written pleadings. General, vague, or unsupported objections will not be entertained.

Accordingly, it is ordered, That:

1. All interested persons are directed to show cause why the Board should not issue an order making final the tentative findings and conclusions stated herein, and amending the certificate of public convenience and necessity of Hughes Airwest for route 76 so as to delete Olympia, Washington, therefrom;

2. Any interested persons having objections to the issuance of an order making final any of the proposed findings, conclusions, or certificate amendments set forth herein shall, within 20 days after service of a copy of this order, file with the Board and serve upon all persons listed in paragraph 5 a statement of objections together with a summary of testimony, statistical data, and other evidence expected to be relied upon to support the stated objections;[7]

3. If timely and properly supported objections are filed, full consideration will be accorded the matters and issues raised by the objections before further action is taken by the Board;

4. In the event no objections are filed, all further procedural steps will be deemed to have been waived and the Board may proceed to enter an order in accordance with the tentative findings and conclusions set forth herein;

5. A copy of this order shall be served upon Hughes Airwest; Governor, State of Washington; Mayor, City of Olympia; Airport Director and Manager, Port of Olympia; Director, Washington State Aeronautics Commission; Chairman, Utilities and Transportation Commission, State of Washington; Executive Vice President, Puget Sound Traffic Association; and the Postmaster General (attention: Assistant General Counsel of Transportation), Post Office Department; and

6. Hughes Airwest's application for a temporary suspension of service at Olympia, Washington (Docket 25498), be and it hereby is denied.

This order will be published in the FEDERAL REGISTER.

By the Civil Aeronautics Board.

[SEAL] EDWIN Z. HOLLAND,
Secretary.

[FR Doc.73-15606 Filed 7-27-73;8:45 am]

COMMISSION ON REVISION OF THE FEDERAL COURT APPELLATE SYSTEM

NOTICE OF HEARINGS

The Commission on Revision of the Federal Court Appellate System will hold hearings at 10:00 a.m. on Thursday, August 2, 1973 and Friday, August 3, 1973

[1] We also tentatively find that Airwest is fit, willing, and able properly to perform the air transportation authorized by the certificate proposed to be issued herein and to conform to the provisions of the Act and the Board's rules, regulations, and requirements thereunder.

[2] 3.99 in 1963, 3.32 in 1969.

[3] 1972 service was interrupted by a strike against Airwest.

[4] We note that the per-passenger subsidy need in this case far exceeds levels which we have in the past found would warrant deletion, absent other compelling countervailing circumstances. See *e.g.*, Service to Sedalia, Order 70-6-22 (June 2, 1970); Eastern—Deletion of Waycross, Georgia, Order 72-5-50 (May 12, 1972); and Frontier—Deletion of Duncan, Oklahoma, Order 72-6-33 (June 7, 1972).

[5] Travel time to downtown Seattle, a major community of interest, is approximately one hour.

[6] Since we are proceeding upon Airwest's deletion application by expedited non-hearing procedure, we see no special urgency or any other reason requiring the Board to act upon its *perndente lite* suspension request. We will therefore deny its application in Docket 25498, without prejudice.

[7] All motions and/or petitions for reconsideration shall be filed within the period allowed for filing objections and no further such motions, requests, or petitions for reconsideration of this order will be entertained.

in the Ceremonial Courtroom of the United States Courthouse, John Marshall Pl., NW., and Constitution Avenue in Washington, D.C.

The Commission is charged with making recommendations concerning redistricting the judicial circuits. In addition, the Commission is to study the internal procedures and structure of the Federal courts of appeal system, making such recommendations as are appropriate. Because the Commission's first report has a congressionally mandated deadline of mid-December, priority will be given to testimony relevant to redistricting.

The hearings are open to the public and interested persons are invited to attend. Those wishing to present oral testimony should contact A. Leo Levin, Executive Director of the Commission, at 209 Court of Claims Building, 717 Madison Pl., NW., Washington, D.C. 20005. Phone: (202) 382-2943. Written statements may be filed with the Commission.

A. LEO LEVIN,
Executive Director.

JULY 19, 1973.

[FR Doc.73-15550 Filed 7-27-73;8:45 am]

ENVIRONMENTAL PROTECTION AGENCY

ASULAM

Notice of Extension of Temporary Tolerance

In connection with Pesticide Petition No. 2G1200, Rhodia Inc., Chipman Division, 120 Jersey Avenue, New Brunswick, NJ 08903, was granted a temporary tolerance for negligible residues of the herbicide asulam (methyl sulfanilylcarbamate) in or on the raw agricultural commodity sugarcane at 0.1 part per million on July 11, 1972 (notice was published in the FEDERAL REGISTER of July 18, 1972 (37 FR 14229)). This temporary tolerance expired July 11, 1973.

The firm has requested a 1-year extension of the temporary tolerance to obtain additional experimental data. It is concluded that this extension of the temporary tolerance of 0.1 part per million for negligible residues of the herbicide in or on sugarcane will protect the public health. It is therefore extended as requested on condition that the herbicide be used in accordance with the temporary permits being issued concurrently and which provide for distribution under the Rhodia Inc. name.

This temporary tolerance as extended expires July 11, 1974.

This action is taken pursuant to provisions of the Federal Food, Drug and Cosmetic Act (sec. 408(j), 68 Stat. 516; 21 U.S.C. 346a(j)), the authority transferred to the Administrator of the Environmental Protection Agency (35 FR 15623) and the authority delegated by the Administrator to the Deputy Assistant Administrator for Pesticide Programs (36 FR 9038).

Dated: July 24, 1973.

HENRY J. KORP,
Deputy Assistant Administrator for Pesticide Programs.

[FR Doc.73-15621 Filed 7-27-73;8:45 am]

FEDERAL COMMUNICATIONS COMMISSION

PANEL 7, CABLE TELEVISION TECHNICAL ADVISORY COMMITTEE

Notice of Meeting

JULY 20, 1973.

Panel 7 of the Cable Television Technical Advisory Committee will hold an open meeting on August 7, 1973. The meeting will be held at the Mitre Corporation in Bedford, Massachusetts. The agenda of the meeting will include:

I. Chairman's Report of Activities
II. Review of Minutes of May 8, 1973 Meeting
III. Report of Four Working Groups
IV. Review and Discussion of Work to Date
V. Establish Milestones for Next Meeting
VI. New Business
VII. Establish Date, Time, Place for Next Meeting.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] VINCENT J. MULLINS,
Acting Secretary.

[FR Doc.73-15620 Filed 7-27-73;8:45 am]

FEDERAL POWER COMMISSION

[Docket Nos. RP71-131; RP72-61]

ALGONQUIN GAS TRANSMISSION COMPANY

Revised Curtailment Plan Filing

JULY 20, 1973.

Take notice that Algonquin Gas Transmission Company ("Algonquin") on July 2, 1973, tendered for filing First Revised Sheet No. 27-A, First Revised Sheet No. 27-B, and Original Sheet No. 27-C to its FPC Gas Tariff, Original Volume No. 1.

These sheets, Algonquin states are being filed in compliance with the Commission Order issued January 29, 1973, in Docket Nos. RP71-131 and RP72-61, which order required the filing by Algonquin, of a revised curtailment plan to conform with the policies set forth in Order Nos. 467 and 467-A (Docket No. R-469).

The tariff sheets contain revisions to Section 11 of the General Terms and Conditions of Algonquin's FPC Gas Tariff, Original Volume No. 1. Included in such revisions is a listing of the nine priorities of service set forth in the Commission Order Nos. 467, 467-A, and 467-B. Algonquin states that it has submitted a questionnaire to its customers for the purpose of obtaining end-use data that will allow implementation of the curtailment plan. Algonquin states that it will file this data with the Commission when it is received and summarized.

The subject tariff sheets are proposed to become effective November 16, 1973, prior to the onset of the 1973-74 winter in accordance with the January 29, 1973, Commission Order. Algonquin states that copies of the filing were served upon its gas purchase customers and to all State regulatory agencies regulating such customers.

Any person desiring to be heard or to protest said filing should file a petition to intervene or protests with the Federal Power Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426, in accordance with §§ 1.8 or 1.10 of the Commission's rules of practice and procedure (18 CFR 1.8, 1.10). All such petitions or protests should be filed on or before August 13, 1973. Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a petition to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.73-15567 Filed 7-27-73;8:45 am]

[Docket No. CP74-14]

EL PASO NATURAL GAS CO.

Notice of Application

JULY 23, 1973.

Take notice that on July 16, 1973, El Paso Natural Gas Company (Applicant), P.O. Box 1492, El Paso, Texas 79978, filed in Docket No. CP74-14 an application pursuant to section 7(b) of the Natural Gas Act for permission and approval to abandon by sale certain properties and gas pipeline and appurtenant facilities extending from the San Juan Basin Area of New Mexico through the states of Colorado, Utah, Wyoming, Idaho, Oregon, and Washington, and terminating at the International Boundary near Sumas, Washington, to Northwest Pipeline Company (Northwest), all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Applicant states that this application is filed as a result of the mandate of the United States Supreme Court in United States v. El Paso Natural Gas Co., et al., 376 U.S. 651 (1964), as implemented by the Orders and Opinion of the United States District Court for the District of Colorado entered on June 16, 1972, in United States v. El Paso Natural Gas Co., et al., Civil Action No. C-2626, aff'd sub nom. California-Pacific Utilities Co., et al., v. United States ____ U.S. ____ (1973), requiring divestiture by Applicant to Northwest of the facilities and properties acquired by Applicant in 1959 from Pacific Northwest Pipeline Corporation (Pacific Northwest) together with additional properties and facilities.

Applicant proposes to abandon approximately 3,100 miles of transmission line ranging in size from 2⅜ inch O.D. to 34-inch O.D., 1,160 miles of field gathering line, ranging in size from 2⅜ inch O.D. to 30-inch O.D., 31 compressor stations, 4 gas dehydration plants, 2 liquid hydrocarbon extraction plants, Applicant's ⅓ interest in the Jackson Prairie Storage Project and all other appurtenant facilities required in the operation of its Northwest Division.

Applicant also proposes to abandon to Northwest all of its gas reserves in the San Juan Basin Area, New Mexico, and elsewhere resulting from Applicant's acquisition of Pacific Northwest, all contracts negotiated since January 1, 1957, for the purchase of Canadian gas, all

other connected gas supplies located north of the San Juan Basin, and a portion of the San Juan Basin reserves acquired by Applicant subsequent to the acquisition. Applicant estimates the total available reserves of gas approximate 10 billion Mcf.

Applicant also proposes to abandon its gas service to 16 distributor companies, 3 pipeline companies for resale, exchange arrangements with one distributor and one pipeline, and a transportation service performed for one pipeline, all rendered in accordance with its FPC Gas Tariff, First Revised Volume No. 3 and Original Volume No. 4, which will be canceled. It is stated that upon consummation of the divestiture, all outstanding resale and direct sale contracts will be assigned to Northwest. Northwest has filed in Docket Nos. CP73-331, CP73-332, and CP73-333, applications for authorization to make all the sales and render the service now made by Applicant through its Northwest facilities at the same rates as now charged by Applicant, to import natural gas from Canada, and to maintain and operate facilities at the International Boundary.

Applicant states that Northwest will acquire the facilities, assets and properties from it by conveyance, assignment and transfer. In exchange Northwest will issue bonds and debentures to Applicant's bondholders for a pro rata share of Applicant's bonds and debentures which will be surrendered and canceled. Northwest will issue and deliver to Applicant all of the common stock of Northwest. Applicant will then sell 20 percent of the stock to the APCO Group.

The remainder of the common stock will be placed in a five-year voting trust administered by the APCO Group with trust certificates distributed pro rata to the holders of Applicant's common stock. A holder of a certificate may exchange the certificate for the appropriate number of shares of Northwest upon a showing that the holder no longer holds shares of the Applicant's common stock. At the end of the five-year trust period any remaining stock will be sold by the trustee and the proceeds distributed to the certificate holders.

Applicant states that it intends to enter into a gathering and exchange agreement with Northwest after divestiture providing for the exchange of gas from wells owned by one party but connected to the other party's gathering system in the San Juan Basin Area. Upon agreement between Applicant and Northwest regarding the said arrangement, Applicant will make the necessary application for authorization to implement the agreement.

In addition to permission and approval under section 7(b) of the Natural Gas Act, Applicant requests that all orders and permits issued by the Commission to Pacific Northwest or Applicant, pertaining to the facilities required to be divested, be vacated.

Any person desiring to be heard or to make any protest with reference to said application should on or before August 15, 1973, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). 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. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition 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 this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that permission and approval for the proposed abandonment are required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

MARY B. KIDD,
Acting Secretary.

[FR Doc.73-15568 Filed 7-27-73;8:45 am]

[Docket No. CP69-23]

EL PASO NATURAL GAS CO.

Petition To Amend

JULY 20, 1973.

Take notice that on July 13, 1973, El Paso Natural Gas Company (Petitioner), P.O. Box 1492, El Paso, Texas 79978, filed in Docket No. CP69-23 a petition to amend the order of the Commission issuing a certificate of public convenience and necessity in said docket pursuant to section 7(c) of the Natural Gas Act so as to authorize a continuation of the operation of certain facilities used to sell and deliver excess return residue gas to certain producers, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Petitioner was authorized by the Commission's order of August 21, 1969, in said docket (42 FPC 562) as amended March 29, 1970, and December 27, 1972, to continue the operation of certain facilities on its Southern Division System for sales and deliveries of gas that had been without certificate authorization because the gas had not been commingled with gas in interstate commerce and was consumed completely in the state of production. Petitioner states that in its application in said docket it inadvertently omitted to seek authorization for the facilities used in making direct sales and deliveries of return residue gas to certain producers in San Juan County, New Mexico, and in Andrews, Midland, Upton, and Reagan Counties, Texas. It is stated that each producer receives, pursuant to contract, quantities of gas equivalent to the residue gas volumes from casinghead gas sold to Petitioner. The purpose of such sales is to assist the development and operation of oil and gas recoveries, including gas lift and repressuring operations. Petitioner further states that for 13 producers, sales and deliveries of return residue gas have exceeded the volumes of residue gas sold to it and the producers were charged for the excess in accordance with Petitioner's X-1 Rate Schedule, FPC Gas Tariff, Original Volume No. 1.

Petitioner requests authorization to continue to use the 70 metering and regulating facilities for the sales and deliveries of excess return residue gas hereinbefore described. These facilities were originally constructed at an estimated cost of $2,000 each.

Any person desiring to be heard or to make any protest with reference to said petition to amend should on or before August 13, 1973, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest in accordance with the requirements of the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (18 CFR 157.10). 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. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition to intervene in accordance with the Commission's rules.

KENNETH F. PLUMB,
Secretary.

[FR Doc.73-15569 Filed 7-27-73;8:45 am]

[Docket No. CI74-19]

LVO CORP.

Notice of Application

JULY 23, 1973.

Take notice that on July 5, 1973, LVO Corporation (Applicant), P.O. Box 2848, Tulsa, Oklahoma 74101, filed in Docket No. CI74-19 an application pursuant to section 7(b) of the Natural Gas Act for permission and approval to abandon the sale of natural gas to Kansas-Nebraska Natural Gas Company, Inc. (Kansas-Nebraska), from the Bradshaw Field, Hamilton County, Kansas, or in the alternative for authorization to increase the rate for such gas sold by Applicant, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

By the Commission's order of March 18, 1964, in Docket No. CI64-679, as

amended by the order of March 5, 1968, in said docket, Applicant's predecessor-in-interest, Livingston Oil Company was authorized to sell gas to Kansas-Nebraska at 13.5 cents per Mcf at 14.65 psia. Applicant now states that although its wells are capable of producing 540,000 Mcf per month, Kansas-Nebraska has curtailed its takes from Applicant's acreage in the Bradshaw Field and that Applicant has been forced to shut in as many as 50 wells out of the 75 wells in the field. Applicant further states that the reduction in takes has required an increasing amount of salt water to be pumped from the wells to maintain as production and this has created considerable operation problems. It is stated that the effect of rising costs and decreasing deliveries has made it economically infeasible to continue deliveries to Kansas-Nebraska at the present rates.

Applicant proposes to abandon the sale of gas to Kansas-Nebraska in order to negotiate with another interstate pipeline for the sale of gas from its wells. In the alternative, Applicant requests authorization to increase its charges under its FPC Gas Rate Schedule No. 27 to 37.5 cents per Mcf at 14.65 psia for takes of 286,000 Mcf of gas per month with variable rates depending on the level of purchases by Kansas-Nebraska.

Any person desiring to be heard or to make any protest with reference to said application should on or before August 17, 1973, file with the Federal Power Commission, Washington, D.C. 20426, a petition to intervene or a protest 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. Any person wishing to become a party to a proceeding or to participate as a party in any hearing therein must file a petition 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 this application if no petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that permission and approval for the proposed abandonment are required by the public convenience and necessity. If a petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

MARY B. KIDD,
Acting Secretary.

[FR Doc.73-15571 Filed 7-27-73;8:45 am]

[Docket No. E-8130]

MIDDLE SOUTH SERVICES, INC.

Notice Rescheduling Prehearing Conference

JULY 23, 1973.

On July 12, 1973, Middle South Services, Inc. filed a motion to reschedule the prehearing conference as fixed by order issued July 27, 1973. The motion states that Staff Counsel had no objection to the motion.

Upon consideration, notice is hereby given that the prehearing conference is rescheduled for August 1, 1973, at 10:00 a.m. (e.d.t.) in a Hearing Room of the Federal Power Commission at 825 North Capitol Street, N.E., Washington, D.C. 20426.

MARY B. KIDD,
Acting Secretary.

[FR Doc.73-15572 Filed 7-27-73;8:45 am]

[Project 287]

NORTHERN COUNTIES HYDROELECTRIC CO.

Application for New License for Constructed Project

JULY 20, 1973.

Public notice is hereby given that application for new major license (relicense) has been filed December 20, 1972, under the Federal Power Act (17 U..S.C. 791a–825r) by Northern Counties Hydroelectric Company (Correspondence to: Mrs Bette Breit O'Keefe, President, North Counties Hydroelectric Company, 1047 North Kenilworth Avenue, Oak Park, Illinois 60302, and John C. Mason, Esquire, Morgan, Lewis & Bockius, 1140 Connecticut Avenue, N.W., Washington, D.C. 20036) for its constructed Dayton Project No. 287 located in La Salle County, near the towns of Dayton and Ottawa, Illinois, on the Fox River, a navigable tributary to the Illinois River. The project affects navigable waters of the United States.

The existing Dayton Project consists of: (1) A dam about 594 feet long and 23 feet high across the Fox River; (2) a power canal extending along the west side of the Fox River from the dam to the powerhouse; (3) a powerhouse containing three generators with a total installed capacity of 3,680 kilowatts; (4) a reservoir 100 to 600 feet wide extending generally northward and upstream from the dam for about 5 miles with a surface area of 1600 acres; and (5) appurtenant facilities.

According to the application; (1) the estimated net investment is $334,158 as of June 30, 1972. The fair market value of the project is estimated to be substantially in excess of that net investment of $334,158 based on trended original costs, but a precise figure has not been calculated; (2) due to the fact that Illinois Power Company buys the total output of the project at the bus bars, any severance damage suffered would be borne by Illinois Power Company in connection with construction of new transmission facilities to obtain generating capacity from another source; (3) the applicant estimates that the annual tax revenue produced by the project ranges between $18,000 and $23,000. Local taxes amount to about $8,000 per year. Federal income taxes on the project during good water years range from $10,000 to $15,000.

The principal recreational feature of the project is the shallow reservoir of some 1,600 acres and a length of about 5 miles. The reservoir is accessible from the east by county highways and from the south by a highway and a foot path. The reservoir is used for canoeing, boating, and fishing.

The applicant will provide additional recreation facilities and make improvements as follows: two paths from the parking area to the river bank will be graveled; vegetation will be cleared at selected area along the river bank; portage points will be improved.

Any person desiring to be heard or to make protest with reference to said application should on or before September 5, 1973, 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 a proceeding. Persons wishing to become parties to a proceeding or to participate as a party in any hearing therein must file pettions to intervene in accordance with the Commission's rules. The application is on file with the Commission and available for public inspection.

KENNETH F. PLUMB,
Secretary.

[FR Doc.73-15573 Filed 7-27-73;8:45 am]

[Docket No. CP74-18]

UNITED GAS PIPE LINE CO.

Order To Show Cause

JULY 20, 1973.

In Opinion No. 661, issued this day, we were confronted with the proposition that absent compensatory price conditions for certificates for direct sales contracts for customers in the New Orleans and Victoria divisions, United would incur a $12 million annual deficiency. The record in Docket No. CP71-89 was, however, inconclusive as to the impact of such a deficiency on United's financial integrity to render adequate systemwide service. Moreover, the record in that case was closed and briefs filed prior to the initiation of the Phase I and Phase II proceedings in Docket Nos. CP73-117, et al. and Commission Opinion Nos. 647 and 647-A, so that assumptions underlying that $12 million revenue deficiency may have to be substantially changed. As we stated in Opinion No. 661, rather than relieve United from any alleged non-compensatory contracts for only certain of its direct sales customers, that issue will be decided in this proceeding, wherein the impact can be measured by continuation of such direct sales at the rates contained in the individual contracts on United's entire system.

Our order of February 12, 1973 severed the proceedings in Docket Nos. CP73–117, et al. into two distinct phases. In Phase I, United Gas Pipe Line Company (United) was ordered to show cause why abandonment should not be ordered for industrial requirements for boiler-fuel use at more than 1500 Mcf per day where alternate fuel capabilities can meet such requirements. The Phase II proceeding required United to show why the present or future public convenience or necessity required the abandonment of service to seven direct industrial customers to the extent the gas was not used in priority categories 4 and 5 of United's curtailment plan, i.e., outside the scope of Phase I. For the reasons hereinafter stated by this order, we are initiating a new show cause proceeding.

We herein direct United to show cause why it should abandon service under all noncompensatory direct sales contracts, i.e., the burden is on United to show why transportation service should not be continued to all its direct sales customers at the rates contained in the individual contracts, but not including the seven individual abandonment applications which are the subject of Phase II. Such direct sales customers may include many of the sales which are the subject of Phase I; the latter proceeding directed to the inferior use of such gas, as distinguished from the rate at which such sale is made. However, we recognize that (1) the hearings in Phase I are not scheduled to resume for another three months (see our order of May 16, 1973), and (2) we must ascertain the financial impact of continuation of large boiler-fuel sales at contract rates where alternate fuel capability is absent.

The standards to be utilized in this new proceeding in examining the rates for such transportation service shall be those of our March 8, 1973 order at pp. 8–9 therein and our February 12, 1973 order at pp. 2–3 therein in Docket Nos. CP73–117, et al.

We would direct the parties to this proceeding, including staff, that certain evidence in Docket No. RP72–75, the United rate case pending before us on exceptions, may be incorporated by reference, e.g. cost allocation, to the extent relevant to adjudication of this proceeding, as well as relevant evidence from Docket Nos. CP73–117, et al.

We would also urge the parties to this proceeding, including staff, to consider the short and long-term impact upon United's ability to render adequate service of our Phase I proceeding, e.g. if abandonment is ordered for certain large boiler-fuel customers with alternate fuel capability.

Our primary concern in this new proceeding is to determine the impact of the continuation of direct sales at the rates prescribed in those individual contracts upon the rates charged to United's jurisdictional ratepayers and the ability of United to render adequate jurisdictional service. The scope of such inquiry should be the systemwide impact as contracted with any individual direct sale.

Pursuant to sections 7, 14 and 16 of the Natural Gas Act and § 1.6(d) of the Commission's rules of practice and procedure, the Commission orders that:

(A) United Gas Pipe Line Company is ordered to show cause why it should abandon service to all its direct sales customers and why transportation service should not be continued to all its direct sales customers at the several individual contract rates.

(B) Interested persons should file petitions to intervene in these proceedings with the Secretary of the Federal Power Commission within twenty days from the date of issuance of this order.

(C) United's answer to this modified show cause order, under § 1.9(c) of the Commission's rules of practice and procedure, is waived, without prejudice, and responses to such answer are not permitted.

(D) United Gas Pipe Line Company, as respondent, shall file its testimony and evidence on August 27, 1973.

(E) Staff and intervenors shall file their evidence, including testimony and exhibits, on September 24, 1973.

(F) Rebuttal evidence shall be filed on October 8, 1973.

(G) Cross-examination shall commence on October 15, 1973.

(H) A prehearing conference shall be convened at 10:00 a.m. on August 6, 1973, in a hearing room of the Federal Power Commission, 825 North Capitol Street, NE., Washington, D.C. 20426, concerning this proceeding, before a Presiding Administrative Law Judge.

By the Commission.

[SEAL] KENNETH F. PLUMB, *Secretary.*

[FR Doc.73–15574 Filed 7–27–73;8:45 am]

[Docket No. E–8311]

UTAH POWER AND LIGHT CO.

Proposed Changes in Electric Service Agreement

JULY 20, 1973.

Take notice that on July 11, 1973, Utah Power and Light Company (Utah) tendered for filing amendments to an interconnection agreement among Utah, Washington Water Power Company (Washington), Idaho Power Company (Idaho), Pacific Power and Light Company (Pacific), and the Montana Power Company (Montana). The agreement is currently designated Utah Rate Schedule FPC No. 103. The amendments consist of the following:

(1) Supplement No. 2 to Supplement No. 2 of Rate Schedule FPC No. 103. Utah states that this amendment restates the obligations under the agreement during heavy load hours for the summer of 1973 and winter of 1973–1974 and sets up obligations for future periods into 1976. The settlement date for energy balances is changed from "June 1 each year," to "August 31, 1976."

(2) Supplement No. 4 to Rate Schedule FPC No. 103. Utah asserts that this amendment is a new service schedule providing for exchange of power and energy between Washington and Utah; and future sales by Utah to Washington. Utah states that this schedule is contingent upon an exchange agreement by and between Washington and Puget Sound Power and Light Company which will be separately submitted to the Commission. Utah claims that revenues and costs under Supplement No. 4 are impossible to estimate accurately due to the many variables involved. Utah also requests that the notice requirements of § 35.3 of the Commission's regulations be waived and that Supplement No. 4 be accepted for filing with an effective date of April 16, 1973, since service under this Supplement was initiated on that date.

Any person desiring to be heard or protest should file a petition to intervene or protest with the Federal Power Commission, 825 North Capitol Street, N.E., Washington, D. C. 20426 in accordance with the Commission's Rules of Practice and Procedure. All such protests or petitions should be filed on or before August 7, 1973. Protests will be considered by the Commission in determining the appropriate action, but will not serve to make the protestants parties to the proceedings. Any person desiring to become a party must file a petition to intervene. Copies of this application are on file with the Commission and available for public inspection.

KENNETH F. PLUMB, *Secretary.*

[FR Doc.73–15575 Filed 7–27–73;8:45 am]

FEDERAL RESERVE SYSTEM

CLEVETRUST CORP.

Order Approving Formation of Bank Holding Company

CleveTrust Corporation, Wilmington, Delaware, has applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) of information of a bank holding company through acquisition of all of the voting shares (less directors' qualifying shares) of the successors by merger to The Cleveland Trust Company, Cleveland, Ohio ("Bank"). Bank is to be merged into the Cuyahoga Bank, which has no significance except as a means of acquiring the voting shares of Bank. Accordingly, the proposed acquisition of the shares of the successor organization is treated herein as the proposed acquisition of the shares of Bank.

Notice of application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired and the Board has considered the application and all comments received, including those of, and evidence submitted by, The Lake County National Bank of Painesville, Painesville, Ohio, and The Lorain County Savings & Trust Co., Elyria, Ohio (hereinafter collectively referred to as "Protestants"), in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant is a newly organized corporation formed for the purpose of becoming a bank holding company. Bank, with deposits of $2.4 billion as of June 30, 1972, is the largest bank in the City of Cleveland and the State of Ohio. The Cleveland Trust Company of Painesville, Painesville, Ohio ("Lake Bank"), a proposed new bank (projected deposits of $72.1 million), would acquire the assets and assume the liabilities of Bank that are attributable to Bank's two branch offices located in Lake County. The Cleveland Trust Company of Lorain, Lorain, Ohio ("Lorain Bank"), a proposed new bank (projected deposits of $29.5 million), would acquire the assets and assume the liabilities of Bank that are attributable to Bank's branch office located in Lorain County.

The proposal constitutes a corporate reorganization and represents no expansion of corporate interests.[1] Consummation of the proposed transactions, therefore, would not eliminate either existing or potential competition.

The financial and managerial resources and future prospects of Applicant, Bank, Lake Bank, and Lorain Bank are regarded as generally satisfactory and consistent with approval of the application. There is no evidence in the record that significant banking needs of the communities involved are going unserved. Consummation of the proposal would, however, result in the subsidiary banks in Lake and Lorain Counties having a greater orientation toward the needs of the local communities than the present branch facilities. For example, as indicated below, the local management would have lending authority far in excess of that possessed by the present branch officers. These considerations are consistent with and lend some weight toward approval of the application.

Section 7 of the Bank Holding Company Act reserves to the States such rights as they may have with respect to the regulation of banks. In view of this the Board has examined the contentions of Petitioners that there is proposed such a unitary operation that Lake Bank and Lorain Bank would be operated as branches of Bank in violation of Ohio law restricting branch banking to the county in which the head office of a bank is located.[2] Protestants have requested that the Board hold a formal public hearing on the application and have requested admission to the proceeding as parties. In view of the fact that the State Commissioner did not recommend disapproval of the application, no hearing on the application is required by the Act. Further, upon examination of the record, it does not appear to the Board that there are any issues concerning the application on which a formal hearing or oral presentation would be useful. The requests are therefore denied. Protestants have further requested the Board stay its proceedings pending the final outcome of the State court litigation referred to hereinafter. In view of the decision herein on the merits of Protestants' contentions the Board does not regard such a stay as appropriate.

The branching contention was made before the Ohio Banking Superintendent during the pendency of charter applications for Lake Bank and Lorain Bank. On the basis of the record before him, including the transcript of, and exhibits submitted at, formal hearings on those applications,[3] the Ohio Banking Superintendent approved the formations of Lake Bank and Lorain Bank. Protestants appealed those decisions to the Ohio Court of Common Pleas which suspended the Superintendent's approval Orders. On February 28, 1973, that Court affirmed those Orders and expressly concluded that neither Lake Bank nor Lorain Bank would constitute a branch of Bank. Protestants subsequently appealed those decisions to the Ohio Court of Appeals, and the suspension Orders of the Ohio Court of Common Pleas remain in effect.

Bank's present branches in Lake and Lorain Counties are "grandfathered" under the Ohio law restricting branching and Bank may not branch further within those counties. As described above, the proposed new banks would acquire the assets and assume the liabilities attributable to these branches. Each bank is to be a separate corporation with its own capital structure. While it may be said that the capital is derived from Bank, it does not represent a use of Bank's capital to expand its activities but rather a segregation of capital attributable to deposits already at those locations. Each of the proposed subsidiary banks would be subject to separate regulation and have separate loan limits. There will be no common directors between Bank and the other proposed subsidiary banks although certain of the directors will be former officers of Bank. Four of the six directors of each new bank will be local businessmen with no prior policy-making relationship with Bank. The proposed managements will have complete control of the operations of the proposed new banks. As an example, the new managements will have authority to make loans up to the lending limits of the banks, $650,000 and $250,000 respectively, as opposed to the very restrictive limitations presently placed on the branch managers of those offices. In every regard, customers of the proposed banks will be dealing not with Bank but with a separate corporate entity.

While it is true that the proposed subsidiaries will obtain the ability to branch in Lake and Lorain Counties, this is not in itself probative on the question whether the proposal constitutes illegal branching under Ohio law. Rather, this is a result of any holding company acquisition in the State, and such privileges could be obtained by the acquisition of any existing bank in those counties, an acquisition which, if the bank were to be operated as proposed in the record here, would not constitute branch banking. Furthermore, it does not appear that Applicant's intent is necessarily to gain these privileges. Rather, Applicant wishes to take advantage of the holding company form of operation for corporate expansion in many areas, and the proposal stems in part from a concern that as a result of the reorganization it would lose its "grandfather" rights to the existing branches. On the basis of the record before it, the Board concludes that the proposal would not constitute a unitary form of operation prohibited by the Ohio laws restricting branching, but rather constitutes a termination of a unitary form of operation.

It is the Board's judgment that the transaction would be in the public interest and that the application should be approved.

On the basis of the record, the application is approved for the reasons summarized above. The transaction shall not be consummated (a) before the thirtieth calendar day following the effective date of this Order, or (b) later than three months after that date, and (c) Lake Bank and Lorain Bank shall be opened for business not later than six months after the effective date of this Order. Each of the periods described in (b) and (c) may be extended for good cause by the Board, or by the Federal Reserve Bank of Cleveland, pursuant to delegated authority.

By order of the Board of Governors,[4] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15520 Filed 7-27-73;8:45 am]

[1] Lake Bank and Lorain Bank may, in the future, expand through the opening of new branch offices in their respective counties. However, such expansion is dependent upon securing the appropriate regulatory approvals, including that of the Board, at such time.

[2] This is Protestants' primary contention. All of their contentions are either resolved by a resolution of this issue or are matters of State law which are independent of the proposed holding company form of organization.

[3] Protestants have submitted to the Board copies of that transcript and those exhibits, and the Board has made those materials part of the record on which it relies in this matter.

[4] Voting for this action: Vice Chairman Mitchell and Governors Daane, Brimmer, Sheehan, Bucher and Holland. Absent and not voting: Chairman Burns.

CLEVELAND TRUST COMPANY OF LORAIN

Order Approving Acquisition of Assets and Assumption of Liabilities Under Bank Merger Act

The Cleveland Trust Company of Lorain, Lorain, Ohio ("Applicant"), a proposed State member bank of the Federal Reserve System, has applied pursuant to the Bank Merger Act (12 U.S.C. 1828(c)) for the Board's prior approval to acquire certain assets of and assume certain liabilities of The Cleveland Trust

Company, Cleveland, Ohio, under the charter and name of Applicant.

As required by the Act, notice of the proposed merger, in form approved by the Board, has been published and the Board has requested reports on competitive factors from the Attorney General, the Comptroller of the Currency, and the Federal Deposit Insurance Corporation. The Board has considered all relevant material contained in the record in the light of the factors set forth in the Act.

On the basis of the record, the application is approved for the reasons summarized in the Board's Order of this date relating to the application of CleveTrust Corporation, Wilmington, Delaware, to form a bank holding company through the acquisition of 100 percent of the voting shares (less directors' qualifying shares) of the successors by merger to The Cleveland Trust Company, Cleveland, Ohio. The transaction shall not be consummated (a) before the thirtieth calendar day following the date of this Order or (b) later than three months after the date of this order, and (c) The Cleveland Trust Company of Lorain, Lorain, Ohio, shall be opened for business not later than six months after the effective date of this order. Each of the periods described in (b) and (c) may be extended for good cause by the Board, or by the Federal Reserve Bank of Cleveland pursuant to delegated authority.

By order of the Board of Governors,[1] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15521 Filed 7-27-73;8:45 am]

CLEVELAND TRUST COMPANY OF PAINESVILLE

Order Approving Acquisition of Assets and Assumption of Liabilities Under Bank Merger Act

The Cleveland Trust Company of Painesville, Painesville, Ohio ("Applicant"), a proposed State member bank of the Federal Reserve System, has applied pursuant to the Bank Merger Act (12 U.S.C. 1828(c)) for the Board's prior approval to acquire certain assets and assume certain liabilities of The Cleveland Trust Company, Cleveland, Ohio, under the charter and name of Applicant and to operate a branch at Willoughby, Ohio, at which The Cleveland Trust Company presently operates a branch office.

As required by the Act, notice of the proposed merger, in form approved by the Board, has been published, and the Board has requested reports on competitive factors from the Attorney General, the Comptroller of the Currency, and the Federal Deposit Insurance Corporation. The Board has considered all relevant material contained in the record in the light of the factors set forth in the Act.

On the basis of the record, the application is approved for the reasons summarized in the Board's Order of this date relating to the application of CleveTrust Corporation, Wilmington, Delaware, to form a bank holding company through the acquisition of 100 percent of the voting shares (less directors' qualifying shares) of the successors by merger to The Cleveland Trust Company, Cleveland, Ohio. The transaction shall not be consummated (a) before the thirtieth calendar day following the date of this Order or (b) later than three months after the date of this order, and (c) The Cleveland Trust Company of Painesville, Painesville, Ohio, shall be opened for business not later than six months after the effective date of this order. Each of the periods described in (b) and (c) may be extended for good cause by the Board, or by the Federal Reserve Bank of Cleveland pursuant to delegated authority.

By order of the Board of Governors,[1] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15519 Filed 7-27-73;8:45 am]

CUYAHOGA BANK

Order Approving Merger Under Bank Merger Act

The Cuyahoga Bank, Cleveland, Ohio ("Applicant"), a proposed State member bank of the Federal Reserve System, has applied pursuant to the Bank Merger Act (12 U.S.C. 1828(c)) for the Board's prior approval to merge with The Cleveland Trust Company, Cleveland, Ohio, under the charter of Applicant and the name of The Cleveland Trust Company and to operate branches at the locations at which The Cleveland Trust Company presently operates branch offices, other than at Lorain, Painesville, and Willoughby, Ohio.

As required by the Act, notice of the proposed merger, in form approved by the Board, has been published and the Board has requested reports on competitive factors from the Attorney General, the Comptroller of the Currency, and the Federal Deposit Insurance Corporation. The Board has considered all relevant material contained in the record in the light of the factors set forth in the Act.

On the basis of the record, the application is approved for the reasons summarized in the Board's Order of this date relating to the application of CleveTrust Corporation, Wilmington, Delaware, to form a bank holding company through the acquisition of 100 percent of the voting shares (less directors' qualifying shares) of the successors by merger to The Cleveland Trust Company, Cleveland, Ohio. The transaction shall not be consummated (a) before the thirtieth calendar day following the date of this Order or (b) later than three months after the date of this Order, and (c) the Cuyahoga Bank, Cleveland, Ohio, shall be opened for business not later than six months after the effective date of this order. Each of the periods described in (b) and (c) may be extended for good cause by the Board, or by the Federal Reserve Bank of Cleveland pursuant to delegated authority.

By order of the Board of Governors,[2] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15522 Filed 7-27-73;8:45 am]

FIRST FINANCE CO.

Order Granting Determination Under Bank Holding Company Act

In the matter of the request by First Finance Company, Nevada, Missouri ("First Finance"), for a determination pursuant to section 2(g)(3) of the Bank Holding Company Act of 1956, as amended.

First Finance, a bank holding company within the meaning of the Bank Holding Company Act of 1956 (12 U.S.C. 1841(a)), on the basis of its ownership of 57.1 percent of the voting shares of The First National Bank of Golden City, Golden City, Missouri ("Golden Bank"), seeks to terminate said status as a bank holding company with respect to Golden Bank[1] by transferring all of its shares of Golden Bank to Messrs. H. L. Fowler, L. Gilbert, and H. V. Edmiston (officers and directors of First Finance), all of Nevada, Missouri.

Under the provisions of section 2(g)(3) of the Act (12 U.S.C. 1841(g)(3)), shares transferred after January 1, 1966, by any bank holding company to a transferee that has one or more officers, directors, trustees, or beneficiaries in common with or subject to control by the transferor are deemed to be owned or controlled by the transferor unless the Board of Governors of the Federal Reserve System, after opportunity for hearing, determines that the transferor is not in fact capable of controlling the transferee.

On the basis of this section, the Board advised First Finance that, in the opinion of the Board, consummation of the proposed transfer would not terminate First Finance's ownership and control of its 57.1 percent interest in Golden Bank or First Finance's status as a bank holding company with respect to such Bank,

[1] Voting for this action: Vice Chairman Mitchell and Governors Daane, Brimmer, Sheehan, Bucher and Holland. Absent and not voting: Chairman Burns.

[1] Voting for this action: Vice Chairman Mitchell and Governors Daane, Brimmer, Sheehan, Bucher and Holland. Absent and not voting: Chairman Burns.

[2] Voting for this action: Vice Chairman Mitchell and Governors Daane, Brimmer, Sheehan, Bucher and Holland. Absent and not voting: Chairman Burns.

[1] By Order of this date, the Board has approved the indirect acquisition by First Finance of Commercial Bank of Leadville, Leadville, Colorado. When such acquisition is consummated, First Finance will become a bank holding company with respect to Commerical Bank of Leadville.

unless the Board after opportunity for hearing made a determination of the kind described in section 2(g)(3). First Finance has requested such a determination, and it has submitted to the Board documentary evidence to support its contention that Messrs. Fowler, Gilbert, and Edmiston cannot in fact be controlled by First Finance.

Notice of an opportunity for hearing with respect to First Finance's request for a determination under section 2(g)(3) was published in the FEDERAL REGISTER on Friday, February 2, 1973 (38 FR 3220). The time provided for requesting a hearing expired on February 12, 1973. No such request has been received by the Board, nor has any evidence been received to show that First Finance is in fact capable of controlling Messrs. Fowler, Gilbert, or Edmiston.

It is hereby determined that First Finance is not in fact capable of controlling Messrs. Fowler, Gilbert, or Edmiston. This determination is based upon the evidence of record in this matter, including the fact that Messrs. Fowler, Gilbert, and Edmiston and their immediate families own approximately 92 percent of the voting shares of First Finance and neither Messrs. Fowler, Gilbert, nor Edmiston will be indebted to First Finance as a result of the transfer of shares of Golden Bank to them.

Accordingly, it is ordered, That First Finance's request for a determination pursuant to section 2(g)(3) be and hereby is granted.

By order of the Board of Governors,[2] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15523 Filed 7-27-73;8:45 am]

FIRST FINANCE CO.

Order Approving Continuation of Consumer Finance and Credit Insurance Activities and Retention of Subsidiaries

First Finance Company, Nevada, Missouri, a bank holding company within the meaning of the Bank Holding Company Act,[1] has applied for the Board's approval, under section 4(c)(8) of the Act and § 225.4(b)(2) of the Board's Regulation Y, to retain all of the voting shares of the following companies: First Finance Company of Houston, Inc., Houston, Missouri; First Finance Company of Salem, Inc., Salem, Missouri; First Finance Company of Eldorado Springs, Inc., Eldorado Springs, Missouri; First Finance Company of Denver, Inc., Denver, Colorado; First Finance Company of Mt. Vernon, Inc., Mt. Vernon, Missouri; First Finance Company of Springfield, Inc., Springfield, Missouri; First Finance Company of Osceola, Inc., Osceola, Missouri; First Finance Company of Vinita, Inc., Vinita, Oklahoma; First Finance Company of Monett, Inc., Monett, Missouri; First Finance Company of Joplin, Inc., Joplin, Missouri; First Finance Company of Bolivar, Inc., Bolivar, Missouri; First Finance Company of Lamar, Inc., Lamar, Missouri; First Finance Discount Co., of Joplin, Inc., Joplin, Missouri; First Finance Discount Co., Nevada, Missouri; First Finance Company, Inc., Fort Scott, Kansas; and Southwestern Insurance Agency, Inc., Nevada, Missouri. Southwestern Insurance Agency, Inc., engages in the activity of acting as agent or broker with respect to the sale of automobile physical damage insurance and personal property insurance which protects the security interest of loans made by First Finance and its consumer finance subsidiaries located in Missouri. The other abovementioned subsidiary companies and Applicant engage in the activities of making and acquiring consumer fiance loans and acting as agent or broker in the sale of credit life, credit accident and health insurance and credit fire insurance which protects the security interest of loans made by such companies. Such activities have been specified by the Board in § 225.4(a)(1) and (9) of Regulation Y as permissible for bank holding companies.

Notice of the applications, affording opportunity for interested persons to submit comments and views on the public interest factors, has been duly published (38 FR 3220). The time for filing comments and views has expired, and the Board has considered all comments received in light of the public interest factors set forth in section 4(c)(8) of the Act (12 U.S.C. 1843(c)).

Applicant will control one bank with deposits of $8.2 million, representing .2 per cent of the total commercial bank deposits in the State. Applicant has also received approval to indirectly acquire a general insurance agency.[2]

Except for First Finance Company of Houston, Inc. ("Houston") and First Finance Company of Salem, Inc. ("Salem"), all of the abovementioned subsidiary companies were acquired by Applicant between 1954 and 1970. Applicant acquired both Houston and Salem by acquiring assets from Superior Loan Company, Poplar Bluff, Missouri, without Board approval in February of 1972. Applicant apparently was unaware that the acquisition of Houston and Salem required Board approval, and on the basis of the record the Board concludes that Applicant's acquisition of Houston and Salem were not willful or knowing violations of the Act.

It does not appear that the continuation of Applicant's direct consumer finance and credit insurance activities nor Applicant's retention of its consumer finance subsidiaries and its credit insurance subsidiary would have an adverse effect on either existing or potential competition since Applicant's closest subsidiary consumer finance office is located over 100 miles from Applicant's subsidiary bank and Applicant's existing credit insurance subsidiary is located about 700 miles from Applicant's general insurance agency subsidiary.

There is no evidence in the record that the continuation of Applicant's direct consumer finance and credit insurance activities or the proposed retentions would lead to an undue concentration of resources, conflicts of interests, or unsound banking practices.

Based upon the foregoing and other considerations reflected in the record, the Board has determined that the balance of the public interest factors the Board is required to consider under section 4(c)(8) is favorable. Accordingly, the applications are hereby approved. This determination is subject to the conditions set forth in § 225.4(c) of Regulation Y and to the Board's authority to require such modification or termination of the activities of a holding company or any of its subsidiaries as the Board finds necessary to assure compliance with the provisions and purposes of the Act and the Board's regulations and orders issued thereunder, or to prevent evasion thereof.

By order of the Board of Governors,[3] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15524 Filed 7-27-73;8:45 am]

FIRST FINANCE CO. AND MID-CONTINENT BANCSHARES

Order Approving Formation of Bank Holding Company and Acquisition of Hugh E. Smith, Inc.

First Finance Company ("First Finance") and its wholly-owned subsidiary, Mid-Continent Bancshares ("Bancshares"), both of Nevada, Missouri, have applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) of formation of a bank holding company through the indirect acquisition of 97 percent of the voting shares of Commercial Bank of Leadville, Leadville, Colorado ("Bank"), through the acquisition of 98 percent or more of the voting shares of Mid-Continent Corporation, Leadville, Colorado, a bank holding company which presently owns 97 percent of the voting shares of Bank.

At the same time Applicants have applied for the Board's approval under section 4(c)(8) of the Act and § 225.4(b)(2) of the Board's Regulation Y to engage in certain permissible insurance agency activities through the indirect acquisition of the shares of Hugh E. Smith, Inc., Leadville, Colorado ("Smith"), through

[2] Voting for this action: Chairman Burns and Governors Daane, Brimmer, Sheehan, Bucher and Holland. Absent and not voting: Governor Mitchell.

[1] By Order of this date, the Board has approved First Finance Company's application to become a bank holding company, pursuant to section 3(a)(1) of the Bank Holding Company Act, through the indirect acquisition of Commercial Bank of Leadville, Leadville, Colorado.

[2] By Order of this date, the Board approved Applicant's indirect acquisition of Hugh E. Smith, Inc., Teadville, Colorado, a general insurance agency.

[3] Voting for this action: Chairman Burns and Governors Daane, Brimmer, Sheehan, Bucher and Holland. Absent and not voting: Governor Mitchell.

the acquisition of Mid-Continent Corporation, a bank holding company which presently owns Smith.

Notice of receipt of these applications, affording opportunity for interested persons to submit comments and views, has been given in accordance with sections 3 and 4 of the Act. The time for filing comments and views has expired, and the Board has considered the applications and all comments received in the light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)), and the considerations specified in section 4(c)(8) of the Act (12 U.S.C. 1843 (c)(8)).

First Finance is presently a bank holding company by virtue of its ownership of The First National Bank of Golden City, Golden City, Missouri.[1] First Finance is also engaged directly, and through 16 subsidiary companies, in the consumer finance business and the credit insurance business.[2] Bancshares, a wholly-owned subsidiary of First Finance, was formed for the purpose of acquiring Mid-Continent Corporation which presently owns Bank and Smith.

Bank ($8.2 million in deposits)[3] is the only bank in Leadville, a community of approximately 4,300 people. The nearest competing bank is located approximately 30 miles from Bank. Since the proposed transactions involve a corporate reorganization by the principal shareholders of First Finance, Bancshares and Mid-Continent Corporation, consummation of the proposal will have no adverse effect on existing or potential competition.

The financial and managerial resources and future prospects of Applicants, First Finance's existing nonbanking subsidiaries, Bank, and Smith are consistent with approval of these applications. Although Bancshares will incur significant debt in relation to its net worth, several considerations diminish the importance of this factor. It appears that Bancshares should be able to service its debt, independent of First Finance, from income derived from Bank and from Smith's insurance business. It also appears that Bancshares should be able to retire such acquisition debt within 10 years without significant danger to the condition of Bank. Considerations relating to the convenience and needs of the community to be served are consistent with approval of the acquisition of Bank. It is the Board's judgment that consummation of the transaction would be in the public interest and that applications to acquire Bank should be approved.

Smith is a general insurance agency located on the premises of Bank. The operation by a bank holding company of a general insurance agency in a community of less than 5,000 people is an activity that the Board has previously determined by regulation to be closely related to banking (12 CFR 225.4(a)(9)(iii)(a)).

There is no evidence in the record indicating that consummation of the proposal would result in any undue concentration of resources, unfair competition, conflicts of interests, unsound banking practices, or other adverse effects upon the public interest. Based upon the foregoing and other considerations reflected in the record, the Board has determined that the balance of the public interest factors that the Board is required to consider regarding the acquisition of Smith under section 4(c)(8) is favorable and that the applications should be approved.

On the basis of the record, the applications to acquire Bank and Smith are approved for the reasons summarized above. The acquisition of Bank shall not be consummated (a) before the thirtieth calendar day following the effective date of this order or (b) later than three months after the effective date of this order, unless such period is extended for good cause by the Board, or by the Federal Reserve Bank of Kansas City pursuant to delegated authority. The acquisition of Smith shall not be consummated later than three months after the effective date of this Order, unless such period is extended by the Board, or by the Federal Reserve Bank of Kansas City pursuant to delegated authority granted herewith. The determination as to Smith's activities is subject to the Board's authority to require reports by, and make examinations of, holding companies and their subsidiaries and to require such modification or termination of the activities of a holding company or any of its subsidiaries as the Board finds necessary to assure compliance with the provisions and purposes of the Act and the Board's regulations and orders issued thereunder, or to prevent evasion thereof.

By order of the Board of Governors,[4] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15525 Filed 7-27-73;8:45 am]

[1] First Finance would, upon approval of the instant applications, divest all of its shares of The First National Bank of Golden City prior to its acquisition of Bank. By separate Order of this date, the Board has determined, under section 2(g)(3) of the Bank Holding Company Act, as amended (12 U.S.C. 1841(g)(3)), that the divestiture of The First National Bank of Golden City by First Finance would be a valid divestiture of that bank, and therefore, First Finance would cease to be a bank holding company with respect to The First National Bank of Golden City prior to consummation of the proposal herein.

[2] By separate Order of this date, the Board has approved First Finance's section 4(c)(8) applications to continue to engage directly, and indirectly through subsidiaries, in consumer finance and credit insurance activities.

[3] Banking data are as of June 30, 1972.

[4] Voting for this action: Chairman Burns and Governors Daane, Brimmer, Sheehan, Bucher and Holland. Absent and not voting: Governor Mitchell.

FIRST NEW MEXICO BANKSHARE CORP.

Order Approving Acquisition of Bank

First New Mexico Bankshare Corporation, Albuquerque, New Mexico, a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire 80 percent or more of the voting shares of the Clovis National Bank, Clovis, New Mexico ("Bank").

Notice of the application, affording opportunity for interested persons to submit comments and views has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired, and the Board has considered the application and all comments received in light of the factors set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

Applicant is the largest banking organization in New Mexico with aggregate deposits of $501.7 million, representing 22.8 percent of the total commercial bank deposits in the State. (All banking data are as of December 31, 1972.) It presently controls six banks, including Albuquerque National Bank (deposits $398.9 million), its lead bank and the largest bank in the State. The acquisition of Bank (deposits of $40.1 million) would increase Applicant's control over commercial bank deposits in New Mexico to 24.6 percent.

Bank is the largest of three banks in Curry County (the relevant banking market) and controls 43.4 percent of total market deposits therein. Bank is only slightly larger than the second ranking bank, Citizens Bank of Clovis (deposits of $39.8 million). The smallest bank in the market, The First National Bank of Clovis, is under purchase contract to be an affiliate of another bank holding company. Applicant is not presently represented in this banking market, and its closest subsidiary to Bank is 110 miles distant.

In its consideration of this matter, the Board has taken into account the comments of the United States Department of Justice, which concluded that the proposal would have a significantly adverse effect on competition in Clovis and in New Mexico as a whole. This recommendation was due to the Department's view that Applicant, as one of three significant potential entrants into Clovis, should be required to enter this market de novo or through a less anticompetitive foothold acquisition. The Department was also of the view that the proposed transaction would adversely affect the future development of a more competitive banking structure in New Mexico.

In answer to the Department's contention, Aplicant stated that it was unable to form a new bank in Clovis due to the economic problems facing this community, and that the smallest bank in Clovis was not available to Applicant as a possible foothold acquisition. Applicant further stated that it was not possible to make a valid comparison between New Mexico banking structure and that in Florida, New York, Alabama or Texas, since such pertinent factors as New Mexico's low per capita income, lack of an industrial base, and its population density figures preclude any such comparison. Finally, Applicant stated that

approval of this application would not foreclose the formation of future regional or Statewide bank holding companies, as the second largest Clovis bank remains available for such a holding company as do a substantial number of New Mexico banks of similar size.

The Curry County banking market is the smallest of seven major markets in New Mexico based on total commercial bank deposits of $73.4 million.[1] Clovis (population of 28,000) is the County seat of Curry County. The economy of the area is dependent on three primary employers—Cannon Air Force Base, the Atchison, Topeka, and Santa Fe Railroad, and diverse agricultural employment. The Curry County market appears to be representative of other markets in New Mexico as it is dependent on relatively few industries or services and supported by a low population base.

Given the population density in New Mexico of 8.4 inhabitants per square mile (with Albuquerque being the only metropolitan area in the State having a population of 50,000 or more), the Board views each of the major banking markets in the State as isolated local banking markets. Due to their wide separation, these markets are not susceptible to a more detailed analysis in the form of a single Statewide market. Indeed, the distances separating these markets have created a tendency for the people and banks in those markets to look toward the large banking structures in Arizona, Colorado and Texas for financial assistance, rather than to Albuquerque.

It is against this background that the Board must juxtapose the four multibank holding companies now operating in New Mexico. The second largest bank holding company in the State, Western Bancorporation, has five subsidiary banks, with total deposits of $278.2 million. Although large, Western Bancorporation is not a dominant force in New Mexico. Its five subsidiaries tend to operate independently of one another, and the holding company itself is prevented from further acquisitions in New Mexico due to being headquartered in Los Angeles, California. The third largest bank holding company, Bank Securities, Inc., has eight subsidiary banks with combined total deposits of $189.4 million. Its lead bank, American Bank of Commerce (deposits of $63.0 million) is located in Albuquerque and is the fifth largest bank in the State. Bank Securities, Inc., has lately undergone rapid expansion and has acquired no additional banks in recent months. The fourth and smallest of the bank holding companies in the State is New Mexico Bancorporation, Inc., with only two banks and $81.6 million in deposits. It has announced no plans to expand in the near future. Thus, for some time, First New Mexico Bankshare Corporation is likely to be the only banking organization in the State with the capability of expansion through a Statewide acquisition program.

In a State such as New Mexico, the Board is cognizant of the possibility that a holding company may be seeking to strengthen its position at the expense of a competitor, or unduly raise the barriers to entry into significant banking markets within the State. In the Board's view, these undesirable effects are not likely to occur in this matter. Although banking concentration would be increased somewhat for the State as a whole, the proposed acquisition will enhance a New Mexico bank holding company's ability to compete with other banks in the Southwest region and further its ability to better serve the financial requirements of New Mexico's residents. If Statewide concentration levels of banking resources in New Mexico were the sole criteria upon which the Board were to base its determination herein, it might conceivably be necessary to maintain the status quo of the present banking structure in the State. However, concentration of banking resources is only a proxy for the Board's use in determining the competitive factors in an application. In this case, the Board doubts that it is in the best interests of New Mexico residents to apply a rigid standard of a predetermined concentration ratio. A similar view was expressed previously, when the Board stated:

> Similar changes in banking structure are taking place in the New England States, New Jersey, New York, Virginia, Florida, Missouri and elsewhere. But there is no presumption that the *status quo* in any State represents a competitive ideal; in each case, the Board must base its determination on the effect of the particular proposal before it. Congress has not yet given the Board authority to shape the banking structure of any State or area by initiating changes or by committing itself to a course of action with respect to applications which satisfy some predetermined guidelines or some level of concentration ratios. (56 Federal Reserve Bulletin 539, 541. Emphasis in original.)

Insofar as the local market is concerned, there is a heavy loan demand in the Clovis area, and Bank has had a continuing problem of loan demands exceeding available funds.[2] In an attempt to satisfy the large demand for agricultural loans, Bank has neglected both real estate mortgage lending and consumer financing. Applicant proposes to establish a real estate loan department and a consumer loan department in Bank, and has committed itself to make available $2 million for each department. In addition, Applicant would augment Bank's inadequate capital position by injecting $400,000 of additional equity capital. Finally, Applicant proposes to introduce new data processing services, financial counseling, and modern auditing procedures, and develop Bank's trust business. The greater availability of lendable funds and the proposed bank services lend weight for approval of the application. In addition, the financial and managerial resources of Applicant, its subsidiaries, and Bank appear generally satisfactory and the future prospects of all appear favorable. It is the Board's judgment that the proposed transaction would be in the public interest and that the application should be approved.

On the basis of all relevant facts contained in the record[3] and in light of the factors set forth in section 3(c) of the Act, the application is approved for the reasons summarized above. The transaction shall not be consummated (a) before the thirtieth calendar day following the effective date of this order or (b) later than three months after the effective date of this order unless such period is extended for good cause by the Board or by the Federal Reserve Bank of Kansas City pursuant to delegated authority.

By order of the Board of Governors,[4] effective July 20, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15526 Filed 7-27-73;8:45 am]

[1] A major market is defined in this case as one with over $70 million in deposits. The other major markets include Albuquerque, Sante Fe-Espanola, Hobbs-Lovington, Las Cruces, Roswell, and Artesia-Carlsbad. In addition to the Albuquerque market, Applicant is at present represented in two of the other major markets (Sante Fe-Espanola and Roswell).

[2] The loan-to-deposit ratios of the first, second and third largest Clovis banks are 65, 70 and 84 percent respectively, versus 62 percent for all banks in the State.

[3] Filed as part of the original document. Copies available upon request to the Board of Governors of the Federal Reserve System, Washington, D.C., 20551, or to the Federal Reserve Bank of Kansas City. Dissenting Statement of Governors Brimmer and Holland filed as part of the original document and available upon request.

[4] Voting for this action: Chairman Burns and Governors Mitchell, Daane, Sheehan, and Bucher. Voting against this action: Governors Brimmer and Holland.

IRWIN UNION CORP.

Proposed Acquisition of Irwin Union Credit Insurance Company

Irwin Union Corporation, Columbus, Indiana, has applied, pursuant to section 4(c)(8) of the Bank Holding Company Act (12 U.S.C. 1843(c)(8)) and § 225.4(b)(2) of the Board's Regulation Y, for permission to acquire voting shares of Irwin Union Credit Insurance Company, Phoenix, Arizona. Notice of the application was published on April 20, 1973 in The Republic a newspaper circulated in Columbus, Ohio.

Applicant states that the proposed subsidiary would engage in the activity of underwriting credit life and credit accident and health insurance on extensions of credit by Irwin Union Corporation and its subsidiaries. Such activities have been specified by the Board in § 225.4(a) of Regulation Y as permissible for bank holding companies, subject to Board approval of individual proposals in accordance with the procedures of § 225.4(b).

Interested persons may express their views on the question whether consummation of the proposal can "reasonably be expected to produce benefits to the

public, such as greater convenience, increased competition, or gains in efficiency, that outweigh possible adverse effects, such as undue concentration of resources, decreased or unfair competition, conflicts of interests, or unsound banking practices." Any request for a hearing on this question should be accompanied by a statement summarizing the evidence the person requesting the hearing proposes to submit or to elicit at the hearing and a statement of the reasons why this matter should not be resolved without a hearing.

The application may be inspected at the offices of the Board of Governors or at the Federal Reserve Bank of Chicago.

Any views or requests for hearing should be submitted in writing and received by the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, not later than August 19, 1973.

Board of Governors of the Federal Reserve System, July 23, 1973.

[SEAL] THEODORE E. ALLISON,
Assistant Secretary of the Board.

[FR Doc.73-15527 Filed 7-27-73;8:45 am]

MERCANTILE BANCORPORATION INC.

Acquisition of Bank

Mercantile Bancorporation Inc., St. Louis, Missouri, has applied for the Board's approval under section 3(a)(3) of the Bank Holding Company Act (12 U.S.C. 1842(a)(3)), to acquire 90 percent or more of the voting shares of United Bank of Farmington, Farmington, Missouri. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of St. Louis. Any person wishing to comment on the application should submit his views in writing to the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, to be received not later than August 19, 1973.

Board of Governors of the Federal Reserve System, July 23, 1973.

[SEAL] THEODORE E. ALLISON,
Assistant Secretary of the Board.

[FR Doc.73-15528 Filed 7-29-73;8:45 am]

PAN AMERICAN BANCSHARES, INC.

Order Approving Acquisition of Volusia County National Bank at Ormond Beach, Ormond Beach, Florida

Pan American Bancshares, Inc., Miami, Florida, a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire at least 80 percent of the voting shares of Volusia County National Bank at Ormond Beach, Ormond Beach, Florida.

Notice of the application, affording opportunity for interested persons to submit comments and views, has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired and none have been received.

Applicant controls ten banks with aggregate deposits of approximately $388 million.[1] Concurrently with this application, it is making application to acquire at least 80 percent of the voting shares of First National Bank of DeBary, DeBary, Florida. Approval of the proposed acquisitions would not result in any significant increase in the concentration of banking resources in Florida.

Bank is located in the Daytona Beach Banking Market which is defined as the eastern portion of Volusia County. Volusia County, in east central Florida, has two geographically separated commercial areas—the inland agricultural area centering on Deland and the coastal area centering on Daytona Beach. In this case, the Daytona Beach Banking Market is approximated by Daytona Beach, South Daytona, Daytona Beach Shores, Holly Hill and Ormond Beach. There are seven banking organizations in the area, with eleven banks controlling $229.6 million in total deposits. Bank, with $8.7 million[2] in deposits, is the second smallest bank in this banking market.

There is no present competition between any of Applicant's existing banking subsidiaries and Bank. Applicant's closest existing subsidiary is located approximately forty miles southwest in Orlando. No competition exists between Bank and the First National Bank of DeBary, which Applicant is also seeking to acquire. No significant competition exists between any of Applicant's nonbanking subsidiaries and Bank. No significant potential competition would be foreclosed by consummation of Applicant's proposed acquisition. Applicant states that interlocking directorate relationships between Bank and Ormond Beach First National Bank are being eliminated, and that no such relationships will be created after completion of the proposed acquisition.

The financial and managerial resources of Applicant, its existing subsidiary banks and Bank are consistent with approval.

Considerations relating to the convenience and needs of the community to be served are also consistent with approval. Applicant proposes to assist Bank in offering trust and international banking services to its customers, and affiliation with Applicant will enable Bank to accommodate larger credit requests.

It is this Federal Reserve Bank's judgment that the proposed transaction is in the public interest and that the application should be approved.

On the basis of the record as summarized above, the Federal Reserve Bank of Atlanta approves the application, provided that the transaction shall not be consummated (a) before the thirtieth calendar day following the date of this Order or (b) later than three months after the date of this Order, unless such period is extended for good cause by the Board or by this Federal Reserve Bank pursuant to delegated authority.

By order of the Federal Reserve Bank of Atlanta acting pursuant to delegated authority for the Board of Governors of the Federal Reserve System, effective July 19, 1973.

[SEAL] MONROE KIMBREL,
President.

[FR Doc.73-15529 Filed 7-27-73;8:45 am]

PAN AMERICAN BANCSHARES, INC.

Order Approving Acquisition of First National Bank of DeBary, DeBary, Florida

Pan American Bancshares, Inc., Miami, Florida, a bank holding company within the meaning of the Bank Holding Company Act, has applied for the Board's approval under section 3(a)(3) of the Act (12 U.S.C. 1842(a)(3)) to acquire at least 80 percent of the voting shares of First National Bank of DeBary, DeBary, Florida.

Notice of the application, affording opportunity for interested persons to submit comments and views has been given in accordance with section 3(b) of the Act. The time for filing comments and views has expired and none have been received.

Applicant controls ten banks with aggregate deposits of approximately $388 million.[1] Concurrently with this application, it is making application to acquire at least 80 percent of the voting shares of Volusia County National Bank at Ormond Beach, Ormond Beach, Florida. Approval of the proposed acquisitions would not result in any significant increase in the concentration of banking resources in Florida.

Bank is located in the West Volusia Banking Market which is defined as the western portion of Volusia County. Towns with banks in this market are DeLand, DeBary and Deltona. There are five banking organizations in the market controlling $109.8 million in total deposits. Bank is the smallest with $12.2 million[2] in deposits, or 10.0 percent of market deposits. It is unlikely that approval would enable Applicant to dominate the market.

There is no present competition between any of Applicant's banking subsidiaries and Bank. Applicant's closest existing subsidiary is located approximately thirty miles south in Orlando. No competition exists between Bank and Volusia County National Bank at Ormond Beach. The two banks are located

[1] Banking data are of June 30, 1972, unless otherwise noted.
[2] As of March 28, 1973.

[1] Banking data are of June 30, 1972, unless otherwise noted.
[2] As of March 28, 1973.

in different banking markets with a large stretch of undeveloped land separating the two markets. No significant competition exists between any of Applicant's nonbanking subsidiaries and Bank. No significant potential competition would be foreclosed by consummation of Applicant's proposed acquisition. Applicant states that interlocking directorate relationships between Bank and Ormond Beach First National Bank are being eliminated, and that no such relationships will be created after completion of the proposed acquisition.

The financial and managerial resources of Applicant, its existing subsidiary banks and Bank are consistent with approval.

Considerations relating to the convenience and needs of the community to be served are also consistent with approval. Applicant proposes to assist Bank in offering trust and international banking services to its customers, and in competing for larger commercial loans. It is this Federal Reserve Bank's judgment that the proposed transaction is in the public interest and that the application should be approved.

On the basis of the record as summarized above, the Federal Reserve Bank of Atlanta approves the application, provided that the transaction shall not be consummated (a) before the thirtieth calendar day following the date of this Order or (b) later than three months after the date of this Order, unless such period is extended for good cause by the Board or by this Federal Reserve Bank pursuant to delegated authority.

By order of the Federal Reserve Bank of Atlanta acting pursuant to delegated authority for the Board of Governors of the Federal Reserve System, effective July 19, 1973.

[SEAL] MONROE KIMBREL,
President.

[FR Doc.73-15530 Filed 7-27-73;8:45 am]

PEOPLES NATIONAL CORP.

Formation of Bank Holding Company

Peoples National Corporation, Bay City, Michigan, has applied for the Board's approval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) to become a bank holding company through acquisition of 100 per cent (less directors' qualifying shares) of the voting shares of the successor by merger to Peoples National Bank & Trust Company of Bay City, Bay City, Michigan and the successor by consolidation to The State Savings Bank of West Branch, West Branch, Michigan. The factors that are considered in acting on the application are set forth in section 3(c) of the Act (12 U.S.C. 1842(c)).

The application may be inspected at the office of the Board of Governors or at the Federal Reserve Bank of Chicago. Any person wishing to comment on the application should submit his views in writing to the Reserve Bank to be received not later than August 14, 1973.

Board of Governors of the Federal Reserve System, July 19, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15531 Filed 7-27-73;8:45 am]

SUBURBAN BANCORPORATION

Proposed Acquisition of W. S. Steed Mortgage Co.

Suburban Bancorporation, Hyattsville, Maryland has applied, pursuant to section 4(c)(8) of the Bank Holding Company Act (12 U.S.C. 1843(c)(8)) and § 225.4(b)(2) of the Board's Regulation Y, for permission to acquire voting shares of W. S. Steed Mortgage Company, Wheaton, Maryland. Notice of the application was published on May 24, 1973, in The Springfield Independent, a newspaper circulated in Fairfax County, Virginia; notice was also published on May 24, 1973, in The Prince George's Post, a newspaper circulated in Prince George's County, Maryland; and notice was published on May 26, 1973, in The Record Newspapers, a newspaper circulated in Montgomery County, Maryland.

Applicant states that the proposed subsidiary would engage in the activities mortgage brokerage, mortgage banking, and mortgage servicing. Such activities have been specified by the Board in § 225.4(a) of Regulation Y as permissible for bank holding companies, subject to Board approval of individual proposals in accordance with the procedures of § 225.4(b).

Interested persons may express their views on the question whether consummation of the proposal can "reasonably be expected to produce benefits to the public, such as greater convenience, increased competition, or gains in efficiency, that outweigh possible adverse effects, such as undue concentration of resources, decreased or unfair competition, conflicts of interests, or unsound banking practices." Any request for a hearing on this question should be accompanied by a statement summarizing the evidence the person requesting the hearing proposes to submit or to elicit at the hearing and a statement of the reasons why this matter should not be resolved without a hearing.

The application may be inspected at the offices of the Board of Governors or at the Federal Reserve Bank of Richmond.

Any views or requests for hearing should be submitted in writing and received by the Secretary, Board of Governors of the Federal Reserve System, Washington, D.C. 20551, not later than August 14, 1973.

Board of Governors of the Federal Reserve System, July 19, 1973.

[SEAL] CHESTER B. FELDBERG,
Secretary of the Board.

[FR Doc.73-15532 Filed 7-27-73;8:45 am]

GENERAL SERVICES ADMINISTRATION

[Wildlife Order 108]

U.S. BEEF CATTLE RESEARCH STATION

Transfer of Property

Pursuant to Section 2 of Public Law 537, Eightieth Congress, approved May 19, 1948 (16 U.S.C. 667c), notice is hereby given that:

1. By letter from the General Services Administration, Atlanta, Georgia, Regional Office, dated June 28, 1973, the property, comprising approximately 408 acres of unimproved land, identified as a portion of the U.S. Beef Cattle Research Station, Brooksville, Florida, has been transferred to the State of Florida.

2. The above described property was conveyed for wildlife conservation purposes in accordance with the provisions of Section 1 of said Public Law 537 (16 U.S.C. 667c), as amended, by Public Law 92-432.

Dated July 19, 1973.

LARRY F. ROUSH,
Acting Commissioner, Public Buildings Service.

[FR Doc.73-15518 Filed 7-27-73;8:45 am]

SECURITIES AND EXCHANGE COMMISSION

[File No. 500-1]

COASTAL STATES GAS CORP.

Order Suspending Trading

JULY 24, 1973.

The common stock, $.33⅓ par value; $1.19 cumulative convertible preferred Series A, $.33⅓ par value; and $1.83 cumulative convertible preferred Series B, $.33⅓ par value of Coastal States Gas Corporation being traded on the New York Stock Exchange pursuant to provisions of the Securities Exchange Act of 1934 and all other securities of Coastal States Gas Corporation being traded otherwise than on a national securities exchange; and

It appearing to the Securities and Exchange Commission that the summary suspension of trading in such securities on such exchanges and 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 19(a)(4) and 15(c)(5) of the Securities Exchange Act of 1934, that trading in such securities on the above mentioned exchange and otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period from July 25, 1973 through August 3, 1973.

By the Commission.

[SEAL] RONALD F. HUNT,
Secretary.

[FR Doc.73-15587 Filed 7-27-73;8:45 am]

[70-5334]

CONSOLIDATED NATURAL GAS CO. ET AL.

Notice of Post-Effective Amendment Regarding Open Account Advances by Holding Company to Non-Utility Subsidiary

JULY 24, 1973.

Notice is hereby given, that Consolidated Natural Gas Company, 30 Rockefeller Plaza, New York, New York 10020 ("Consolidated"), a registered holding company, and the other companies named above—all of which are wholly-owned subsidiary companies of Consolidated—have filed a post-effective amendment in this proceeding pursuant to sections 6(a), 6(b), 7, 9(a), 10, 12(b) and 12(f) of the Public Utility Holding Company Act of 1935 ("Act"), and Rules 43, 45 and 50(a)(2) promulgated thereunder. All interested persons are referred to the application-declaration as heretofore amended and as further amended by said post-effective amendment for a complete statement of the subject matter of this proceeding. The post-effective amendment deals with the transaction summarized below.

By Order dated June 8, 1973 in this proceeding the Commission authorized, among other things, a number of intra-system financing transactions among Consolidated and said subsidiary companies. (See Holding Company Act Release No. 17994). Those transactions included a proposed open account advance of $37,600,000 by Consolidated to Consolidated Gas Supply Corporation ("Gas Supply"), of which up to $26,000,000 would be used by Gas Supply to purchase an equal par amount of common stock of CNG Producing Company ("CNG Company") to be applied by the latter toward its estimated capital requirements for 1973. This three-sided transaction, however, was expressly subjected to the proviso that the Commission take favorable action upon another proceeding pending before it (File 70-5317) proposing, among other things, that CNG Company become a subsidiary of Gas Supply. Since the proceeding in File 70-5317 is still pending, applicants-declarants have filed a post-effective amendment to the instant proceeding proposing that a portion of CNG Company's 1973 capital requirements be furnished directly by Consolidated for the purposes hereinafter set forth.

It is stated that in June 1973, CNG Company participated in successful group bids on oil-gas leases offered by the U.S. Department of the Interior in and about the Gulf of Mexico; and that on or before July 19, 1973 CNG Company was required to pay a balance of $15,715,000 due on the June 1973 participation. To enable CNG Company to meet that obligation, Consolidated has made non-interest-bearing emergency advances aggregating $15,715,000 to CNG Company pursuant to Rule 45(b)(3) under the Act. In the post-effective amendment, Consolidated proposes to make non-interest-bearing open account advances to CNG Company in a total amount of $16,315,000. CNG Company will use the proceeds to repay said emergency advances of $15,715,000 and to cover exploration expenditures in Canada (estimated at approximately $600,000) during the balance of 1973. Upon termination of the proceeding in File 70-5317, applicants-declarants will file a further amendment herein with respect to settlement of the proposed open account advances to CNG Company.

It is stated that no State commission and no Federal commission, other than this Commission, has jurisdiction over the transaction proposed in this post-effective amendment; and that fees and expenses incurred in connection therewith are estimated at $250 for services rendered at cost by Consolidated Natural Gas Service Company, Inc.

Notice is further given that any interested person may, not later than August 17, 1973, 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 the amended application-declaration as further amended by said post-effective amendment 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 (air mail if the person being served is located more than 500 miles from the point of mailing) upon the applicants-declarants at the above-stated address, and proof of service (by affidavit or, in case of an attorney-at-law, by certificate) would be filed with the request. At any time after said date, the application-declaration as amended by said post-effective amendment or as it may be further amended, may be granted and permitted to become effective 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, by the Division of Corporate Regulation, pursuant to delegated authority.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15589 Filed 7-27-73;8:45 am]

[File No. 500-1]

FIRST LEISURE CORP.

Order Suspending Trading

JULY 24, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.10 par value and all other securities of First Leisure 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 from July 25, 1973 through August 3, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15584 Filed 7-27-73;8:45 am]

[File No. 500-1]

PELOREX CORP.

Order Suspending Trading

JULY 24, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.10 par value, and all other securities of Pelorex 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 from July 25, 1973 through August 3, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15588 Filed 7-27-73;8:45 am]

[File No. 500-1]

RIDGE BIO-LABORATORIES, INC.

Order Suspending Trading

JULY 24, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.03 par value, and all other securities of Ridge Bio-Laboratories, 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 from 10:45 a.m., e.d.t. July 24, 1973 through midnight, e.d.t. August 2, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15586 Filed 7-27-73;8:45 am]

[File No. 500-1]

TEST CORP.

Order Suspending Trading

JULY 24, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.10 par value, and all other securities of Test 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 from 10:45 a.m., e.d.t., July 24, 1973 through midnight, e.d.t., August 2, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15585 Filed 7-27-73;8:45 am]

[File No. 500-1]

ACCURATE CALCULATOR CORP.

Order Suspending Trading

JULY 23, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.01 par value, and all other securities of Accurate Calculator 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 from the period from July 24, 1973 through August 2, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15544 Filed 7-27-73;8:45 am]

[File No. 500-1]

GENERAL SHELTER CORP.

Order Suspending Trading

JULY 20, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.01 par value, and all other securities of General Shelter 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 from 3:10 p.m. e.d.t. on July 20, 1973 and continuing through July 29, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15545 Filed 7-27-73;8:45 am]

[File No. 500-1]

ORECRAFT, INC.

Order Suspending Trading

JULY 23, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.04 par value, and all other securities of Orecraft, 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 from July 24, 1973 through August 2, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15546 Filed 7-27-73;8:45 am]

[File No. 500-1]

PROGRAMMING SCIENCES CORP.

Order Suspending Trading

JULY 20, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock and all other securities of Programming Sciences 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 from 3:10 p.m. e.d.t. on July 20, 1973 and continuing through July 29, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15547 Filed 7-27-73;8:45 am]

[File No. 500-1]

TEXTURED PRODUCTS, INC.

Order Suspending Trading

JULY 23, 1973.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, $.10 par value and all other securities of Textured Products, 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 from July 24, 1973 through August 2, 1973.

By the Commission.

[SEAL] RONALD F. HUNT, *Secretary.*

[FR Doc.73-15548 Filed 7-27-73;8:45 am]

SMALL BUSINESS ADMINISTRATION

[Delegation of Authority No. 30, Region VIII; Amdt. No. 3]

PROGRAM ACTIVITIES IN REGION VIII

Delegation of Authority

Delegation of Authority No. 30, Region VIII, (37 FR 17620), as amended (38 FR 2358) and (38 FR 6321) is hereby further amended by revising Part I, Sections A 1 and 2, Section B 1, 2, 3, 4, 5 and 6 and Part IV, Section A 1(a), Section B 2(h) and Section C.

PART I—FINANCING PROGRAM

SECTION A. *Loan Approval Authority.*

1. Small Business Act Section 7(a) loans. To approve or decline business loans not exceeding the following amounts (SBA share):

(1) Regional Director	$350,000
(2) Chief & Assistant Chief, Regional Financing Division	350,000
(3) Regional Supervisory Loan Officer	50,000
(4) District Director	350,000
(5) Chief, District Financing Division	350,000
(6) Branch Manager	100,000

2. Economic Opportunity (EO) loans. To approve or decline economic opportunity loans not exceeding $50,000 (SBA share).

(1) Regional Director
(2) Chief & Assistant Chief, Regional Financing Division
(3) Regional Supervisory Loan Officer
(4) District Director
(5) Chief, District Financing Division
(6) Branch Manager

* * * * *

SEC. B. *Other Financing Authority.*

1. a. To enter into business, economic opportunity, disaster, displaced business, consumer protection (meat, egg, poultry), coal mine health and safety, and strategic arms limitation economic injury loan participation agreements with banks:

(1) Regional Director
(2) Chief and Assistant Chief, Regional Financing Division
(3) Regional Supervisory Loan Officer
(4) District Director
(5) Chief, District Financing Division
(6) Branch Manager

* * * * *

2. a. To execute loan authorizations for loans approved by higher authority and for loans personally approved under delegated authority:

(1) Regional Director
(2) Chief and Assistant Chief, Regional Financing Division
(3) Regional Supervisory Loan Officer
(4) District Director
(5) Chief, District Financing Division
(6) Branch Manager

3. To cancel, reinstate, modify and amend authorizations:

a. For all loans, i.e., business, economic opportunity, disaster, displaced business, consumer protection (meat, egg, poultry), coal mine health and safety, and strategic arms limitation economic injury loans:
(1) Regional Director
(2) District Director
(3) Chief and Assistant Chief, Regional Financing Division
(4) Regional Supervisory Loan Officer
(5) Chief, District Financing Division
(6) Branch Manager

b. For fully undisbursed or partially disbursed business, economic opportunity disaster, displaced business, consumer protection (meat, egg, poultry), occupational safety and health, coal mine health and safety loans, and strategic arms limitation economic injury loans:
(1) District Director
(2) Chief and Assistant Chief, Regional Financing Division
(3) Regional Supervisory Loan Officer
(4) Chief, District Financing Division
(5) Branch Manager

* * * * *

4. To approve minor modifications in fully undisbursed loan authorizations:
(1) Loan Officer, Regional Financing Division
(2) Loan Officer, District Financing Division
(3) Loan Officer, Branch Office

5. a. To extend the disbursement period on all loan authorizations:
(1) Regional Director
(2) District Director
(3) Chief and Assistant Chief, Regional Financing Division
(4) Regional Supervisory Loan Officer
(5) Loan Officer, Regional Financing Division
(6) Chief, District Financing Division
(7) Branch Manager

b. To extend the disbursement period on all loan authorizations on loans fully undisbursed:
(1) Regional Director
(2) District Director
(3) Chief and Assistant Chief, Regional Financing Division
(4) Regional Supervisory Loan Officer
(5) Loan Officer, Regional Financing Division
(6) Chief, District Financing Division
(7) Branch Manager

6. To approve service charges by participating banks not to exceed 2 percent per annum on the outstanding principal balance of construction loans and loans involving accounts receivable and inventory financing:
(1) Regional Director
(2) Chief and Assistant Chief, Regional Financing Division
(3) Regional Supervisory Loan Officer
(4) District Director
(5) Chief, District Financing Division
(6) Branch Manager

* * * * *

PART IV—LOAN ADMINISTRATION (LA) PROGRAM

SECTION A. Loan Administration, servicing, collection, and liquidation authority.

* * * * *

1. a. Except: To compromise or sell any primary obligation or other evidence of indebtedness owed to the Agency for a sum less than the total amount due thereon; and to deny liability of the Small Business Administration under the terms of a participation or guaranty agreement, or the assertion of a claim for recovery from a participating bank under any alleged violation of a participation or guaranty agreement:
(1) Regional Director
(2) Chief and Assistant Chief, Regional LA Division
(3) District Director
(4) Branch Manager

SEC. B. Loan Administration, servicing, and collection authority.

1. * * *

a. Except: To compromise or sell any primary obligation or other evidence of indebtedness owed to the Agency for a sum less than the total amount due thereon; and to deny liability of the Small Business Administration under the terms of a participation or guaranty agreement, or the assertion of a claim for recovery from a participating bank under any alleged violation of a participation or guaranty agreement; to authorize the liquidation of a loan; and the cancellation of authority to liquidate.
(1) None

2. To approve the following actions:

* * * * *

h. Release of equipment with or without consideration where the value of equipment being released does not exceed $500.
(1) Concerning all current direct and participation loans and First Mortgage Plan 502 loans:
(1) Loan Officer, Regional LA Division
(2) Loan Officer, District LA Division
(3) Loan Officer, Branch Office
(2) Concerning all direct and participation loans:
(1) None

SEC. C. *Lease Guarantee Administration and Servicing Authority.*

1. a. To service claims arising under all lease insurance policies issued in the region, approving the payment, or recommending denial of such claims:
(1) Regional Director
(2) Chief and Assistant Chief, Regional LA Division
(3) Regional Supervisory Loan Officer
(4) District Director
(5) Chief, District LA Division
(6) Branch Manager

b. To service claims arising under all lease insurance policies issued in the district, approving the payment, or recommending denial of such claims:
(1) District Director
(2) Chief, District LA Division
(3) Branch Manager

c. To service claims arising under all lease insurance policies issued in the branch office area, approving the payment or recommending denial of such claims:
(1) Branch Manager

2. To take all actions necessary to mitigate losses from lease guarantees:
(1) Regional Director
(2) Chief and Assistant Chief, Regional LA Division
(3) Supervisory Loan Officer, Regional LA Division
(4) District Director
(5) Chief, District LA Division
(6) Branch Manager

* * * * *

Effective Date: July 2, 1973.

ROBERT G. SHERWOOD,
Regional Director, Region VIII.

[FR Doc.73-15535 Filed 7-27-73;8:45 am]

TARIFF COMMISSION

[337-L-65]

CERTAIN ELECTRONIC AUDIO AND RELATED EQUIPMENT

Notice of Complaint Received

The United States Tariff Commission hereby gives notice of the receipt on July 10, 1973, of a complaint under section 337 of the Tariff Act of 1930 (19 U.S.C. 1337, filed by District Sound, Inc., Washington, D.C. alleging unfair methods of competition and unfair acts in the importation and sale of certain electronic audio and related equipment, which unfair acts have the effect or tendency to restrain or monopolize trade and commerce in the United States. The specific unfair acts are alleged to be (1) a refusal to deal with complainant, thereby effectuating illegal territorial restraints on the resale of goods, and (2) illegally maintaining a fair trade pricing program in a non-fair trade jurisdiction. The complaint names JVC Amerca, Inc., 50-35 56th Road, Maspeth, New York, as engaging in the unfair acts.

In accordance with the provisions of § 203.3 of its Rules of Practice and Procedure (19 CFR 203.3), the Commission has initiated a preliminary inquiry into the issues raised in the complaint for the purpose of determining whether there is good and sufficient reason for a full investigation, and if so whether the Commission should recommend to the President the issuance of a temporay exclusion from entry under section 337(f) of the Tariff Act.

A copy of the complaint is available for public inspection at the Office of the Secretary, United States Tariff Commission, 8th and E Streets, NW., Washington, D.C., and at the New York City office of the Tariff Commission located in Room 437 of the Customhouse.

Information submitted by interested persons which is pertinent to the aforementioned preliminary inquiry will be considered by the Commission if it is received not later than September 7, 1973. Extensions of time for submitting information will not be granted unless good and sufficient cause is shown thereon. Such information should be sent to the Secretary, United States Tariff Commission, 8th and E Streets, NW., Washington, D.C. 20436. A signed original and nineteen (19) true copies of each document must be filed.

Issued: July 25, 1973.

By order of the Commission.

[SEAL] KENNETH R. MASON, *Secretary.*

[FR Doc.73-15492 Filed 7-27-73;8:45 am]

INTERSTATE COMMERCE COMMISSION

[Ex Parte No. MC-43]

LEASE AND INTERCHANGE OF VEHICLES BY MOTOR CARRIERS

At a session of the Interstate Commerce Commission, Motor Carrier Leasing Board, held at its office in Washington, D.C. on the 17th day of July, 1973.

It appearing, That a petition has been filed by Willis Shaw Frozen Express, Inc. (MC-117119 and numerous subs), Ida-Cal Freight Lines, Inc. (MC-118318 and various subs), and Shippers Imperial, Inc. (MC-99745 and various subs), under common control for waiver of paragraphs (a)(3), (b) and (c) of § 1057.4 of the Lease and Interchange of Vehicles Regulations (49 CFR 1057), concerning equipment leased between petitioners;

It further appearing, That petitioners have a jointly administered program applying the same standards of inspection and maintenance to equipment in accordance with the motor carrier safety regulations of the U.S. Department of Transportation;

It further appearing, That although some equipment violations were evident, they were not of such a serious nature as to warrant an adverse recommendation by the U.S. Department of Transportation, but that if adverse findings were subsequently disclosed, the U.S. Department of Transportation would not hesitate to withdraw its favorable recommendation;

It further appearing, That because petitioners are commonly controlled it is not unreasonable to have a single agent represent each party to execute equipment receipts and in view of the fact that no such requirement exists with respect to interchange of equipment;

It is ordered, That waiver of paragraphs (a)(3) and (c) of § 1057.4, be, and it is hereby granted, provided that the equipment is inspected on the day it is to be leased and found to meet the requirements of safety regulations of the U.S. Department of Transportation and that petitioners remain in satisfactory compliance with those regulations and under common control;

It is further ordered, That in view of the common ownership of the petitioners a single agent may act on the behalf of both the lessee and the equipment owner in giving and taking the receipts for equipment required by paragraph (b) of § 1057.4.

By the Commission, Motor Carrier Leasing Board.

[SEAL] ROBERT L. OSWALD, *Secretary.*

[FR Doc.73-15578 Filed 7-27-73;8:45 am]

FOURTH SECTION APPLICATION FOR RELIEF

JULY 25, 1973.

An application, as summarized below, has been filed requesting relief from the requirements of section 4 of the Interstate Commerce Act to permit common carriers named or described in the application to maintain higher rates and charges at intermediate points than those sought to be established at more distant points.

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 on or before August 14, 1973.

FSA No. 42719—*Chlorine to Brewton, Alabama.* Filed by M. B. Hart, Jr., Agent, (No. A6332), for interested rail carriers. Rates on chlorine, in tank-car loads, as described in the application, from Brunswick, Georgia, to Brewton, Alabama.

Grounds for relief—Market competition and rate relationship.

Tariff—Supplement 128 to Southern Freight Association, Agent, tariff 820-E, I.C.C. No. S-938. Rates are published to become effective on August 30, 1973.

By the Commission.

[SEAL] ROBERT L. OSWALD, *Secretary.*

[FR Doc.73-15579 Filed 7-27-73;8:45 am]

[Notice No. 307]

ASSIGNMENT OF HEARINGS

JULY 25, 1973.

Cases assigned for hearing, postponement, cancellation or oral argument appear below and will be published only once. This list contains prospective assignments only and does not include cases previously assigned hearing dates. The hearings will be on the issues as presently reflected in the Official Docket of the Commission. An attempt will be made to publish notices of cancellation of hearings as promptly as possible, but interested parties should take appropriate steps to insure that they are notified of cancellation or postponements of hearings in which they are interested. No amendments will be entertained after the date of this publication.

MC 128944 Sub 11, Reliable Truck Lines, Inc., MC 136678, Alabama-Tennessee Express, Inc., continued to August 27, 1973, at the Sheraton Motor Inn, 300-10th St., North Birmingham, Ala.

AB-52 Sub 2, Atchison, Topeka and Santa Fe Railway Company Abandonment From West of Ardmore to Ringling, Also Between Cobalt Junction and Healdton, in Carter and Jefferson Counties, Oklahoma, now assigned August 1, 1973, at Ardmore, Okla., is postponed indefinitely.

AB-3 Sub 2, Missouri Pacific Railroad Company Abandonment Between Eudora, Arkansas, and Delhi, Louisiana, in Chicot County, Arkansas, and West Carroll and Richland Parishes, Louisiana, now assigned August 8, 1973, at Washington, D.C., is postponed indefinitely.

AB 5 Sub 154, George P. Baker, Richard C. Bond, and Jervis Langdon, Jr., Trustees of the Property of Penn Central Transportation Company, Debtor, Abandonment Penn Yan Industrial Track Between Penn Yan and Dresden, in Yates County, New York, now assigned August 7, 1973, at Penn Yan, N.Y., is postponed indefinitely.

AB-72, Sacramento Northern Railway Abandonment Between Sutter and Tarke, in Sutter County, California, now assigned September 27, 1973, at Yuba City, Calif., is postponed indefinitely.

AB-49, Ann Arbor Railroad Company Abandonment Entire Line of Railroad, including all of its car Ferry Routes, North and West of Thompsonville, Mich., in Benzie County, Michigan, and Kewaunee and Manitowoc Counties, Wisconsin, now assigned August 20, 1973, at Traverse City, Mich., is postponed indefinitely.

MC 55889 Sub 40, Cooper Transfer Co., Inc., now assigned August 13, 1973, at Washington, D.C., is postponed to August 14, 1973, at the Offices of the Interstate Commerce Commission, Washington, D.C.

MC-110563 Sub 94, Coldway Food Express, Inc., now being assigned continued Hearing September 25, 1973 (2 days), at Omaha, Nebr., in a hearing room to be later designated.

MC-C-6689, Victor Grothaus, DBA Grothaus Express—Investigation and Revocation of Certificates, now being assigned hearing September 27, 1973, (1 day), at Omaha, Nebr., in a hearing room to be later designated.

MC-114211 Sub 189, Warren Transport, Inc., now being assigned hearing September 28, 1973, (1 Day), at Omaha, Nebr., in a hearing room to be later designated.

MC-F-11735, Graves Truck Line, Inc—Purchase—Diamond Freightways, Inc., now being assigned October 1, 1973 (1 Week), at Omaha, Nebr., in a hearing room to be later designated.

MC-F-11605, Evergreen Stage Line, Inc.—Purchase (Portion)—Greyhound Lines, Inc., application is dismissed.

[SEAL] ROBERT L. OSWALD, *Secretary.*

[FR Doc.73-15576 Filed 7-27-73;8:45 am]

[Notice No. 321]

MOTOR CARRIER BOARD TRANSFER PROCEEDINGS

Synopses of orders entered by the Motor Carrier Board of the Commission pursuant to sections 212(b), 206(a), 211, 312(b), and 410(g) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 1132), appear below:

Each application (except as otherwise specifically noted) filed after March 27, 1972, contains a statement by applicants that there will be no significant effect on the quality of the human environment

resulting from approval of the application. As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings on or before August 20, 1973. 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.

P.D. No. 27427. By order of July 23, 1973, the Motor Carrier Board approved the transfer to Rudy Thomas, Tangier Island, Va., of the certificate in No. W-1229 issued September 20, 1967, to Eulice Thomas, Tangier Island, Va., authorizing operation in interstate or foreign commerce, as a common carrier by water, by self-propelled vessels, in the transportation of passengers, and property, in lots not in excess of 500 tons per voyage, between Tangier Island, Va., Ewell, Tylerton, and Rhodes Point, Md., on the one hand, and, on the other, Ohahcock and Reedville, Va., and Chrisfield, Md. William L. Slover, 1224 17th Street, N.W., Washington, D.C. 20036 Attorney for applicants.

No. MC-FC-74401. By order of July 23, 1973, the Motor Carrier Board approved the transfer to Berta Bros. Transportation, Inc., Canon City, Colo., of the operating rights in Certificates Nos. MC-79737 (Sub-No. 5) and MC-79737 (Sub-No. 14) issued August 24, 1966, and January 23, 1973, respectively, to Earl J. Berta and Joseph E. Berta, a partnership, doing business as Berta Bros. Transportation, Canon City, Colo., authorizing the transportation of numerous specified commodities, including steel building materials, lumber, roofing, cement, plaster, marble, aggregates, ores, lime, ferlite, and soda ash, from and to, or between, defined points in Colorado, Utah, Wyoming, Texas, Oklahoma, Kansas, Nebraska, Arizona, and New Mexico. John P. Thompson, 450 Capitol Life Building, Denver, Colo. 80203 Attorney for applicants.

No. MC-FC-74474. By order of July 19, 1973, the Motor Carrier Board approved the transfer to World Wide Fiesta Tours, a corporation, Salt Lake City, Utah, of Broker License No. MC-12719 authorizing the holder thereof to engage in operations in arranging for the transportation of: Passengers and their baggage, in charter operations, beginning and ending at Provo, Utah, and extending to points in the United States, including Alaska and Hawaii. Harry D. Pugsley, Attorney, 400 El Paso Bldg., Salt Lake City, Utah 84111.

No. MC-FC-74600. By order of July 24, 1973, the Motor Carrier Board approved the transfer to Buford Owens and Jerry C. Owens, A partnership, Doing Business As Owens Bros. Trucking & Lime Co., Bernie, Mo., of Certificate No. MC-125527 issued September 3, 1970, to Berline Matthews, Malden, Missouri, authorizing the transportation of fertilizer, from Walnut Ridge, Ark., to Malden, Mo. Thomas P. Rose, Jefferson Building, P.O. Box 205, Jefferson City, Mo. 65101, Attorney for Applicants.

No. MC-FC-74567. By order entered July 19, 1973, the Motor Carrier Board approved the transfer to Leo Fournier's Transport, Inc., Swanton, Vt., of the operating rights set forth in Permit No. MC-133069 (Sub-No. 1), issued July 24, 1969, to Leo Fournier, doing business as Leo Fournier's Transport, Swanton, Vt., authorizing the transportation of dairy feed ingredients, in bulk, in dump vehicles, from the ports of entry on the United States-Canada Boundary line located at or near Highgate Springs, Vt., and Fort Covington, N.Y., to St. Albans, Vt., and Canton, N.Y., restricted to operations to be performed under a continuing contract, or contracts, with Agway, Inc., of Buffalo, N.Y. Daniel J. Lynch, Merchants Row, Swanton, Vt., attorney for applicants.

No. MC-FC-74579. By order of July 24, 1973, the Motor Carrier Board approved the transfer to Ralph's Transport, Ltd., St. John, New Brunswick, Canada, of the portion of Certificate No. MC-125628 Sub-No. 1, issued June 26, 1970, to S. S. Baird & Sons Limited, Fredericton, New Brunswick, Canada, authorizing the transportation of steel articles, pre-cast concrete beams, joints and tees, from ports of entry on the Boundary line between the United States and Canada at or near Calais, Houlton and Vanceboro, Me., to points in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, and New Jersey. Francis E. Barrett, Jr., 10 Industrial Park Road, Hingham, Massachusetts 02043, Attorney for Applicants.

No. MC-FC-74594. By order of July 24, 1973, the Motor Carrier Board approved the transfer to Richard Lewis Seivert, Doing Business As Dick Seivert's Garage, Sioux Falls, S.D., of the operating rights in Certificate No. MC-124285 issued January 15, 1963 to Bert A. Ulberg, Arthur R. Ulberg and J. A. Vandiver, a Partnership, Doing Business as Ulberg and Vandiver, Souix Falls, S.D., authorizing the transportation of various commodities from and to specified points and areas in Minnesota, Iowa, South Dakota and Nebraska. Robert L. O'Conner, 14 N. Main Ave., Sioux Falls, S.D. 57102. Attorney for applicants.

[SEAL] ROBERT L. OSWALD,
Secretary.

[FR Doc.73-15577 Filed 7-27-73;8:45 am]

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