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FEDERAL REGISTER

VOLUME 27 NUMBER 154

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Presidential Documents

Title 3—THE PRESIDENT

Executive Order 11040

CREATING AN EMERGENCY BOARD TO INVESTIGATE DISPUTE BETWEEN THE BELT RAILWAY COMPANY OF CHICAGO AND CERTAIN OF ITS EMPLOYEES

WHEREAS a dispute exists between The Belt Railway Company of Chicago, a carrier, and certain of its employees represented by the Brotherhood of Locomotive Engineers, a labor organization; and

WHEREAS this dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

WHEREAS this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive a section of the country of essential transportation service:

NOW, THEREFORE, by virtue of the authority vested in me by Section 10 of the Railway Labor Act, as amended (45 U.S.C. 160), I hereby create a board of three members, to be appointed by me, to investigate this dispute. No member of the board shall be pecuniarily or otherwise interested in any organization of railroad employees or any carrier.

The board shall report its findings to the President with respect to this dispute within thirty days from the date of this order.

As provided by Section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the board has made its report to the President, no change, except by agreement, shall be made by The Belt Railway Company of Chicago, or by its employees, in the conditions out of which this dispute arose.

JOHN F. KENNEDY

THE WHITE HOUSE,
August 6, 1962.

[F.R. Doc. 62-8013; Filed, Aug. 7, 1962; 3:50 p.m.]

Executive Order 11041

CONTINUANCE AND ADMINISTRATION OF THE PEACE CORPS IN THE DEPARTMENT OF STATE

By virtue of the authority vested in me by the Peace Corps Act (75 Stat. 612), and as President of the United States, it is hereby ordered as follows:

PART I—DELEGATION OF FUNCTIONS AND ALLOCATION OF FUNDS

SECTION 101. *Delegation of functions to the Secretary of State.* (a) Exclusive of the functions otherwise delegated or reserved to the President by this order, and subject to the provisions of this order, there are hereby delegated to the Secretary of State all functions conferred upon the President by the Act.

(b) The function of determining the portion of living allowances constituting basic compensation, conferred upon the President by Section 912(3)(D) of the Internal Revenue Code of 1954, is hereby delegated to the Secretary of State and shall be performed in consultation with the Secretary of the Treasury.

(c) The functions of prescribing conditions, conferred upon the President by the second sentence of Section 5(e) and the concluding phrase of Section 6(3) of the Act and hereinabove delegated to the Secretary of State, shall be exercised in consultation with the head of the United States Government agency responsible for the facility.

SEC. 102. *Continuance of the Peace Corps.* (a) The Secretary of State shall take such action as may be appropriate to continue in existence under the Act the Peace Corps established as an agency in the Department of State pursuant to Executive Order No. 10924 of March 1, 1961 (26 F.R. 1789).

(b) The Peace Corps shall be headed by the Director for whom provision is made in Section 4(a) of the Act. The Deputy Director, for whom provision is made in Section 4(a) of the Act, shall also serve in the Peace Corps.

SEC. 103. *Allocation and transfer of funds.* All funds appropriated or otherwise made available to the President for carrying out the provisions of the Act shall be deemed to be allocated without any further action of the President to the Secretary of State or to such subordinate officer as he may designate. The Secretary of State or such officer may allocate or transfer, as appropriate, any of such funds to any United States Government agency or part thereof for obligation or expenditure thereby consistent with applicable law.

SEC. 104. *Delegation of functions to the Civil Service Commission.* There is hereby delegated to the Chairman of the Civil Service Commission, with respect to the laws administered by the Commission, the function conferred upon the President by that portion of Section 5(f)(1)(B) of the Act which reads "except as otherwise determined by the President".

PART II—RESERVED FUNCTIONS

SEC. 201. *Reservation of functions to the President.* There are hereby excluded from the delegations made by Part I of this order the following-described functions of the President:

(a) All authority conferred upon him by Sections 4(b), 4(c)(2), 4(c)(3), 10(d), 11, 16(b), and 18 of the Act.

(b) The authority conferred upon him by Section 4(a) of the Act to appoint the Director and the Deputy Director of the Peace Corps.

(c) The authority conferred upon him by that portion of Section 5(f)(1)(B) of the Act which reads "except as otherwise determined by the President" except as otherwise provided in Section 104 of this order and except to the extent that such authority is in respect of the Foreign Service Act of 1946.

(d) The authority conferred upon him by Section 10(f) of the Act to direct any agency of the United States Government as provided in that section.

(e) The authority conferred upon him by Section 12 of the Act to appoint persons to membership in the Peace Corps National Advisory Council and to determine the length of service of the members of that Council.

(f) The authority conferred upon him by Section 19 of the Act to adopt and alter an official seal or emblem of the Peace Corps.

(g) The authority conferred upon him by the first sentence of Section 22 of the Act to establish standards and procedures to the extent not inconsistent with the proviso of Section 303 of this order.

PART III—INCIDENTAL PROVISIONS

SEC. 301. *Personnel.* Persons appointed, employed or assigned after May 19, 1959, under Section 527(c) of the Mutual Security Act of 1954 or Section 7(c) of the Act for the purpose of performing functions under such Acts outside the United States shall not, unless otherwise agreed by the agency in which such benefits may be exercised, be entitled to the benefits provided by Section 528 of the Foreign Service Act of 1946 in cases in which their service under the appointment, employment or assignment exceeds thirty months.

SEC. 302. *Determination.* Pursuant to Section 10(d) of the Act, it is hereby determined to be in furtherance of the purposes of the Act that functions authorized thereby may be performed without regard to the applicable laws specified in Sections 1 and 2 and with or without consideration as specified in Section 3 of Executive Order No. 10784 of October 1, 1958 (23 F.R. 7691) but, except as may be inappropriate, subject to limitations set forth in that order.

SEC. 303. *Security requirements.* (a) Pursuant to Section 22 of the Act, Executive Order No. 10450 of April 27, 1953 (18 F.R. 2489) is hereby established as the standards and procedures for the employment or assignment to duties of persons under the Act: *Provided*, That the Secretary of State may establish such additional standards and procedures with respect to the employment or assignment to duties of volunteers as he may deem necessary to accomplish the purposes of the Act.

(b) Nothing in Section 303(a) hereof or in Executive Order No. 10450 or in any other Executive order heretofore issued shall affect the exercise of the authority conferred upon the President by Section 5(i) of the Act.

SEC. 304. *Definitions.* (a) As used in this order the words "the Peace Corps Act" and the words "the Act" mean Title I of "An Act to provide for a Peace Corps to help the peoples of interested countries and areas in meeting their needs for skilled manpower" (Public Law 87-293, approved September 22, 1961; 75 Stat. 612 et seq.).

(b) As used in this order, the words "volunteers," "function," "United States," and "United States Government agency" shall have the same meanings, respectively, as they have under the Act.

SEC. 305. *References to orders and acts.* Except as may for any reason be inappropriate:

(a) References in this order to (1) "the Peace Corps Act" or "the Act", (2) any other Act, or (3) any provision thereof shall be deemed to include references thereto, respectively, as amended from time to time.

(b) References in this order, or in any other Executive order, to this order or to any provision thereof shall be deemed to include references thereto, respectively, as amended from time to time.

(c) References in this order to any prior Executive order not superseded by this order shall be deemed to include references thereto as amended from time to time.

SEC. 306. *Superseded order.* Executive Order No. 10924 of March 1, 1961 (26 F.R. 1789) is hereby superseded.

SEC. 307. *Saving provisions.* Except to the extent that they may be inconsistent with this order, all determinations, authorizations, regulations, rulings, certificates, orders, directives, contracts, agreements, and other actions made, issued or entered into with respect to any function affected by this order and not revoked, superseded, or otherwise made inapplicable before the date of this order shall continue in full force and effect until amended, modified, or terminated by appropriate authority.

JOHN F. KENNEDY

THE WHITE HOUSE,
August 6, 1962.

[F.R. Doc. 62-8022; Filed, Aug. 7, 1962; 4:58 p.m.]

Rules and Regulations

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 6—EXCEPTIONS FROM THE COMPETITIVE SERVICE

General Services Administration

Effective upon publication in the FEDERAL REGISTER, subparagraphs (7), (11), (12) and (16) of paragraph (a) of § 6.333 are amended as set out below.

§ 6.333 General Services Administration.

(a) *Office of the Administrator.* * * *

(7) The Assistant Administrator.

* * * * *

(11) Two Confidential Assistants to the Assistant Administrator.

(12) Two Assistants to the Assistant Administrator.

* * * * *

(16) One Assistant to the Assistant Administrator.

(R.S. 1753, sec. 2, 22 Stat. 403, as amended; 5 U.S.C. 631, 633)

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

[F.R. Doc. 62-7954; Filed, Aug. 8, 1962; 8:54 a.m.]

Title 7—AGRICULTURE

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

SUBCHAPTER B—SUGAR REQUIREMENTS AND QUOTAS

[Sugar Reg. 817, Amdt.]

PART 817—REQUIREMENTS RELATING TO BRINGING OR IMPORTING SUGAR OR LIQUID SUGAR INTO CONTINENTAL UNITED STATES

Miscellaneous Amendments

Basis and purpose and bases and considerations. The purpose of this amendment is to modify the regulations of the Department which set forth the procedures governing the importation of sugar and liquid sugar into the continental United States, in order to implement the Sugar Act of 1948, as amended by Public Laws 87-535 and 87-539 (hereinafter referred to as the "Act"), and is issued pursuant thereto.

Section 213 of the Act provides for the payment of a fee as a condition for importing sugar within the quotas established for individual foreign countries, other than the Republic of the Philippines, and for sugar imported within the quantity established for foreign countries as a group pursuant to section 202(c)(4) of the Act. In an amendment to this regulation issued July 16, effective July 18, 1962, provision was made that sugar imported from foreign countries could not be authorized for release from Customs control until initial payment of the applicable fee as established in Part 811 of this subchapter had been made. Authorizations for release could not be issued more than five days prior to scheduled shipment of the sugar. Accordingly, importers could be assured of the availability of quota to cover sugar which they acquired for importation no more than five days prior to the scheduled date of shipment of such sugar from the country of origin.

To make it possible for importers to acquire or gain control of sugar and arrange for its shipment with assurance of the terms of importation and of entry into the United States, it is desirable to permit importers to reserve quota and fix the amount of fee applicable to specified quantities of sugar under their control for a period in advance of the contemplated shipping date longer than the five-day period currently provided. Accordingly, this amendment provides that as much as 110 days in advance of scheduled shipment, or 155 days in advance of scheduled arrival of a specific quantity of sugar, an application may be made by an importer for the set aside of an equivalent quantity of quota and for the fixing of the rate of fee applicable to such quantity, provided that the importer has such specific quantity of sugar under his sole control and that he deposits an acceptable irrevocable letter of credit assuring payment of the total amount of fee applicable to such quantity.

In addition, this amendment makes other technical changes in the regulation which are necessary to effectively implement the provision for applications for set aside of quota and the fixing of fees as heretofore discussed.

This amendment also eliminates the provision of the regulation relating to credits to quotas upon exportation of sugar and prohibits the shipment to the Virgin Islands of any sugar of foreign origin which was previously imported into the continental United States quota-exempt for reexport.

In order to assure adequate supplies of sugar on a continuing basis it is necessary that this amendment be made effective at the earliest possible date. Therefore, it is hereby found and determined that compliance with the notice, procedure and effective date requirements of the Administrative Procedures Act is unnecessary, impracticable and contrary to the public interest and this amendment shall become effective when filed for public inspection in the Office of the Federal Register.

Pursuant to the provisions of section 403 of the Sugar Act of 1948, as amended (61 Stat. 922, as amended), paragraph (k) of § 817.2, paragraphs (a), (b), (e), (f) and (g) of § 817.4, paragraphs (b), (d), (e) and (f) of § 817.6, subparagraphs (1) and (2) of paragraph (c) of § 817.7, subparagraph (1) of paragraph (b) of § 817.8, subparagraph (2) of paragraph (c) of § 817.9, subparagraph (1) (ii) of paragraph (d) of § 817.9 and § 817.10 and § 817.11 are hereby amended to read as follows and § 817.12 is hereby rescinded.

1. Paragraph (k) of § 817.2 is amended to read:

§ 817.2 Definitions.

* * * * *

(k) The term "quota" means any quota, direct-consumption limitation within a quota, proration or allotment of either a quota or direct-consumption limitation, or any quantity authorized for purchase and importation from foreign countries established by the Secretary in Part 811 of this subchapter pursuant to the Act.

2. Paragraphs (a), (b), (e), (f) and (g) of § 817.4 are amended to read:

§ 817.4 Applications by importer.

(a) A separate application for specific authorization by the Secretary pursuant to § 817.6 for release of sugar by a Collector must be submitted as provided in this section on appropriate copies of Form SU-3 entitled "Sugar Quota Clearance Record" not more than 10 days prior to the departure date stated thereon, showing the following information regarding the sugar or liquid sugar to be delivered to a single refinery or importer from each cargo:

(1) Port and date of arrival. If the port is not known when the application is submitted, this information must be supplied before a Collector will be authorized to release the sugar or liquid sugar.

(2) Name of the vessel or other specific identification of the carrier.

(3) Name of the producing area, the port of lading and the date the carrier is expected to depart from such port. If from Puerto Rico, or any area when the applicable quota or portion thereof is allotted, name of the processor of the sugar from sugarcane, and for direct-consumption sugar, the name of the refiner, if a person other than the processor.

(4) Name and address of the person to whom delivery is to be made from the importing carrier. If not known when an application is submitted to the Sugar Division, this information must be supplied before a Collector will be authorized to release the sugar or liquid sugar.

(5) Separate quantities in pounds if crystalline, or in gallons if liquid, to be imported as shown on the application: (i) In bags identified by a separate mark; (ii) for further processing; (iii) for direct-consumption; (iv) subject to a separate quota or allotment; and (v) for a purpose other than to fill a current

quota. For sugar or liquid sugar not subject to allotments established pursuant to section 205(a) of the Act, the designation of separate quantities within the total to be imported which are identified by separate marks shall be shown on the report required pursuant to paragraph (g) of this section, if such information cannot be shown at the time the application is submitted.

(6) Name, address and authorized signature of the applicant.

(b) Any application made pursuant to paragraph (a) of this section constitutes a representation by the applicant that at the time the application is made:

(1) He has control of the quantity of sugar or liquid sugar which is subject to shipment as specified;

(2) Firm commitment has been made by the shipping company for shipment as described on the application; and

(3) The date of departure of the vessel or carrier stated on the application is (i) the date specified to the applicant or shipper by the Master, Owner or Agent of such vessel or carrier as the expected departure date, or (ii) the date the shipper expects the vessel to depart based on the date the vessel or carrier will be available for loading as specified by the Master, Owner or Agent of such vessel or carrier plus the normally required loading time.

* * * * *

(e) Application may be made to the Sugar Division for the set-aside of quota for the importation of a specific quantity of sugar prior to the time when application is made for authorization for release of such sugar in accordance with paragraph (a) of this section if the applicant desires to fix the import fee at the rate in effect at the time of the application for such set-aside and desires to assure himself that the specified quantity of sugar will be authorized for release as required by § 817.5 within a quota established under Part 811 of this subchapter for foreign countries other than the Republic of the Philippines. Applications for set-aside submitted pursuant to this paragraph may be approved by the Secretary, except as limited by any time periods specified in Part 811 of this subchapter, not more than 110 days before scheduled sailing and not more than 155 days prior to the scheduled arrival in the continental United States of the quantity of sugar covered by the application. With each application submitted for approval pursuant to this paragraph the applicant must represent that he has arranged for and within three business days after the date he executes the application (date of signature) will deposit with the Agricultural Stabilization and Conservation Service an irrevocable letter of credit acceptable to such Service from a bank in the United States in an amount not less than the amount determined by multiplying the total number of short tons of sugar covered by the application (commercial weight) by 2,100 and multiplying the product thereof by the applicable import fee per pound, raw value, in effect at the time such application for set-aside becomes eligible for approval as provided in § 817.6(b). Approved applications for set-aside will be automatically cancelled if within three business days after the date of execution (date of signature) of such application an acceptable letter of credit has not been received by the Agricultural Stabilization and Conservation Service or a wire notice from a United States bank of the issuance of such letter of credit has not been received by the Agricultural Stabilization and Conservation Service. If an application is so cancelled, subsequent applications for set-aside submitted by such applicant will not be approved unless accompanied by an acceptable letter of credit or unless the applicant furnishes evidence satisfactory to the Secretary that the failure to comply with the requirements for the furnishing of an acceptable letter of credit with respect to the cancelled application was not due to fault of the applicant. If all or any part of the specific quantity of sugar for which an application for set-aside has been approved is not imported into the United States within the period ending 15 days after the date of importation stated in the application, the set-aside will be cancelled with respect to the unfilled portion thereof and the letter of credit will be drawn upon in the amount applicable to the quantity of sugar not imported within such period as represented by the difference between the set-aside quantity and the sum of (1) the quantity of sugar imported (commercial weight) and (2) an allowance for normal shipping losses and normal loading variations equal to the smaller of eleven percent of the quantity imported (commercial weight) or five thousand tons: *Provided*, That, if the applicant within such period of time as the Secretary may prescribe furnishes evidence satisfactory to the Secretary that importation within such period was prevented by force majeure, disasters at sea, acts of God, or strikes so extensive and of such duration as to prevent such importation, the Secretary will refund to the applicant the amount collected under the letter of credit or will not draw on the letter of credit; if the applicant desires the Secretary to delay drawing on the letter of credit pending the applicant's submission and the Secretary's consideration of such evidence the applicant must arrange for an extension of the letter of credit satisfactory to the Secretary. The applicant shall be liable for any amount of fee for which the letter of credit is drawn upon as above provided and which is not paid in due course. Applications submitted pursuant to this paragraph shall be made in triplicate in the following form:

I, _____ of
(Name of applicant)
_____
(Street address) (City) (State)
hereby certify that as owner, or as agent or broker for the owner, I have under my sole control _____ short tons (commercial weight) of sugar in _____.
(Name of country)
In accordance with the requirements of Sugar Regulation 817, I will ship before _____ for importation into the continental United States on or before _____,
(Date) (Date)
_____ short tons (commercial weight) within the quota for foreign countries as a group established by Sugar Regulations 811 and _____ short tons (commercial weight) within the quota established for _____ established by such
(Name of country)
regulation. I further certify that I have arranged for and will deposit an irrevocable letter of credit by _____
(Date,* see Note below)
issued by _____ in the amount of $_____ which authorizes the Agricultural Stabilization and Conservation Service to draw upon the letter of credit on the basis of a written statement signed by the Director of the Sugar Division that the amount is due under the terms and conditions of Sugar Regulations 811 and 817.

(Signed) _____
(Date) _____

*NOTE: Date to be shown in the space shall be a date not later than three business days subsequent to the date of signature of the application.

(f) (1) Any application made pursuant to this section for authorization for release pursuant to § 817.5 of sugar to be imported within a quota for foreign countries shall contain the following certification by the applicant, except that the second sentence thereof may be omitted on applications for importation from the Republic of the Philippines pursuant to § 811.4(b) (Sugar Regulation 811), of this subchapter, and the last sentence may be omitted if not applicable:

The applicant certifies that the sugar covered by this application was produced from sugarcane or sugar beets grown in the sugar-producing country, as identified in this application, and that this sugar is to be imported within the quota established in paragraph ____ of § 811.4 of Sugar Regulation 811. The applicant states that the initial payment in the amount of $_____ determined on the basis of the import fee provided in paragraph ____ of § 811.5 of Sugar Regulation 811, is submitted with this application and affirms that this initial payment is made with full knowledge of the provision made in Sugar Regulation 811 for withholding refund of such payment with respect to sugar authorized for release pursuant to this application and not imported. The sugar covered by this application is being imported under application for set-aside number _____ approved _____.

(2) Any application made pursuant to this section for a purpose stated in § 817.8 shall contain the applicant's agreement and certification as follows:

This application is made subject to the conditions of bond on Form SU-17 number _____
(Insert bond number, if already approved)
on which _____
(Insert name of bond principal)
principal, and _____
(Insert name of surety)
of _____
(Address of surety)
is surety, under which all of the sugar authorized on this application to be brought or imported into the continental United States is to be _____
_____
(Insert one of the purposes stated in paragraph (b) of § 817.8)

The applicant certifies that the sugar covered by this application was produced from sugarcane or sugarbeets grown in the sugar-producing country as identified on the application.

(g) (1) Within 30 days after release by the Collector pursuant to § 817.5, of sugar or liquid sugar declared to be for further processing, the results of weights, samples and tests and the name of the person retaining the reserve portion of each sample as provided for in Part 810 of this subchapter shall be reported to the Sugar Division on the applicable copy of the "Sugar Quota Clearance Record", Form SU–3, or a duplicate of such copy, together with information specified in paragraph (a) of this section. The period within which the report required pursuant to this paragraph must be made may be extended for good cause shown with respect to a specified shipment upon request to and approval by the Secretary.

(2) Within 60 days after release by the Collector pursuant to § 817.5 of sugar or liquid sugar declared to be for direct-consumption, the weight of such sugar actually imported into the continental United States and the polarization of such sugar shall be reported to the Sugar Division on the applicable copy of the "Sugar Quota Clearance Record", Form SU–3, or a duplicate of such copy together with the information specified in paragraph (a) of this section. For the purpose of such report, the polarization of such sugar shall be reported as 100 degrees polarization unless the sugar is actually subjected in the continental United States to the applicable sampling, testing and evaluation as provided in §§ 810.6, 810.7 and 810.8 of this subchapter. For the purpose of such report, the weight reported on sugar imported from foreign countries shall be the weight of such sugar determined by the Collector of Customs at the time of unlading or entry of such sugar and on sugar brought into the continental United States from domestic areas shall be the weight of such sugar determined by the importer and the carrier of such sugar for purposes of settlement with the carrier.

3. Paragraphs (b), (d), (e) and (f) of § 817.6 are amended to read:

§ 817.6 Specific authorization for release.

* * * * * *

(b) *Order of eligibility of applications for authorizations for release of sugar and for the set-aside of quantities for future release.* An application of "Sugar Quota Clearance Record", Form SU–3, for authorization to a Collector for the release of sugar which is not being imported under an application for set-aside approved under § 817.4(e) shall become eligible for authorization at 12:01 a.m. on the fifth calendar day prior to the date stated on the application as the date of departure of the shipment of sugar from the area of origin, or at the time of receipt of the application, whichever time occurs later. An application for set-aside submitted pursuant to § 817.4(e) shall become eligible for approval at 12:01 a.m. on the 110th calendar day prior to the date stated on the application as the last date of shipment to the continental United States of the sugar covered by the application, or at the time of receipt of the application, whichever time occurs later. The Secretary shall authorize the release by the Collector of sugar not being imported under an application for set-aside and approve applications for set-aside in the same order as such applications for release or set-aside become eligible for authorization or approval. If an application for the release of sugar and an application for set-aside applicable to the same quota become eligible for authorization and approval at the same time, the application for release of sugar shall have priority. If two or more applications for the release of sugar applicable to the same quota become eligible for authorization at the same time, such applications shall be authorized in the order of the dates of departure stated thereon, earliest first. If two or more such applications state the same dates of departure and the unfilled balance of the quota is less than the total quantity of sugar covered by such applications, the quantity authorized for release under each such application shall be determined by multiplying the quantity covered by each application by the percentage which the unfilled balance of the quota is of the total quantity covered by such applications. Applications for set-aside otherwise becoming eligible at the same time shall be approved in the order of the final date of importation stated thereon, earliest first. If two or more such applications applicable to the same quota state the same final dates of importation and the unfilled balance of such quota is less than the total quantity covered by such applications, the applications shall be approved in the order of the dates of shipment stated thereon, earliest first, and if the dates of importation and shipment stated on such applications are the same, the applications shall be returned unapproved to the applicants.

* * * * *

(d) *Importation for quota-exempt purposes.* Authorization may be issued by the Secretary on applications for release of sugar or liquid sugar in excess of the applicable quota and for the purposes stated in sections 211 and 212 of the Act subject to the limitations specified in those sections and the conditions established in § 817.8.

(e) *Extent of authorizations.* Except as provided in paragraphs (c) and (d) of this section, no authorization shall be issued pursuant to paragraph (a) of this section and no application for set-aside shall be approved as provided in § 817.4(e) when the quantity of sugar or liquid sugar released for consumption in the continental United States, together with the quantity covered by valid authorizations for release or applications for set-aside issued or approved hereunder, equals the applicable quota.

(f) *Denial of authorizations and approval of applications for set-aside.* Authorizations on applications for release of sugar and approval of applications for set-aside may be denied if the applicant has failed to report in the manner and within the time prescribed in this part with respect to shipments previously imported or quantities covered by approved applications for set-aside and shipped to the continental United States.

4. Subparagraphs (1) and (2) of paragraph (c) of § 817.7 are amended to read:

§ 817.7 Applicable quota, quota proration, allocation, quantity and allotment.

* * * * *

(c) *Quantity and time of effect.* (1) Each quantity authorized for release pursuant to § 817.6 and each quantity covered by an application for set-aside approved pursuant to § 817.4(e) shall be effective for filling the applicable quota as established in Part 811 of this subchapter at the time the applicable authorization is issued or application for set-aside is approved. For this purpose the raw value of the authorized quantity shall be estimated by considering the relationship between other authorized quantities for recent shipment subject to the same quota and the raw values thereof determined as provided in Title I of the Act on the basis of weights and tests determined pursuant to Part 810 of this subchapter and such other factors as the Secretary deems applicable.

(2) Upon receipt of and on the basis of the report required pursuant to § 817.4 (g) for raw sugar or direct-consumption sugar covering an application initially given effect pursuant to subparagraph (1) of this paragraph, the quantity effective for filling the applicable quota shall be the quantity of sugar or liquid sugar imported pursuant to the authorization represented by either raw or direct-consumption sugar, determined as prescribed in Part 810 of this subchapter to the extent of its raw value, as defined in Title I of the Act and as finally computed from the weights and tests determined pursuant to Part 810 of this subchapter, except that the raw value of liquid sugar imported from Puerto Rico shall be computed by multiplying the total sugar content thereof by the factor 1.07.

5. Subparagraph (1) of paragraph (b) of § 817.8 is amended to read:

§ 817.8 Authorization for purposes other than to fill current quotas.

* * * * *

(b) Sugar or liquid sugar may be released for importation by or delivery to the principal on a bond accepted pursuant to § 817.9 to fulfill the following purposes:

(1) Exportations as sugar or liquid sugar within the provisions of section 313 of the Tariff Act of 1930, as amended, or direct shipment (otherwise than under the provisions of section 313 of the Tariff Act of 1930, as amended) as sugar or liquid sugar by the importer or refiner to a territory or possession of the United States, excluding the Virgin Islands. (Sugar shipped to Hawaii or Puerto Rico is subject to the provisions of section 211(c) of the Act and the applicable provisions of regulations of the Secretary establishing (i) sugar requirements and quotas for Hawaii and Puerto Rico, (ii) allotments of sugar quotas for Hawaii and Puerto Rico, and (iii) require-

ments relating to the marketing of sugar for consumption in the Territory of Hawaii and Puerto Rico. Section 209(e) of the Act prohibits the importation into the Virgin Islands for consumption therein any sugar produced from sugarcane or sugarbeets grown in any area other than Puerto Rico, Hawaii or the continental United States).

6. Subparagraph (2) of paragraph (c) of § 817.9 is amended by changing the reference therein to § 817.4(f) to read § 817.4(g).

7. Subparagraph (1)(ii) of paragraph (d) of § 817.9 is amended to read:

§ 817.9 Bonds to cover releases.

* * * * *

(d) *Conditions.* * * *

(1) The raw value equivalent of the sugar or liquid sugar authorized under the bond to be imported for the purpose of exporting sugar or liquid sugar shall be:

* * * * *

(ii) Shipped within six months after the date of importation to a territory or possession of the United States other than the Virgin Islands as evidenced by bills of lading or other shipping documents and the report by the principal of such shipment as provided for in paragraph (e) of this section, or,

8. Section 817.10 is rescinded and § 817.11 is redesignated as § 817.10 and the following new paragraph (d) is added to the redesignated § 817.10.

§ 817.10 Records and reports.

* * * * *

(d) Each person subject to the provisions of this part who applies for a set-aside which has been approved pursuant to § 817.4(e) shall report any quantity of sugar which has been shipped and which is to be imported into the continental United States under such application. Such report shall be made within two days after the date of departure of the sugar from the area of origin and shall show the date of departure, the quantity of sugar shipped and the expected date of arrival. An application for authorization for release of sugar as provided for in § 817.4(a) may be submitted within the same time limitation in lieu of the report required by this paragraph.

9. Section 817.12 is redesignated as § 817.11 and is amended to read as follows:

§ 817.11 Delegation of authority.

The Director, or Deputy Director, of the Sugar Division, or the Chief or Acting Chief of the Quota and Allotment Branch thereof, Agricultural Stabilization and Conservation Service of the Department, is hereby authorized to act for and on behalf of the Secretary in administering §§ 817.1 through 817.10 except for the issuance of notices provided for in paragraph (d) of § 817.8.

(Sec. 403, 61 Stat. 932; 7 U.S.C. 1153. Interprets or applies secs. 101, 202, 211, 212; 61 Stat. 922, as amended, 924, as amended, 928, as amended, and 929, as amended, and sec. 213 as added by Public Law 87-535, 7 U.S.C. 1101, 1112, 1121 and 1122; Public Law 87-539)

Issued at Washington, D.C., this 3d day of August 1962.

CHARLES S. MURPHY,
Acting Secretary.

[F.R. Doc. 62-7940; Filed, Aug. 7, 1962; 12:35 p.m.]

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

[Prune Reg. 1]

PART 924—FRESH PRUNES GROWN IN DESIGNATED COUNTIES IN WASHINGTON AND IN UMATILLA COUNTY, OREGON

Limitation of Shipments

§ 924.301 Prune Regulation 1.

(a) *Findings.* (1) Pursuant to the marketing agreement and this part (Order No. 924; 7 CFR Part 924), regulating the handling of fresh prunes grown in designated counties in Washington, and in Umatilla County, Oregon, under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the recommendations of the Washington-Oregon Fresh Prune Marketing Committee, established under the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of fresh prunes, in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001-1011) in that, as hereinafter set forth, the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; 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 10, 1962. A reasonable determination as to the supply of, and the demand for, prunes must await the development of the crop and adequate information thereon was not available to the Washington-Oregon Fresh Prune Marketing Committee until July 26, 1962, recommendation as to the need for, and the extent of, regulation of shipments of such prunes was made at the meeting of said committee on July 26, 1962, after consideration of all available information relative to the supply and demand conditions for such prunes, at which time the recommendation and supporting information were submitted to the Department; shipments of the current crop of such prunes will begin on or about August 10, 1962, and this section should be applicable, insofar as practicable, to all shipments of such prunes in order to effectuate the declared policy of the act; and compliance with the provisions of this section will not require of handlers any preparation therefor which cannot be completed by the effective time hereof.

(b) *Order.* During the period beginning at 12:01 a.m., P.s.t., August 10, 1962, and ending at 12:01 a.m., P.s.t., November 1, 1962, no handler shall handle any lot of prunes unless such prunes meet the following applicable requirements, or are handled in accordance with subparagraph (3) of this paragraph:

(1) *Minimum grade requirement.* Such prunes grade at least U.S. No. 1: *Provided,* That any prunes having not less than two-thirds (⅔) of the surface with purplish color may be shipped if they otherwise grade at least U.S. No. 1: *Provided further,* That prunes for export may be shipped if they grade at least U.S. No. 2.

(2) Such prunes, in addition to meeting the other requirements of maturity as defined in the United States Standards for Fresh Plums and Prunes (§§ 51.1520 to 51.1537 of this title), contain not less than fourteen (14) percent soluble solids.

(3) Notwithstanding any other provision of this regulation, any individual shipment of prunes which, in the aggregate, does not exceed 150 pounds net weight may be handled without regard to the restrictions specified in this paragraph (b) or in §§ 924.41 *Assessment* and 924.55 *Inspection and certification.*

(4) The term "U.S. No. 1" and "U.S. No. 2" shall have the same meaning as when used in the United States Standards for Fresh Plums and Prunes (§§ 51.1520-51.1537 of this title); the term "purplish color" shall have the same meaning as when used in the Washington State Department of Agriculture Standards for Italian Prunes (May 1954); and, except as otherwise specified, all other terms shall have the same meaning as when used in the marketing agreement and order.

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

Dated: August 6, 1962.

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

[F.R. Doc. 62-7949; Filed, Aug. 8, 1962; 8:54 a.m.]

[Prune Reg. 1]

PART 925—FRESH PRUNES GROWN IN DESIGNATED COUNTIES IN IDAHO AND IN MALHEUR COUNTY, OREGON

Limitation of Shipments

§ 925.301 Prune Regulation 1.

(a) *Findings.* (1) Pursuant to the marketing agreement and this part (Order No. 925; 7 CFR Part 925), regulating the handling of fresh prunes grown in designated counties in Idaho, and in Malheur County, Oregon, under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon

the recommendations of the Idaho-Malheur County, Oregon Fresh Prune Marketing Committee, established under the aforesaid marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of fresh prunes, in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) in that, as hereinafter set forth, the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; 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 13, 1962. A reasonable determination as to the supply of, and the demand for, prunes must await the development of the crop and adequate information thereon was not available to the Idaho-Malheur County, Oregon Fresh Prune Marketing Committee until July 26, 1962; recommendation as to the need for, and the extent of, regulation of shipments of such prunes was made at the meeting of said committee on July 26, 1962, after consideration of all available information relative to the supply and demand conditions for such prunes, at which time the recommendation and supporting information were submitted to the Department; shipments of the current crop of such prunes will begin on or about August 13, 1962, and this section should be applicable, insofar as practicable, to all shipments of such prunes in order to effectuate the declared policy of the act; and compliance with the provisions of this section will not require of handlers any preparation therefor which cannot be completed by the effective time hereof.

(b) *Order.* During the period beginning at 12:01 a.m., M.s.t., August 13, 1962, and ending at 12:01 a.m., M.s.t., January 1, 1963, no handler shall handle any lot of prunes unless such prunes meet the following applicable requirements, or are handled in accordance with subparagraph (3) of this paragraph:

(1) *Minimum grade requirement.* Such prunes grade at least U.S. No. 1: *Provided,* That prunes which are affected by healed hail marks may be shipped if they otherwise grade at least U.S. No. 1.

(2) *Minimum size requirement.* Such prunes shall measure at least 1⅛ inches in diameter: *Provided,* That any lot of prunes shall be deemed to meet such minimum diameter requirement if (i) not more than 10 percent of the prunes in such lot are smaller than 1⅛ inches in diameter; and (ii) if not more than 15 percent of the prunes contained in any individual container in such lot are smaller than 1⅛ inches in diameter.

(3) Notwithstanding any other provision of this regulation, any individual shipment of prunes which, in the aggregate, does not exceed 150 pounds net weight may be handled without regard to the restrictions specified in this paragraph (b) or in §§ 925.41 *Assessment* and 925.55 *Inspection and certification.*

(4) The terms "U.S. No. 1," "diameter," and "hail marks" shall have the same meaning as when used in the United States Standards for Fresh Plums and Prunes (§§ 51.1520 to 51.1537 of this title); and terms used in the marketing agreement and order shall, when used herein have the same meaning as is given to the respective term in the marketing agreement and order.

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

Dated: August 6, 1962.

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

[F.R. Doc. 62–7950; Filed, Aug. 8, 1962; 8:54 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket C–128]

PART 13—PROHIBITED TRADE PRACTICES

B & P Associates of Connecticut, Inc., et al.

Subpart—Misbranding or mislabeling: § 13.1212 *Formal regulatory and statutory requirements:* § 13.1212–80 *Textile Fiber Products Identification Act.* Subpart.—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* § 13.1852–70 *Textile Fiber Products Identification Act.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 72 Stat. 1717; 15 U.S.C. 45, 70) [Cease and desist order, B & P Associates of Connecticut, Inc. (Unionville, Conn.), et al., Docket C–128, Apr. 26, 1962]

In the Matter of B & P Associates of Connecticut, Inc., a Corporation, and Samuel R. Perman and Herbert A. Berk, Individually and as Officers of Said Corporation

Consent order requiring importers and distributors of textile fiber products, with offices in Unionville, Conn., and New York City, to cease violating the Textile Fiber Products Identification Act by failing to label ladies' swim suits with required information.

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

It is ordered, That respondents B & P Associates of Connecticut, Inc., a corporation, and its officers and Samuel R. Perman and Herbert A. Berk individually, and as officers of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, delivery for introduction, sale, advertising, or offering for sale, in commerce, or the transportation or causing to be transported in commerce, or the importation into the United States of any textile fiber product; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, of any textile fiber product, which has been advertised or offered for sale in commerce; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of any textile fiber product, whether in its original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act, do forthwith cease and desist from misbranding textile fiber products by failing to affix labels to such products showing each element of information required to be disclosed by section 4(b) of the Textile Fiber Products Identification Act.

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

Issued: April 26, 1962.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 62–7915; Filed, Aug. 8, 1962; 8:46 a.m.]

[Docket C–126]

PART 13—PROHIBITED TRADE PRACTICES

Calvert Manufacturing Co. et al.

Subpart—Advertising falsely or misleadingly: § 13.15 *Business status, advantages, or connections:* § 13.15–235 *Producer status of dealer or seller:* § 13.15–235(m) *Manufacturer.* Subpart—Using misleading name—Vendor: § 13.2445 *Producer or laboratory status of seller.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Calvert Manufacturing Company et al., Baltimore, Md., Docket C–126, Apr. 26, 1962]

In the Matter of Calvert Manufacturing Company, a Corporation, and High Hurwitz, Tad Lyon, and Armand Terl, Individually and as Officers of said Corporation

Consent order requiring Baltimore distributors of a variety of advertising specialties to cease representing falsely, through use of the word "manufacturing" in their corporate name, on their letterheads, and in advertising and promotional literature, that they manufactured their merchandise in their own factories.

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

It is ordered, That respondents, Calvert Manufacturing Company, a corporation, and its officers, and High Hurwitz, Tad Lyon, and Armand Terl, individually, and as officers of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of advertising specialties, including thermometers, scrapers, key-tags, piggy banks, tops, playing cards, ash trays, hats, feathers, fly swatters, rulers, plastic bags, pennants, combs, pencils, pens, balloons, and knives, or any other articles of merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the word "manufacturing" or any other word or term of similar import or meaning as a part of respondent's corporate or trade name, or otherwise representing that respondents manufacture the products sold by them.

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

Issued: April 26, 1962.

By the Commission.

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

[F.R. Doc. 62-7916; Filed, Aug. 8, 1962; 8:46 a.m.]

[Docket 7943 o.]

PART 13—PROHIBITED TRADE PRACTICES

Carter Products, Inc., et al.

Subpart—Disparaging Competitors and their products—Competitors' Products: § 13.1000 *Performance.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Carter Products, Inc., et al., New York, N.Y., Docket 7943, Apr. 25, 1962]

In the matter of Carter Products, Inc., a Corporation, Sullivan, Stauffer, Colwell & Bayles, Inc., a Corporation, and S. Heagan Bayles, an Individual

Order requiring the manufacturer of "Rise" shaving cream and its advertising agency to cease disparaging competing products in deceptive television commercials as they did in a video sequence showing a man shaving in obvious discomfort, when the "ordinary" aerated lather on his face, represented as dried out, was not shaving cream at all but a substance specially prepared to simulate shaving cream.

The order to cease and desist is as follows:

It is ordered, That respondents Carter Products, Inc., a corporation, and Sullivan, Stauffer, Colwell & Bayles, Inc., a corporation, their officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of shaving cream or any other merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(a) Disparaging the quality or properties of any competing product or products, through the use of false or misleading pictures, depictions or demonstrations either alone or accompanied by oral or written statements.

(b) Representing directly or by implication that pictures, depictions or demonstrations either alone or accompanied by oral or written statements, accurately portray or depict the superiority of any product over competing products when such portrayal or depiction is not a genuine or accurate comparison of such product with competing products.

And further, in the advertising, offering for sale, sale, or distribution of "Rise" shaving cream, or any other shaving cream, in commerce, as "commerce" is defined in the Federal Trade Commission Act, from misrepresenting the moisture retaining properties of competing shaving creams or otherwise falsely disparaging the quality or merits of competing products.

It is further ordered, That the complaint be, and the same hereby is, dismissed as to respondent S. Heagan Bayles in his individual capacity.

By "Final Order", report of compliance was required as follows:

It is further ordered, That respondents, Carter Products, Inc., and Sullivan, Stauffer, Colwell & Bayles, Inc., shall, within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with the order to cease and desist.

Issued: April 25, 1962.

By the Commission.

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

[F.R. Doc. 62-7917; Filed, Aug. 8, 1962; 8:46 a.m.]

[Docket 8075]

PART 13—PROHIBITED TRADE PRACTICES

Feature Fabrics, Inc., et al.

Subpart—Furnishing false guaranties: § 13.1053 *Furnishing false guaranties:* § 13.1053-90 *Wool Products Labeling Act.* Subpart—Misbranding or mislabeling: § 13.1185 *Composition:* § 13.1185-90 *Wool Products Labeling Act.* Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* § 13.1852-80 *Wool Products Labeling Act.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, secs. 2-5, 54 Stat. 1128-1130; 15 U.S.C. 45, 68) [Cease and desist order, Feature Fabrics, Inc., et al., New York, N.Y., Docket 8075, Apr. 26, 1962]

In the Matter of Feature Fabrics, Inc., a Corporation, and Isidor Kaplan and Benjamin Levine, Individually and as Officers of Said Corporation, and Isidor Kaplan, an Individual

Order requiring New York City sellers of wool fabrics to cease violating the Wool Products Labeling Act by such practices as labeling as "45% Rayon 40% Nylon 15% Reused Wool", fabrics which contained substantially less nylon and reused wool than thus represented; by failing to tag or label wool products as required; and by furnishing a false guaranty that their wool products were not misbranded.

The order to cease and desist is as follows:

It is ordered, That respondents Feature Fabrics, Inc., a corporation, and its officers, and Isidor Kaplan and Benjamin Levine, individually and as officers of said corporation, and Isidor Kaplan, an individual, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the offering for sale, sale, transportation or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939, of wool fabrics or other "wool products", as such products are defined in and subject to the Wool Products Labeling Act of 1939, do forthwith cease and desist from:

A. Misbranding such products by:

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

2. Failing to affix labels to such products showing each element of information required to be disclosed by section 4(a)(2) of the Wool Products Labeling Act of 1939.

B. Furnishing a false guaranty that their wool products are not misbranded under the provisions of the Wool Products Labeling Act, when there is reason to believe that the wool products so guaranteed may be introduced, sold, transported or distributed in commerce.

By "Decision of the Commission", etc., report of compliance was required as follows:

It is ordered, That 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 the order to cease and desist.

Issued: April 26, 1962.

By the Commission.

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

[F.R. Doc. 62-7918; Filed, Aug. 8, 1962; 8:47 a.m.]

[Docket C-129]

PART 13—PROHIBITED TRADE PRACTICES

Fishkin Knitwear Co., Inc., et al.

Subpart—Misbranding or mislabeling: § 13.1212 *Formal regulatory and statutory requirements:* § 13.1212–80 *Textile Fiber Products Identification Act.* Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* § 13.1852–70 *Textile Fiber Products Identification Act.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 72 Stat. 1717; 15 U.S.C. 45, 70) [Cease and desist order, Fishkin Knitwear Co., Inc., et al., New York, N.Y., Docket C-129, Apr. 26, 1962]

In the Matter of Fishkin Knitwear Co., Inc., a Corporation, and Herman Fishkin, Mordecai Fishkin, and Benjamin Thailer, individually and as officers of said corporation

Consent order requiring New York City importers and distributors of textile fiber products to cease violating the Textile Fiber Products Identification Act by failing to label ladies' swim suits with required information.

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

It is ordered, That respondents Fishkin Knitwear Co., Inc., a corporation and its officers and Herman Fishkin, Mordecai Fishkin, and Benjamin Thailer, individually and as officers of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, delivery for introduction, sale, advertising, or offering for sale, in commerce, or the transportation or causing to be transported in commerce, or the importation into the United States of any textile fiber product; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, of any textile fiber product, which has been advertised or offered for sale in commerce; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of any textile fiber product, whether in its original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act, do forthwith cease and desist from misbranding textile fiber products by failing to affix labels to such products showing each element of information required to be disclosed by section 4(b) of the Textile Fiber Products Identification Act.

It is further ordered, That respondents Fishkin Knitwear Co., Inc., a corporation, and its officers and Herman Fishkin, Mordecai Fishkin, and Benjamin Thailer, individually and as officers of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, do forthwith cease and desist from removing, or causing or participating in the removal of, the stamp, tag, label, or other identification required to be affixed to any textile fiber product, after such textile fiber product has been shipped in commerce, and prior to the time such textile fiber product is sold and delivered to the ultimate consumer.

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

Issued: April 26, 1962.

By the Commission.

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

[F.R. Doc. 62-7919; Filed, Aug. 8, 1962; 8:47 a.m.]

[Docket 8461]

PART 13—PROHIBITED TRADE PRACTICES

Golden Valley National Sales and Distribution Co., Inc., et al.

Subpart—Advertising falsely or misleadingly: § 13.30 *Composition of goods;* § 13.170 *Qualities or properties of product or service:* § 13.170–14 *Bleaching;* § 13.170–16 *Cleansing, purifying.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Golden Valley National Sales and Distribution Co., Inc., et al., Palo Alto, Calif., Docket 8461, April 25, 1962]

In the Matter of Golden Valley National Sales and Distribution Co., Inc., a Corporation, and Douglas B. Guy, and Karl Bledsoe, Individually and as Officers of Said Corporation

Order requiring distributors in Palo Alto, Calif., to cease representing falsely in newspaper advertising, circulars, letters, and radio commercials that their "Vademecum" tooth paste would whiten teeth and remove stain or film from them, and contained no abrasive.

The order to cease and desist is as follows:

It is ordered, That the respondents Golden Valley National Sales and Distributing Co., Inc., a corporation, and its officers and Douglas B. Guy and Karl Bledsoe, individually and as officers of said corporation and respondents' representatives, agents and employees, directly or through any corporate or other device in connection with the offering for sale, sale or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of "Vademecum" tooth paste, whether sold under that name or any other name or names and possessing the same or similar properties, do forthwith cease and desist from:

1. Disseminating, or causing to be disseminated, any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or by implication, that:

(a) Respondents' tooth paste will whiten teeth.

(b) Respondents' tooth paste will remove stain from the teeth.

(c) Respondents' tooth paste will remove film from the teeth.

(d) Respondents' tooth paste contains no abrasive.

2. Disseminating, or causing to be disseminated, by any means any advertisement for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase of respondents' tooth paste in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement contains any of the represenations prohibited in Paragraph 1 hereof.

By "Decision of the Commission", etc., report of compliance was required as follows:

It is ordered, That 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 the order to cease and desist.

Issued: April 26, 1962.

By the Commission

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

[F.R. Doc. 62-7920; Filed, Aug. 8, 1962; 8:47 a.m.]

Title 17—COMMODITY AND SECURITIES EXCHANGES

Chapter II—Securities and Exchange Commission

[Release 33-4514, 34-6857]

PART 210—FORM AND CONTENT OF FINANCIAL STATEMENTS, SECURITIES ACT OF 1933, SECURITIES EXCHANGE ACT OF 1934, PUBLIC UTILITY HOLDING COMPANY ACT OF 1935, AND INVESTMENT COMPANY ACT OF 1940

PART 240—GENERAL RULES AND REGULATIONS UNDER THE SECURITIES EXCHANGE ACT OF 1934

PART 249—FORMS, SECURITIES EXCHANGE ACT OF 1934

Miscellaneous Amendments

The Securities and Exchange Commission has adopted regulations governing the filing of annual reports pursuant to section 15(d) of the Securities Exchange Act of 1934 relating to employee stock purchase, savings and similar plans. Proposed regulations relating to the filing of such reports were published for comment on June 13, 1961 (Securities Exchange Act Release 6576) and further published in the FEDERAL REGISTER of June 22, 1961 (26 F.R. 5580). As a result of further consideration of these proposals and the comments and suggestions received in regard thereto, certain changes have been made in the proposed regulations.

A new Form 11–K (§ 249.311), copies of which may be obtained from the Commission on request, has been adopted for use in filing annual reports with respect to such plans. A new Rule 15d–21 (§ 240.15d–21) has been adopted which provides that separate annual and other reports need not be filed with respect to any plan if the issuer of the stock or other securities offered to employees through their participation in the plan files annual reports on Form 10–K (§ 249.310) or U5S (§ 259.5s) and furnishes to the Commission as a part of its annual report on such form the information, financial statements and exhibits required by Form 11–K (§ 249.311) and furnishes to the Commission copies of any annual report submitted to employees in regard to the plan. A new general instruction has been added to Form 10–K (§ 249.310) which specifies the procedure to be followed where an issuer elects to file information and documents pursuant to Rule 15d–21 (§ 240.15d–21). The new General Instruction to Form 10–K (designated on the Form as paragraph J) reads as follows:

J. Information as to Employee Stock Purchase, Savings and Similar Plans. Attention is directed to Rule 15d–21 which provides that separate annual and other reports need not be filed pursuant to Section 15(d) of the Act with respect to any employee stock purchase, savings or similar plan if the issuer of the stock or other securities offered to employees pursuant to the plan furnishes to the Commission the information and documents specified in the rule. If the registrant elects to follow the procedure permitted by Rule 15d–21, the information, financial statements and exhibits specified in paragraph (a)(2) of the rule shall be furnished on Form 11–K as an exhibit to the registrant's annual report. Such exhibit need not be signed.

Regulation S–X (Part 210 of this chapter) the Commission's accounting regulation, has been amended by adding thereto a new Article 6C (§§ 210.6–30 to 210.6–34) which prescribes the form and content of financial statements filed for employee stock purchase, savings and similar plans. These new requirements are applicable to reports filed on the new Form 11–K (§ 249.311). The Commission also has adopted a conforming amendment to Rule 1–01 (§ 210.1–01) of the regulation.

Form 11–K, Rule 15d–21 and the amendment to Form 10–K were adopted pursuant to the Securities Exchange Act of 1934, particularly section 13, 15(d) and 23(a) thereof. The amendments to Regulation S–X were adopted pursuant to such authority and also pursuant to the Securities Act of 1933, particularly sections 6, 7, 10 and 19(a) thereof.

Commission action. The Securities and Exchange Commission hereby amends Chapter II of Title 17, CFR, as follows, effective August 24, 1962:

I. Paragraph (a)(4) of § 210.1–01 is amended to read as follows:

§ 210.1–01 Application of this part.

(a) This part (together with the Accounting Series Releases) states the requirements applicable to the form and content of all financial statements required to be filed as part of:

* * * * *

(4) Supplemental or periodic reports under section 15(d) of the Securities Exchange Act of 1934 filed on Form 8–K, 10–K, 11–K, 2–MD, 4–MD or U5S (§§ 249.308, 249.310, 249.311, 249.402, 249.404 and 259.5s of this chapter);

II. Part 210 is further amended by adding §§ 210.6–30 to 210.6–34 to read as follows:

EMPLOYEE STOCK PURCHASE, SAVINGS AND SIMILAR PLANS

§ 210.6–30 Application of §§ 210.6–30 to 210.6–34.

Sections 210.6–30 to 210.6–34 shall be applicable to financial statements filed for employees stock purchase, savings and similar plans.

§ 210.6–31 Special rules applicable to employee stock purchase, savings and similar plans.

The financial statements filed for persons to which this article is applicable shall be prepared in accordance with the following special rules in addition to the general rules in §§ 210.1–01 to 210.4–14. Where the requirements of a special rule differ from those prescribed in a general rule, the requirements of the special rule shall be met.

(a) *Investment programs.* If the participating employees have an option as to the manner in which their deposits and contributions may be invested, a description of each investment program shall be given in a footnote or otherwise. The number of employees under each investment program shall be stated.

(b) *Net asset value per unit.* Where appropriate, the number of units and the net asset value per unit shall be given by footnote or otherwise.

(c) *Federal income taxes.* (1) Appropriate provision shall be made, on the basis of the applicable tax laws, for Federal income taxes that it is reasonably believed are, or will become, payable in respect of (i) current net income, (ii) realized net gain on investments, and (iii) unrealized appreciation on investments. If the plan is not subject to Federal income taxes, a note shall so state indicating briefly the principal present assumptions on which the plan has relied in not making provision for such taxes.

(2) State the Federal income tax status of the employee with respect to the plan.

(d) *Valuation of assets.* The statement of financial condition shall reflect all assets either (1) at value, showing cost parenthetically, or (2) at cost, showing value parenthetically.

§ 210.6–32 Statements of financial condition.

Statements of financial condition filed under this rule shall comply with the following provisions:

Plan Assets

1. *Investments in securities of participating employers.* State separately each class of securities of the participating employer or employers.

2. *Investments in securities of unaffiliated issuers.*

(a) *United States Government bonds and other obligations.* Include only direct obligations of the United States Government.

(b) *Other securities.* State separately (1) marketable securities and (2) other securities.

3. *Investments Other than securities.* State separately each major class.

4. *Dividends and interest receivable.*

5. *Cash.*

6. *Other assets.* State separately (a) total of amounts due from participating employers or any of their directors, officers and principal holders of equity securities; (b) total of amounts due from trustees or managers of the plan; and (c) any other significant amounts.

Liabilities and Plan Equity

7. *Liabilities.* State separately (a) total of amounts payable to participating employers; (b) total of amounts payable to participating employees; and (c) any other significant amounts.

8. *Reserves and other credits.* State separately each significant item and describe each such item by using an appropriate caption or by a footnote referred to in the caption.

9. *Plan equity at close of period.*

§ 210.6–33 Statements of income and changes in plan equity.

Statements of income and changes in plan equity filed under this rule shall comply with the following provisions:

1. *Net investment income.*

(a) *Income.* State separately income from (1) cash dividends; (2) interest; and (3) other sources. Income from investments in or indebtedness of participating employers shall be segregated under the appropriate subcaption.

(b) *Expenses.* State separately any significant amounts.

(c) *Net investment income.*

2. *Realized gain or loss on investments.* (a) State separately the net of gains or losses arising from transactions in (1) investments in securities of the participating employer or employers; (2) other investments in securities; and (3) other investments.

(b) State in a footnote or otherwise for each category of investment in paragraph (a) above the aggregate cost, the aggregate proceeds and the net gain or loss. State the principle followed in determining the cost of securities sold, e.g., "average cost" or "first-in, first-out."

3. *Unrealized appreciation or depreciation of investments.* (a) State the amount of increase or decrease in unrealized appreciation or depreciation of investments during the period.

(b) State in a footnote or otherwise the amount of unrealized appreciation or depreciation of investments at the beginning of the period of report, at the end of the period of report, and the increase or decrease during the period.

4. *Contributions and deposits.* (a) State separately (1) total of amounts deposited by participating employees, and (2) total of amounts contributed by the participating employer or employers.

(b) If employees of more than one employer participate in the plan, state in tabular form in a footnote or otherwise the amount contributed by each employer and the deposits of the employees of each such employer.

5. *Withdrawals, lapses and forfeitures.* State separately (a) balances of employees' accounts withdrawn, lapsed or forfeited during the period; (b) amounts disbursed in settlement of such accounts; and (c) dis-

position of balances remaining after settlement specified in (b).

6. *Plan equity at beginning of period.*

7. *Plan equity at end of period.*

§ 210.6–34 What schedules are to be filed.

(a) Schedules I and II, specified below, shall be filed as of the date of each statement of financial condition filed. Schedule III shall be filed for each period for which a statement of income and changes in plan equity is filed. All schedules shall be certified if the related statements are certified.

(b) Reference to the schedules shall be made against the appropriate captions of the statements of financial condition and income and changes in plan equity.

Schedule I: Investments. A schedule substantially in form prescribed by § 210.12–19 shall be filed in support of captions 1, 2 and 3 of each statement of financial condition unless substantially all of the information is given in the statement of financial condition by footnote or otherwise.

Schedule II: Allocation of plan assets and liabilities to investment program. If the plan provides for separate investment programs with separate funds, and if the allocation of assets and liabilities to the several funds is not shown in the statement of financial condition in columnar form or by the submission of separate statements for each fund, a schedule shall be submitted showing the allocation of each caption of each statement of financial condition filed to the applicable fund.

Schedule III: Allocation of plan income and changes in plan equity to investment programs. If the plan provides for separate investment programs with separate funds, and if the allocation of income and changes in plan equity to the several funds is not shown in the statement of income and changes in plan equity in columnar form or by the submission of separate statements for each fund, a schedule shall be submitted showing the allocation of each caption of each statement of income and changes in plan equity filed to the applicable fund.

III. A new § 240.15d–21 is adopted to read as follows:

§ 240.15d–21 Reports for employee stock purchase, savings and similar plans.

(a) Separate annual and other reports need not be filed pursuant to section 15(d) of the Act with respect to any employee stock purchase, savings or similar plan: *Provided,*

(1) The issuer of the stock or other securities offered to employees through their participation in the plan files annual reports on Form 10–K (§ 249.310 of this chapter) or U5S (§ 259.5s of this chapter);

(2) Such issuer furnishes, as a part of its annual report on such form or as an amendment thereto, the information, financial statements and exhibits required by Form 11–K (§ 249.311 of this chapter) with respect to the plan; and

(3) Such issuer furnishes to the Commission copies of any anual reports to employees in accordance with General Instruction D in Form 11–K (paragraph (a)(4) of § 249.311 of this chapter).

(b) If the procedure permitted by this rule is followed, the information, financial statements and exhibits required by Form 11–K (§ 249.311 of this chapter) with respect to the plan shall be filed within 120 days after the end of the fiscal year of the plan, either as a part or as an amendment to the annual report of the issuer for its last fiscal year, provided that if the fiscal year of the plan ends within 62 days prior to the end of the fiscal year of the issuer, such information, financial statements and exhibits may be furnished as a part of the issuer's next annual report.

IV. Section 249.310 is amended to include the full text of Form 10–K, as amended, so as to read:

§ 249.310 Form 10–K, annual report pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934.

(a) *Identification.* The face page of the report shall show:

(1) The fiscal year ended for which the report is filed.

(2) Exact name of the registrant, as specified in the charter, and State of incorporation.

(3) Address of principal executive offices of the registrant.

(b) *General instructions*—(1) *Rule as to use of Form 10–K.* Form 10–K shall be used for annual reports pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934, for which no other form is prescribed.

(2) *Application of general rules and regulations.* (i) The general rules and regulations under the Act contain certain general requirements which are applicable to reports on any form. These general requirements should be carefully read and observed in the preparation and filing of reports on this form.

(ii) Particular attention is directed to Regulation 12B (§§ 240.12b–1 to 240.12b–36 of this chapter) which contains general requirements regarding matters such as the kind and size of paper to be used, the legibility of the report, the information to be given whenever the title of securities is required to be stated, and the filing of the report. The definitions contained in Rule 12b–2 (§ 240.12b–2 of this chapter) should be especially noted. See also Regulations 13A and 15D (§ 240.13a–1 to 240.13b–1 and §§ 240.15d–1 to 240.15d–20 of this chapter).

(iii) Four complete copies of each report on this form, including exhibits and all papers and documents filed as a part thereof, shall be filed with the Commission, except that only one copy of reports filed pursuant to General Instruction H or I (subparagraph (8) and (9) of this paragraph) shall be filed with each exchange on which any security of the registrant is listed and registered. At least one of the copies filed with the Commission and one filed with each such exchange shall be manually signed. Unsigned copies shall be conformed.

(3) *Preparation of report.* (i) This form is not to be used as a blank form to be filled in, but only as a guide in the preparation of the report on paper meeting the requirements of Rule 12b–12 (§ 240.12b–12 of this chapter). The report shall contain the item numbers and captions of all items required to be answered, but the text of such items may be omitted providing the answers thereto are prepared in the manner specified in Rule 12b–13 (§ 240.12b–13 of this chapter).

(ii) Except as otherwise stated, the information required shall be given as of the end of the registrant's fiscal year, or as of the latest practicable date subsequent thereto.

(4) *Reports by registrants filing proxy statements.* Items 4 to 9, inclusive, of paragraph (c) of this section, shall not be restated or answered by any registrant which since the close of the fiscal year has filed with the Commission pursuant to Regulation 14 (§§ 240.14a–1 to 240.14a–11 of this chapter) a definitive proxy statement which involved the election of directors. The incorporation of such proxy statement by reference in answer to such items is not required. Any financial statements contained in such proxy statements or in any annual report to stockholders furnished to the Commission pursuant to Rule 14a–3 (§ 240.14a–3 of this chapter) may be incorporated by reference provided such financial statements substantially meet the requirements of the form.

(5) *Reports by other registrants.* Information contained in an annual report to stockholders furnished to the Commission pursuant to Instruction F of subparagraph (6) of this paragraph, by any registrant not subject to Instruction D of subparagraph (b)(6) of this paragraph, may be incorporated by reference in answer or partial answer to any item of this form. In addition, any financial statements contained in any such annual report may be incorporated by reference provided such financial statements substantially meet the requirements of this form.

(6) *Annual reports and proxy material sent to stockholders.* (i) Every registrant which files an annual report on this form shall furnish to the Commission for its information four copies of the following, unless copies thereof are furnished to the Commission pursuant to Rule 14a–3 or Rule 14a–6 (§ 240.14a–3 or § 240.14a–6 of this chapter):

(*a*) Any annual report to stockholders covering the registrant's last fiscal year; and

(*b*) Every proxy statement, form of proxy or other proxy soliciting material sent to more than ten of the registrant's stockholders with respect to any annual or other meeting of stockholders.

Such material shall be mailed to the Commission not later than the date on which it is first sent to stockholders. See the instruction to Item 2 of paragraph (c) of this section.

(ii) The foregoing material shall not be deemed to be "filed" with the Commission or otherwise subject to the liabilities of section 18 of the Act, except to the extent that the registrant specifically requests that it be treated as a part of its annual report on this form or incorporates it therein by reference.

(7) *Disclosure with respect to foreign subsidiaries.* Information with respect to any foreign subsidiary which is required by any item or other requirement of this form may be omitted from the report to the extent that the required disclosure would be detrimental to the registrant, provided a statement is made

that such information has been omitted. Where the names of foreign subsidiaries are omitted pursuant to this instruction, the number of subsidiaries whose names are omitted shall be stated in the report and the names of such subsidiaries shall be separately furnished. The Commission will accord confidential treatment to such names, but may, in its discretion, call for justification that the required disclosure would be detrimental.

(8) *Registrants reporting to Federal Power Commission.* (i) Any registrant which files annual reports with the Federal Power Commission on that Commission's Form No. 1 or Form No. 2 and whose annual report to stockholders for its last fiscal year contained financial statements (other than schedules) prepared and certified substantially in accordance with Regulation S–X (Part 210 of this chapter) may file the following reports and statements in lieu of all of the information and financial statements (including schedules) required by this form for such fiscal year:

(*a*) The registrant's annual report to stockholders for its last fiscal year and its annual report to the Federal Power Commission for such fiscal year;

(*b*) The annual report to the Federal Power Commission on Form No. 1 or Form No. 2 filed by each majority-owned subsidiary of the registrant, which filed such a report, for its last fiscal year; and

(*c*) For each other majority-owned subsidiary of the registrant whose financial statements were not included, on either an individual or a consolidated basis, in the registrant's annual report to stockholders, the financial statements called for by this form.

Notwithstanding the foregoing, annual reports and financial statements of subsidiaries may be omitted to the extent that all subsidiaries for which they are so omitted, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary.

(ii) The foregoing statements and reports shall be filed under cover of the facing sheet of this form and shall be accompanied by the signatures prescribed by this form. Any required exhibit shall also be filed with the report.

(9) *Registrants reporting to Interstate Commerce Commission or Federal Communications Commission.* (i) Any registrant which files annual reports under section 20 of the Interstate Commerce Act, section 220 of the Motor Carriers Act, 1935, or section 219 of the Communications Act of 1934 may substitute for the information required by Items 2 through 10(a) of paragraph (c) of this section and for the financial statements (including schedules) required by this form—

(*a*) The registrant's annual report to the Interstate Commerce Commission or the Federal Communications Commission on either a separate or system basis for the last fiscal year,

(*b*) Its annual report to stockholders, if any, covering the comparable period (if no such report is published, the registrant should so state),

(*c*) The annual report to the Interstate Commerce Commission or the Federal Communications Commission (on either a separate or system basis) for the last fiscal year of each majority-owned subsidiary of the registrant which files such a report and which is not included in a system report filed pursuant to (*a*) of this subdivision, and

(*d*) The financial statements called for by this form (which need not be certified) for each majority-owned subsidiary of the registrant which does not file reports with the Federal Communications Commission or the Interstate Commerce Commission and whose financial statements are not included on either an individual or consolidated basis in the annual reports filed pursuant to (*a*), (*b*) or (*c*) of this subdivision.

Notwithstanding the foregoing, annual reports and financial statements of subsidiaries may be omitted to the extent that all subsidiaries for which they are so omitted, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary.

(ii) If a registrant elects to file its report pursuant to this instruction, Item 1 and 10(b) of paragraph (c) of this section shall be answered but all reference to any other items of this form may be omitted. The reports and financial statements referred to in subdivision (i) of this subparagraph shall be filed as exhibits to the report on this form.

(iii) Notwithstanding Rules 13a–1 and 15d–1 (§§ 240.13a–1 and 240.15d–1 of this chapter) a registrant as to which the time for filing an annual report with the Interstate Commerce Commission or the Federal Communications Commission is extended beyond April 20 in any year, may file its report on this form within ten days after the extended date if the Securities and Exchange Commission is promptly advised of such extension.

(10) *Information as to employee stock purchase, savings and similar plans.* Attention is directed to Rule 15d–21 (§ 240.15d–21 of this chapter) which provides that separate annual and other reports need not be filed pursuant to section 15(d) of the Act with respect to any employee stock purchase, savings or similar plan if the issuer of the stock or any other securities offered to employees pursuant to the plan furnishes to the Commission the information and documents specified in the rule. If the registrant elects to follow the procedure permitted in Rule 15d–21 (§ 240.15d–21 of this chapter), the information, financial statements and exhibits specified in paragraph (a)(2) of the rule (§ 240.15d–21 of this chapter) shall be furnished on Form 11–K as an exhibit to the registrant's annual report. Such exhibit need not be signed.

(c) *Information required in report.*

Item 1: Securities registered on exchanges. As to each class of securities of the registrant which is registered on a national securities exchange, furnish the information required by the following table:

(1)	(2)
Title of class	*Name of each exchange on which registered*

Item 2: Number of stockholders. State, in substantially the tabular form indicated below, the approximate number of holders of record of each class of stock of the registrant.

Title of class	*Number of holders*

Instruction. If no annual report for the registrant's last fiscal year has been submitted to stockholders or if no proxy statement, form of proxy or other proxy soliciting material was sent to stockholders with respect to the last annual or other meeting of stockholders, so state following the table. If such report or other material is to be furnished to stockholders subsequent to the filing of the annual report on this form, so state.

Item 3: Parents and subsidiaries of registrant. Furnish a list or diagram of all parents and subsidiaries of the registrant and as to each person named indicate the percentage of voting securities owned, or other bases of control, by its immediate parent.

Instructions. 1. This item need not be answered if there has been no change in the list or diagram as last previously reported.

2. The list or diagram shall include the registrant and shall be so prepared as to show clearly the relationship of each person named to the registrant and to the other persons named. If any person is controlled by means of the direct ownership of its securities by two or more persons, so indicate by appropriate cross reference.

3. Designate by appropriate symbols (a) subsidiaries for which separate financial statements are filed; (b) subsidiaries included in the respective consolidated financial statements; (c) subsidiaries included in the respective group financial statements filed for unconsolidated subsidiaries; and (d) other subsidiaries, indicating briefly why statements of such subsidiaries are not filed.

4. Indicate the name of the country in which each foreign subsidiary was organized.

5. The names of particular subsidiaries may be omitted if the unnamed subsidiaries, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary.

Item 4: Changes in the business. Briefly describe any materially important changes during the fiscal year, not previously reported, in the business of the registrant and its subsidiaries.

Instructions. 1. Include changes in the business of subsidiaries only insofar as they constitute materially important changes in the business of the total enterprise represented by the registrant and its subsidiaries.

2. If the business consists of the production or distribution of different kinds of products or the rendering of different kinds of services, indicate insofar as practicable any material changes during the fiscal year in the relative importance of each product or service or class of similar products or services which contribute 15 percent or more to the gross volume of business done during the fiscal year. Indicate briefly any material changes during the fiscal year in the types of products produced or distributed or services rendered or in the mode of conducting the business, such as fundamental changes in the method of distribution.

3. Indicate briefly any material changes during the fiscal year in the general competitive position of the business in the industry. If several products or services are involved, separate consideration should be given to the principal products or services or classes of products or services.

4. State briefly any other material changes in the business during the fiscal year, such as those resulting from any bankruptcy, receivership or other legal proceeding, from any other materially important reorganization, readjustment or succession, or from the acquisition or disposition of any principal plants, mines or other physical properties. Indicate also the nature and extent of any material strikes or other work stoppages during the fiscal year.

Item 5: Principal holders of voting securities. If any person owns of record, or is known by the registrant to own beneficially, more than 10 percent of the outstanding voting securities of the registrant, name each such person, state the approximate amount of such securities owned of record but not owned beneficially, the approximate amount owned beneficially and the percentage of outstanding voting securities represented by the amount owned by him in each such manner.

Instruction. To the extent that the information required by this item is given in answer to Item 3, a reference to such item will suffice.

Item 6: Directors of registrant. Furnish the following information, in tabular form to the extent practicable, with respect to each director of the registrant:

(a) Name each such director, state the date on which his present term of office will expire and list all other positions and offices with the registrant presently held by him.

(b) State his present principal occupation or employment and give the name and principal business of any corporation or other organization in which such employment is carried on. If not previously reported, furnish similar information as to all of his principal occupations or employments during the last five years.

(c) State, as of the most recent practicable date, the approximate amount of each class of equity securities of the registrant or any of its parents or subsidiaries, other than directors' qualifying shares, beneficially owned directly or indirectly by him. If he is not the beneficial owner of any such securities, make a statement to that effect.

(d) If more than 10 percent of any class of securities of the registrant or any of its parents or subsidiaries are beneficially owned by him and his associates, state the approximate amount of each class of such securities beneficially owned by such associates, naming each associate whose holdings are substantial.

Item 7: Remuneration of directors and officers. (a) Furnish the following information in substantially the tabular form indicated below as to all direct remuneration paid by the registrant and its subsidiaries during the registrant's last fiscal year to the following persons for services in all capacities:

(1) Each director, and each of the three highest paid officers, of the registrant whose aggregate direct remuneration exceeded $30,000, naming each such person.

(2) All directors and officers of the registrant as a group, without naming them.

(A)	(B)	(C)
Name of individual or identity of group	*Capacities in which remuneration was received*	*Aggregate remuneration*

Instructions. 1. This item applies to any person who was a director or officer of the registrant at any time during the period specified. However, information need not be given for any portion of the period during which such person was not a director or officer of the registrant.

2. The information is to be given on an accrual basis if practicable. The tables required by this paragraph and paragraph (b) may be combined if the registrant so desires.

3. Do not include remuneration paid to a partnership in which any director or officer was a partner, but see Item 9.

(b) Furnish the following information, in substantially the tabular form indicated below, as to all pension or retirement benefits proposed to be paid under any existing plan in event of retirement at normal retirement date, directly or indirectly, by the registrant or any of its subsidiaries to each director or officer named in answer to paragraph (a) (1) above:

(A)	(B)	(C)
Name of individual	*Amounts set aside or accrued during registrant's last fiscal year*	*Estimated annual benefits upon retirement*

Instructions. 1. The term "plan" in this paragraph and in paragraph (c) includes all plans, contracts, authorizations or arrangements, whether or not set forth in any formal document.

2. Column (B) need not be answered with respect to payments computed on an actuarial basis under any plan which provides for fixed benefits in the event of retirement at a specified age or after a specified number of years of service.

3. The information called for by Column (C) may be given in a table showing the annual benefits payable upon retirement to persons in specified salary classification.

4. In the case of any plan (other than those specified in Instruction 2) where the amount set aside each year depends upon the amount of earnings of the registrant or its subsidiaries for such year or a prior year, or where it is otherwise impracticable to state the estimated annual benefits upon retirement, there shall be set forth, in lieu of the information called for by Column (C), the aggregate amount set aside or accrued to date, unless it is impracticable to do so, in which case there shall be stated the method of computing such benefits.

(c) Describe briefly all remuneration payments (other than direct remuneration for services and pension or retirement benefits) proposed to be made in the future directly or indirectly by the registrant or any of its subsidiaries pursuant to any existing plan or arrangement to (i) each director or officer named in answer to paragraph (a) (1), naming each such person, and (ii) all directors and officers of the registrant as a group, without naming them.

Instruction. Information need not be included as to payments to be made for, or benefits to be received from, group life or accident insurance, group hospitalization or similar group payments or benefits.

Item 8: Options to purchase securities. Furnish the following information as to all options to purchase securities, from the registrant or any of its subsidiaries, which were granted to or exercised by the following persons since the beginning of the registrant's last fiscal year: (i) each director or officer named in anwser to paragraph (a) (1) of Item 7 naming each such person and (ii) all directors and officers of the registrant as a group, without naming them.

(a) As to options granted, state (i) the title and amount of securities called for; (ii) the prices, expiration dates and other material provisions; (iii) the consideration received for the granting thereof; and (iv) the market value of the securities called for on the granting date.

(b) As to options exercised, state (i) the title and amount of securities purchased; (ii) the purchase price; and (iii) the market value of the securities purchased on the date of purchase.

Instructions. 1. The term "options" as used in this item includes all options, warrants or rights other than those issued to security holders as such on a pro rata basis.

2. The extension of options shall be deemed the granting of options within the meaning of this item.

3. (i) Where the total market value on the granting dates of the securities called for by all options granted during the period specified does not exceed $10,000 for any officer or director named in answer to paragraph (a) (1), or $30,000 for all officers and directors as a group, this item need not be answered with respect to options granted to such person or group. (ii) Where the total market value on the dates of purchase of all securities purchased through the exercise of options during the period specified does not exceed $10,000 for any such person or $30,000 for such group, this item need not be answered with respect to options exercised by such person or group.

4. The information for all directors and officers as a group regarding market value of the securities on the granting date of the options and on the purchase date, may be given in the form of price ranges for each calendar quarter during which options were granted or exercised.

Item 9: Interest of management and others in certain transactions. Describe briefly, and where practicable state the approximate amount of, any material interest, direct or indirect, of any of the following persons in any material transactions since the beginning of the registrant's last fiscal year to which the registrant or any of its subsidiaries was a party:

(a) Any director or officer of the registrant;

(b) Any security holder named in answer to Item 5; or

(c) Any associate of any of the foregoing persons.

Instructions. 1. See Instruction 1 to Item 7(a). Include the name of each person whose interest in any transaction is described and the nature of the relationship by reason of which such interest is required to be described. Where it is not practicable to state the approximate amount of the interest, the approximate amount involved in the transaction shall be indicated.

2. As to any transaction involving the purchase or sale of assets by or to the registrant or any subsidiary, otherwise than in the ordinary course of business, state the cost of the assets to the purchaser and the cost thereof to the seller if acquired by the seller within two years prior to the transaction.

3. This item does not apply to any interest arising from the ownership of securities of the registrant where the security holder receives no extra or special benefit not shared on a pro rata basis by all other holders of the same class.

4. No information need be given under this paragraph as to any remuneration or other transaction reported in response to Item 7 or 8.

5. No information need be given under this item as to any transaction or any interest therein where—

(i) the rates or charges involved in the transaction are fixed by law or determined by competitive bids;

(ii) the interest of the specified persons in the transaction is solely that of a director of another corporation which is a party to the transaction;

(iii) the transaction involves services as a bank depository of funds, transfer agent, registrar, trustee under a trust indenture, or other similar services;

(iv) the interest of the specified persons does not exceed $30,000;

(v) the transaction does not involve remuneration for services, directly or indirectly, and (A) the interest of the specified persons arises from the ownership individually and in the aggregate of less than 10 percent of any class of equity securities of another corporation which is a party to the transaction, (B) the transaction is in the ordinary course of business of the registrant or its subsidiaries, and (C) the amount of such transaction or series of transactions is less than 10 percent of the total sales or purchases, as the case may be, of the registrant and its subsidiaries.

6. Information shall be furnished under this item with respect to transactions not excluded above which involve remuneration, directly or indirectly, to any of the specified persons for services in any capacity unless the interest of such persons arises solely from the ownership individually and in the aggregate of less than 10 percent of any class of equity securities of another corporation furnishing the services to the registrant or its subsidiaries.

7. This item does not require the disclosure of any interest in any transaction unless such interest and transaction are material.

Item 10: Financial statements and exhibits. List below all financial statements and exhibits filed as a part of the annual report:

(a) Financial statements.

(b) Exhibits.

(d) *Signatures.* Signatures shall be set forth as follows:

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

(Registrant)

By ---
(Signature) [1]

Date ---

(e) *Instructions as to financial statements.* The following instructions specify the balance sheets and profit and loss statements required to be filed as a part of annual reports on this form. Regulation S–X (Part 210 of this chapter) governs the certification, form and content of such balance sheets and profit and loss statements, including the basis of consolidation, and prescribes the statements of surplus and the schedules to be filed in support thereof.

(1) *Statements of the registrant.* (i) There shall be filed for the registrant a certified balance sheet as of the close of the fiscal year and a certified profit and loss statement for the fiscal year.

(ii) Notwithstanding subdivision (i) of this subparagraph, the individual financial statements of the registrant may be omitted if (*a*) consolidated statements of the registrant and one or more of its subsidiaries are filed, and (*b*) the conditions specified in either of the following items are met:

(*1*) The registrant is primarily an operating company and all subsidiaries included in the consolidated financial statements filed are totally-held subsidiaries; or

(2) The registrant's total assets, exclusive of investments in and advances to the consolidated subsidiaries, constitute 85 percent or more of the total assets shown by the consolidated balance sheet filed and the registrant's total gross revenue for the period for which its profit and loss statement would be filed, exclusive of interest and dividends received from the consolidated subsidiaries, constitute 85 percent or more of the total gross revenue shown by the consolidated profit and loss statement filed.

(2) *Consolidated statements.* There shall be filed for the registrant and its subsidiaries a certified consolidated balance sheet as of the close of the fiscal year of the registrant and a certified consolidated profit and loss statement for such fiscal year.

(3) *Statements of subsidiaries not consolidated.* (i) Subject to Rule 4–03 of Regulation S–X (§ 210.4–03 of this chapter) regarding group statements there shall be filed for each majority-owned subsidiary of the registrant not consolidated a certified balance sheet as of the close of the subsidiary's most recently ended fiscal year and a certified profit and loss statement for such fiscal year.

(ii) If the fiscal year of any unconsolidated subsidiary ends within 105 days before the date of filing the annual report, or after the date of filing, the statements of the subsidiary required by subdivision (i) of this subparagraph may be filed as an amendment to the report within 105 days after the end of the subsidiary's fiscal year.

(4) *Fifty percent owned persons.* If the registrant owns directly or indirectly approximiately 50 percent of the voting securities of any person and approximately 50 percent of the voting securities of such person is owned directly or indirectly by another single interest, there shall be filed for each such person the financial statements which would be required if it were a registrant. The statements filed for each such person shall identify the other single interest.

(5) *Omission of statements required by Instructions 3 and 4.* Notwithstanding Instructions 3 and 4, there may be omitted from the annual report all financial statements of any one or more unconsolidated subsidiaries or 50-percent owned persons if all such subsidiaries and 50-percent owned persons for which statements are so omitted, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary.

(6) *Affiliates whose securities are pledged as collateral.* (i) For each affiliate of the registrant whose securities constitute a substantial portion of the collateral securing any class of registered securities, there shall be filed the financial statements that would be required if the affiliate were a registrant. However, statements need not be filed pursuant to this instruction for any person whose statements are otherwise filed with the report on an individual, consolidated or combined basis.

(ii) For the purposes of this instruction, securities of a person shall be deemed to constitute a substantial portion of the collateral if the aggregate principal amount, par value, or book value as shown by the books of the registrant, or market value, whichever is the greatest of such securities equals 20 percent or more of the principal amount of the class secured thereby.

(7) *Statements of banks and insurance companies.* Notwithstanding the requirements of the foregoing instructions, financial statements filed for banks or insurance companies (other than title insurance companies) need not be certified.

(8) *Registrants not in the production stage.* (i) Notwithstanding the foregoing instructions, if the registrant falls within the terms of paragraph (b) or (c) of Rule 5A–01 of Regulation S–X (§ 210.5a–0 of this chapter), the following statements, all of which shall be certified except as provided in subdivision (ii) of this subparagraph shall be filed for the registrant and each of its significant subsidiaries, if any:

(*a*) The statements specified in Rules 5A–02, 5A–03, 5A–04, 5A–05 and 5A–07 (§§ 210.5a–02 to 210.5a–05, 210.5a–07 of this chapter) shall be filed as of the end of the fiscal year,

(*b*) The statement of cash receipts and disbursements specified in Rule 5A–06 (§ 210.5a–06 of this chapter) shall be filed for the fiscal year.

(ii) The financial statements prescribed in subdivision (i) of this subparagraph need not be certified if all of the following conditions are met by the registrant and each of its significant subsidiaries, if any:

(*a*) Gross receipts from all sources for the fiscal year are not in excess of $5,000,

(*b*) The registrant has not purchased or sold any of its own stock, granted options therefor, or levied assessments upon outstanding stock,

(*c*) Expenditures for all purposes for the fiscal year are not in excess of $5,000,

(*d*) No material change in the business has occurred during the fiscal year, including any bankruptcy, reorganization, readjustment or succession or any material acquisition or disposition of plants, mines, mining equipment, mining rights or leases,

(*e*) No exchange upon which the shares are listed, or governmental authority having jurisdiction, requires the furnishing to it, or the publication of, certified financial statements.

(9) *Filing of other statements in certain cases.* The Commission may, upon the informal written request of the registrant and where consistent with the protection of investors, permit the omission of one or more of the statements herein required or the filing in substitution therefor of appropriate statements of comparable character. The Commission may also by informal written notice require the filing of other statements in addition to, or in substitution for, the statements herein required in any case where such statements are necessary or appropriate for an adequate presentation of the financial condition of any person whose financial statements are required, or whose statements are otherwise necessary for the protection of investors.

(f) *Instructions as to exhibits.* Subject to the rules regarding incorporation by reference, the following exhibits shall be filed as a part of the report:

(1) Copies of all amendments or modifications, not previously filed, to all exhibits previously filed (or copies of such exhibits as amended or modified).

(2) Copies of all documents of a character required to be filed as an exhibit to an original application for registration which have been executed or otherwise put into effect during the fiscal year and not previously filed.

Registrants filing reports pursuant to section 15(d) of the Act need not file

[1] Print name and title of the signing officer under his signature.

copies of any document which would not be required as an exhibit to an original application for registration of securities on an exchange.

V. A new § 249.311 is adopted, to read as follows:

§ 249.311 Form 11–K, for annual reports of employee stock purchase, savings and similar plans pursuant to section 15(d) of the Securities Exchange Act of 1934.

(a) *General instructions*—(1) *Rule as to use of Form 11–K.* This form is to be used for annual reports pursuant to section 15(d) of the Securities Exchange Act of 1934 with respect to employee stock purchase, savings and similar plans interests in which constitute securities which have been registered under the Securities Act of 1933. Such a report is required to be filed even though the issuer of the securities offered to employees pursuant to the plan also files annual reports pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934. However, attention is directed to Rule 15d–21 (§ 240.15d–21 of this chapter) which provides that in certain cases the information required by this form may be furnished with respect to the plan as a part of the annual report of such issuer.

(2) *Application of general rules and regulations.* (i) The general rules and regulations under the Act contain certain general requirements which are applicable to reports on any form. These general requirements should be carefully read and observed in the preparation and filing of reports on this form.

(ii) Particular attention is directed to Regulation 12B (§§ 240.12b–1 to 240.12b–36 of this chapter) which contains general requirements regarding matters such as the kind and size of paper to be used, the legibility of the report, the information to be given whenever the title of securities is required to be stated, and the filing of the report. The definitions contained in Rule 12b–2 (§ 240.12b–2 of this chapter) should be especially noted. See also Regulation 15D (§§ 240.15d–1 to 240.15d–20 of this chapter).

(iii) Four complete copies of each report on this form, including exhibits and all papers and documents filed as part thereof, shall be filed with the Commission. At least one of the copies filed shall be manually signed. Copies not manually signed shall bear typed or printed signatures.

(3) *Preparation of report.* This form is not to be used as a blank form to be filled in, but only as a guide in the preparation of the report on paper meeting the requirements of Rule 12b–12 (§ 240.12b–12 of this chapter). The report shall contain the item numbers and captions of all items required to be answered but the text of such items may be omitted provided the answers thereto are prepared in the manner specified in Rule 12b–13 (§ 240.12b–13 of this chapter).

(4) *Annual reports to employees.* (i) There shall be furnished to the Commission for its information four copies of any annual report to employees covering the last fiscal year of the plan. Such copies shall be mailed to the Commission not later than the date on which the report is first sent or given to employees. Reports which relate only to the individual interests of employees in the plan need not be furnished.

(ii) The report furnished to the Commission pursuant to this instruction shall not be deemed to be "filed" with the Commission or otherwise subject to the liabilities of section 18 of the Act, except to the extent that it has been requested that such report be treated as a part of the annual report on this form or it has been incorporated therein by reference.

(5) *Incorporation of information in report to employees.* Information contained in an annual report to employees furnished to the Commission pursuant to subparagraph (4) of this paragraph may be incorporated by reference in answer or partial answer to any item of this form. In addition, any financial statements contained in such annual report may be incorporated by reference provided such financial statements substantially meet the requirements of this form.

(6) *Reports in case of new registration.* Attention is directed to Rule 15d–3 (§ 240.15d–3 of this chapter) which provides that any registrant which has filed a registration statement under the Securities Act of 1933 within the period prescribed for filing an annual report may, in certain cases, incorporate the registration statement by reference in its annual report in lieu of furnishing the information and documents otherwise called for by the appropriate annual report form.

(b) *Identification.* The front cover of the report shall show:

(1) The fiscal year ended for which the report is made.

(2) Full title of the plan and the address of the plan, if different from that of the issuer named below:

(3) Name of the issuer of the securities held pursuant to the plan and the address of its principal executive office.

(c) *Items to be answered.*

Item 1: Changes in the plan. Describe briefly any material changes in the provisions of the plan during the fiscal year.

Item 2: Changes in investment policy. Describe briefly any material changes during the fiscal year in the policy with respect to the kind of securities or other investments in which funds held under the plan may be invested.

Item 3: Participating employees. State the approximate number of employees who were participants in the plan at the end of its fiscal year.

Item 4: Administration of the plan. (a) Give the names and addresses of the persons who administer the plan, the capacity in which they act (such as trustees or managers) and list all positions or offices held with the issuer or any of its affiliates.

(b) State the total amount of compensation received from the plan by each of the administrators for services in all capacities during the fiscal year.

Item 5: Custodian of investments. (a) Give the name, address and nature of the business of each person who acts as custodian of any of the securities or other investments of the plan.

(b) State the total amount of compensation received from the plan by each such person for services in all capacities during the fiscal year.

(c) State the nature and amount of the coverage of any bond furnished by any such custodian or its officers or employees in connection with the custody of the security investments or other assets of the plan.

Item 6: Reports to participating employees. State the nature of the reports made to participating employees during the fiscal year in regard to the operations of the plan or the status of the employees' accounts under the plan.

Item 7: Financial statements and exhibits. List below all financial statements and exhibits filed as a part of the annual report:

(a) Financial statements.

(b) Exhibits.

(d) *Signatures.* Signatures shall be set forth as follows:

Pursuant to the requirements of the Securities Exchange Act of 1934, the trustees (or other persons who administer the plan) have duly caused this annual report to be signed by the undersigned thereunto duly authorized.

(Name of plan)

By [1] ---

Date ---

[1] Print name and title of the signing official under his signature.

(e) *Instructions as to financial statements.* Furnish a certified statement of financial condition of the plan as of the end of the fiscal year of the plan and a certified statement of income and changes in plan equity of the plan for the fiscal year. These statements shall be prepared and certified in accordance with the applicable provisions of Regulation S–X (Part 210 of this chapter) and shall be accompanied by the schedules specified therein.

(f) *Instructions as to exhibits.* Subject to the rules regarding incorporation by reference, the following exhibits shall be filed as a part of the report.

(1) Copies of all amendments or modifications, not previously filed, to all exhibits previously filed (or copies of such exhibits as amended or modified).

(2) Copies of all documents relating to the plan which are of a character required to be filed as an exhibit to a registration statement and which have been executed or otherwise put into effect and not previously filed.

(Secs. 13, 15(d) and 23(a), 48 Stat. 894, 895 and 901, as amended, 15 U.S.C. 78m, 78o and 78w; secs. 6, 7, 10 and 19(a), 48 Stat. 78, 81 and 85, as amended, 15 U.S.C. 77f, 77g, 77j and 77s.)

By the Commission.

JULY 23, 1962.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 62–7934; Filed, Aug. 8, 1962; 8:50 a.m.]

Title 21—FOOD AND DRUGS

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

SUBCHAPTER D—HAZARDOUS SUBSTANCES

PART 191—HAZARDOUS SUBSTANCES; DEFINITIONS AND PROCEDURAL AND INTERPRETATIVE REGULATIONS

Cellulose Sponges; Exemption From Labeling Requirements

There has been submitted to the Commissioner of Food and Drugs, pursuant to section 3(c) of the Federal Hazardous Substances Labeling Act and § 191.62 of the regulations thereunder, a request to exempt cellulose sponges from the labeling requirements of section 2(p)(1) of the act and § 191.7(b)(4) of the regulations. The petition deals with cellulose sponges that require special labeling under § 191.7(b)(4) because they contain 10 percent or more by weight of diethylene glycol. Under reasonably foreseeable circumstances it is not likely that injury or illness would occur from ingestion of cellulose sponges of the type described in the petition; nor is there a possibility of harmful misuse of the diethylene glycol as a beverage.

Therefore, the Commissioner concludes that because of the nature of the packages involved and the minor hazard presented, full compliance with the labeling requirements of section 2(p)(1) of the act and § 191.7(b)(4) of the regulations is not necessary for the adequate protection of the public health and safety. Pursuant to the provisions of the Federal Hazardous Substances Labeling Act (sec. 3(c), 74 Stat. 374; 15 U.S.C. 1262) and under the authority vested in the Secretary of Health, Education, and Welfare and delegated to the Commissioner (25 F.R. 8625), § 191.63 is amended by adding thereto a new paragraph (o), reading as follows:

§ 191.63 Exemptions for small packages, minor hazards, and special circumstances.

* * * * *

(o) Cellulose sponges are exempt from the labeling requirements of section 2(p)(1) of the act and § 191.7(b)(4), insofar as such requirements would be necessary because they contain 10 percent or more of diethylene glycol as defined in § 191.7(a)(2): *Provided*, That:

(1) The cellulose sponge does not contain over 15 percent by weight of diethylene glycol.

(2) The diethylene glycol content is completely held by the absorbent cellulose material so that there is no free liquid within the sponge as marketed.

Notice and public procedure and delayed effective date are not necessary prerequisites to the promulgation of this order, and I so find, since the Federal Hazardous Substance Labeling Act contemplates such modification of labeling requirements under certain conditions.

Effective date. This order shall become effective on the date of its publication in the FEDERAL REGISTER.

(Sec. 3(c), 74 Stat. 374; 15 U.S.C. 1262)

Dated: August 1, 1962.

JOHN L. HARVEY,
Deputy Commissioner of Food and Drugs.

[F.R. Doc. 62-7945; Filed, Aug. 8, 1962; 8:52 a.m.]

Title 24—HOUSING AND HOUSING CREDIT

Subtitle A—Office of the Administrator, Housing and Home Finance Agency

PART 3—SLUM CLEARANCE AND URBAN RENEWAL

Subpart B—Relocation payments under section 106(f) of the Housing Act of 1949, as amended

Correction

In F.R. Doc. 62-7705, appearing at page 7677 of the issue for Friday, August 3, 1962, paragraph (e) of § 3.105 should read as set forth below:

(e) *Notice of intention to move.* Except as provided below, no relocation payment shall be made to a business concern unless (1) the LPA has received, at least 30 days but not earlier than 90 days prior to the moving date, written notice from the business concern of its intention to move the property designated generally therein and the date of such intended move, and (2) the business concern has permitted, at all reasonable times, the inspection by or on behalf of the LPA of all such property at the site from which it was removed. For the purpose of this paragraph (e), "moving date" shall mean the date on which the first item of such property is intended to be moved. The LPA may make a relocation payment notwithstanding nonreceipt of such timely notice only if the LPA has determined that there was reasonable cause for the failure of the business concern to give such notice; the LPA has adequately verified the facts pertaining to the move and the requested relocation payment; and HHFA has concurred in such payment.

Chapter II—Federal Housing Administration, Housing and Home Finance Agency

SUBCHAPTER A—GENERAL

PART 200—INTRODUCTION

Subpart D—Delegations of Basic Authority and Functions

MISCELLANEOUS AMENDMENTS

In § 200.68 a new paragraph (f) is added as follows:

§ 200.68 Assistant Commissioner for Administration and Deputy.

* * * * *

(f) To act for the Commissioner in approving the settlement of tort claims for and against the Commissioner and the execution of releases or other instruments required in connection therewith.

Section 200.77 is amended by adding paragraph (y) as follows:

§ 200.77 Assistant Commissioner-Comptroller and Deputy.

* * * * *

(y) To exercise the authority of the Commissioner to endorse any preferred stock certificate held by him in any corporation for the purpose of retirement and cancellation.

(Sec. 2, 48 Stat. 1246, as amended; sec. 211, 52 Stat. 23, as amended; sec. 607, 55 Stat. 61, as amended; sec. 712, 62 Stat. 1281, as amended; sec. 907, 65 Stat. 301, as amended; sec. 807, 69 Stat. 651, as amended; 12 U.S.C. 1703, 1715b, 1742, 1747k, 1748f, 1750f)

Issued at Washington, D.C., August 3, 1962.

NEAL J. HARDY,
Federal Housing Commissioner.

[F.R. Doc. 62-7948; Filed, Aug. 8, 1962; 8:53 a.m.]

Title 41—PUBLIC CONTRACTS

Chapter 5—General Services Administration

PART 5-54—PATENTS AND COPYRIGHTS

Part 5-54 is added to read as follows:

Sec.
5-54.000 Scope of part.

Subpart 5-54.1—Patents

5-54.101 General.
5-54.102 Protection of the rights of the Government.
5-54.103 Patent indemnification of the Government by the contractor.
5-54.104 Notice and assistance regarding patent infringement.

Subpart 5-54.2—Copyrights

5-54.201 General.
5-54.202 Use and publication by the Government of copyrighted material.
5-54.203 Contracts for use of copyrightable material.
5-54.204 Copyright clause.

AUTHORITY: §§ 5-54.000 to 5-54.204 issued under sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c).

§ 5-54.000 Scope of part.

This part prescribes policy and procedures to be followed on patents and related matters, and on copyrights and copyrighted materials; prescribes contract clauses to be used; and provides for assistance in developing clauses when it is not feasible to use prescribed clauses.

Subpart 5-54.1—Patents

§ 5-54.101 General.

Patents are granted for any new and useful process, machine, manufacture or

composition of matter, or any improvement thereof, and any new, original and ornamental design for an article of manufacture. Infringement consists of the unauthorized making, using, or selling of any patented invention.

§ 5–54.102 Protection of the rights of the Government.

The contracting officer shall observe the following, with respect to patents, in connection with contracting:

(a) Protection of the Government against patent risks in contracts.

(b) Securing to the Government the patent rights to which it is entitled, particularly under contracts for experimental, research, or developmental work.

(c) Assuring that the Government does not make royalty payments where the Government has acquired a royalty-free license or other patent rights which make such payments unnecessary.

§ 5–54.103 Patent indemnification of the Government by the contractor.

In order to protect the Government from patent risks, each contract for supplies and services (other than construction) in an amount in excess of $5,000 shall contain the clause prescribed in this § 5–54.103. (For construction contracts, Standard Form 23A, General Provisions (Construction Contract), contains an appropriate Patent Indemnity clause.)

PATENT INDEMNITY

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

§ 5–54.104 Notice and assistance regarding patent infringement.

Each contract in an amount in excess of $5,000 shall contain a clause to assure that the Government will be notified of claims of infringement asserted against a contractor and any of his subcontractors in connection with the performance of Government contracts, and that the Government may obtain necessary assistance from a contractor in the event of patent infringement litigation. The contract clause required is set forth in § 1–7.101–13 and as article 13 of Standard Form 32, General Provisions (Supply Contract).

Subpart 5–54.2—Copyrights

§ 5–54.201 General.

A copyright is the exclusive right to the publication, production, or sale of the rights to a literary, dramatic, musical, or artistic work, or to the use of a manufacturing or merchandising label, granted by law for a definite period of years to an author, composer, artist, distributor, etc.

§ 5–54.202 Use and publication by the Government of copyrighted material.

It is general Government policy that copyrighted matter will not knowingly be incorporated in publications prepared by or for the Government except with the written consent of the copyright owner.

§ 5–54.203 Contracts for use of copyrightable material.

In any contract under which material subject to copyright is to be furnished, the Government should receive at least a royalty-free, nonexclusive and irrevocable license with respect to such material first produced or composed under the contract. Except in those instances where it is desirable that copyrightable material produced under contract for the Government shall either be placed in the public domain or a copyright established in the name of the author and assigned to the Government, and except in connection with contracts for motion pictures or the production of motion pictures and affiliated activities (e.g., preparation of scripts, translations, adaptations, etc.), it shall be the policy to acquire only such license right in any copyrightable material leaving the contractor free to take out a copyright in his own name, if he so desires. In the event the contractor should incorporate copyrighted or copyrightable material already owned by it or others in the material furnished to the Government, the license should contain a provision whereby the Government is also granted a royalty-free license with respect to such material if the contractor may grant such a license without becoming liable to pay compensation because of such grant. The foregoing generally applies whether the material subject to copyright is the main item of a contract or is merely incidental.

§ 5–54.204 Copyright clause.

Whenever an occasion arises which requires the use of such clauses, request should be made of appropriate legal counsel for the drafting of a suitable clause. Complete information should accompany the request.

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

Dated: August 2, 1962.

LAWSON B. KNOTT, Jr.,
Acting Administrator.

[F.R. Doc. 62–7942; Filed, Aug. 8, 1962; 8:52 a.m.]

Chapter 9—Atomic Energy Commission

PART 9–4—SPECIAL TYPES AND METHODS OF PROCUREMENT

Subpart 9–4.50—Indemnification of AEC Contractors

Subpart 9–4.50 is hereby added.

Sec.

AUTHORITY: §§ 9–4.5000 to 9–4.5011 issued under sec. 161, Stat. 948; 42 U.S.C. 2201; sec. 205, 63 Stat. 390; 40 U.S.C. 486.

§ 9–4.5000 Scope of subpart.

This subpart describes the established policies of the Atomic Energy Commission concerning (a) indemnification of AEC contractors against public liability for a nuclear incident arising out of or in connection with the contract activity and (b) indemnification of AEC contractors against liability for nonnuclear risks arising out of or in connection with the contract activity.

§ 9–4.5001 Applicability.

(a) With respect to indemnification against public liability for a nuclear incident the pertinent policies and procedures set forth in this subpart shall be applicable in entering into indemnity agreements with:

(1) AEC contractors engaged in the operation of production or utilization facilities,

(2) AEC contractors whose work entails the risk of public liability for a substantial nuclear incident.

(b) With respect to indemnification against liability for nonnuclear risks, the pertinent policies and procedures set forth in this subpart shall be applicable in entering into indemnity agreements with any AEC contractors.

§ 9–4.5002 Definitions.

(a) The term "AEC contractor" means any AEC prime contractor, including any agency of the Federal Government with which AEC has entered into an interagency agreement.

(b) The term "construction contractor" means an AEC contractor who is constructing an installation for AEC which, when completed, will be a production or utilization facility.

(c) The term "nuclear incident" means any occurrence within the United States causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, aris-

ing out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or byproduct material.

(d) The term "person indemnified" means the person with whom an indemnity agreement is executed and any other person who may be liable for public liability.

(e) The term "production facility" means:

(1) Any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233; or

(2) Any facility designed or used for the separation of the isotopes of uranium or the isotopes of plutonium, except laboratory scale facilities designed or used for experimental or analytical purposes only; or

(3) Any facility designed or used for the processing of irradiated materials containing special nuclear material, except laboratory scale facilities designed or used for experimental or analytical purposes only.

(f) The term "public liability" means any legal liability (including liability for loss of, or damage to, or loss of use of property which is located at the site of and used in connection with the contract activity) arising out of or resulting from a nuclear incident, except: (1) Claims under State or Federal workmen's compensation acts of employees of persons indemnified who are employed at the site of and in connection with the activity where the nuclear incident occurs and (2) claims arising out of an act of war. "Public liability" also includes damage to property of persons indemnified: *Provided,* That such property is covered under the terms of any financial protection that may be required, except property which is located at the site of and used in connection with the activity where the nuclear incident occurs.

(g) The term "substantial nuclear incident"—see § 9–4.5005.

(h) The term "utilization facility" means any nuclear reactor other than one designed or used primarily for the formation of plutonium or U–233.

(i) The term "nuclear reactor" means an apparatus, other than an atomic weapon, designed or used to sustain nuclear fission in a self-supporting chain reaction.

§ 9–4.5003 Statutory indemnity—section 170(d) of the Atomic Energy Act of 1954, as amended.

Section 170(d) of the Atomic Energy Act of 1954, as amended, authorizes the AEC "to enter into agreements of indemnification with its contractors for the construction or operation of production or utilization facilities or other activities under contracts for the benefit of the United States involving activities under the risk of public liability for a substantial nuclear incident." Contractors identified in § 9–4.5001(a) are eligible for such statutory indemnity.

§ 9–4.5004 Authority of Managers of Field Offices to negotiate statutory indemnity agreements.

(a) Managers of Field Offices are authorized to negotiate statutory indemnity agreements with contractors identified in § 9–4.5001(a)(1).

(b) Pursuant to § 9–4.5005, Managers of Field Offices are authorized to enter into a statutory indemnity agreement whenever it has been determined that a contractor in subparagraph (2) of § 9–4.5001(a) is engaged in activities involving the risk of public liability for a substantial nuclear incident. Such a determination may be based upon either the risk of liability for the occurrence of a substantial nuclear incident in the course of performance of the contract work or the risk of liability for a substantial nuclear incident caused by a product delivered to or for AEC under the contract where such product is expected to be used in connection with a facility or device not covered by a statutory indemnity agreement. If, pursuant to § 9–4.5005, a Manager of a Field Office determines that the maximum conceivable damage which could result from a nuclear incident arising in the course of a contractor's activities falls between one million dollars and sixty million dollars, he shall submit the proposed indemnification with a recommendation, and all supporting data, to the Assistant General Manager for Operations for appropriate action.

§ 9–4.5005 Substantial nuclear incident.

With respect to subparagraph (2) of § 9–4.5001(a), and pursuant to the provisions of § 9–4.5004, a Manager of a Field Office may be required to determine whether a contractor's activities involve the risk of public liability for a substantial nuclear incident and thus make the contractor eligible to obtain a statutory indemnity agreement from the AEC. The determination by a Manager of a Field Office shall be based on the following criteria:

If, after a study of the maximum conceivable damage which can result from an incident arising out of or in connection with the contractor's activities, the Manager of a Field Office concludes that the maximum conceivable damage per incident to property and persons is 60 million dollars or more, then the contractor may be found to be under risk of public liability for a substantial nuclear incident and the Manager of a Field Office is authorized to execute a statute indemnity agreement under such a contract. If such a study of the maximum conceivable damage indicates a figure of 1 million dollars or less, the contractor should not be considered to have a risk of public liability for a substantial nuclear incident and, therefore, should not be made a party to a statutory indemnity agreement. If the study indicates that the maximum conceivable damage falls between 1 million dollars and 60 million dollars, the Manager of a Field Office will submit the proposed indemnification of such contractor to the Assistant General Manager for Operations with a recommendation and all supporting data.

The Assistant General Manager for Operations, on such a recommendation, may take one of the following actions:

(a) Determine that the contractor is under risk of public liability for a substantial nuclear incident and that the contractor should be extended a statutory indemnity agreement.

(b) Determine that the contractor should not be extended a statutory indemnity. In this case the Assistant General Manager for Operations may authorize the Manager of a Field Office to authorize the contractor to purchase nuclear liability insurance or to offer the contractor a general authority indemnity agreement.

§ 9–4.5006 Statutory indemnity contract article.

The contract article contained in AECPR 9–7.5004–24 shall be incorporated in all contracts in which a statutory indemnity agreement is to be included upon a determination that the contractor is under risk of public liability for the occurrence of a substantial nuclear incident in the course of performance of the contract work. The contract article contained in AECPR 9–7.5004–25 shall be incorporated in all contracts in which a statutory indemnity agreement is to be included upon a determination that the contractor is under risk of public liability only for a substantial nuclear incident caused by a product delivered to or for AEC under the contract where such product is expected to be used in connection with a facility or device not covered by a statutory indemnity agreement.

§ 9–4.5007 Contractual assurance.

Managers of Field Offices are authorized to include in all contracts for

(a) Architect-engineer services in connection with the construction of a production or utilization facility;

(b) The supply of component parts (including construction contracts where the work does not entail the risk of occurrence of a substantial nuclear incident) for a production or utilization facility; and

(c) The supply of equipment or services which would be a part of, or contribute to, or be used in connection with the construction or operation of a production or utilization facility,

assurances that the AEC will enter into a statutory indemnity agreement with the contractor who will operate a facility on its completion. Assurances will be given, however, only to those contractors and suppliers who might be held liable in connection with a substantial nuclear incident occurring after completion of the facility. The form of contractual assurance which shall be utilized is contained in AECPR 9–7.5004–26.

§ 9–4.5008 "Representation" for use in subcontracts and purchase orders of prime contractor holding statutory indemnity agreement.

An AEC contractor with whom a statutory indemnity agreement has been executed in the form contained in AECPR 9–7.5004–24 may include in any of its subcontracts and purchase orders a representation that the work under the prime contract is covered by a statutory indemnity agreement with the AEC and that this indemnity covers all persons who may be liable for public liability for any nuclear incident arising out of or in connection with the activity under the prime contract. A suggested form of "representation" follows:

The Contractor represents that there is included in its prime contract with the Commission an indemnity agreement, entered into by the Commission under the authority of Section 170 of the Atomic Energy Act of 1954, as amended by Public Law

85–256 (the "Price-Anderson Act"), a copy of which may be obtained from the Contractor [is attached hereto]; that, under said agreement, the Commission has agreed to indemnify the Contractor and other persons indemnified, including the subcontractor, against claims for public liability (as defined in said Act) arising out of or in connection with the contractual activity; that the indemnity applies to covered nuclear incidents which (i) take place at a "contract location" (which term, as defined in the indemnity agreement, does not include the location of the subcontractor's plant and facilities); or (ii) arise out of or in the course of transportation of source, special nuclear or byproduct material to or from a "contract location"; or (iii) involve items produced or delivered under the prime contract. The obligation of the Commission to indemnify is subject to the conditions stated in the indemnity agreement.

The AEC will not approve the inclusion, in the subcontracts and purchase orders of an indemnified prime contractor, of any provision whereby the prime contractor indemnifies the subcontractor or supplier against public liability for a nuclear incident since any such liability will be covered by the statutory indemnity agreement of the prime contractor.

§ 9–4.5009 Fees.

No fee will be charged an AEC contractor for a statutory indemnity agreement.

§ 9–4.5010 Financial protection requirements.

(a) AEC contractors with whom statutory indemnity agreements under the authority of section 170(d) of the Act are executed will not normally be required or permitted to furnish financial protection by purchase of insurance to cover public liability for nuclear incidents, except (1) that AEC contractors now covered by insurance against such liability, with the approval of the AEC may continue to carry such insurance, and (2) with the approval of the Controller, contractors engaged in the operation of AEC facilities may be required or permitted to furnish financial protection in an amount not to exceed one million dollars.

(b) If nuclear liability insurance is carried by a contractor who is an AEC licensee, the AEC will pay an equitable portion of the insurance premium under its contract (or would include such an item in the calculation of a fixed price), but normally a statutory indemnity agreement would not be granted under the contract.

§ 9–4.5011 General contract authority indemnity.

(a) The AEC has general contract authority to enter into indemnity agreements with its contractors. Under such authority a certain measure of protection is extended to the AEC contractor against risk of liability, but the assumption of liability by the AEC will be expressly subject to the availability of appropriated funds. Prior to enactment of section 170 of the Atomic Energy Act of 1954, as amended, this authority was exercised in a number of AEC contracts and this type of indemnification remains in some AEC contracts.

(b) It is the policy of the AEC, subsequent to the enactment of section 170, to restrict indemnity agreements with AEC contractors, with respect to protection against public liability for a nuclear incident, to the statutory indemnity provided under section 170. However, it is recognized that circumstances may exist under which an AEC contractor may be exposed to a risk of public liability for a nuclear occurrence which would not be covered by the statutory indemnity.

(c) While it is normally AEC policy to require its contractors to obtain insurance coverage against public liability for nonnuclear risks, there may be circumstances in which a contractual indemnity may be warranted to protect an AEC contractor against liability for uninsured nonnuclear risks.

(d) If circumstances as mentioned in paragraph (b) or (c) of this section do arise, it shall be the responsibility of the Manager of a Field Office to submit to the Assistant General Manager for Operations for his review and decision all pertinent information concerning the need for or desirability of providing a general authority indemnity to an AEC contractor.

(e) Where the indemnified risk is nonnuclear, the amount of general authority indemnity extended to a fixed-price contractor should normally have a maximum obligation equivalent to the amount of insurance that the contractor usually carries to cover such risks in his other commercial operations or, if the risk involved is dissimilar to those normally encountered by the contractor, the amount that he otherwise would have reasonably procured to insure this contract risk.

(f) In the event that an AEC contractor has been extended both a statutory indemnity and a general authority indemnity, the general authority indemnity will not apply to the extent that the statutory indemnity applies.

(g) The provisions of this subsection do not restrict or affect the policy of the AEC to reimburse its cost-type contractors for the allowable cost of losses and expenses incurred in the performance of the contract work, within the maximum amount of the contract obligation. See AECPR 9–7.5006–9, –10, and –12.

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

Dated at Germantown, Md., this 2d day of August 1962.

For the U.S. Atomic Energy Commission.

JAMES SCAMMAHORN,
Acting Director,
Division of Contracts.

[F.R. Doc. 62–7910; Filed, Aug. 8, 1962; 8:45 a.m.]

PART 9–7—CONTRACT CLAUSES

Subpart 9–7.50—Use of Standard Clauses

MISCELLANEOUS AMENDMENTS

§ 9–7.5004–11 [Amendment]

In § 9–7.5004–11 *Security,* paragraph (d) is deleted and the following substituted:

(d) *Security clearance of personnel.* The Contractor shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements.

Section 9–7.5004–19 is deleted and the following substituted:

§ 9–7.5004–19 Required bonds and insurance—exclusive of Government property.

(COST-TYPE CONTRACTS AND SUBCONTRACTS)

The Contractor (subcontractor) shall procure and maintain such bonds and insurance as are required by law or by the written direction of the *Contracting Officer* (contractor with the concurrence of the Contracting Officer). The terms of any such bond or insurance policy shall be submitted to the *Contracting Officer for approval,* upon request (contractor for transmittal to the Contracting Officer for approval). In view of the provisions of the article entitled "Property" the *contractor* (subcontractor) shall not procure or maintain for its own protection any insurance (including self-insurance or reserves) covering loss or destruction of or damage to Government-owned property.

NOTE: In the case of subcontracts, the italicized portions are superseded by the portion in parentheses immediately following.

Section 9–7.5004–22 is deleted and the following substituted:

§ 9–7.5004–22 Disclosure of information.

(a) It is mutually expected that the activities under this contract will not involve Restricted Data or other classified information or material. It is understood, however, that if in the opinion of either party this expectation changes prior to the expiration or termination of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the Contractor shall classify, safeguard, and otherwise act with respect to all Restricted Data and other classified information and material, in accordance with applicable law and the requirements of the Commission, and shall promptly inform the Commission in writing if and when Restricted Data or other classified information or material becomes involved. If and when Restricted Data or other classified information or material becomes involved, or in the mutual judgment of the parties it appears likely that Restricted Data or other classified information or material may become involved, the Contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.

(b) The Contractor shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of

1954, as amended, and the Commission's regulations or requirements.

(c) The term "Restricted Data" as used in this Article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material, or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

NOTE A: This clause should be used in place of the clause entitled "Classification" set forth in § 9-7.5004-21 in Contracts with Educational Institutions for Off-Site Research that are not likely to produce Restricted Data or classified information.

The following sections are added:

§ 9-7.5004-24 Nuclear hazards indemnity.

(a) This article is incorporated into this contract pursuant to the authority contained in subsection 170(d) of the Atomic Energy Act of 1954, as amended (hereinafter called the Act).

(1) The definitions set out in the Act shall apply to this article.

(2) The term "contract location" means any Commission facility, installation, or site at which contractual activity under this contract is being carried on, and any Contractor-owned or controlled facility, installation, or site at which the Contractor is engaged in the performance of contractual activity under this contract.

(b) Except as hereafter permitted or required in writing by the Commission, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability. The Commission may at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as the Commission shall determine to be appropriate to cover public liability arising out of or in connection with the contractual activity, provided that the costs of such financial protection will be reimbursed to the Contractor by the Commission.

(c)(1) To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by the Commission, the Commission will indemnify the Contractor, and other persons indemnified, against (i) claims for public liability as described in paragraph (2) of this section (c); and (ii) the reasonable costs of investigating and settling claims, and defending suits for damage for such public liability, provided that the Commission's liability under all indemnity agreements entered into by the Commission under section 170 of the Act, including this contract, shall not exceed $500,000,000, including such reasonable costs, in the aggregate for each nuclear incident, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in paragraph (1) of this section is public liability which (i) arises out of or in connection with the contractual activity; and (ii) arises out of or results from:

(i) a nuclear incident which takes place at a contract location; or

(ii) a nuclear incident which takes place at any other location and arises out of or in the course of the performance of contractual activity under this contract by the Contractor's employees, individual consultants, borrowed personnel or other persons for the consequences of whose acts or omissions the Contractor is liable, provided that such incident is not covered by any other indemnity agreement entered into by the Commission pursuant to section 170 of the Act; or

(iii) a nuclear incident which arises out of or in the course of transportation of source, special nuclear, or byproduct materials to or from a contract location; provided such incident is not covered by any indemnity agreement entered into by the Commission with the transporting carrier, or with a carrier's organization acting for the benefit of the transporting carrier, or with a licensee of the Commission, pursuant to section 170 of the Act; or

(iv) a nuclear incident which involves items (such as equipment, material, facilities, or design or other data) produced or delivered under this contract, provided such incident is not covered by any other indemnity agreement entered into by the Commission pursuant to section 170 of the Act.

(d)(1) When the Commission shall determine that the Government will probably be required to make indemnity payments under the provisions of section (c) above, the Commission shall have the right to, and shall, collaborate with the Contractor and any other person indemnified in the settlement or defense of any claim and shall have the right (i) to require the prior approval of the Commission for the payment of any claim that the Commission may be required to indemnify hereunder, and (ii) to appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that the Commission may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(2) [Here add any obligations of the Contractor under the Litigation and Claims article which are not included in (d)(1).]

(e) The indemnity provided by this Article shall not apply to public liability arising out of or in connection with any activity that is performed at a licensed facility, and that is covered by a Commission indemnity agreement authorized by section 170 of the Act.

(f) The obligations of the Commission under this article shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this contract, and shall be unaffected by the death, disability or termination of existence of the Contractor or by the completion, termination or expiration of this contract.

(g) The parties to this contract enter into this article upon the condition that this Article may be amended at any time by the mutual written agreement of the Commission and the Contractor and that such amendment may, by its express terms, provide that it will apply to any nuclear incidents which occur thereafter.

(h) The provisions of this Article shall not be limited in any way by, and shall be interpreted without reference to, any other Article of this contract [, including Article ____-Disputes]; provided, however, that the following provisions of this contract: Article ____, Covenant Against Contingent Fees; Article ____, Officials Not to Benefit; Article ____, Assignment; and Article ____, Examination of Records; and any provisions later added to this contract which, under applicable Federal law, including statutes, executive orders and regulations, are required to be included in agreements of the type contained in this Article, shall apply to this Article.

(i) (The following section will be included in those contracts containing indemnity agreements executed under the general contract authority of the AEC.)

To the extent that the Contractor is compensated by any financial protection, or is indemnified pursuant to this article, or is effectively relieved of public liability by an order or orders limiting same pursuant to section 170e of the Atomic Energy Act of 1954, as amended, the provisions of Article ____ (General Authority Indemnity) shall not apply.

§ 9-7.5004-25 Nuclear hazards indemnity—product liability.

(a) This article is incorporated into this contract pursuant to the authority contained in section 170 of the Atomic Energy Act of 1954, as amended (hereinafter called the Act).

(1) The definitions set out in the Act shall apply to this article.

(2) The term "product delivered under the contract" means any material; equipment; device; drawing; specification or technical data made, proposed or acquired by the Contractor in the course of performance of the contract and delivered to the Commission or to any other person as directed or approved by the Commission.

(b) Except as hereafter permitted or required in writing by the Commission, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability. The Commission may at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as the Commission shall determine to be appropriate to cover public liability against which the Contractor is indemnified hereunder, provide that the costs of such financial protection will be reimbursed to the Contractor by the Commission.

(c)(1) To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by the Commission, the Commission will indemnify the Contractor, and other persons indemnified, against (i) claims for public liability as described in paragraph (2) of this section (c); and (ii) the reasonable costs of investigating and settling claims, and defending suits for damage for such public liability, provided that the Commission's liability under all indemnity agreements entered into by the Commission under section 170 of the Act, including this contract, shall not exceed $500,000,000, including such reasonable costs, in the aggregate for each nuclear incident, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in paragraph (1) of this section is public liability which (i) arises out of or in connection with the contractual activity; and (ii) arises out of or results from a product delivered under the contract; but does not include liability for a nuclear incident which is covered by any other indemnity agreement entered into by the Commission pursuant to section 170 of the Act.

(d)(1) When the Commission shall determine that the Government will probably be required to make indemnity payments under the provisions of section (c) above, the Commission shall have the right to, and shall, collaborate with the Contractor and any other person indemnified in the settlement or defense of any claim and shall have the right (i) to require the prior approval of the Commission for the payment of any claim that the Commission may be required to indemnify hereunder, and (ii) to appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that the Commission may be required to indemnify hereunder, take charge of such action, and settle or defend any of such action. If the settlement or defense of any such action or claim is undertaken by the Commission, the Contractor shall furnish all reasonable

assistance in effecting a settlement or asserting a defense.

(2) (Here add any obligations of the Contractor under the Litigation and Claims article which are not included in (d)(1).)

(f) The obligations of the Commission under this article shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this contract, and shall be unaffected by the death, disability or termination of existence of the Contractor or by the completion, termination or expiration of this contract.

(g) The parties to this contract enter into this article upon the condition that this article may be amended at any time by the mutual written agreement of the Commission and the Contractor and that such amendment may, by its express terms, provide that it will apply to any nuclear incidents which occur thereafter.

(h) The provisions of this article shall not be limited in any way by, and shall be interpreted without reference to, any other article of this contract [, including Article ____, Disputes]; provided, however, that the following provisions of this contract; Article ____, Covenant Against Contingent Fees; Article ____, Officials Not to Benefit; Article ____, Assignment; and Article ____, Examination of Records; and any provisions later added to this contract which, under applicable Federal law, including statutes, executive orders and regulations, are required to be included in agreements of the type contained in this article, shall apply to this article.

(i) (The following section will be included in those contracts containing indemnity agreements executed under the general contract authority of the AEC.)

To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this article, or is effectively relieved of public liability by an order or orders limiting same pursuant to section 170e of the Atomic Energy Act of 1954, as amended, the provisions of Article ____ (General Authority Indemnity) shall not apply.

§ 9–7.5004–26 Indemnity assurance to architect-engineer or supplier prior to operation of a production or utilization facility.

(a)(1) The definitions set out in the Atomic Energy Act of 1954, as amended (hereinafter called the Act), shall apply to this article.

(2) The services or supplies furnished under this agreement are intended to be used in connection with the construction and/or operation of a production or utilization facility.

(3) The Commission will use its best efforts to include in any contract for the operation of such facility, an agreement based on the then current approved form of indemnity agreement under section 170d of the Atomic Energy Act of 1954, as amended, whereby the Commission will indemnify all persons indemnified, including the Contractor, against public liability for nuclear incidents arising out of or in connection with contractual activities under the contract for the operation of said facility, in accordance with the authority provided in subsection 170d of the Act.

(4)(a) The Commission will enter into an indemnity agreement, in accordance with the authority provided in subsection 170d of the Act, with the Contractor, without further consideration from the Contractor, at any time when all of the following circumstances are present:

(i) The services or supplies furnished under this contract are being used in connection with any activity or situation which involves a risk of substantial nuclear incident; and

(ii) There is not in effect an indemnity agreement as described in section (3) of this clause, and

(iii) The Commission's authority to enter into agreements of indemnification under section 170(d) of the Act has not expired or been so amended as to deprive the Commission of authority to enter into such an agreement.

(b) In that agreement the Commission will indemnify the Contractor and other persons indemnified against public liability arising out of or in connection with the contractual activity of this contract.

(c) Such agreement will be based on the then current approved form of section 170d indemnity agreement used in contracts between the Commission and its contractors, and shall further include an obligation to indemnify the Contractor, and persons indemnified, for such public liability arising out of or resulting from nuclear incidents occurring between the time when the services or supplies furnished under this contract are first used in connection with any activity or situation which involves risk of a substantial nuclear incident and the time when such agreement is executed.

(d) The indemnity provided by the Commission under all indemnity agreements entered into by the Commission under section 170 of the Act, including this agreement, shall not exceed $500,000,000 in the aggregate for each nuclear incident, without regard to the number of persons indemnified, including the reasonable costs of investigation and settling claims and defending suits for damages.

Section 9–7.5005–15 is deleted and the following substituted:

§ 9–7.5005–15 Small Business Subcontracting Program.

See § 1–7.101–26 of this title.

Section 9–7.5005–16 reading as follows is added:

§ 9–7.5005–16 Labor surplus area subcontracting program.

See § 1–7.101–27.

Section 9–7.5005–17 reading as follows is added:

§ 9–7.5005–17 Changes to make-or-buy program.

See § 1–3.902–3.

§ 9–7.5006–25 [Amendment]

In § 9–7.5006–25, paragraphs (b) and (f)(1) are deleted and the following substituted:

(b) *Payments on account of fixed fee.* The fixed fee shall become due and payable in periodic installments in amounts based on the proportion of the work then completed as determined by the Contracting Officer. In making such periodic payments there shall be retained (10 or 15) percent from each payment which retained amounts shall be paid upon completion and acceptance of all work under this contract; provided, however, that the Contracting officer may at any time the amount of the retained fixed fee equals One Hundred Thousand Dollars ($100,000) make payments of any of the remaining periodic installments of the fixed fee in full.

* * * * *

(f)(1) An assignment to the Government in form and substance satisfactory to the Contracting Officer of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and § 9–7.5006–26.

Note A and reference to Note A at end of § 9–7.5006–25(f) are deleted.

§ 9–7.5006–27 [Amendment]

In § 9–7.5006–27, Note B and reference to Note B at the end of paragraph (e) are deleted.

§ 9–7.5007 [Deletion]

Section 9–7.5007 is deleted.

The following sections are added:

§ 9–7.5006–37 Established price article for standard off-the-shelf items (Escalation).

This article should not be used unless a substantial portion of the contractor's business is with purchasers other than the Government. The article can be used in open-end or indefinite quantity contracts, but its use is not limited to such contracts.

Established price article for standard off-the-shelf items (Escalation)

(a) The Contractor hereby warrants that the unit prices stated herein at the effective date hereof are not in excess of the Contractor's applicable established prices for like quantities of the supplies covered by this contract. The Contractor shall notify the Contracting Officer of each decrease in any such established prices and each applicable contract unit price shall be decreased accordingly. Any decrease in a unit price shall become effective concurrently with the effective date of each applicable decrease in Contractor's established price and the contract shall be amended accordingly.

(b) The Contractor may at any time, or from time to time, during the performance of the contract request in writing an upward adjustment in any of the contract unit prices to be effective as from a date to be specified by the Contractor, subject to the following conditions:

(1) No unit price shall be increased in accordance with such request by a greater percentage than the applicable established price is increased.

(2) The aggregate of the increases in any unit price made under this paragraph shall not exceed 10 percent of the original applicable contract unit price.

(3) No adjusted unit price shall be effective earlier than the effective date of any increase in the applicable established price.

(c) In the event the requested adjustment in any contract unit price is acceptable to the Contracting Officer, he shall not later than 20 days after the date of receipt by him of the request so notify the Contractor and the contract shall be modified accordingly. If any such requested adjustment in a unit price is not acceptable to the Contracting Officer, he shall so notify the Contractor in writing within 20 days from the date of receipt by him of the Contractor's said notice; and unless an agreement can be reached as to the amount of increase, the Government may cancel without liability to either party the Contractor's right to proceed with performance of the portion of the contract which is undelivered at the time of such cancellation.

(d) If notice of cancellation is not sent to the Contractor within 30 days after receipt by the Contracting Officer of the Contractor's request, supplies delivered subsequent to the date specified in such request, and prior to the effective date of any subsequent increase or decrease in Contractor's applicable established prices, shall be paid for at the applicable increased unit prices so requested, provided such requested increases satisfy all of the conditions and do not exceed the limitations of paragraph (b).

(e) The Contractor also agrees to give the Government any and all discount benefits extended to any company, agency, organization, or individual purchasing or handling like quantities of the supplies covered by this contract.

§ 9–7.5006–38 Established price article for semistandard items (Escalation).

This article pegs the price of a semistandard item to the "nearest commercial equivalent" for which there is an established price. The article should not be used if the Contractor does not customarily deal in standard items and if the standard items or "nearest commercial equivalents" to which the contract unit prices are pegged are not items for which the Contractor has an active commercial market. As required by the provisions of paragraph (c) of the article, agreement must be reached as to the "nearest commercial equivalent" for each contract item and its established price at the date of the contract must be set forth in that paragraph. This article should not be used unless a substantial portion of the Contractor's business is with purchasers other than the Government, nor should it be used if the Contractor will accept some other more suitable article (for example the articles suggested in § 9–7.5006–39 and § 9–7.5006–40).

Established price article for semistandard items (Escalation)

(a) The Contractor warrants that the materials covered by this contract are materials which the Contractor customarily offers for sale commercially, modified in accordance with the specifications of this contract, and that any differences between the prices provided herein at the effective date hereof and its established or published prices for like quantities of the materials which are the nearest commercial equivalents of the materials covered by this contract (hereinafter referred to as "the established prices") are due to differences in costs resulting from compliance with such specifications. If at any time during the performance of this contract any of the established prices are reduced, each applicable price set forth herein (which, as changed at any time or from time to time in accordance with the provisions of the article hereof entitled "Changes," are hereinafter referred to as "the contract prices") shall be reduced by the same percentage that such established price is reduced. Upon such a reduction in any of the established prices the Contractor shall advise the Contracting Officer of the reduction to be made in any of the contract prices and the effective date of the reduction in the applicable established price. Any such reduced price shall be effective as to deliveries made on and after the effective date of the reduction in the applicable established price and the contract shall be modified accordingly.

(b) If at any time during the performance of the contract any of the established prices are increased, the Contractor may request in writing the same percentage increase in the applicable contract price of the material to be delivered after a date not earlier than the date the request is mailed to the Contracting Officer, provided, that the Contractor may not request under this article a unit price for any item which will exceed by more than 10 percent the original contract unit price. In the event the requested adjustment in any contract unit price is acceptable to the Contracting Officer, he shall not later than twenty days after the receipt of the request so notify the Contractor, and the contract shall be modified accordingly. If the requested upward adjustment in price is not acceptable to the Contracting Officer and he shall so indicate by withholding approval of it for a period of twenty days from the date of delivery to him of the Contractor's written request, and if within a succeeding ten day period the Contractor shall not elect to continue deliveries at the prices in effect immediately prior to his request, then the contract shall be deemed to have been terminated for the convenience of the Government pursuant to the Article hereof entitled "Terminations," only with respect to the item or items for which the Contracting Officer has so withheld approval of the requested upward adjustment.

(c) For the purposes of this section, it is agreed by the Contractor and the Government that the nearest commercial equivalent of the material covered by this contract is ---------- and that the established price therefor, at the effective date hereof is $------.

§ 9–7.5006–39 General price escalation article involving cost breakdowns.

This article can be used in fixed-price contracts for standard, semistandard, or nonstandard items. The provision in paragraph (b) of the article limiting adjustments to amounts equivalent to at least 3 percent of the then aggregate contract price should not be considered inflexible. In the case of a large contract, the Contractor might insist on the use of a lower percentage figure. In the case of a small contract, it might be in the interest of the Government to use a higher percentage figure. There does not appear to be any objection to the use of a reasonable dollar amount in lieu of a percentage figure.

General price escalation article involving cost breakdowns

(a) The Contractor represents and warrants that the prices set forth in this contract do not include any contingency allowance to cover the possibility of increased costs of performance resulting from increases in either (1) the Contractor's rates of pay for labor employed by him; or (2) the prices which the Contractor is required to pay for material. The Contractor further represents and warrants that the net price or prices paid or to be paid by the Government under this contract do not and shall not exceed those paid by any other purchaser or consignee for like quantities of the same or similar supplies. The Contractor also agrees to give the Government any and all discount benefits extended by it to any other purchaser or consignee purchasing or handling like quantities of the same or similar supplies covered by this contract.

(b) In the event that, at any time during the performance of this contract, the Contractor shall pay rates of pay for direct labor employed by him or prices for direct material in excess of or less than those current as of the date of this contract, provided that any such change would result in an increase or decrease of at least three percent (3%) of the then aggregate contract price of the uncompleted units of the contract, then in either such event the unit prices set forth in this contract may be revised upward or downward in accordance with the provisions of paragraph (c) hereof, with respect to the units completed subsequent to the effective date of any such increase or decrease by an amount equivalent to the increase or decrease in cost per uncompleted unit occasioned by the increase or decrease in direct labor wage rates or in prices for direct material or in both.

(c) Not later than twenty (20) days after the effective date of any increase or decrease as referred to in paragraph (b) hereof, the Contractor may notify the Contracting Officer of any such increase, and shall notify the Contracting Officer of any such decrease, and with such notification shall submit a supporting cost breakdown. Such cost breakdown will:

(1) Be prepared in accordance with recognized commercial accounting principles.

(2) Indicate changes in estimated direct labor and direct material costs resulting from any increase or decrease as referred to in paragaph (b) hereof.

(3) Be signed by a responsible official of the Contractor. Upon the basis of such notification and cost breakdown, and such other data as may be available to the Contracting Officer or as shall be furnished to him upon request to the Contractor, a price adjustment to reflect the increase or decrease in costs as referred to in paragraph (b) hereof shall be determined by mutual agreement between the Contractor and the Contracting Officer, and shall be set forth in an amendment to this contract. In the event that the Contractor fails to give notice of any decrease as required herein, a downward adjustment shall be later effected with respect to units completed subsequent to the effective date of any such decrease.

(d) Price adjustments may be agreed upon, at any time and from time to time during the performance of this contract, in accordance with the provisions of this article. In no event, however, shall any price adjustments be made:

(1) For increased or decreased costs resulting from an increase or decrease as related to the original contract estimates, in number of hours of labor, in amounts of material purchased, or in overhead charges; or

(2) Which would increase or decrease the estimated dollar amount of profit per unit originally included in the contract price.

(e) The increase or accumulated increases in unit prices made under this article shall not exceed ten percent (10%) of the original contract unit price.

(f) Pending a determination of any price adjustment under this article the Contractor shall continue deliveries hereunder. Failure of the parties to agree upon a price adjustment pursuant to the provisions of this Article shall be deemed to be a dispute as to a question of fact within the meaning of the Article of this Contract entitled "Disputes."

§ 9–7.5006–40 General price escalation article (no cost breakdowns).

This article may be used in lieu of the article described in AECPR 9–7.5006–39 in instances where the Contractor is either unable or unwilling to furnish a cost breakdown. In such instances, prices should be otherwise adequately justified and the contract should normally be for less than $100,000.

General price escalation article (no cost breakdowns)

(a) The Contractor represents and warrants that the prices set forth in this contract do not include any contingency allowance to cover the possibility of increased costs of performance resulting from increases in either (i) the Contractor's rates of pay for labor employed by him or (ii) the prices which the Contractor is required to pay for material. The Contractor further represents and warrants that the net price or prices paid or to be paid by the Government under this contract do not and shall not exceed those paid by any other purchaser or consignee for like quantities of the same or similar supplies. The Contractor also agrees to give the Government any and all discount benefits extended by it to any other purchaser or consignee purchasing or handling like quantities of the same or similar supplies covered by this contract.

(b) In the event that, at any time during the performance of this contract, the Contractor shall pay rates of pay for direct labor employed by him or prices for direct material in excess of or less than those current as of the date of this contract, provided that any such change would result in an increase or decrease of at least 3 percent of the then aggregate contract price of the uncompleted units of the contract, then in either such event the unit prices set forth in this contract may be revised upward or downward in accordance with the provisions of paragraph (c) hereof, with respect to units completed subsequent to the effective date of any such increase or decrease by an amount equivalent to the increase or decrease in cost per uncompleted unit occasioned by the increase or decrease in direct labor wage rates or in prices for direct material or in both.

(c) Not later than twenty (20) days after the effective date of any increase or decrease as referred to in paragraph (b) hereof, the Contractor may notify the Contracting Officer of any such increase, and shall notify the Contracting Officer of any such decrease, and with such notification shall submit evidence of costs satisfactory to the Contracting Officer. Such evidence of costs (i) shall be prepared in accordance with recognized commercial accounting principles, and (ii) shall be signed by a responsible official of the Contractor. Upon the basis of such notification and evidence of costs, and such other data as may be available to the Contracting Officer or as shall be furnished to him upon request to the Contractor, a price adjustment to reflect the increase or decrease in costs as referred to in paragraph (b) hereof shall be determined by mutual agreement between the Contractor and the Contracting Officer, and shall be set forth in an amendment to this contract. In the event the Contractor fails to give notice of any decrease as required herein, a downward adjustment shall be later effected with respect to units completed subsequent to the effective date of any such decrease.

(d) Price adjustments may be agreed upon, at any time and from time to time during the performance of this contract, in accordance with the provisions of this clause. In no event, however, shall any price adjustment be made for increased or decreased costs resulting from an increase or decrease as related to the original contract estimates, in number of hours of labor, in amounts of material purchased, or in overhead charges; or which would increase or decrease the estimated dollar amount of profit per unit originally included in the contract price. The increase or accumulated increases in unit prices made under this article shall not exceed 10 percent of the original contract unit price.

(e) Pending a determination of any price adjustment under this article, the Contractor shall continue deliveries hereunder. Failure of the parties to agree upon a price adjustment pursuant to the provisions of this article shall be deemed to be a dispute as to a question of fact within the meaning of the article of this contract entitled "Disputes."

§ 9–7.5006–41 Escalation article for nonstandard steel items.

This article is intended for use in those cases where the items being procured are nonstandard steel items made wholly or in major part of steel, and where the Contractor is a steel producer and actually manufactures the basic steel items, referenced in paragraph (d) of article, from which the nonstandard item is fabricated.

Escalation article for nonstandard steel items

(a) The Contractor represents that the prices set forth in this contract do not include any contingency allowance to cover the possibility of increased costs of performance resulting from increases in either (i) the Contractor's rates of pay for labor employed by it, or (ii) the prices which the Contractor charges its manufacturing shops for the steel required in the performance of this contract.

(b) Each contract unit price shall be subject to revision, pursuant to the provisions of this article, to reflect changes in the costs of labor and steel. For the purpose of any such price revision, the proportion of the contract unit price attributable to costs of labor not otherwise included in the price of the steel item identified in paragraph (d) below, shall be __ percent, and the proportion of the contract unit price attributable to the cost of steel shall be __ percent.

(c) For the purposes of this clause, the term "Labor index" shall mean the average straight time hourly earnings of the contractor's employees in the [Note A] shop of the Contractor's ---------- plant for any particular month. (The word "month" as used herein means "calendar month.") Unless otherwise specified in this contract, the labor index shall be computed by dividing the total straight time payroll of the Contractor's employees in the particular shop identified above for any given month by the total number of straight time hours worked by such employees in that month. Any revision in a contract unit price to reflect changes in the cost of labor shall be computed solely by reference to the "base labor index" which shall be the average of the labor indices for the three months consisting of the month of ---------- 19__, [Note A] the month immediately preceding and the month immediately following, and to the "current labor index" which shall be the average of the labor indices for the month in which delivery of supplies is required to be made in accordance with the terms of this contract, and the month preceding.

(d) Any revision in a contract unit price to reflect changes in the cost of steel shall be computed solely by reference to the "base steel index," which shall be the Contractor's established or published price to the public including all applicable extras of $------ [Note B] per ------ unit for ------ [Note B] (description of steel item) on ---------- 19__, and the "current steel index" which shall be the Contractor's established or published price to the public of said item including all applicable extras in effect ------ [Note B] days prior to the first day of the month in which delivery of supplies is required to be made in accordance with the terms of the contract.

(e) Each contract unit price shall be revised for each month in which, by the terms of this contract, delivery of supplies is required to be made, and such revised contract unit price(s) shall apply to the deliveries of those quantities of supplies required to be made in that month regardless of when actual delivery be made of said quantities of supplies. Each revised contract unit price for any month shall be computed by adding together the following three amounts: (i) the amount (representing the adjusted cost of labor) obtained by multiplying ------ percent of the contract unit price by a fraction, the numerator of which shall be the current labor index and the denominator of which shall be the base labor index, (ii) the amount (representing the adjusted cost of steel) obtained by multiplying ------ percent of the contract unit price by a fraction the numerator of which shall be the current steel index and the denominator of which shall be the base steel index, and (iii) the amount equal to ------ percent of the original contract unit price (representing that portion of such unit price which relates neither to the cost of labor nor to the cost of steel and which is therefore not subject to revision); provided, however, that any revised contract unit price made pursuant to the provisions of this article shall in no event exceed 110% of the original contract unit price. All computations shall be made to the nearest one hundredth of one cent.

(f) Pending revisions of the contract unit price(s), if any, to be made pursuant to this article, the Contractor shall be paid the contract unit price(s) for deliveries made. Within thirty days after the final delivery of supplies, or within such further period of time as may be authorized by the Contracting Officer, the Contractor shall furnish a statement or statements signed by the official supervising accounting with respect to this contract setting forth and certifying the correctness of (i) the average straight time hourly earnings of the Contractor's employees in the ---------- shop of the Contractor which are relevant to the computations of the "base labor index" and the "current labor index," and (ii) the Contractor's established or published prices to the public including all applicable extras, for like quantities of ---------- which are relevant to the computation of the "base steel index" and the "current steel index." Upon request of the Contracting Officer or his duly authorized representative, the Contractor shall make available its records used in the computation of the labor indices. After the receipt of such certificate by the Contracting Officer, the revised contract unit price(s) shall be computed in accordance with the provisions of this article and this contract shall be amended accordingly.

(g) In the event of any total or partial termination of any item of this contract for the convenience of the Government, the month in which notice of such termination is received by the Contractor, if prior to the month in which delivery is required by this contract, shall be considered the month in which delivery of such terminated or partially terminated item is required for the purpose of determining the current labor and materials indices under paragraph (c) and (d) hereof; provided, however, that as to the quantity of such item which is not terminated for convenience, the month in which delivery is required by this contract shall continue to apply for determining said indices. In the case of termination of any item for default on the part of the Contractor, any price revision shall be limited to the quantity of each item which has been delivered by the contractor and accepted by the Government prior to receipt by the contractor of notice of termination for default.

(h) As used in this article, the phrase "the month in which delivery of supplies is required to be made in accordance with the terms of this contract" shall mean any month in which under the terms of this contract a specific quantity of units of the supplies called for by this contract is required to be delivered; provided, however, that in case the failure of the Contractor to make delivery of such quantity shall have arisen out of causes beyond the control and without the fault or negligence of the Contractor, the quantity not delivered shall be required to be delivered as promptly as possible after the cessation of the cause of such failure, and the delivery schedule set forth in this contract shall be amended accordingly. Such causes of failure include, but are not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of such causes

unless the Contracting Officer shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

(i) Failure to agree upon any determination to be made under this article shall be a dispute concerning a question of fact within the meaning of the article of this contract entitled "Disputes."

NOTE A: In the first blank in paragraph (c), there would be inserted the actual shop in which the basic steel item, identified in paragraph (d), would be finally fabricated or processed into the actual contract item. In the third blank of paragraph (c), there would be inserted the month in which the contractor submitted its quotation.

NOTE B: In the third blank in paragraph (d), there would be inserted the actual standard steel mill item used by the Contractor in the manufacture of the contract item. The price which is to be inserted in the first blank in paragraph (d) is the actual price of such item, including the base price of the material and all applicable extras in effect on the date of quotation. In the fifth blank in paragraph (d), there would be inserted the number of days which represents the contractor's best estimate of the period of time required for processing said standard steel mill item in the shop identified in paragraph (c).

§ 9–7.5006–42 Price escalation article for standard steel items.

This article for the procurement of Standard Steel Items from manufacturers is applicable to both advertised and negotiated procurement.

Price escalation article for standard steel items

(a) The Contractor hereby warrants that the unit prices stated herein on the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of formal advertising) are not in excess of the Contractor's applicable established prices for like quantities of the supplies covered by this contract. The Contractor shall notify the Contracting Officer of each decrease in any of such established prices and each applicable contract unit price shall be decreased accordingly. Any decrease in a unit price shall become effective concurrently with the effective date of each applicable decrease in Contractor's established price and the contract shall be amended accordingly.

(b) The Contractor may at any time, or from time to time, after the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of formal advertising) and during the performance of the contract request in writing an upward adjustment in any of the contract unit prices to be effective as from a date to be specified by the Contractor, subject to the following conditions:

(1) No unit price as adjusted shall exceed the Contractor's applicable established price.

(2) The aggregate of the increases in any unit price made under this paragraph shall not exceed 10 percent (10%) of the original applicable contract unit price.

(3) No adjusted unit price shall be effective earlier than the effective date of any increase in the applicable established price and no increase shall be granted unless the Contractor's applicable established price has increased subsequent to the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of formal advertising).

(c) In the event the requested adjustment in any contract unit price is acceptable to the Contracting Officer, he shall not later than 20 days after the date of receipt by him of the request so notify the Contractor and the contract shall be modified accordingly. If any such requested adjustment in a unit price is not acceptable to the Contracting Officer, he shall so notify the Contractor in writing within 20 days from the date of receipt by him of the Contractor's said notice; and unless an agreement can be reached as to the amount of increase, the Government may cancel without liability to either party the Contractor's right to proceed with performance of the portion of the contract which is undelivered at the time of such cancellation, except that the Contractor may make delivery of all or any of the supplies which a duly authorized officer of the company shall certify where completed or in the process of manufacture at the time of receipt of notice of such cancellation, and the Government shall pay for all supplies so delivered at the applicable unit price contained in the Contractor's said request and the contract shall be modified accordingly, provided, that such certification is made within 10 days after receipt of notice of such cancellation and such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (b). Supplies shall be deemed to be in the process of manufacture when the steel therefor is in any state of processing after the beginning of the furnace melt.

(d) During the period to such cancellation, the Contractor shall continue deliveries according to the terms of the contract and shall be paid therefor at the applicable increased unit prices so requested, provided, such requested increases satisfy all of the conditions and do not exceed the limitations of paragraph (b).

(e) If notice of cancellation is not sent to the Contractor within 30 days after receipt by the Contracting Officer of the Contractor's request, supplies delivered subsequent to the date specified in such request, and prior to the effective date of any subsequent increase or decrease in Contractor's applicable established prices, shall be paid for at the applicable increased unit prices so requested, provided, such requested increases satisfy all of the conditions and do not exceed the limitations of paragraph (b).

NOTE: By the deletion of the last sentence of paragraph (c) above, this clause is made suitable for use in contracts covering standard aluminum items.

§ 9–7.5006–43 Price escalation article for standard steel items (Nonproducer).

This article is intended for use in contracts with suppliers (who are not the manufacturers) of standard steel items, and ties adjustments in the contract prices to fluctuations in the manufacturer's prices to the contractor for those items.

Price escalation article for standard steel items (Nonproducer)

(a) The parties agree that if, subsequent to the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of formal advertising), the manufacturer of the supplies covered by this contract reduces his price to the Contractor for such supplies, the unit price to be paid hereunder to the Contractor shall be reduced for those supplies delivered by the Contractor after the effective date of the reduction in the manufacturer's price. In each such instance, the applicable contract unit price shall be reduced by the same amount that the manufacturer's price to the Contractor is reduced. The Contractor will notify the Contracting Officer of such reductions and the contract will be modified accordingly.

(b) The Contractor may at any time, or from time to time, after the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of formal advertising), request in writing an upward adjustment in any of the contract unit prices, subject to the following conditions:

(1) No unit price shall be increased in accordance with such request unless the manufacturer of the supplies to be delivered under this contract increases his price to the Contractor for such supplies and no increase shall be granted unless the manufacturer's applicable price has increased subsequent to the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of formal advertising).

(2) No unit price shall be increased in accordance with such request except as to those supplies delivered pursuant to the terms of this contract and for which the Contractor is req ired to pay to the manufacturer an increased price.

(3) No unit price shall be increased by an amount greater than the amount the manufacturer's price to the Contractor is increased.

(4) The aggregate of the increases in any unit price made under this section shall not exceed 10 percent of the original applicable contract unit price.

(c) In the event the requested adjustment in any contract unit price is acceptable to the Contracting Officer, he shall not later than 20 days after the date of receipt by him of the request so notify the Contractor, and the contract shall be modified accordingly. If any such requested adjustment in a unit price is not acceptable to the Contracting Officer, he shall so notify the Contractor in writing within 20 days from the date of receipt by him of the Contractor's said notice; and unless an agreement can be reached as to the amount of increase, the Government may cancel without liability to either party the Contractor's right to proceed with performance of the portion of the contract which is undelivered at the time of such cancellation.

(d) During the period prior to such cancellation, the Contractor shall continue deliveries according to the terms of the contract and shall be paid therefor at the applicable increased unit price so requested, provided such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (b).

(e) If notice of cancellation is not sent to the Contractor within thirty days after receipt by the Contracting Officer of the Contractor's request, supplies delivered subsequent to the date specified in such request, and prior to the effective date of any subsequent increase or decrease in Contractor's applicable price, shall be paid for at the applicable increased unit price so requested, provided, such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (b).

(f) Upon the written request of the Contracting Officer, the Contractor shall furnish to the Contracting Officer the manufacturer's prices (to the Contractor) for the supplies covered by this contract that were in effect on the date set for the opening of the bids (or the contract date if this is a negotiated contract rather than one entered into by means of formal advertising).

(h) *Price escalation article for standard aluminum items.* The article for Standard Steel items, AECPR 9–7.5006–42 can be made suitable for use in contracts covering standard aluminum items by deleting the last sentence of paragraph (c) of the article.

(Sec. 161, 68 Stat. 948; 42 U.S.C. 2201; sec. 205, 63 Stat. 390; 40 U.S.C. 486)

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

Dated at Germantown, Md., this 2d day of August 1962.

For the United States Atomic Energy Commission.

JAMES SCAMMAHORN,
Acting Director,
Division of Contracts.

[F.R. Doc. 62-7935; Filed, Aug. 8, 1962; 8:51 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

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

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 2713]

ALASKA

Withdrawing Lands for Protection of Facilities of Federal Aviation Agency

Correction

In F.R. Doc. 62-6357, appearing at page 6233 of the issue for Saturday, June 30, 1962, a comma should be inserted in the entry for section 8 under item 1b, so that it reads as follows: "Sec. 8, NW¼, W½NE¼, and W½E½NE¼:".

Title 50—WILDLIFE AND FISHERIES

Chapter I—Bureau of Sport Fisheries and Wildlife, Fish and Wildlife Service, Department of the Interior

PART 32—HUNTING

Fort Peck Game Range, Montana

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

§ 32.32 Special regulations; big game; for individual wildlife refuge areas.

MONTANA

FORT PECK GAME RANGE

Public hunting of big game on the Fort Peck Game Range, Montana, is permitted only on the area designated by signs as open to hunting. This open area, comprising 900,000 acres is delineated on a map available at the refuge headquarters, P.O. Box 819, Lewistown, Montana, and from the Regional Director, Bureau of Sport Fisheries and Wildlife, 1002 Northeast Holladay, Portland 8, Oregon. Hunting shall be subject to the following conditions:

(a) Species permitted to be taken: Deer.

(b) Open season: October 21 through November 25, 1962. Shooting hours—one-half hour before sunrise to one-half hour after sunset.

(c) Bag limits:

State Fish and Game Area No. 62, 2 deer, either sex. State Fish and Game Area No. 63, 1 deer, either sex. State Fish and Game Area No. 65, 1 deer, either sex. State Fish and Game Area No. 70, 2 deer, either sex. State Fish and Game Area No. 410, 2 deer, either sex.

The limit shall be 2 deer per person per license year.

(d) Methods of hunting:

1. Weapons: As prescribed by State regulations.

(e) Other provisions:

1. The provisions of this special regulation supplement the regulations which govern hunting on wildlife refuge areas generally which are set forth in Title 50, Code of Federal Regulations, Part 32.

2. A Federal permit is not required to enter the public hunting area, but hunters will report at such checking stations as may be established when entering or leaving the area.

3. The provisions of this special regulation are effective to November 26, 1962.

RICHARD E. GRIFFITH,
Acting Regional Director, Bureau of Sport Fisheries and Wildlife.

AUGUST 1, 1962.

[F.R. Doc. 62-7926; Filed, Aug. 8, 1962; 8:49 a.m.]

PART 32—HUNTING

Hart Mountain National Antelope Refuge, Oregon

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

§ 32.32 Special regulations; big game; for individual wildlife refuge areas.

OREGON

HART MOUNTAIN NATIONAL ANTELOPE REFUGE

Public hunting of big game on the Hart Mountain National Antelope Refuge is permitted only on the area designated by signs as open to hunting. This open area, comprising 151,000 acres, is delineated on a map available at the refuge headquarters and from the Regional Director, Bureau of Sport Fisheries and Wildlife, 1002 Northeast Holladay, Portland 8, Oregon. Hunting shall be subject to the following conditions:

(a) Species permitted to be taken: Deer.

(b) Open season: September 15, 1962, through September 23, 1962. Shooting hours—one-half hour before sunrise to one-half hour after sunset.

(c) Bag limits: One deer (either sex).

(d) Methods of hunting:

1. Limited to bow and arrow only.

(e) Other provisions:

1. The provisions of this special regulation supplement the regulations which govern hunting on wildlife refuge areas generally which are set forth in Title 50, Code of Federal Regulations, Part 32.

2. Camping permitted in designated areas only.

3. Guides may be employed for hunting.

4. Dogs are not permitted for hunting deer.

5. A Federal permit is not required to enter the public hunting area.

6. The provisions of this special regulation are effective to September 24, 1962.

RICHARD E. GRIFFITH,
Acting Regional Director, Bureau of Sport Fisheries and Wildlife.

JULY 30, 1962.

[F.R. Doc. 62-7927; Filed, Aug. 8, 1962; 8:49 a.m.]

PART 32—HUNTING

Malheur National Wildlife Refuge, Oregon

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

§ 32.32 Special regulations; big game; for individual wildlife refuge areas.

OREGON

MALHEUR NATIONAL WILDLIFE REFUGE

Public hunting of big game on the Malheur National Wildlife Refuge, Oregon, is permitted only on the area designated by signs as open to hunting. This open area, comprising 19,700 acres or 10 percent of the total area of the refuge, is delineated on a map available at the refuge headquarters and from the Regional Director, Bureau of Sport Fisheries and Wildlife, 1002 Northeast Holladay, Portland 8, Oregon. Hunting shall be subject to the following conditions:

(a) Species permitted to be taken: Deer.

(b) Open season: From one-half hour before sunrise to one-half hour after sunset on September 15 through 17, 1962.

(c) Bag limits: One deer.

(d) Methods of hunting:

1. Weapons—bow and arrow only. The use of a crossbow is prohibited.

2. Hunting allowed on foot only.

3. Dogs are not permitted for use in hunting deer.

(e) Other provisions:

1. The provisions of this special regulation supplement the regulations which govern hunting on wildlife refuge areas generally which are set forth in Title 50, Code of Federal Regulations, Part 32.

2. Hunters, upon entering or leaving the hunting area, must report at such checking stations as may be established.

3. No fires are allowed except at designated campgrounds.

4. Smoking on the refuge is prohibited except on designated campgrounds.

5. Travel by any method other than on foot is prohibited except on designated roads.

6. Dogs must be kept under strict control at all times.

7. No camping is permitted except at designated campgrounds.

8. A Federal permit is not required to enter the public hunting area.

9. The provisions of this special regulation are effective to September 18, 1962.

RICHARD E. GRIFFITH,
Acting Regional Director, Bureau of Sport Fisheries and Wildlife.

AUGUST 1, 1962.

[F.R. Doc. 62-7928; Filed, Aug. 8, 1962; 8:49 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Agricultural Stabilization and Conservation Service

[7 CFR Part 1032]

MILK IN SUBURBAN ST. LOUIS MARKETING AREA

Notice of Proposed Suspension of Certain Provisions of the Order

Notice is hereby given that, pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), the suspension of certain provisions of the order regulating the handling of milk in the Suburban St. Louis marketing area is being considered for the month of August 1962.

The provision proposed to be suspended is: In 1032.7(b) the following: "any number of days during the months of March through July or to the extent of not more than 10 days' production during any month from August through February".

All persons who desire to submit written data, views, or arguments in connection with the proposed suspension should file the same with the Hearing Clerk, Room 112, Administration Building, United States Department of Agriculture, Washington 25, D.C., not later than three days after publication of this notice in the FEDERAL REGISTER. All documents filed should be in quadruplicate.

Signed at Washington, D.C., on August 6, 1962.

ROBERT G. LEWIS,
Deputy Administrator, Price and Production, Agricultural Stabiliztion and Conservation Service.

[F.R. Doc. 62-7951; Filed, Aug. 8, 1962; 8:54 a.m.]

[7 CFR Part 1067]

MILK IN OZARKS MARKETING AREA

Notice of Proposed Suspension of Certain Provisions of the Order

Notice is hereby given that, pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), the suspension of certain provisions of the order regulating the handling of milk in the Ozarks marketing area is being considered for the month of August 1962.

The provisions proposed to be suspended are:

1. In § 1067.7(b), the words, "during any of the months of February through July, or to the extent of not more than 10 days' production during any of the months of August through January"; and

2. In the table of § 1067.11(b) opposite the month of August, the following: "25".

All persons who desire to submit written data, views, or arguments in connection with the proposed suspension should file the same with the Hearing Clerk, Room 112 Administration Building, United States Department of Agriculture, Washington 25, D.C., not later than three days after publication of this notice in the FEDERAL REGISTER. All doucments filed should be in quadruplicate.

Signed at Washington, D.C., on August 6, 1962.

ROBERT G. LEWIS,
Deputy Administrator, Price and Production, Agricultural Stabiliztion and Conservation Service.

[F.R. Doc. 62-7952; Filed, Aug. 8, 1962; 8:45 a.m.]

[7 CFR Part 1071]

[Docket No. AO-227-A12]

MILK IN NEOSHO VALLEY MARKETING AREA

Notice of Recommended Decision and Opportunity To File Written Exceptions on Proposed Amendments to Tentative Marketing Agreement and Order

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of the filing with the Hearing Clerk of this recommended decision of the Assistant Secretary, United States Department of Agriculture, with respect to proposed amendments to the tentative marketing agreement, and order regulating the handling of milk in the Neosho Valley marketing area. Interested parties may file written exceptions to this decision with the Hearing Clerk, United States Department of Agriculture, Washington 25, D.C., not later than close of business the 10th day after publication of this decision in the FEDERAL REGISTER. The exceptions should be filed in quadruplicate.

Preliminary statement. The hearing on the record of which the proposed amendments, as hereinafter set forth, to the tentative marketing agreement and to the order, were formulated, was conducted at Parsons, Kansas, on February 27-28, 1962, pursuant to notice thereof which was issued February 5, 1962 (27 F.R. 1179).

The material issues on the record of the hearing relate to:

1. Expansion of the marketing area;
2. Pool plant requirements and obligations of nonpool distributing plants;
3. Producer and producer milk definitions;
4. Level of Class I price;
5. Basic butterfat content for pricing purposes;
6. Handlers subject to other Federal orders; and
7. Conforming and administrative changes.

Findings and conclusions. The following findings and conclusions on the material issues are based on evidence presented at the hearing and the record thereof:

1. *Expansion of the marketing area.* The marketing area should be expanded to include Washington County, Oklahoma.

It was proposed that the Neosho Valley marketing area be expanded to include Craig, Nowata, Ottawa and Washington Counties, all in the State of Oklahoma. The majority of the milk being sold in these counties is priced under the Neosho Valley marketing order. More specifically, evidence indicated approximately 85 percent of the milk sold in Craig, 60 percent in Nowata, 80 percent in Ottawa, and 70 percent in Washington County is priced under the Neosho Valley marketing order. Some milk sold in these counties is priced under the Oklahoma Metropolitan order. A small amount of milk sold in Ottawa County is priced under the Ozarks order. Other milk being sold in Craig, Ottawa and Nowata Counties is unregulated.

The health regulations applicable in the area proposed are the same as for the present Neosho Valley marketing area.

There are only two milk plants located in the area which was proposed for addition to the marketing area. One of these is operating as a producer-dealer and distributing only in Nowata County. The milk distributed from this plant is not being labeled as Grade A. The other plant, located in Craig County, purchases Grade A milk from six to eight dairy farmers and distributes milk in Craig and Ottawa Counties.

The proponent of the proposal to expand the marketing area contended that the unregulated plant distributing Grade A milk products has increased its sales considerably in the past year. Furthermore, he asserts, a recent affiliation by this plant with a larger milk company enhances its financial position, thus increasing its possibilities of expansion and competitive position. This plant has been selling milk at lower retail prices in Craig and Ottawa Counties than handlers regulated under the Neosho Valley order. Without regulation the opportunity exists for this plant to pass price cuts back to some producers. However, the proponent offered no data as to prices paid producers by the operator of the plant located in Craig County. Furthermore, other handlers failed to support the allegation

that Neosho Valley handlers are at a competitive disadvantage in this area.

The proponent sells approximately 4 percent of his total fluid milk products in Craig County, 4 percent in Ottawa County, and 4 percent in Nowata County. The total sales in these counties are relatively small since the total population of the three counties is only about 55,000.

Whereas the volume of sales by any single Neosho Valley handler is relatively small in Craig, Nowata, and Ottawa Counties the situation is very different in Washington County. The proponent sells 27 percent of his total fluid milk products in Washington County. This county has a much larger population than the other counties proposed; the city of Bartlesville accounts for about 28,000 of the 42,000 total county population. The proponent supplies this area with milk products since his plant, located in Coffeyville, Kansas, is in close proximity to the major sales area in Washington County. By including Washington County as part of the Neosho Valley marketing area the proponent will be assured that he will not be subjected to competition with unpriced milk in this county where a large proportion of his total sales are made. The proponent sells 70 percent of all fluid milk products distributed in the county. The remaining 30 percent of total sales in the county are made by handlers who are regulated under the Oklahoma Metropolitan order.

The proponent's sales in Craig, Nowata, and Ottawa Counties do not represent a major part of his total sales. The inclusion of these counties would subject other persons to regulation although no specific need for such regulation was shown. Furthermore, the large proportion of sales by Neosho Valley handlers is a recent development in Craig and Ottawa Counties. In August 1961 a large distributor switched its service to these counties from its plant in Tulsa to its plant in Parsons, Kansas. This leaves some doubt whether these counties will remain primarily a sales area for Neosho Valley handlers, or whether these counties will be connected primarily with the Oklahoma Metropolitan market.

Opposition testimony indicated that more producers in the proposed counties are associated with the Oklahoma Metropolitan order than the Neosho Valley order. The marketing area definition describes the area in which handlers sell milk on routes, not where farms of producers are located. Hence, the location of producers' farms is not a matter for consideration in deciding this aspect of the regulation.

2. *Pool plant requirements and obligations of nonpool distributing plants.* The term "Approved plant" should be redesignated "Pool plant", and the definition of such pool plant should be amended to require additional performance standards as a prerequisite to pooling the milk receipts of such plant. The operator of a plant distributing Class I milk in the marketing area that does not qualify as a pool plant (a nonpool plant) should have the option of paying into the pool any amount by which the classified value of milk receipts from dairy farmers exceeds the gross payments to such farmers in lieu of the present rate of compensatory payment computed on the volume of his distribution in the marketing area. The expense of administration should be the same as that for a fully regulated handler if the first option is elected.

At the present time a distributing plant need distribute only 10 percent of its Grade A receipts as Class I milk on routes in the marketing area to be fully regulated under the order. Thus, a plant from which nearly 90 percent of its Grade A receipts of milk are used in manufactured dairy products can share in the market pool and draw from the pool, payments representing the difference between the blend pool price and the Class II milk price.

Producers who have provided the dependable supply of Class I milk for the market have been forced to provide the funds for such payments to a plant, located at Fort Scott, Kansas, which manufactured between 80 and 90 percent of its Grade A receipts. Furthermore, milk from this plant has not been made available for Class I uses as needed and this has forced handlers who were in short supply to go outside the market to purchase milk needed for fluid sales. More specifically, an attempt was made by a bargaining cooperative to shift milk into Class I uses from this plant at Fort Scott. The operator of this plant indicated to the cooperative that new producers to replace any which might switch delivery to another plant would be added so that the manufacturing operation could be maintained. Thus, the lack of a standard based on the percentage of a plant's receipts which must be used in Class I has made it difficult to utilize available milk in the market for fluid sales when it was needed. Official notice is taken of the fact that the plant at Fort Scott has discontinued operations subsequent to the hearing. Although the problem is presently alleviated, the fact remains that such a situation could occur in the future if no reasonable standards of performance are required for a plant to obtain pool status.

It is necessary, therefore, to set an additional performance standard to determine which plants and what milk constitutes the regular and normal supplies which should become subject to full regulation. Performance standards should be such that any plant which uses a substantial proportion of its Grade A receipts for Class I sales in the Neosho Valley marketing area should share in the marketwide equalization. Only those plants which are genuinely associated with the fluid milk market should be allowed to participate in the marketwide pool.

An appropriate standard to accomplish these objectives would require that a plant, distributing at least 10 percent of its Grade A receipts as Class I milk on routes in the marketing area, should also dispose of for Class I purposes an amount equal to at least 45 percent, during the months of September through March, and 30 percent during the months of April through August, of its receipts of Grade A milk from farmers to qualify as a pool plant under this order.

Normally, a plant should utilize at least half of its Grade A receipts from farmers for Class I purposes to be considered primarily a fluid milk distributing plant. This market, however, has had relatively low utilization of its Grade A receipts in Class I and the use in manufacturing has been relatively large. A percentage requirement of 45 percent should be a reasonable standard in this area for a plant to share in the marketwide pool during September through March. The lower percentage requirement during the months of April through August is necessary to allow plants to maintain pool status during months of normally flush production. Although it was proposed that March also have the lower percentage requirement there was little indication that the surplus has been great enough to warrant the lower requirement in that month. Since the months of July and August normally have a relatively high surplus the lower utilization requirement should be extended to include these months.

A plant which has sufficient Class I sales in the marketing area to qualify as a pool plant may still, from time-to-time, have difficulty in meeting the utilization requirements for a particular month. Therefore, a distributing plant should be allowed to maintain pool status for a given month if the plant meets the distribution requirements (i.e. 10 percent of Grade A receipts sold as Class I in the marketing area) in the current month and has met the utilization requirements in the current month or five of the six preceding months. This will prevent inadvertent loss of pool status. Moreover, if the plant is selling milk to other handlers, it will allow some time for the other handlers to make adjustments in their dealings with a plant that does not meet the required utilization percentages.

The present order provides that a plant operated by a cooperative association must meet the same requirements as any other plant to obtain pooling status. A cooperative association operating a plant which distributes milk in the marketing area proposed that a plant located in the marketing area and operated by a cooperative association be allowed pool status if it delivered any milk of its member producers directly to a pool plant of another handler. The witness for the proponent claimed that his cooperative association carried the reserve for the market and made milk available to the other handlers in the order area. The cooperative has sold some milk to other handlers in the market. However, opposing testimony indicated that this cooperative association has not always obligated itself to making milk available to the pool plants of other handlers.

The cooperative plant's principal business is its own route sales and shipment of milk to plants in other markets for Class I use. From January 1961 through January 1962 this cooperative's plant utilized approximately 39 percent of its Grade A milk receipts for its own Class I trade sales. About 7 percent of these

receipts were Class I sales to other handlers and 10 percent were shipped to plants in other markets for Class I use. About 44 percent of the cooperative plant's Grade A receipts were used in manufactured products. The cooperative's proposal, if adopted, would allow the plant of a cooperative association to obtain equalization payments from the pool even though its milk supply was not available to other plants in the market. This would defeat the purpose of the performance standards as stated above and is hereby denied.

However, a cooperative association operating a plant which provides manufacturing facilities for other handlers' surplus milk should receive special consideration in its pooling requirements so as not to restrict such a plant from receiving excess milk from other cooperative associations. Free movement of milk is essential if such a plant is to be utilized for manufacturing surplus milk when necessary. Therefore, Grade A milk which is received at the manufacturing plant of a cooperative association from another cooperative association in its capacity as a handler should be excluded from the total receipts of Grade A milk in computing the performance requirements of such a plant. The cooperative association's plant or any other plant should be permitted to include in its plant receipts any milk which it diverts to other handlers' plants in determining pooling qualification. It is more efficient to divert milk directly from producers' farms than to receive milk at a plant and then transport milk to other pool plants.

Most plants distributing at least 10 percent of their Grade A receipts as Class I milk in the marketing area at the present time should have no difficulty in meeting the proposed minimum requirements of Class I usage for pool status. With the exception of the plant at Fort Scott, all plants would have qualified under these standards except one plant for one month (which failed by less than one percent) during the past three years. A handler this close to the qualifying percentage could adjust his operations to remain a pool plant, or to disqualify himself from being a pool plant according to his own choosing.

The efficient handling of milk in the area can be promoted by providing that a supply plant which has demonstrated its association with the market by making the required shipments of milk in the short season may continue its pool status in the flush production season without making specified shipments which would not be needed at distributing plants. The order presently provides automatic pool status for a supply plant during December through July if the supply plant qualified as a pool plant during the preceding August-November period. There are no supply plants serving the market at this time. However, if receipts from supply plants are needed, shipments would be required during the months when production is low relative to Class I sales. Accordingly, this provision should be changed to give a supply plant automatic pool status if it desires during April through August if pool plant requirements have been met in September through March.

For ease of reference in records and payment sections of the order, a plant not meeting the requirements of a pool plant should be defined as a nonpool plant. Such a plant should be required to submit reports, make its records available for audit by the market administrator, and make the required payments if it is determined to be in a nonpool status.

The order presently provides that operators of distributing plants which do not qualify as pool plants (handlers doing less than 10 percent of their business in the marketing area) shall pay compensatory payments on their Class I sales in the marketing area at the difference between the Class I and Class II prices. It was proposed by a cooperative association that partially regulated handlers have the choice of (1) paying into the pool any amount by which the classified value of Grade A milk receipts from dairy farmers exceeds the gross payments to such farmers, or (2) making compensatory payments as provided for in the present order.

The adoption of the first option will assure the fully regulated handlers in the market that any of their competitors who are primarily associated with another market or engaged primarily in manufacturing do not purchase milk at class prices which are less than prices regulated handlers are required to pay. If the partially regulated handler chooses the first option, his total minimum required payments for milk will be determined exactly as if he were fully regulated with the exception that no pooling of any part of such payments will be required.

The change in pooling requirements offers the possibility that some plants might fail to qualify as pool plants in some months, these plants would have a Class I utilization below the market average. If such handlers are required to pay their dairy farmers the use value of such milk at order prices, or any amount by which payments are less than order prices into the market pool, they will be on a competitive par with regulated handlers.

To make this provision effective, the handler should be required to make payments to his dairy farmers during the current settlement period. Therefore, only those payments made not later than the 20th day following the delivery period should be recognized as payments for milk received in the respective delivery period. Deductions for services and supplies which are authorized by a dairy farmer should be recognized as a part of the payment.

The present provision of the order which requires the operator of a nonpool distributing plant to pay into the producer-settlement fund an amount equal to the difference between the Class I and Class II prices times Class I sales in the marketing area should apply only when the handler requests that option in lieu of making payments to his own dairy farmers at the minimum class prices. When the nonpool handler chooses not to have his obligation calculated in the same manner as pool handlers, we must presume that he has not paid order prices for milk purchased. Obviously, he would not choose a greater obligation than would otherwise prevail. The collection of a payment on milk sold in the area at the difference between the Class I and Class II prices will assure that on the quantity of milk sold in the regulated market the nonpool handler will be on an equal competitive basis with pool handlers. The nonpool handler who chooses this option would retain his competitive advantage over pool handlers in the sale of Class I milk outside the regulated market. For this reason, some nonpool handlers may choose this payment to the pool fund rather than pay class prices to their own farmer suppliers.

The handler who makes payments to his own dairy farmers in lieu of payments to the pool should be required also to pay the administrative assessment rate on all milk received in the same manner as is required of handlers operating pool plants. The verification of such payments requires the same investigation and examination of records which is entailed in verifying payments by operators of pool plants. If the nonpool handler chooses to pay the Class I less Class II price on Class I sales in the marketing area, he should be assessed only on the quantity of milk he sells in the regulated market. In that case, the market administrator would need to verify only that the plant did not qualify as a pool plant and determine the quantity of Class I sales in the marketing area.

It is possible that nonpool plants from which milk is distributed in the Neosho Valley marketing area will also be nonpool distributing plants under the terms of another Federal order. To eliminate any duplication of equalization and administrative payments, the Neosho Valley order should credit such handlers with payments made under similar provisions of another Federal order.

3. *Producer and producer milk definitions.* The "producer" definition should be changed to allow handlers to divert producers' milk to the manufacturing facilities of nonpool plants which may be partially regulated. A definition of "producer milk" should be added to clarify which milk is to be priced and pooled by each handler.

The order presently provides that Grade A milk, to be eligible for pricing and pooling under the Neosho Valley order, be received at a pool plant or diverted by the operator of a pool plant to a nonpool plant except a plant which is regulated under another order or partially regulated under the Neosho Valley order.

When a producer's milk is not needed for Grade A purposes in the market, the movement of such milk to a nonpool plant should be facilitated. The deletion of the reference prohibiting diversions to partially regulated handlers will allow producers' milk to be diverted to the manufacturing facilities of partially regulated handlers without such farmers losing status as producers. A handler can presently receive producer milk and transfer it to such nonpool plants. By allowing fully regulated handlers to divert this milk, unnecessary handling of sur-

plus Grade A milk will be avoided. Such milk should be treated as a receipt of producer milk at the location of the pool plant from which diverted.

The term "producer milk" should be added to clarify which milk is to be priced and pooled by each handler. Producer milk should be defined to include the skim milk and butterfat received by a handler at a pool plant from producers, or diverted to a nonpool plant, other than the plant of a producer-handler or a plant at which milk is priced and pooled under the provisions of another Federal order, for the account of the operator of a pool plant or a cooperative association. The operator of the receiving pool plant should account for all milk received directly from producers' farms unless a cooperative association in its capacity as a handler elects to account for bulk tank milk which it causes to be delivered to a pool plant from farms of its member producers. When the cooperative association accounts for milk of its member producers such milk should be considered as a receipt by the cooperative association at the receiving pool plant. If a producer-handler receives milk directly from another dairy farmer he automatically loses his producer-handler status, and becomes a partially or fully regulated handler.

4. *Level of Class I price.* The Class I pricing formula should not be changed.

The present Class I pricing formula establishes the price level by adding a differential to a basic formula price. This basic formula price is similar to that used in surrounding markets and keeps the Neosho Valley Class I price in general alignment with these markets. The Neosho Class I price is further limited by holding it within a range of the Oklahoma Metropolitan Class I price minus 33 cents and the Ozarks Class I price plus 15 cents.

It was proposed that the Neosho Valley Class I price be established by adding 15 cents to the Ozarks Class I price. It was also suggested at the hearing that the Minnesota-Wisconsin manufacturing milk price series be used as a basic formula.

The Class I price in the Neosho Valley market has maintained about the same relationship to the Class I prices in the Ozarks and Oklahoma Metropolitan markets over the past three-year period, although the Neosho price moved closer to the Oklahoma price in 1961. Evidence presented also indicates that milk has been moving freely in all directions, both into and out of the Neosho Valley marketing area. There is no evidence that the Neosho Valley price has attracted additional supplies of milk from the Ozarks area.

The Oklahoma Metropolitan Class I price has determined the Neosho Valley Class I price in all but one month since September 1960. The Oklahoma Metropolitan Class I price has been reduced by a supply-demand adjuster as receipts in that market have increased relative to sales. The Neosho Valley market has also shown increases in receipts relative to sales. The supply areas for these two markets overlap. The Oklahoma Metropolitan adjuster reflects these conditions and has adjusted the Neosho Valley Class I price accordingly. Since price adjustments are reflecting the current supply-demand situation through the present provisions, there is no need for a change in the level of the Class I price.

The proposal for use of the Minnesota-Wisconsin manufacturing milk price series as the basic formula was given only limited attention at the hearing. Proposals to adopt the Minnesota-Wisconsin manufacturing milk price series as the basic formula price used to compute Class I prices in the Neosho Valley and surrounding Federal orders have been received by the Department, and hearings were held considering the use of this series. Official notice is taken of a notice of hearing issued May 22, 1962 (27 F.R. 4919; Doc. 62–5088), a supplemental notice issued June 4, 1962 (27 F.R. 5402; Doc. 62–5550), and the hearings held pursuant to these notices for consideration of the Minnesota-Wisconsin manufacturing milk price series as the basic formula in 31 markets. Hearings devoted specifically to the use of this series and its effect on the level of the Class I price in relation to prices in surrounding markets should provide a more complete record for consideration of this proposal. Therefore, the Minnesota-Wisconsin price series should not be adopted on the basis of this record.

5. *Basic butterfat content for pricing purposes.* The proposal to change the basic butterfat content from 4.0 percent to 3.5 percent is denied.

The notices of hearing cited above contain proposals which relate to the basic butterfat content at which prices are computed and announced in certain markets, including Neosho Valley. The hearings devoted specifically to the proposal to revise the basic test for pricing purposes should provide a more complete record for consideration of this proposal.

6. *Handlers subject to other Federal orders.* The payments which handlers regulated under another order are required to make when the Neosho Valley order Class I price exceeds the Class I price under the other order should be discontinued.

The Neosho Valley order contains a provision which requires a handler whose milk is priced under another order to make a payment on all Class I milk disposed of in the Neosho Valley marketing area at a rate equal to the amount by which the Neosho Valley price adjusted for location of the plant exceeds the other order Class I price. Payments are required only when the average Neosho Class I price has exceeded the other order price over a 12-month period. If the other order contains a provision to implement the transfer of funds, the market administrator transfers the funds from such payments to the market administrator of the other order under which the handler is regulated. If the other order does not provide for the receipt of such funds they are deposited in the Neosho Valley producer-settlement fund.

Payments under this provision have been made by handlers subject to the Ozarks order and by a handler subject to the Kansas City order. Both of those orders contain provisions for the transfer of payments to the respective market. The provision in the Neosho Valley order together with the implementing provisions of the Kansas City and Ozarks milk orders thereby establish a different price for milk sold in the Neosho Valley marketing area by handlers regulated under the Kansas City and Ozarks orders than those handlers are required to pay for milk sold in any other area.

The supporters of the provision contend this special pricing is necessary to eliminate any competitive advantage which handlers regulated under another order might have in selling milk in the Neosho Valley marketing area when the Class I price in the other regulated market is lower than the Neosho price.

The level of Class I prices in the Neosho Valley market is maintained in general alignment with the prices in surrounding markets through a pricing formula which is similar to that used in nearby markets. The Class I price in Neosho is also limited directly by Class I prices in the Ozarks and the Oklahoma Metropolitan markets. These limits hold the Neosho Class I price within a range of the Oklahoma Metropolitan Class I price minus 33 cents and the Ozarks Class I price plus 15 cents.

The Class I price in the Neosho Valley market has maintained about the same relationship to the Class I prices in the Ozarks and Oklahoma Metropolitan markets over the past three year period although the Neosho price moved closer to the Oklahoma Metropolitan price in 1961. The Neosho Class I price (3.5 percent butterfat) exceeded the Ozarks price by 36 cents in 1959, 36 cents in 1960 and 32 cents in 1961. The Neosho 3.5 percent price was less than the Oklahoma Metropolitan price by 40 cents in 1959, 42 cents in 1960, and 33 cents in 1961. The annual average Neosho Class I price in relation to the Wichita and Kansas City Class I prices has varied only within a range of 10 cents during the past three years.

Since the Class I pricing formulas in the markets surrounding the Neosho Valley area establish Class I prices generally in alignment with the Class I prices under the Neosho order, Neosho Valley handlers will suffer no competitive disadvantage by eliminating the provision which requires handlers regulated under other orders to make extra payments on milk disposed of in the Neosho Valley marketing area. Neosho Valley handlers are not required to make similar payments when they make sales in marketing areas where milk prices are regulated by other Federal milk orders.

Milk is distributed today over long distances from the plants where it is processed. Handlers often seek efficiency in handling milk by increasing their volume of sales over a broad area. The pattern of Federal order prices should not discourage the efficient handling of milk for sale in any area. This can be accomplished by establishing in each market the Class I price necessary to attract sufficient milk for that market and applying that price uniformly to all Class I milk wherever sold.

7. *Conforming and administrative changes.* The amendments required to carry out the conclusions of this decision require change in several sections of the order.

The reference to "approved" and "unapproved" plants has been changed to "pool" and "nonpool" plants wherever it appears. Several definitions were rearranged and rewritten to help clarify their meaning throughout the order. To accomplish this clarification, definitions of "nonpool plant" and "route" were added. References which were made to rearranged or rewritten definitions were corrected to comply with the changes made.

The references in the section pertaining to the producer-settlement fund were changed to conform with the changed payment requirements by handlers subject to other orders and handlers operating nonpool plants.

Rulings on Proposed Findings and Conclusions

Briefs and proposed findings and conclusions were filed on behalf of certain interested parties. These briefs, proposed findings and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusions set forth herein, the requests to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

General findings. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

Recommended marketing agreement and order amending the order. The following order amending the order regulating the handling of milk in the Neosho Valley marketing area is recommended as the detailed and appropriate means by which the foregoing conclusions may be carried out. The recommended marketing agreement is not included in this decision because the regulatory provisons thereof would be the same as those contained in the order, as hereby proposed to be amended:

1. Section 1071.6 is revised to read as follows:

§ 1071.6 Neosho Valley marketing area.

"Neosho Valley marketing area", hereinafter called the "marketing area" means all of the territory within the counties of Allen, Bourbon, Chautauqua, Cherokee, Crawford, Labette, Montgomery, Neosho and Wilson, all in the State of Kansas, the counties of Barton, Jasper, Newton, and Vernon, all in the State of Missouri, and Washington County, in the State of Oklahoma.

2. Section 1071.7 is revised to read as follows:

§ 1071.7 Pool plant.

"Pool plant" means any milk plant described in paragraph (a) or (b) of this section, which is approved by the appropriate health authority having jurisdiction in the marketing area, except the plant of a producer-handler or a plant exempt pursuant to § 1071.61.

(a) Any plant, hereinafter referred to as a "distributing pool plant", from which:

(1) During the current delivery period there is distributed as Class I milk on routes in the marketing area, an amount equal to 10 percent or more of such plant's Grade A receipts from dairy farmers as specified in subparagraph (2) of this paragraph; and

(i) During the current delivery period there is disposed of as Class I milk an amount not less than an applicable percentage of such plant's Grade A receipts as specified in subparagraph (2) of this paragraph as follows: (*a*) April through August, 30 percent; and (*b*) September through March, 45 percent; or

(ii) During five of the six immediately preceding delivery periods, such plant was a pool plant by virtue of meeting the specifications pursuant to subdivision (i) of this subparagraph; and

(2) The Grade A receipts from dairy farmers to be used in calculating the percentages specified in subparagraph (1) of this paragraph, for each plant shall include all receipts of Grade A milk from dairy farmers and cooperative associations in their capacity as handlers pursuant to § 1071.9(b)(3) subject to the following provisions:

(i) Milk diverted to another plant for the account of the operator of the plant from which the milk was diverted shall be included in the receipts of the plant from which diverted for the purposes of this section, if the milk is claimed as diverted on the report of the diverting handler filed for the month pursuant to § 1071.30 (if such claim is made by the diverting handler, milk so diverted shall be excluded from the receipts of the plant to which diverted); and

(ii) Milk received at a plant operated by a cooperative association from another cooperative association acting as a handler pursuant to § 1071.9(b)(2) shall be excluded from the cooperative association's plant receipts for the purposes of this section.

(b) Any plant, hereinafter referred to as a "supply pool plant", from which during the delivery period no less than 50 percent of the Grade A milk received from dairy farmers is shipped to a plant(s) described in paragraph (a) of this section: *Provided,* That if such plant is a pool plant during each of the months of September through March it shall be designated as a pool plant in the next succeeding months of April through August, unless the market administrator is requested by means of written application on or before the 7th day after the end of the month that the plant should not be a pool plant. All plants described in this subparagraph which are operated by one handler may be considered as a unit, upon written notice to the market administrator specifying the plants to be considered as a unit and the period during which such consideration shall apply. Such notice, and the notice of any change in designation, shall be furnished on or before the 7th day following the month to which the notice applies. In any of the months of April through August a unit shall not contain plants which were not qualified as pool plants either individually or as members of another unit, during each of the previous months of September through March.

3. Section 1071.8 is revised to read as follows:

§ 1071.8 Nonpool plant.

"Nonpool plant" means any milk plant which is not a pool plant.

4. Section 1071.9 is revised to read as follows:

§ 1071.9 Handler.

"Handler" means:

(a) Any person in his capacity as the operator of a pool plant or of a nonpool plant from which Class I milk is distributed in the marketing area on routes;

(b) Any cooperative association, with respect to milk of its member producers: ducers:

(1) Which it causes to be diverted to a nonpool plant for the account of such association;

(2) Delivered for its account to the pool plant of another cooperative associations; and

(3) For which it elects to report as a handler and which is delivered to the pool plant(s) of another handler in a tank truck owned, operated, or controlled by such association.

5. Redesignate § 1071.10 as § 1071.11 and insert the following:

§ 1071.10 Producer.

"Producer" means any person, other than a producer-handler, who produces

milk under a dairy farm permit or rating issued by the appropriate health authority having jurisdiction in the marketing area over the production of milk disposed of for consumption as Grade A milk whose milk is:

(a) Received at a pool plant; or

(b) Diverted from a pool plant to a nonpool plant in accordance with the provisions of § 1071.12.

6. Redesignate §§ 1071.11 and 1071.12 as §§ 1071.13 and 1071.14 and insert the following:

§ 1071.12 Producer milk.

"Producer milk" shall be that skim milk or butterfat for each handler's account in milk received pursuant to paragraphs (a) and (b) of this section as follows:

(a) For a handler operating a pool plant, producer milk shall include:

(1) Milk received directly from producers' farms (including such handler's own farm production) at such pool plant, except milk for which a cooperative association is the handler pursuant to § 1071.9(b); and

(2) Milk diverted by such pool plant operator to a nonpool plant pursuant to paragraph (c) of this section.

(b) For a cooperative association in its capacity as a handler pursuant to § 1071.9, producer milk shall include:

(1) Milk received directly from producers' farms for its account at pool plants (such milk shall be considered as having been received by the cooperative association at the plant to which it is delivered and then transferred to the plant operator); and

(2) Milk diverted for its account to nonpool plants pursuant to paragraph (c) of this section.

(c) Milk diverted from producers' farms to a nonpool plant for the account of a pool plant operator or the account of a cooperative association shall be considered as diverted by the handler for whose account it was diverted, if the diverting handler claimed the diversion on his report for the month filed pursuant to § 1071.30 and the milk was not received at a plant of a producer-handler or a plant at which milk is priced and pooled under the provisions of another Federal order issued pursuant to the Act. Milk diverted shall be considered as received at the pool plant from which it was diverted for the purpose of determining applicable location differentials.

7. The section redesignated as § 1071.13 is revised to read as follows:

§ 1071.13 Other source milk.

"Other source milk" means all skim milk and butterfat contained in:

(a) Receipts during the months of fluid milk products except: (1) Producer milk; (2) receipts from other pool plants and from cooperative associations as handlers pursuant to § 1071.9(b) (2) and (3); and

(b) Any nonfluid milk product which is reprocessed or converted to another product in the plant during the month.

8. Add § 1071.15 as follows:

§ 1071.15 Route.

"Route" means any delivery to retail or wholesale outlets (including delivery by a vendor or a sale from a plant or plant store) of any Class I milk product, other than a delivery to a pool plant or nonpool plant.

§ 1071.61 [Amendment]

9. In the sentence preceding paragraph (a) and the first sentence of paragraph (a) in § 1071.61, change "as follows: (a) The" to "that the".

10. In § 1071.61 revoke paragraphs (b) and (c).

11. Section 1071.62 is revised to read as follows:

§ 1071.62 Handlers operating nonpool distributing plants.

In lieu of the payments required pursuant to §§ 1071.90 through 1071.97, each handler, other than a producer-handler or one exempt pursuant to § 1071.61, who operates during the month a nonpool plant from which Grade A Class I milk products are distributed on routes in the marketing area, shall pay to the market administrator on or before the 13th day after the end of each delivery period the amounts calculated pursuant to paragraph (b) of this section, unless the handler elects at the time of reporting pursuant to § 1071.30 to pay the amounts computed pursuant to paragraph (a) of this section:

(a) The following amounts:

(1) To the producer-settlement fund, an amount equal to the value at the Class I price applicable at the location of such handler's plant, of all skim milk and butterfat distributed as Class I milk on routes in the marketing area less the value of such skim milk and butterfat at the Class II price; and

(2) As his share of the expense of administration the rate specified in § 1071.97 with respect to the Class I milk so disposed of in the marketing area.

(b) The following amounts:

(1) To the producer-settlement fund any plus amount remaining after deducting from the value that would have been computed pursuant to § 1071.70, if such handler had operated a pool plant, the sum of:

(i) The gross payments by such handler for Grade A milk received during the delivery period from dairy farmers at such plant made not later than the 20th day of the month following the delivery period, less authorized deductions; and

(ii) any payment with respect to operations of the same delivery period to the producer-settlement fund of other orders issued pursuant to the Act due to the nonpool plant being a partially regulated plant under such other orders; and

(2) As his pro rata share of the expense of administration, an amount equal to that which would have been computed pursuant to § 1071.97 had such plant been a pool plant, except that if such plant is also a nonpool plant under another order issued pursuant to the Act, the payments due under this subparagraph shall be reduced by the amount of any administrative expense payments under the other order.

12. Section 1071.30 is revised to read as follows:

§ 1071.30 Reports of receipts and utilization.

On or before the 7th day after the end of each delivery period, each cooperative association which is a handler pursuant to § 1071.9(b), each handler who operates a pool plant(s) and each handler who operates a nonpool plant(s) and is required to make payments pursuant to § 1071.62(b) shall report to the market administrator in the detail and on forms prescribed by the market administrator for each plant as follows:

(a) The quantities of skim milk and butterfat contained in:

(1) Receipts for his account of producer milk;

(2) Milk and milk products received from other pool plants and from a cooperative association which is a handler pursuant to § 1071.9(b);

(3) Other source milk; and

(4) Inventories on hand at the beginning and the end of the delivery period;

(b) The utilization of all skim milk and butterfat required to be reported by this section;

(c) Such other information with respect to the receipts and utilization of milk and milk products as the market administrator may require; and

(d) Each handler making payments pursuant to § 1071.62(b) shall report to the market administrator the information required pursuant to this section substituting receipts from dairy farmers for receipts from producers.

13. Section 1071.31 is revised to read as follows:

§ 1071.31 Payroll reports.

(a) On or before the 20th day of each delivery period each handler who operates a pool plant(s) and each handler who operates a nonpool plant(s) and is required to make payments pursuant to § 1071.62(b) shall submit to the market administrator his producer payroll for the preceding delivery period which shall show (1) the total pounds of milk received from each producer or cooperative association, and the total pounds of butterfat contained in such milk; (2) the net amount of such handler's payment to each producer or cooperative association; and (3) the nature and amount of any deductions or charges involved in such payments.

(b) Each handler making payments pursuant to § 1071.62(b) shall report the information required pursuant to this section substituting receipts from dairy farmers for receipts from producers.

14. Section 1071.32(a) is revised to read as follows:

§ 1071.32 Other reports.

(a) Each producer-handler, each handler operating a nonpool plant other than a handler making payments pursuant to § 1071.62(b), and each handler

required to report pursuant to § 1071.61 shall make reports to the market administrator at such time and in such manner as the market administrator may prescribe.

§ 1071.33 [Amendment]

15. Section 1071.33(a) is revised to read as follows:

(a) The receipts and utilization of all skim milk and butterfat in producer milk and all other skim milk and butterfat in milk and milk products handled during the month and in inventories at the beginning and end of the month.

§ 1071.41 [Amendment]

16. In § 1071.41 paragraph (b)(3) is revised to read as follows:

(b) * * *

(3) In shrinkage of milk received at a pool plant directly from producers and from cooperative associations as handlers pursuant to § 1071.9(b) that is not in excess of 2 percent (5 percent with respect to skim milk during the months of April, May and June), plus 1.5 percent (4.5 percent with respect to skim milk during the months of April, May and June) of skim milk and butterfat, respectively, received in bulk from pool plants, less 1.5 percent (4.5 percent with respect to skim milk during the months of April, May and June) of skim milk and butterfat, respectively, transferred in bulk to pool plants, and

17. Section 1071.42 is revised to read as follows:

§ 1071.42 Shrinkage.

The market administrator shall allocate shrinkage over a handler's receipts as follows:

(a) Compute the total shrinkage of skim milk and butterfat, respectively, for each plant; and

(b) Prorate the resulting amounts between:

(1) The maximum pounds of skim milk and butterfat pursuant to § 1071.41(b)(3) divided by .02; and

(2) The pounds of swim milk and butterfat in other source milk received in the form of fluid milk products.

§ 1071.44 [Amendment]

18. In § 1071.44(a) revoke the words "or diverted" and change "approved plant" to "pool plant".

19. In § 1071.44(b) revoke the words "or diverted".

20. In § 1071.44(c), (d) and (e) change "an unapproved plant" to "a nonpool plant" wherever it appears.

21. In § 1071.44(d)(1) and (2) change "unapproved plant" to "nonpool plant" wherever it appears.

§ 1071.53 [Amendment]

22. In § 1071.53 change "an approved plant" and "approved plants" to "a pool plant" and "pool plants".

§ 1071.80 [Amendment]

23. In § 1071.80 change "an approved plant" to "a pool plant".

§ 1071.90 [Amendment]

24. In § 1071.90(c) change "§ 1071.8(d)" to "§ 1071.9(b) (2) and (3)".

§ 1071.91 [Amendment]

25. In § 1071.91(b) change "an approved plant" to "a pool plant".

§ 1071.92 [Amendment]

26. In § 1071.92 change "§ 1071.62(b)" to "§ 1071.62(a)(1) and (b)(1)", and revoke "§ 1071.61(c)(2)".

27. Section 1071.97 is revised to read as follows:

§ 1071.97 Expenses of administration.

As his pro rata share of the expense of administration this part, each handler shall pay the market administrator on or before the 16th day after the end of each month, 5 cents per hundredweight or such lesser amount as the Secretary may prescribe as follows:

(a) Each handler operating a pool plant(s) on receipts of producer milk, milk received from a cooperative association as a handler pursuant to § 1071.9 (b) (2) and (3), and other source milk allocated to Class I pursuant to § 1071.46 (a)(3) and the corresponding step of § 1071.46(b);

(b) Each cooperative association on producer milk for which it is the handler pursuant to § 1071.9(b)(1); and

(c) Each handler operating a nonpool plant from which Grade A Class I milk products are distributed on routes in the marketing area on the quantities of milk at the plants of handlers operating nonpool plants as specified in § 1071.62 (a)(2) or (b)(2).

Signed at Washington, D.C., on August 3, 1962.

JOHN P. DUNCAN, Jr.,
Assistant Secretary.

[F.R. Doc. 62-7953; Filed, Aug. 8, 1962; 8:54 a.m.]

FEDERAL AVIATION AGENCY

Flight Standards Service

[14 CFR Part 507]

[Reg. Docket No. 1330]

AIRWORTHINESS DIRECTIVES

Notice of Proposed Rule Making

Pursuant to the authority delegated to me by the Administrator (14 CFR Part 405), notice is hereby given that the Federal Aviation Agency has under consideration a proposal to amend Part 507 of the regulations of the Administrator by amending Airworthiness Directive 61-20-4, published as Amendment 340 (26 F.R. 8935), amended by Amendment 360 (26 F.R. 10274) relating to approved life of Vickers Viscount 745D and 810 Series aircraft fuselage components, inspections and modifications. As later revisions to the Preliminary Technical Leaflets have been made, it is proposed to amend the directive by inserting the later PTL Numbers. Several editorial changes are also proposed.

Interested persons may participate in the making of the proposed rule by submitting such written data, views, or arguments as they may desire. Communications should be submitted in duplicate to the Docket Section of the Federal Aviation Agency, Room A-103, 1711 New York Avenue NW., Washington 25, D.C. All communications received on or before September 10, 1962, will be considered by the Administrator before taking action on the proposed rule. The proposals contained in this notice may be changed in light of comments received. All comments submitted will be available in the Docket Section for examination by interested persons at any time. This proposal will not be given further distribution as a draft release.

This amendment is proposed under the authority of sections 313(a), 601 and 603 of the Federal Aviation Act of 1958 (72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423).

In consideration of the foregoing, it is proposed to amend § 507.10(a) of Part 507 (14 CFR Part 507), as follows:

Amendment 340 (26 F.R. 8935), Vickers Viscount 74D and 810 Series Aircraft, as amended by Amendment 360 (26 F.R. 10274), is further amended as follows:

1. By deleting PTL No. 221 Issue 2 (700 Series) and No. 94 Issue 2 (800/810 Series) and inserting respectively PTL No. 221 Issue 3 and Corrigendum issued February 12, 1962 (700 Series), and No. 94 Issue 3 and Corrigendum issued February 28, 1962 (800/810 Series).

2. By changing the last sentence of the first paragraph to read: "Compliance with all the provisions of PTL 221 Issue 3 and Corrigendum issued February 12, 1962 (for Model 745D), and PTL 94 Issue 3 and Corrigendum issued February 28, 1962 (for Model 810), including the fuselage life limitations is required."

3. Adding to following at the end of paragraph (c)(3): "except that for Inspection B the repetitive interval is increased to 1,000 flights, and it is acceptable to inspect the area of the door locking bolt holes with a mirror and flashlight without having to remove the bolt striker plates."

Issued in Washington, D.C., on August 2, 1962.

G. S. MOORE,
Acting Director,
Flight Standards Service.

[F.R. Doc. 62-7911; Filed, Aug. 8, 1962; 8:45 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 3]

[Docket No. 14702 (RM-307)]

TELEVISION BROADCAST STATIONS IN MIDLAND, TEXAS

Order Extending Time for Filing Comments and Reply Comments

In the matter of amendment of § 3.606 *Table of assignments.*

1. The Commission has before it for consideration a request filed August 1, 1962, by Southwest States, Inc., licensee of KOSA-TV, Odessa, Texas, for extension of time from August 13, 1962, to October 12, 1962, in which to file comments, and from August 28, 1962, to October 29,

1962, to file reply comments in this proceeding.

2. In support of its request, Southwest States, Inc., asserts that its counsel and engineer will be unavailable for the month of August, and that counsel for Midland Telecasting Company, petitioners in this proceeding and counsel for Midessa Television Company, licensee of KMID, Midland, Texas, have consented to the requested extension.

3. The Commission believes that good cause for an extension of time for filing comments and reply comments in this proceeding has been established and that such extension will serve the public interest.

4. In view of the foregoing: *It is ordered,* That the aforesaid petition of Southwest States, Inc., is granted; that the time for filing comments is extended from August 13, 1962, to October 12, 1962, and for filing reply comments is extended from August 28, 1962, to October 29, 1962.

5. This action is taken pursuant to authority found in section 4(i), 5(d)(1), and 303(r) of the Communications Act of 1934, as amended and section 0.241 (d)(8) of the Commission's rules.

Dated: August 3, 1962.

Released: August 6, 1962.

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

[F.R. Doc. 62-7955; Filed, Aug. 8, 1962; 8:54 a.m.]

Notices

DEPARTMENT OF COMMERCE

Maritime Administration

[Docket No. M-83]

ALASKA STEAMSHIP CO.

Continuation of Bareboat Charters; Notice of Institution of Formal Proceeding

Notice is hereby given that, upon protests having been received from Alaska Freight Lines, Inc., and Puget Sound-Alaska Van Lines, Inc., to the Tentative Findings of the Maritime Administrator duly published in the FEDERAL REGISTER on July 11, 1962 (27 F.R. 6566) that conditions exist justifying the continuance of bareboat charters of three Government-owned C1-M-AV1 type vessels: "Coastal Monarch", "Coastal Nomad", and "Coastal Rambler", to Alaska Steamship Company, pursuant to section 5(e)(1) of the Merchant Ship Sales Act of 1946 as amended (50 U.S.C. app. 1738), the Maritime Administrator has authorized and directed that a public hearing be held for the purpose of determining whether said Tentative Findings shall become final or be vacated and the charter agreement terminated in accordance with the provisions of sections 5(e)(1) and 2 (a) and (b) of said Act.

The hearing and such prehearing conferences as may be found to be necessary or desirable will be conducted by a Hearing Examiner, Maritime Administration/Maritime Subsidy Board, in accordance with the Rules of Practice and Procedure of the Maritime Administration/Maritime Subsidy Board at places and times to be announced. An Initial Decision will be issued in this proceeding.

Interested parties may inspect the charter agreement (Mcc-61328, Addenda 1-24) on file in this Docket in the Office of the Docket Clerk, Room 3095 of the General Accounting Office Building, 441 G Street NW., Washington 25, D.C.

Any person, firm, or corporation having any direct financial interest in this proceeding within the meaning of section 5(e)(1) and desiring to be heard on issues pertinent to section 5(e)(1) must, before the close of business on August 22, 1962, notify the Secretary, Maritime Administration/Maritime Subsidy Board in writing, in triplicate, and file a Petition for Leave to Intervene which shall state clearly and concisely the grounds of interest, and the alleged facts in support thereof, pursuant to Rule 5 (n) of said rules of practice. Notwithstanding anything in said Rule 5(n), Petitions for Leave to Intervene received after the close of business on August 22, 1962, will not be granted in this proceeding.

Dated: August 2, 1962.

JAMES S. DAWSON, Jr.,
Secretary.

[F.R. Doc. 62-7946; Filed, Aug. 8, 1962; 8:53 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket No. 14728; FCC 62M-1117]

ROBERT W. SELTZER

Order Setting Prehearing Conference

In the matter of the application of Robert W. Seltzer, Docket No. 14728, File No. 2913-C2-P-62; for a construction permit to establish a new station for one-way signaling communications in the Domestic Public Land Mobile Radio Service at Hartford, Connecticut.

It is ordered, This 3d day of August 1962, on the Hearing Examiner's own motion, that all parties, or their counsel, who desire to participate in the above-captioned proceeding are directed to appear for a prehearing conference pursuant to the provisions of § 1.111 of the Commission's rules, at the offices of the Commission in Washington, D.C., at 9:15 a.m., September 19, 1962.

Released: August 6, 1962.

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

[F.R. Doc. 62-7956; Filed, Aug. 8, 1962; 8:54 a.m.]

[Docket No. 14198; FCC 62-882]

PAN AMERICAN UNION ET AL.

Order Scheduling Oral Argument

The Pan American Union and the Pan American Sanitary Bureau *v.* All America Cables and Radio, Inc., The Commercial Cable Company, Mackay Radio and Telegraph Company, Inc., RCA Communications, Inc., Tropical Radio Telegraph Company, and The Western Union Telegraph Company.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 1st day of August 1962;

The Commission having under consideration:

(a) Its Order released herein on February 19, 1962, which essentially granted complainants' uncontested petition that the issue of defendants' liability be determined on briefs and that consideration of the issue of damages be deferred until such determination; which allowed the parties to file such briefs by March 23, 1962, and reply briefs by April 6, 1962; and which stated that the Commission would entertain requests filed by April 13, 1962, for oral argument on the question of defendants' liability;

(b) Briefs and replies filed by the parties pursuant to said Order;

(c) A request for oral argument filed by the complainants;

It appearing, that, oral argument on the briefs submitted will aid the Commission in reaching a decision herein on the issue of defendants' liability;

It is ordered, That oral argument herein on the issue of defendants' liability be held before the Commission en banc at its offices in Washington, D.C., beginning at 10 a.m. on the 5th day of October 1962:

It is further ordered, That counsel for complainants shall be allowed 20 minutes, and that counsel for defendants shall be allowed 20 minutes to be divided among them equally or in such manner as they may agree:

It is further ordered, That each party wishing to participate in the oral argument, which has not previously filed written notice of intent to so participate, shall file such notice within five days after the release of this order, and that failure to file such written notice shall constitute waiver of the opportunity to participate:

It is further ordered, That the Commission will issue, at a time subsequent to the oral argument scheduled herein, a final decision on the question of defendants' liability.

Released: August 3, 1962.

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

[F.R. Doc. 62-7957; Filed, Aug. 8, 1962; 8:54 a.m.]

[Docket Nos. 14748-14750; FCC 62-890]

CHARLES COUNTY BROADCASTING CO., INC., ET AL.

Order Designating Applications for Consolidated Hearing on Stated Issues

In re applications of Charles County Broadcasting Co. Inc., LaPlata, Maryland, Docket No. 14748, File No. BP-14748; requests: 1560 kc, 250 w, Day, Class II; Dorlen Broadcasters, Inc., Waldorf, Maryland, Docket No. 14749, File No. BP-15287; requests: 1560 kc, 1 kw, DA-Day, Class II; Charles C. Heaton and Jane W. Heaton, d/b as Radio Vienna, Vienna, Virginia, Docket No. 14750, File No. BP-15293; requests: 1560 kc, 500 w (250 w CH), Day Class II; for construction permits.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 1st day of August 1962;

The Commission having under consideration the above-captioned and described applications;

It appearing, that, except as indicated by the issues specified below, each of the instant applicants is legally, technically, financially, and otherwise qualified to construct and operate the instant proposals; and

It further appearing that the following matters are to be considered in con-

nection with the aforementioned issues specified below:

1. The proposals involve mutually prohibitive interference.

2. Dorlen Broadcasters, Inc., has not submitted sufficient information from which it can be ascertained that it complies with Commission policy as to the adequacy of cash and/or liquid assets to finance construction costs and operate for a reasonable period of time.

3. The following questions additionally are to be considered in connection with the issues specified below as concerns the application of Charles County Broadcasting Co., Inc.:

(a) whether the proposal would cause interference to Station WQXR (1560 kc, 50 w, DA–1, U, Class I–B);

(b) whether the proposal meets the requirements of § 3.187 of the Commission rules with respect to daytime skywave protection; to Station WQXR; and

(c) it has not been determined that the proposal would not cause a menace to air navigation.

4. In connection with the application of Radio Vienna, questions arise because of the following:

(a) the radiation toward Station WQXR appears to exceed the value permitted by § 3.187 of the Commission's rules;

(b) a satisfactory showing is not made as to the relation of the 25 mv/m contour with the business area of Vienna (see § 3.198(b)(1) of the Commission's rules).

5. Each of the proposals would cause interference to Station WPGC (1580 kc, 10 kw, DA–D, Class II), Morningside, Maryland.

It further appearing, that, in view of the foregoing, the Commission is unable to make the statutory finding that a grant of the subject application would serve the public interest, convenience, and necessity, and is of the opinion that the applications must be designated for hearing in a consolidated proceeding on the issues set forth below:

It is ordered, That, pursuant to section 309(e) of the Communications Act of 1934, as amended, the instant applications are designated for hearing in a consolidated proceeding, at a time and place to be specified in a subsequent Order, upon the following issues:

1. To determine the areas and populations which would receive primary service from the respective proposals of Charles County Broadcasting Co., Inc., Dorlen Broadcasters, Inc., and Radio Vienna and the availability of other primary service to such areas and populations.

2. To determine the nature and extent of the interference, if any, that each of the instant proposals would cause to and receive from each other and the interference that each of the instant proposals would receive from all other existing standard broadcast stations, the areas and populations affected thereby, and the availability of other primary service to the areas and populations affected by interference from any of the instant proposals.

3. To determine whether the instant proposal of Charles County Broadcasting Co., Inc. would cause objectionable interference to Station WQXR, New York, New York, or any other existing standard broadcast stations, and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

4. To determine whether Dorlen Broadcasters, Inc., is financially qualified to construct and operate its proposed station.

5. To determine whether there is a reasonable possibility that the tower height and location proposed by Charles County Broadcasting Co., Inc., would constitute a menace to air navigation.

6. To determine if the proposals of Charles County Broadcasting Co., Inc., and Radio Vienna comply with § 3.187 of the Commission rules.

7. To determine whether the instant proposal of Radio Vienna would provide coverage of the city sought to be served, as required by § 3.188(b)(1) of the Commission rules, and, if not, whether circumstances exist which would warrant a waiver of said section.

8. To determine whether the transmitter sites proposed by Radio Vienna and Charles County Broadcasting Co., Inc., are satisfactory with particular reference to the terrain and presence of any obstruction in the immediate vicinity.

9. To determine, in the light of section 307(b) of the Communications Act of 1934, as amended, which of the instant proposals would best provide a fair, efficient and equitable distribution of radio service.

10. To determine, in the light of the evidence adduced pursuant to the foregoing issues, which, if any, of the applications should be granted.

It is further ordered, That Interstate Broadcasting Company, Inc., licensee of Station WQXR, New York, New York, and WPGC, Inc., licensee of Station WPGC, Morningside, Maryland, are made parties to the proceeding.

It is further ordered, That the Federal Aviation Agency is made a party to the proceeding.

It is further ordered, That, in the event of a grant of any of these applicants, the construction permits shall contain the following condition:

Pending a final decision in Docket No. 14419 with respect to presunrise operation with daytime facilities, the present provisions of § 3.87 of the Commission rules are not extended to this authorization, and such operation is precluded.

It is further ordered, That in the event of the Charles County Broadcasting Co. Inc., application, the construction permit should also contain the following condition:

Permittee shall submit a nondirectional proof-of-performance to establish that the antenna efficiency has been reduced to essentially 175 mv/m/kw, as proposed.

It is further ordered, That, in the event of the grant of the Radio Vienna application, the construction permit shall also contain the following condition:

Permittee shall install an approved type transmitter, frequency, and modulation monitor.

It is further ordered, That, to avail themselves of the opportunity to be heard, the applicants and parties respondent herein, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this Order, file with the Commission in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this Order.

It is further ordered, That the applicants herein shall, pursuant to section 311(a)(2) of the Communications Act of 1934, as amended, and § 1.362(b) of the Commission rules, give notice of the hearing either individually or, if feasible, jointly, within the time and in the manner prescribed in such rule, and shall advise the Commission of the publication of such notice as required by § 1.362(g) of the rules.

It is further ordered, That, the issues in the above-captioned proceeding may be enlarged by the Examiner, on his own motion or on petition properly filed by a party to the proceeding, and upon sufficient allegations of fact in support thereof, by the addition of the following issue: To determine whether the funds available to the applicant will give reasonable assurance that the proposals set forth in the application will be effectuated.

Released: August 6, 1962.

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

[F.R. Doc. 62–7958; Filed, Aug. 8, 1962; 8:55 a.m.]

[Docket No. 14747; FCC 62–886]

ROUNSAVILLE OF MIAMI BEACH, INC.

Order Designating Application for Hearing on Stated Issues

In re application of Rounsaville of Miami Beach, Inc., licensee of Radio Station WFUN, South Miami, Fla., Docket No. 14747, File No. BML–1995; for authority to relocate main studio in Miami Beach, Florida.

At a session of the Federal Communications Commission held at its offices in Washington, D.C., on the 1st day of August 1962;

The Commission having under consideration the above-captioned application and earlier applications and correspondence involving the same licensee.

It appearing, that, on September 10, 1958, the Commission granted a permit (BP–11316) to WFUN (then WMBM) authorizing the construction of improved facilities and, in connection therewith, a change in station location from Miami Beach to South Miami, Florida; and

It further appearing, that, inasmuch as the grant of that application brought the first local nighttime standard broadcast service to the community of South

Miami, it fell within an exception to the so-called "10 percent Rule"—§ 3.28(d) of the Commission's rules—and was therefore approved without hearing despite a population loss within the station's normally protected primary service area in excess of 10 percent; and

It further appearing, that, before construction of the improved facilities at South Miami had been completed, WFUN sought authority to designate its auxiliary studio in Miami Beach, Florida, as the station's main studio on grounds of convenience (File No. BMP–8409); and

It further appearing, that, on April 22, 1959, the applicant was informed as to the possible necessity for a hearing on said application (which was later dismissed at applicant's request); and

It further appearing, that, WFUN subsequently applied for modification of license (File No. BML–1941) for change in station location from South Miami to Miami, Florida, which application was designated for hearing by Order released November 6, 1961 (Docket No. 14359) on various issues including compliance with the so-called "10 percent Rule"; and

It further appearing, that, on March 13, 1962, counsel for WFUN requested dismissal of said application and termination of the hearing, citing changes in the station's program format, but indicating an intention to file an application requesting only a change in main studio location; and

It further appearing, that, the above-captioned application is almost identical to the one filed with the Commission in 1959 and, despite WFUN's intention to continue air identification as a South Miami station, approval thereof would appear to undercut the basis on which it became a South Miami station; and

It further appearing, that, a satisfactory showing has not been made as to why WFUN's main studio, now situated at the station's transmitter site west of South Miami, cannot be located within the corporate limits of South Miami in accordance with § 3.30(a) of the Commission's rules; and

It further appearing, that, in view of the above-described matters, the Commission is unable to find that a grant of the above-captioned application would serve the public interest, convenience and necessity, and that said application must therefore be designated for hearing:

It is ordered, That, pursuant to section 309(e) of the Communications Act of 1934, as amended, the above-captioned application is designated for hearing at a time and place to be specified in a subsequent Order, upon the following issues:

1. To determine whether WFUN can effectively serve the community of South Miami as a medium of local self expression from the proposed MacArthur Causeway studio in Miami Beach.

2. To determine whether the applicant has shown good cause for waiver of § 3.30(a) of the Commission's rules to permit establishment of the main studio outside the corporate limits of South Miami at a point other than the WFUN transmitter site.

3. To determine whether, in the light of the evidence adduced with respect to the foregoing issues, a grant of the above-captioned application would serve the public interest, convenience and necessity.

It is further ordered, That, to avail itself of an opportunity to be heard, the applicant herein, pursuant to § 1.140 of the Commission's rules, in person or by attorney, shall within 20 days of the mailing of this Order, file with the Commission, in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this Order.

Released: August 6, 1962.

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

[F.R. Doc. 62–7959; Filed, Aug. 8, 1962; 8:55 a.m.]

[Docket Nos. 14751, 14752; FCC 62–893]

WESTERN BROADCASTING CO. (KOLO) AND KWES BROADCASTING CO.

Order Designating Applications for Consolidated Hearing on Stated Issues

In re applications of Western Broadcasting Company (KOLO), Reno, Nevada, Docket No. 14751, File No. BP–14567; has: 920 kc, 1 kw, DA–N, U, Class III, requests: 920 kc, 1 kw, 5 kw–LS, DA–N, U, Class III; Corbett Pierce and Chester Smith d/b as KWES Broadcasting Company, Ceres, Calif., Docket No. 14752, File No. BP–15261; requests: 920 kc, 500 w, DA–D, Class III; for construction permits.

At a session of the Federal Communications Commission held at its offices in Washington, D.C. on the 1st day of August, 1962;

The Commission having under consideration the above-captioned and described applications;

It appearing, that, except as indicated by the issues specified below, each of the applicants is legally, technically and otherwise qualified to construct and operate the proposals; and

It further appearing, that the following matters are to be considered in connection with the aforementioned issues specified below:

1. The above-captioned proposals involve mutual interference.

2. The proposal of Western Broadcasting Company causes inteference to Station KMET, Paradise, Calif.

3. The proposal of KWES Broadcasting Company causes interference to the existing operation of Station KOLO, Reno, Nevada, Station KEWB, Oakland, California, and Station KFRE, Fresno, Calif.

4. The proposal of Western Broadcasting Company admittedly does not meet the requirements of § 3.24(g) of the Rules and requests a waiver thereof. In support of the request for waiver, it is stated that there are no apartments in the blanket contour and the new residential subdivision is not immediately adjacent to the KOLO towers; very few people reside close to the towers where unusually high field intensities could cause blanket interference problems; essentially all the homes are recent constructions; and in the applicant's opinion no adverse cross-modulation problems would be created.

5. It has not been determined that the proposal of KWES Broadcasting Company complies with the provisions of § 3.28(d)(3) of the Commission's rules and a waiver is requested.

6. KWES Broadcasting Company proposes a broadcast week of 84 hours and the application represents that 23.3 percent of the programing will be live. This is to be accomplished by the partners; 1 chief engineer-announcer, 1 announcer-engineer (full time) and 1 announcer-engineer (part time). The other full time employees will be a receptionist-bookkeeper and a copywriter-traffic manager. A question is raised as to the adequacy of staff to effectuate the extensive live programing.

It is further appearing, that, in view of the foregoing, the Commission is unable to make the statutory finding that a grant of the subject applications would serve the public interest, convenience, and necessity, and is of the opinion that the applications must be designated for hearing in a consolidated proceeding on the issues set forth below:

It is ordered, That, pursuant to section 309(e) of the Communications Act of 1934, as amended, the instant applications are designated for hearing in a consolidated proceeding, at a time and place to be specified in a subsequent Order, upon the following issues:

1. To determine the areas and populations which would receive primary service from KWES Broadcasting Company and the availability of other primary service to such areas and populations.

2. To determine the areas and populations which may be expected to gain or lose primary service from the proposed operation of Station KOLO and the availability of other primary service to such areas and populations.

3. To determine the nature and extent of the interference, if any, that each of the instant proposals would cause to and receive from each other and the interference that each of the instant proposals would receive from all other existing standard broadcast stations, the areas and populations affected thereby, and the availability of other primary service to the areas and populations affected by interference from any of the instant proposals.

4. To determine whether the instant proposal of Western Broadcasting Company would cause objectionable interference to Station KMET, Paradise, Calif., or any other existing standard broadcast stations, and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

5. To determine whether the instant proposal of KWES Broadcasting Company would cause objectionable interference to Station KOLO, Reno, Nev., KEWB, Oakland, Calif., and KFRE, Fresno, Calif., or any other existing standard broadcast stations, and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other primary service to such areas and populations.

6. To determine whether the interference received by the proposal of KWES Broadcasting Company from the other proposals herein and any existing stations would affect more than ten percent of the population within its normally protected primary service area in contravention of § 3.28(d)(3) of the Commission rules and, if so, whether circumstances exist which would warrant a waiver of said section.

7. To determine whether the instant proposal of Western Broadcasting Company is in compliance with § 3.24(g) of the Commission rules concerning population within the 1000 mv/m contour, and, if not, whether circumstances exist which would warrant a waiver of said section.

8. To determine whether the application of KWES Broadcasting Company, in view of its proposals as to staff, would be able to operate its station in the manner proposed by its application.

9. To determine, in the light of section 307(b) of the Communications Act of 1934, as amended, which of the instant proposals would better provide a fair, efficient and equitable distribution of radio service.

10. To determine, in the light of the evidence adduced pursuant to the foregoing issues which, if either, or both, of the instant applications should be granted.

It is further ordered, That Western Broadcasting Company, licensee of Station KOLO, Reno, Nev., is made a party to the proceeding with respect to its existing operation.

It is further ordered, That Crowell-Collier Broadcasting Corporation, Triangle Publications Incorporated (Radio and Television Division), and Arthur L. Bray, licensees of Stations KEWB, KFRE, and KMET, are made parties to the proceeding.

It is further ordered, That, in the event of a grant of either of the above-captioned applications, the construction permit shall contain the following condition: Pending a final decision in Docket No. 14419 with respect to pre-sunrise operation with daytime facilities, the present provisions of § 3.87 of the Commission's rules are not extended to this authorization, and such operation is precluded.

It is further ordered, That in the event of a grant of the application of Western Broadcasting Company, the construction permit shall be further conditioned as follows: Permittee shall submit with the application for license antenna resistance measurements made in accordance with § 3.54 of the Commission rules. Before program tests are authorized, permittee shall submit sufficient field intensity measurements made on the nighttime directional operation to establish that the nighttime array remains adjusted within authorized limits.

It is further ordered, That, to avail themselves of the opportunity to be heard, the applicants and parties respondent herein, pursuant to § 1.140 of the Commission rules, in person or by attorney, shall, within 20 days of the mailing of this order, file with the Commission in triplicate, a written appearance stating an intention to appear on the date fixed for the hearing and present evidence on the issues specified in this order.

It is further ordered, That the applicants herein shall, pursuant to section 311(a)(2) of the Communications Act of 1934, as amended, and § 1.362(b) of the Commission's rules, give notice of the hearing, either individually or, if feasible, jointly, within the time and in the manner prescribed in such rule, and shall advise the Commission of the publication of such notice as required by § 1.362(g) of the rules.

It is further ordered, That, the issues in the above-captioned proceeding may be enlarged by the Examiner, on his own motion or on petition properly filed by a party to the proceeding, and upon sufficient allegations of fact in support thereof, by the addition of the following issue: To determine whether the funds available to the applicant will give reasonable assurance that the proposals set forth in the application will be effectuated.

Released: August 6, 1962.

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

[F.R. Doc. 62-7960; Filed, Aug. 8, 1962; 8:55 a.m.]

FEDERAL POWER COMMISSION

[Docket No. G-13255 etc.]

SHELL OIL CO. ET AL.

Notice of Applications and Date of Hearing

AUGUST 3, 1962.

Shell Oil Company, Docket No. G-13255, David Crow, Trustee, Docket No. G-13593, W. A. Delaney, Jr., et al., Docket No. G-14573, Messman-Rinehart Oil Company (Operator), et al., Docket No. G-15801, Texaco Inc., Docket No. G-15802, Nathan Appelman d.b.a. N. Appleman Co., et al., Docket No. G-15804, Coastal States Gas Producing Company, Docket No. G-16094, Champlin Oil & Refining Co., Docket No. G-16749, Coastal States Gas Producing Company, Docket No. G-16938, R. C. Brandon, et al., Docket No. G-17236, R. C. Brandon, et al., Docket No. G-17843, Pan American Petroleum Corporation, Docket No. G-17933, Pan American Petroleum Corporation (Operator), et al., Docket No. G-18083, Schermerhorn Oil Corporation (Operator) et al., Docket No. G-18161, Cities Service Petroleum Company, Docket No. G-18352, Cities Service Petroleum Company, Docket No. G-18373, Harway Producers, Inc., Docket No. G-18459, J. M. Huber Corporation, Docket No. G-18480, Alfred D. McKelvy (Operator), et al., Docket No. G-18531, Texas Pacific Coal & Oil Company, Docket No. G-18637, Texas Pacific Coal & Oil Company, Docket No. G-18659, Zephyr Oil Company, Docket No. G-18791, Alfred D. McKelvy (Operator), et al., Docket No. G-19451, Tidewater Oil Company (Operator), et al., Docket No. G-19586, Gulf Oil Corporation (Operator), et al., Docket No. G-19689, Texas Pacific Coal & Oil Company, Docket No. G-19959, J. F. Dougherty, Docket No. G-20233, Texaco Inc., Docket No. CI60-32, Slade, Inc. (Operator), et al., Docket No. CI60-174, Stekoll Petroleum Corporation, Docket No. CI60-405, Cabeen Exploration Corporation, Docket No. CI60-540, N. H. Wheless Oil Company & B. A. Hardey, Docket No. CI60-647, Cyprus Mines Corporation, Docket No. CI61-244, Cabot Corporation, Docket No. CI61-275, Richard M. Finder d.b.a. Texkan Oil Company (Operator), et al., Docket No. CI61-317, Lario Oil & Gas Company, Docket No. CI61-550, Ruth C. Gardner, Trustee, et al., Docket No. CI61-598, Krebs Oil Company, et al. d.b.a. Ray Bros. Drilling Company, Docket No. CI61-656, Producing Properties, Inc., et al., Docket No. CI61-1236, Elvis L. Robert, Docket No. CI61-1312.

Union Oil Company of California, Docket No. CI61-1620, Texaco Inc., Docket No. CI61-1757, George L. Yaste d.b.a. Oil States Sales Company, Docket No. CI62-237, Humble Oil & Refining Company, Docket No. CI62-244, Tidewater Oil Company (Operator), et al., Docket No. CI62-263, Sidney G. Myers, Jr., Docket No. CI62-277, The British-American Oil Producing Company, et al., Docket No. CI62-307, Cabeen Exploration Corporation, Docket No. CI62-397, John J. Eisner, Docket No. CI62-495, Edwin L. Cox, Docket No. CI62-621, Penrose & Tatum (Operator), et al., Docket No. CI62-745, Anadarko Production Company, Docket No. CI62-790, H. F. Sears, Docket No. CI62-794, A. A. Cameron d.b.a. Cameron Oil Company, Docket No. CI62-870, James Davis, Jr. d.b.a. Solar Oil Company, Docket No. CI62-891, J. Phillip Boyle, Jr., et al., Docket No. CI62-904, Rip C. Underwood, et al., Docket No. CI62-905, Ashland Oil & Refining Company (Operator), et al., Docket No. CI62-908, Edgar W. White, et al., Docket No. CI62-931, Dunlap Oil Corporation, Docket No. CI62-954, Afroma Oil and Gas Company, Inc. (Operator), et al., Docket No. CI62-976, Claud B. Hamill, Docket No. CI62-995, John C. Robbins, Jr., Docket No. CI62-1011, Perry E. Larson and Max L. Thomas (Operator), et al., Docket No. CI62-1015, Southwest Production Company (Operator), et al., Docket No. CI62-1033, Nafco Oil and Gas Inc. (Operator), et al., Docket No. CI62-1204, Thomas E. Berry, Docket No. CI62-1205, J. Glenn Turner and William G. Webb, Docket No. CI62-1211, Cecil Meadows, et al., Docket No. CI62-1214, Burk Royalty Company, Docket No. CI62-1215, Tenneco Oil Company, Docket No. CI62-1216, Carl E. Gungoll, et al., Docket No. CI62-1221, James S. Ray d.b.a. Gilbert Creek Gas Co., Docket No. CI62-

1222; Harry A. Kalish, et al., Docket No. CI62–1223, W. C. McBride, Inc., Docket No. CI62–1227, Walter E. Smith d.b.a. John G. Rogers #1, Docket No. CI62–1233, Standard Oil Company of Texas, A Division of California Oil Company, Docket No. CI62–1238, John C. Pickett, Docket No. CI62–1248, W. C. Payne (Operator), et al., Docket No. CI62–1259.

Standard Oil Company of Texas, A Division of California Oil Company, Docket No. CI62–1264, H. F. Sears, Docket No. CI62–1334, T. L. Mullen Company, Docket No. CI62–1338, Humble Oil & Refining Company, Docket No. CI62–1351, Whitehall Oil Company, Inc., Docket No. CI62–1353, Olin B. Wetzel d.b.a. Bower, Hall and Wetzel, Docket No. CI62–1354, J. & B. Oil Corporation, Docket No. CI62–1355, Wyatt & Boggs, Docket No. CI62–1356, Blaho Oil & Gas Company, Docket No. CI62–1357, Crow Drilling & Producing Co., Docket No. CI62–1360, Ambassador Oil Corporation, Docket No. CI62–1362, A. L. Hammer, et al., d.b.a. H&M Drilling Company (Operator), et al., Docket No. CI62–1364, Hugh K. Spencer, et al., Docket No. CI62–1365, Arthur L. Nicholson d.b.a. Five Leaf Clover Oil and Gas Company, Docket No. CI62–1366, N. G. Clark, Docket No. CI62–1368, Charles E. Baker d.b.a. James Robinson Well No. 1, Docket No. CI62–1369, Texaco Inc., Docket No. CI62–1370, Manor Oil Company, Docket No. CI62–1372, J. N. Pratt, et al., Docket No. CI62–1373, Texaco Inc., Docket No. CI62–1374, Earlsboro Oil & Gas Company (Partnership), et al., Docket No. CI62–1376, Mid-America Minerals, Inc., Docket No. CI62–1377, Plains Exploration Company, et al., Docket No. CI62–1378, Arthur I. Appleton d.b.a. Appleton Oil Company (Operator), et al., Docket No. CI62–1382, Joe T. Juhan, Docket No. CI62–1385, Sinclair Oil & Gas Company, Docket No. CI62–1388, Champlin Oil & Refining Company, Docket No. CI62–1389, John Hunter, et al., Docket No. CI62–1404, F. M. Haught, Docket No. CI62–1405, J. T. Langham (Operator), et al., Docket No. CI62–1406, Henry O. Gossett, Jr., Docket No. CI62–1407, Ferrell L. Prior, d.b.a. Prior Oil Company, Docket No. CI62–1408, Hamilton Brothers, Ltd. (Operator), et al., Docket No. CI62–1411, Sunray DX Oil Company, Docket No. CI62–1412, Laurence W. Ritter, Docket No. CI62–1425, The British-American Oil Producing Company (Operator), et al., Docket No. CI62–1433, John A. Egan (Operator), et al., Docket No. CI62–1435, W. L. Meadows, Jr., et al., Docket No. CI62–1444, Big Chief Drilling Company, Docket No. CI62–1449, Glenn F. Thomas, et al. d.b.a. Thomas & Brewer (Operator), et al., Docket No. CI62–1450, Tom Vessels, Jr., Docket No. CI62–1452.

Take notice that each of the above Applicants has filed an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale and delivery of natural gas in interstate commerce as hereinafter described, all as more fully described in the respective applications (and any supplements or amendments thereto) which are on file with the Commission and open to public inspection.

The Applicants herein produce and propose to sell natural gas for transportation in interstate commerce for resale as indicated below:

Docket No.; Field and Location; Purchaser; and Initial Price per Mcf

G–13255; Helen Gohlke Field, DeWitt and Victoria Counties, Tex.; Texas Eastern Transmission Corp.; 11.42656 cents at 14.65 p.s.i.a.

G–13593; Maxie-Pistol Ridge Area, Pearl River County, Miss.; United Gas Pipe Line Co.; 20.1324 cents at 15.025 p.s.i.a.

G–14573; Katie Field, Garvin County, Okla.; Lone Star Gas Co.; 11.0 cents at 14.65 p.s.i.a.

G–15801; Laredo Pool, Reno County, Kans.; Panhandle Eastern Pipe Line Co.; 13.0 cents at 14.65 p.s.i.a.

G–15802; Ellenburger Field, Andrews County, Tex.; El Paso Natural Gas Co.; 8.0945 cents at 14.65 p.s.i.a.

G–15804; Acreage in Finney County, Kans.; Northern Natural Gas Co.; 12.0 cents at 14.65 p.s.i.a.

G–16094; Hidalgo Field, Hildalgo County, Tex.; Trunkline Gas Co.; 12.3652 cents at 14.65 p.s.i.a.

G–16749; Hugoton Field, Finney County, Kans.; Northern Natural Gas Co.; 12.0 cents at 14.65 p.s.i.a.

G–16938; Hidalgo Field Area, Hidalgo County, Tex.; Trunkline Gas Co.; 12.3652 cents at 14.65 p.s.i.a.

G–17236; Jalmat Field, Lea County, N. Mex.; El Paso Natural Gas Co.; 9.5 cents at 14.65 p.s.i.a.

G–17843 (as Supp. 3–12–59, 1–31–61, 2–28–61); Jalmat Field, Lea County, N. Mex.; El Paso Natural Gas Co.; 5.5 cents at 14.65 p.s.i.a.

G–17933; West Gallegos Canyon, Dakota Field, San Juan County, N. Mex.; El Paso Natural Gas Co.; 12.0 cents at 15.025 p.s.i.a.

G–18083; South Forgan-Mocane Area, Beaver County, Okla.; Panhandle Eastern Pipe Line Co.; 16.0 cents at 14.65 p.s.i.a.

G–18161 (as Supp. 8–24–59); Langlie-Mattix Field, Lea County, N. Mex.; El Paso Natural Gas Co.; 5.5 cents at 14.65 p.s.i.a.

G–18352 (as Supp. 1–12–61 and 3–15–61); Acreage in Beaver County, Okla.; Natural Gas Pipeline Co. of America; 16.6 cents at 14.65 p.s.i.a.

G–18373 (as Supp. 1–12–61); S. E. Benson Area, Pawnee County, Kans.; Northern Natural Gas Co.; 15.0 cents at 14.65 p.s.i.a.

G–18459 (as Supp. 6–18–62); North Ruston Field, Lincoln Parish, La.; Arkansas Louisiana Gas Co.; 13.32 cents at 15.025 p.s.i.a.

G–18480; North Hutchinson Field, Hansford County, Tex.; Northern Natural Gas Co.; 16.5 cents at 14.65 p.s.i.a.

G–18531; Hugoton Field, Finney County, Kans.; Northern Natural Gas Co.; 12.0 cents at 14.65 p.s.i.a.

G–18637; Acreage in San Juan County, N. Mex.; El Paso Natural Gas Co.; 12.0 cents at 14.65 p.s.i.a.

G–18659; Aztec Field, San Juan County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 14.65 p.s.i.a.

G–18791; Waskom Field, Harrison County, Tex.; Arkansas Louisiana Gas Co.; 11.25205 cents at 14.65 p.s.i.a.

G–19451; Hugoton Field, Finney County, Kans., Northern Natural Gas Co.; 12.0 cents at 14.65 p.s.i.a.

G–19586; Justis Field, Lea County, N. Mex.; El Paso Natural Gas Co.; 6.5 cents at 14.65 p.s.i.a.

G–19689; Justis Blinebry, Justis Ellenburger and Justis McKee Pools, Lea County, N. Mex.; El Paso Natural Gas Co.; 6.5 cents at 14.65 p.s.i.a.

G–19959; Aztec Field, San Juan County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 14.65 p.s.i.a.

G–20233 (as Supp. 11–28–60); Mission Bridge Field, Victoria County, Tex.; Transcontinental Gas Pipe Line Corp.; 7.0945 cents at 14.65 p.s.i.a.

CI60–32 (as Supp. 8–29–60 and 12–11–61); LaBarge Field, Lincoln and Sublette Counties, Wyo.; El Paso Natural Gas Co.; 15.0 cents at 14.65 p.s.i.a.

CI60–174; Sprayberry Trend Area, Reagan County, Tex.; El Paso Natural Gas Co.; 10.096 cents at 14.65 p.s.i.a.

CI60–405; Blanco (Mesaverde) Field, San Juan County, N. Mex.; El Paso Natural Gas Co.; 12.0 cents at 15.025 p.s.i.a.

CI60–540; Dipper Gap Field, Logan County, Colo.; Antelope Gas Products Co.; 11.0 cents at 14.65 p.s.i.a.

CI60–647; Acreage in Stevens County, Kans.; Kansas-Colorado Utilities, Inc.; 11.0 cents at 14.65 p.s.i.a.

CI61–244; Acreage in Stephens County, Okla.; Lone Star Gas Co.; 14.0 cents at 14.65 p.s.i.a.

CI61–275; (9–19–60); Hugoton Field, Texas County, Okla.; Kansas-Nebraska Natural Gas Co., Inc.; 11.0 cents at 14.65 p.s.i.a.

CI61–317; Carmichael Field, Jackson County, Tex.; United Gas Pipe Line Co.; 13.1644 cents at 14.65 p.s.i.a.

CI61–550; ILS Southwest Field, Barber County, Kans.; Cities Service Gas Co.; 13.0 cents at 14.65 p.s.i.a.

CI61–598; Alfred Area, Jim Wells County, Tex.; Alfred Production Co.; 10.096 cents at 14.65 p.s.i.a.

CI61–656 Geary District, Roane County, W. Va.; Godfrey L. Cabot, Inc.; 10.0 cents at 15.325 p.s.i.a., 18.0 cents at 15.325 p.s.i.a.

CI61–1236 (as Supp. 8–25–61); Normanna Field, Bee County, Tex.; Natural Gas Pipeline Co. of America; 18.0 cents at 14.65 p.s.i.a.

CI61–1312; Farmington Pictured Cliffs Field, San Juan County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 14.65 p.s.i.a.

CI61–1620; Acreage in Dewey County, Okla.; Natural Gas Pipeline Co. of America; 15.0 cents at 14.65 p.s.i.a.

CI61–1757; Palito Blanco Field, Jim Wells County, Tex.; Ben Bolt Gathering Co.; 15.944 cents at 14.65 p.s.i.a.

CI62–237; Union District, Ritchie County, W. Va.; Carnegie Natural Gas Co., 20.0 cents at 14.65 p.s.i.a.

CI62–244; Acreage in Stephens County, Okla.; Lone Star Gas Co., 14.0 cents at 14.65 p.s.i.a.

CI62–263 (as Supp. 10–2–61); South Marlow Field, Stephens County, Okla.; Arkansas Louisiana Gas Co.; 15.0 cents at 14.65 p.s.i.a.

CI62–277 (as Supp. 1–29–61); Rodessa Field, Cass County, Tex.; United Gas Pipe Line Co.; 9.6024 cents at 14.65 p.s.i.a.

CI62–307; South Marlow Field, Stephens County, Okla.; Arkansas Louisiana Gas Co.; 15.0 cents at 14.65 p.s.i.a.

CI62–397; Dipper Gap Field, Logan County, Colo.; Antelope Gas Products Co.; 11.0 cents at 14.65 p.s.i.a.

CI62–495; Mocane Field, Beaver County, Okla.; Colorado Interstate Gas Co.; 17.0 cents at 14.65 p.s.i.a.

CI62–621; Yeary Field, Kleberg County, Tex.; South Texas Natural Gas Gathering Co.; 17.0 cents at 14.65 p.s.i.a.

CI62–745; McElvain-Tatum Unit, Ignacio-Blanco (Mesaverde) Field, LaPlata County, Colo.; El Paso Natural Gas Co.; 13.0 cents at 15.025 p.s.i.a.

CI62–790; Hugoton Field, Finney County, Kans.; Kansas-Nebraska Natural Gas Co., Inc.; 11.0 cents at 14.65 p.s.i.a.

CI62–794; Bisti Field, San Juan County, N. Mex.; El Paso Natural Gas Co.; 13.0 cents at 15.025 p.s.i.a.

CI62–870; West Marlow Field, Grady and Comanche Counties, Okla.; Arkansas Louisiana Gas Co.; 15.0 cents at 14.65 p.s.i.a.

CI62–891; Harper Ranch, North Morrow Field, Clark County, Kans.; Northern Natural Gas Co.; 16.0 cents at 14.65 p.s.i.a.

CI62–904; Guymon-Hugoton Field, Texas County, Okla.; Kansas-Nebraska Natural Gas Co., Inc.; 11.0 cents at 14.65 p.s.i.a.

CI62–905; Acreage in Texas County, Okla.; Panhandle Eastern Pipe Line Co.; 16.0 cents at 14.65 p.s.i.a.

CI62–908; Harper Ranch Field, Clark County, Kans.; Northern Natural Gas Co.; 16.0 cents at 14.65 p.s.i.a.

CI62–931; Hugoton Field, Morton County, Kans.; Panhandle Eastern Pipe Line Co.; 11.0 cents at 14.65 p.s.i.a., 16.0 cents at 14.65 p.s.i.a.

CI62–954; Seeligson Field, Jim Wells County, Tex.; Tennessee Gas Transmission Co.; 17.24347 cents at 14.65 p.s.i.a.

CI62–976; Albrecht Field Area, Goliad County, Tex.; United Gas Pipe Line Co.; 12.1536 cents at 14.65 p.s.i.a.

CI62–995; Weesatche, NE. Mackhank Field, Goliad County, Tex.; United Gas Pipe Line Co.; 12.1536 cents at 14.65 p.s.i.a.

CI62–1011; Danville Field, Rusk County, Tex.; Lone Star Gas Co.; 14.49 cents at 14.65 p.s.i.a.

CI62–1015; W. L. Pickens Lease, Grayson County, Tex.; Lone Star Gas Co.; 14.49 cents at 14.65 p.s.i.a.

CI62–1033; Acreage in San Juan County, N. Mex.; El Paso Natural Gas Co.; 12.0 cents at 15.025 p.s.i.a.

CI62–1204; Acreage in Hansford County, Tex.; Natural Gas Pipeline Co. of America; 12.0 cents at 14.65 p.s.i.a.

CI62–1205; Hugoton Field, Texas County, Okla.; Panhandle Eastern Pipe Line Co.; 11.0 cents at 14.65 p.s.i.a.

CI62–1211; South Blanco Field, Rio Arriba County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 15.025 p.s.i.a.

CI62–1214; Troy District, Gilmer County, W. Va.; Equitable Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1215; Jalmat Field, Lea County, N. Mex.; El Paso Natural Gas Co.; 9.0 cents at 14.65 p.s.i.a.

CI62–1216; May Field, Kleberg County, Tex.; Texas Eastern Transmission Corp.; 14.2 cents at 14.65 p.s.i.a.

CI62–1221; Northeast Waynoka Field, Woods County, Okla.; Cities Service Gas Co.; 13.0 cents at 14.65 p.s.i.a.

CI62–1222; Stafford District, Mingo County, W. Va.; United Fuel Gas Co.; 26.0 cents at 15.325 p.s.i.a.

CI62–1223; Washington District, Calhoun County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1227; Rosston North Area, Harper County, Okla.; Northern Natural Gas Co.; 17.0 cents at 14.65 p.s.i.a.

CI62–1233; Sheridan District, Calhoun County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1238; Yates Field, Pecos County, Tex.; El Paso Natural Gas Co.; 14.0 cents at 14.65 p.s.i.a.

CI62–1248; San Juan Field, San Juan County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 15.025 p.s.i.a.

CI62–1259; Ringwood Field, Major County, Okla.; Oklahoma Natural Gas Gathering Corp.; 11.0 cents at 14.65 p.s.i.a.

CI62–1264; Jack Herbert Field, Upton County, Tex.; El Paso Natural Gas Co.; 15.7092 cents at 14.65 p.s.i.a.

CI62–1334; Panhandle Field, Hutchinson County, Tex.; J. W. Glass, Jr., and R. S. Randolph, Trustee for Henderson Trust No. 2; 12.0 cents at 14.65 p.s.i.a.

CI62–1338; Meade District, Upshur County, W. Va.; Hope Natural Gas Co., 25.0 cents at 15.325 p.s.i.a.

CI62–1351; Yucca Butte and Cobblestone Fields, Pecos and Terrell Counties, Tex.; El Paso Natural Gas Co.; 15.7093 cents at 14.65 p.s.i.a.

CI62–1353; Acreage in Beaver County, Okla.; Colorado Interstate Gas Co.; 16.5 cents at 14.65 p.s.i.a.

CI62–1354; West Union District, Doddridge County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1355; Lee District, Calhoun County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1356; Spencer District, Roane County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1357; Grant District, Ritchie County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1360; Terryville Field, Lincoln Parish, La.; Texas Gas Transmission Corp.; 18.25 cents at 15.025 p.s.i.a.

CI62–1362; Pryor "A" Unit, Beaver County, Okla.; Panhandle Eastern Pipe Line Co.; 17.0 cents at 14.65 p.s.i.a.

CI62–1364; Southeast Rainbow Bend Pool, Cowley County, Kans.; Cities Service Gas Co.; 12.0 cents at 14.65 p.s.i.a.

CI62–1365; West Union District, Doddridge County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1366; Union District, Ritchie County, W. Va.; Equitable Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1368; Hackers Creek District, Lewis County, W. Va.; Equitable Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1369; West Union District, Doddridge County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1370; West Chapel Hill Field, Smith County, Tex.; Lone Star Gas Co.; 14.49 cents at 14.65 p.s.i.a.

CI62–1372; Center District, Gilmer County, W. Va.; Equitable Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1373; Kai Creek and Flying "M" Fields, Victoria County, Tex.; Natural Gas Pipeline Co. of America; 16.0 cents at 14.65 p.s.i.a.

CI62–1374; Manziel Field, Woods County, Tex.; Lone Star Gas Co.; 14.49 cents at 14.65 p.s.i.a.

CI62–1376; Wakita Field, Grant County, Okla.; Cities Service Gas Co.; 13.0 cents at 14.65 p.s.i.a.

CI62–1377; Six Mile Field, Beaver County, Okla.; Northern Natural Gas Co.; 17.0 cents at 14.65 p.s.i.a.

CI62–1378; Riverside Field, Weld County, Colo.; Kansas-Nebraska Natural Gas Co., Inc.; 12.0 cents at 15.025 p.s.i.a.

CI62–1382; Deer Creek Field, Grant County, Okla.; Arkansas Louisiana Gas Co:; 11.0 cents at 14.65 p.s.i.a.

CI62–1385; Acreage in San Juan County, N. Mex.; El Paso Natural Gas Co.; 13.0 cents at 15.025 p.s.i.a.

CI62–1388; Camp Creek, Six Mile and SE Floris Fields, Beaver County, Okla.; Northern Natural Gas Co.; 17.0 cents at 14.65 p.s.i.a.

CI62–1389 (as Supp. 6–1–62); Ringwood Field, Major County, Okla.; Oklahoma Natural Gas Gathering Corp.; 6.0 cents at 14.65 p.s.i.a.

CI62–1404; Murphy District, Ritchie County, West Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1405; McClellan District, Doddridge County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1406; Jalmat Field, Lea County, N. Mex.; El Paso Natural Gas Co.; 9.0 cents at 14.65 p.s.i.a.

CI62–1407; Grant District, Doddridge County, W. Va.; Equitable Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1408; New Milton District, Doddridge County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1411; Unnamed Field, Texas County, Okla.; Cities Service Gas Co.; 17.0 cents at 14.65 p.s.i.a.

CI62–1412; Ringwood Field, Major County, Okla.; Oklahoma Natural Gas Gathering Corporation and Warren Petroleum Corp.; 11.0 cents at 14.65 p.s.i.a.

CI62–1425; Acreage in Rio Arriba County, N. Mex.; El Paso Natural Gas Co.; 12.0 cents at 15.025 p.s.i.a.

CI62–1433; Armstrong Field, Logan County, Colo.; Kansas-Nebraska Natural Gas Co., Inc.; 12.826 cents at 15.025 p.s.i.a.

CI62–1435; Acreage in Rio Arriba County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 15.025 p.s.i.a.

CI62–1444; Murphy District, Ritchie County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 p.s.i.a.

CI62–1449; Ringwood Field, Major County, Okla.; Oklahoma Natural Gas Gathering Corp.; 11.0 cents at 14.65 p.s.i.a.

CI62–1450; Panhandle Area, Beaver County, Okla.; Kansas-Nebraska Natural Gas Co., Inc.; 15.0 cents at 14.65 p.s.i.a.

CI62–1452; Acreage in Logan County, Colo.; Kansas-Nebraska Natural Gas Co., Inc.; 9.162 cents at 15.025 p.s.i.a.

The public convenience and necessity require that these matters be heard on a consolidated record and disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on September 5, 1962, at 9:30 a.m., e.d.s.t., in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such applications: *Provided, however,* That the Commission may after a noncontested hearing dispose of the proceedings pursuant to the provisions of § 1.30 (c)(1) or (c)(2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before August 24, 1962. Failure of any party to appear at and participate in the hearing shall be construed as waiver of and concurrence in omission herein of the intermediate decision procedure in cases where a request therefor is made: *Provided, further,* If a protest, petition to intervene, or notice of intervention be timely filed in any of the above dockets, the above hearing date as to that docket will be vacated and a new date for hearing will be fixed as provided in § 1.20(m)(2) of the rules of practice and procedure.

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 62–7947; Filed, Aug. 8, 1962; 8:53 a.m.]

[Docket No. CP62-212]

MICHIGAN WISCONSIN PIPE LINE CO.

Notice of Date of Hearing

AUGUST 2, 1962.

Notice of the application in the above-numbered docket was issued by the Secretary of the Commission on May 23, 1962, and published in the FEDERAL REGISTER on May 30, 1962 (27 F.R. 5111), together with notice of hearing to be held on June 26, 1962.

On June 26, 1962, the Presiding Examiner, upon motion of Staff Counsel continued the hearing to permit the separation of the application into two parts, respectively referred to as Phases One and Two with Phase One to be set for a shortened procedure hearing and Phase Two to be set for formal hearing. Thereafter, on said June 26, 1962, notice of date of hearing was issued by the Secretary of the Commission and published in the FEDERAL REGISTER on July 3, 1962 (27 F.R. 6292), setting for hearing on July 19, 1962, the matters involved in and the issues presented by Phase One of the application in Docket No. CP62-212 as set forth in said notice and as more fully set forth in the amendment to said application filed by Michigan Wisconsin Pipe Line Company on June 25, 1962.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on September 4, 1962, at 10:00 a.m., e.d.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by the so-called Phase Two of the application as described in the notice of date of hearing issued herein on June 26, 1962, and as more fully set forth in the amendment to said application filed by Michigan Wisconsin Pipe Pine Company on June 25, 1962.

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 62-7912; Filed, Aug. 8, 1962; 8:45 a.m.]

[Docket No. CP62-151]

FLORIDA GAS TRANSMISSION CO.

Notice of Application and Date of Hearing

AUGUST 2, 1962.

Take notice that on December 28, 1961, as amended and supplemented on March 16 and May 21, 1962, Florida Gas Transmission Company (formerly Houston Texas Gas and Oil Corporation) (Applicant), Winter Park, Florida, filed in Docket No. CP62-151 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the construction and operation of certain facilities in order to render natural gas service for a five-year term, on an intermediate interruptible basis, to the Talleyrand Generating Station of the City of Jacksonville, Florida, all as more fully set forth in the application, as supplemented and amended, on file with the Commission and open to public inspection.

Specifically Applicant proposes to construct and operate approximately 12 miles of 10-inch line from its existing Jacksonville lateral in a general northerly and easterly direction to said generating station.

Applicant states that the natural gas will be used by the City of Jacksonville for the generation of electricity for distribution through its municipally owned and operated system for domestic, commercial, industrial and other uses.

The application indicates the estimated maximum daily and annual deliveries to the generating station will be 55,000 Mcf and 15,512,500 Mcf, respectively. Applicant estimates that the average annual deliveries to the city of Jacksonville will be approximately 8,884,488 Mcf.

The estimated cost of the proposed facilities is $757,000, which cost is proposed to be financed out of funds on hand.

Applicant and the City of Jacksonville have entered into a sales contract, dated July 25, 1961, providing for the proposed service. Said contract provides that the rate per therm be computed upon the basis of 92 percent of the weighted average delivered cost of competitive fuel. A further provision is included whereby Applicant may discontinue service, upon appropriate notice, when the price of gas falls below 3.1 cents per therm.

This matter is one that should be disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on September 24, 1962, at 10:00 a.m. e.d.s.t., in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such application, as supplemented and amended.

Protests or petitions to intervene may be filed with Federal Power Commission, Washington 25, D.C., in accordance with the Commission's rules of practice and procedure (18 CFR 1.8 or 1.10) on or before August 27, 1962.

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 62-7913; Filed, Aug. 8, 1962; 8:45 a.m.]

[Project No. 1856]

UNION CARBIDE CORP.

Order Supplementing Order To Show Cause

AUGUST 2, 1962.

On February 26, 1952 the Commission issued an order to show cause (11 FPC 837) with respect to the constructed Hawks Nest hydroelectric development operated and maintained by Union Carbide Corporation (formerly Union Carbide & Carbon Corp.) on the New River immediately upstream from Gauley Bridge, West Virginia, designated as Project No. 1856.

Immediately downstream from the confluence of the Gauley and the New Rivers, on the Kanawha River at Gauley Bridge, is the Glen Ferris development, which appears to be maintained and operated by Union Carbide Corporation (Carbide) without a valid Federal permit issued prior to June 10, 1920 or a license issued pursuant to Part I of the Federal Power Act.

It further appears that both developments are owned and operated by Carbide to supply electric power in the production of ferro-silicon at its plant near Gauley Bridge, West Virginia and for other purposes.

The Commission finds: It is appropriate and in the public interest that this proceeding be supplemented to include the Glen Ferris hydroelectric development, and that Union Carbide Corporation be required to supplement the application for license in Project No. 1856 to include the project works of the Glen Ferris development.

The Commission orders: Union Carbide Corporation shall, within 60 days from the date of issuance of this order, show cause, if any there be, why: (1) The application for license designated as Project No. 1856 should not be amended to include the Glen Ferris hydroelectric development; and (2) the Commission should not, pursuant to the Federal Power Act and particularly section 4(g) thereof, issue an appropriate order to conserve and utilize the navigation and water power resources of the region for use or benefit of interstate or foreign commerce, for the improvement and utilization of water power development, and for other beneficial public uses, including recreational purposes.

By the Commission.

GORDAN M. GRANT,
Acting Secretary.

[F.R. Doc. 62-7914; Filed, Aug. 8, 1962; 8:45 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 1-3848]

APEX MINERALS CORP.

Order Summarily Suspending Trading

AUGUST 3, 1962.

The common stock, $1.00 par value, of Apex Minerals Corporation, being listed and registered on the San Francisco Mining Exchange, a national securities exchange; and

The Commission being of the opinion that the public interest requires the summary suspension of trading in such security on such Exchange and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the opinion further that such suspension is necessary in order to prevent fraudulent, deceptive or manipulative acts or practices, with the result that it will be unlawful under section 15(c)(2) of the Securities Exchange Act of 1934 and the Commission's Rule 15c2-2 thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of such security, otherwise than on a national securities exchange;

It is ordered, Pursuant to section 19(a)(4) of the Securities Exchange Act of 1934 that trading in said security on the San Francisco Mining Exchange be summarily suspended in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for a period of ten (10) days, August 4, 1962, to August 13, 1962, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 62-7932; Filed, Aug. 8, 1962; 8:50 a.m.]

[File No. 1-3842]

BLACK BEAR INDUSTRIES, INC.

Order Summarily Suspending Trading

AUGUST 3, 1962.

The common stock, par value 15 cents a share, of Black Bear Industries, Inc. (Formerly Black Bear Consolidated Mining Co.) being listed and registered on the San Francisco Mining Exchange, a national securities exchange; and

The Commission being of the opinion that the public interest requires the summary suspension of trading in such security on such Exchange and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the opinion further that such suspension is necessary in order to prevent fraudulent, deceptive or manipulative acts or practices, with the result that it will be unlawful under section 15(c)(2) of the Securities Exchange Act of 1934 and the Commission's Rule 15c2-2 thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of such security, otherwise than on a national securities exchange;

It is ordered, Pursuant to section 19(a)(4) of the Securities Exchange Act of 1934 that trading in said security on the San Francisco Mining Exchange be summarily suspended in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for a period of ten (10) days, August 6, 1962, to August 15, 1962, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 62-7933; Filed, Aug. 8, 1962; 8:50 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[Classification 23]

ALASKA

Small Tract Classification; Cancellation

AUGUST 1, 1962.

1. Pursuant to the authority redelegated to me from Bureau Order No. 684, dated August 28, 1961 (26 F.R. 6215) as amended, by the Alaska State Director in section 2(c) of a memorandum dated December 1, 1961, and effective immediately, Federal Register Document 50-3301 is hereby cancelled in its entirety as it concerns the following described lands:

T. 5 S., R. 15 W., S.M.,
Sec. 4: S½NE¼.

2. The land has been patented under patent #1134869.

ROBERT J. COFFMAN,
Chief, Division of Lands and Minerals Management.

[F.R. Doc. 62-7923; Filed, Aug. 8, 1962; 8:48 a.m.]

CALIFORNIA

Notice of Proposed Withdrawal and Reservation of Lands

AUGUST 1, 1962.

The Forest Service, United States Department of Agriculture, has filed an application, Serial Number Los Angeles 0165220, for the withdrawal of certain lands from location and entry, under the General Mining Laws, subject, however, to existing withdrawals and to valid existing rights.

The lands have previously been withdrawn for the Los Padres National Forest by Presidential Proclamation dated October 3, 1906, and as such have been open to entry under the general mining laws.

The applicant desires the exclusion of mining activity to permit the use of such lands as administrative sites, public service sites, and recreation areas.

For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, 1414 8th Street, Box 723, Riverside, Calif.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

The lands involved in the application are:

SAN BERNARDINO MERIDIAN

T. 4 N., R. 20 W.,
Sec. 7, NE¼NE¼NW¼, SE¼SE¼.
T. 4 N., R. 21 W.,
Sec. 11, SE¼NW¼NW¼, NE¼SW¼NW¼.
T. 4 N., R. 23 W.,
Sec. 6, S½NE¼SE¼, N½SW¼SE¼, NW¼SE¼, SE¼SE¼;
Sec. 7, Lot 6.
T. 5 N., R. 18 W.,
Sec. 6, SW¼W½; of Lot 11;
Sec. 10, NE¼SW¼;
Sec. 22, E½NE¼SW¼;
Sec. 32, SW¼NW¼NW¼.
T. 5 N., R. 21 W.,
Sec. 2, NE¼SE¼SE¼;
Sec. 5, NE¼E½ of Lot 5.
T. 5 N., R. 22 W.,
Sec. 5, Lots 6, 7, 9, 10, and 11.
T. 5 N., R. 23 W.,
Sec. 15, SW¼NE¼, NW¼SE¼, E½SW¼;
Sec. 35, SW¼SW¼.
T. 5 N., R. 24 W.,
Sec. 12, SE¼SE¼SE¼;
Sec. 15, SE¼SE¼NW¼;
Sec. 21, N½SE¼NE¼SE¼, S½NE¼NE¼SE¼.
T. 6 N., R. 20 W.,
Sec. 31, S½NE¼, S½NW¼SE¼, N½N½SE¼, NW¼ of Lot 3.
T. 6 N., R. 21 W.,
Sec. 3, SW¼NW¼SW¼;
Sec. 4, Lot 1, S½SW¼NW¼;
Sec. 9, N½NW¼SW¼, NW¼NE¼SW¼, S½SW¼NW¼;
Sec. 17, SE¼SW¼;
Sec. 36, SW¼NE¼SW¼.
T. 6 N., R. 22 W.,
Sec. 14, NW¼NW¼NE¼;
Sec. 25, NW¼NE¼NW¼, NW¼NW¼SW¼;
Sec. 36, E½E½SW¼SW¼, SW¼SE¼SW¼.
T. 6 N., R. 23 W.,
Sec. 3, NW¼NE¼SW¼;
Sec. 5, NW¼SW¼NE¼;
Sec. 18, NW¼ of Lot 2, NE¼NW¼SW¼;
Sec. 25, NE¼SW¼NE¼;
Sec. 36, E½SE¼.
T. 6 N., R. 24 W.,
Sec. 4, SW¼NE¼, S½NW¼, W½SE¼;
Sec. 13, NE¼SE¼NE¼.
T. 6 N., R. 27 W.,
Sec. 8, S½SW¼;
Sec. 17, N½NW¼;
Sec. 29, NW¼SW¼NW¼;
Sec. 31, W½ of Lot 1, W½ of Lot 2.
T. 6 N., R. 29 W.,
Sec. 32, SE¼SE¼SW¼.
T. 7 N., R. 19 W.,
Sec. 7, SE¼NE¼;
Sec. 30, Lot 3;
Sec. 33, SW¼SW¼NW¼.
T. 7 N., R. 20 W.,
Sec. 25, NE¼SE¼;
Sec. 26, SW¼NE¼SW¼.
T. 7 N., R. 23 W.,
Sec. 22, SW¼SE¼SW¼;
Sec. 27, NW¼NE¼NW¼;
Sec. 36, SW¼SW¼SE¼.
T. 7 N., R. 24 W.,
Sec. 3, Lot 2.
T. 7 N., R. 26 W.,
Sec. 1, E½SW¼, W½SE¼.
T. 7 N., R. 27 W.,
Sec. 19, E½SE¼, W½SW¼.
T. 7 N., R. 29 W.,
Sec. 11, S½NW¼SW¼;
Sec. 15, SE¼NE¼SW¼.
T. 8 N., R. 19 W.,
Sec. 11, SW¼;
Sec. 14, NW¼.
T. 8 N., R. 20 W.,
Sec. 4, SW¼SW¼;
Sec. 14, SE¼SE¼SW¼, S½SW¼SE¼;
Sec. 23, NE¼NE¼NW¼, N½SW¼NE¼.
T. 8 N., R. 21 W.,
Sec. 4, E½NE¼SW¼, NE¼SE¼.
T. 8 N., R. 24 W.,
Sec. 34, SE¼SW¼NW¼, NE¼SW¼, E½NW¼SW¼, E½SE¼SW¼.
T. 8 N., R. 26 W.,
Sec. 33, NE¼NW¼, N½NE¼, N½SE¼NE¼;
Sec. 34, N½SW¼NW¼, S½NW¼NW¼.
T. 8 N., R. 29 W.,
Sec. 16, NW¼SE¼;
Sec. 20, S½NE¼;
Sec. 21, S½S½NW¼, N½N½SW¼, S½NE¼SW¼;
Sec. 30, S½ of Lot 3, Lot 4, SW¼NE¼SW¼, W½SE¼SW¼;

Sec. 31, Lots 1 and 2;
Sec. 34, E½SW¼NE¼, SW¼SE¼NE¼, NW¼NE¼SE¼.
T. 8 N., R. 30 W.,
Sec. 25, S½ of Lot 3, S½SE¼SW¼, W½SE¼, SE¼SE¼, NE¼SE¼;
Sec. 36, N½NE¼, NE¼NW¼.
T. 9 N., R. 20 W.,
Sec. 32, S½NW¼NE¼, N½S½NE¼, S½NE¼NE¼;
Sec. 33, N½SW¼NW¼, NW¼SE¼NW¼, S½NW¼NW¼.
T. 9 N., R. 21 W.,
Sec. 23, S½SE¼SE¼;
Sec. 26, N½NE¼NE¼;
Sec. 34, S½SW¼, SW¼SE¼, E½SE¼SE¼, SE¼NE¼NE¼, NE¼SE¼NE¼;
Sec. 35, SW¼NW¼NW¼, NW¼SW¼SW¼.
T. 9 N., R. 22 W.,
Sec. 15, E½SE¼;
Sec. 26, SW¼, S½NW¼;
Sec. 27, E½SE¼, SW¼SE¼.
T. 9 N., R. 23 W.,
Sec. 9, NW¼SE¼NE¼SW¼, E½SE¼NE¼SW¼, NE¼NE¼SW¼.
T. 9 N., R. 24 W.,
Sec. 19, Lots 13, 15, 24, 25, 26, 27, 28, 29, and 30.
T. 9 N., R. 27 W.,
Sec. 6, Lots 6 and 7, E½SW¼.
T. 9 N., R. 29 W.,
Sec. 33, Lot 4, E½SE¼;
Sec. 34, NW¼SW¼SW¼, SW¼NW¼SW¼.
T. 10 N., R. 28 W.,
Sec. 17, W½W½;
Sec. 18, E½E½.
T. 10 N., R. 30 W.,
Sec. 6, Lot 7;
Sec. 7, N½ of Lot 1;
Sec. 31, Lots 3 and 4, E½SW¼.
T. 11 N., R. 30 W.,
Sec. 9, E½NE¼SE¼;
Sec. 10, N½NW¼SW¼.
T. 10 N., R. 31 W.,
Sec. 13, N½NW¼NW¼;
Sec. 14, NE¼NE¼NE¼;
Sec. 17, W½NW¼SE¼, NE¼SW¼.
T. 11 N., R. 31 W.,
Sec. 23, NE¼NW¼;
Sec. 26, NE¼NW¼, NE¼SW¼, S½SW¼.

The area described contains approximately 5,857.70 acres.

ROLLA E. CHANDLER,
Manager, Land Office, Riverside.

[F.R. Doc. 62-7925; Filed, Aug. 8, 1962; 8:48 a.m.]

COLORADO

Notice of Termination of Proposed Withdrawal and Reservation of Lands

AUGUST 1, 1962.

Notices of an application, Serial No. Colorado 09807, and amendment thereto, for withdrawal and reservation of lands were published as Federal Register Documents No. 55-10192, on page 9829 of the issue for December 12, 1955, and No. 58-8547 on page 8002 of the issue for October 16, 1958. The applicant agency has cancelled its application insofar as it involved the lands described below. Therefore, pursuant to the regulations contained in 43 CFR Part 295, such lands will be at 10:00 a.m. on September 6, 1962, relieved of the segregative effect of the above mentioned application.

The lands involved in this notice of termination are:

SIXTH PRINCIPAL MERIDIAN, COLORADO

T. 8 N., R. 51 W.,
Sec. 9, NE¼SW¼;
Sec. 17, S½NE¼, SE¼NW¼;
Sec. 18, SE¼.
T. 9 N., R. 53 W.,
Sec. 15, NW¼NW¼.
T. 4 N., R. 55 W.,
Sec. 5, SE¼NE¼;
Sec. 7, SE¼NE¼.
T. 6 N., R. 57 W.,
Sec. 31, Lot 2.
T. 4 N., R. 59 W.,
Sec. 21, SE¼SE¼;
Sec. 22, SW¼SW¼;
Sec. 27, NW¼NW¼, E½SW¼, W½SE¼.
T. 4 N., R. 60 W.,
Sec. 30, Lot 4, SE¼SW¼;
Sec. 31, Lots 1, 2, 3, 4, E½W½.
T. 5 N., R. 60 W.,
Sec. 14, S½NW¼, SW¼, NW¼SE¼, S½SE¼;
Sec. 15, S½N½, S½;
Sec. 22, All;
Sec. 23, N½NE¼, SW¼NE¼, NW¼, N½SW¼;
Sec. 27, W½NE¼, E½NW¼.
T. 3 N., R. 61 W.,
Sec. 1, Lot 3, SE¼NW¼, NE¼SW¼;
Sec. 2, Lot 2.
T. 4 N., R. 61 W.,
Sec. 25, NE¼SW¼, NW¼SE¼, S½S½;
Sec. 26, SE¼SE¼;
Sec. 35, E½, NW¼, E½SW¼, NW¼SW¼.

The areas described aggregate 4,184.09 acres.

HAROLD T. TYSK,
Chief, Lands and Minerals.

[F.R. Doc. 62-7922; Filed, Aug. 8, 1962; 8:48 a.m.]

[No. 63-1]

OREGON

Notice of Proposed Withdrawal and Reservations of Lands

JULY 31, 1962.

The Assistant Secretary, United States Department of Agriculture, has filed an application, Serial No. Oregon 012615, for the withdrawal of the lands described below, subject to valid existing rights, from appropriation under the general mining laws only.

The applicant desires the land for use of the Forest Service for development of facilities for public outdoor recreation in the Bull Prairie Recreation Area in the Umatilla National Forest, Oregon.

For a period of thirty days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, 710 N.E. Holladay, Portland 12, Oregon.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

The lands involved in the application are:

WILLAMETTE MERIDIAN, OREGON

UMATILLA NATIONAL FOREST

Bull Prairie Recreation Area

T. 7 S., R. 26 E.,
Sec. 7: NW¼NE¼, NE¼NW¼, S½NW¼, N½SW¼, NW¼SE¼.

279.96 acres.

RUSSELL E. GETTY,
State Director.

[F.R. Doc. 62-7924; Filed, Aug. 8, 1962; 8:48 a.m.]

UTAH

Notice of Filing of Plats of Survey and Order Providing for Opening of Public Lands; Correction

In F.R. Doc. 62-3300, appearing at page 3261 of the issue for Thursday, April 5, 1962, the designation of the sixth township listed should read: T. 7 S., R. 18 W.

F. S. KIRK,
Operations Manager.

AUGUST 2, 1962.

[F.R. Doc. 62-7921; Filed, Aug. 8, 1962; 8:47 a.m.]

National Park Service

[Order 14, Amdt. 18]

REGIONAL DIRECTORS

Delegation of Authority

Order No. 14, issued December 1, 1952 (19 F.R. 8824), is amended by the withdrawal of section 1(h) pertaining to the disposition of Federal surplus real property in view of the limitation contained in 245 DM 1.2A3, and is further amended by the addition of section 5 to properly relate it to 245 DM 1 (27 F.R. 6395). Amendments are as follows:

1. Section 1(h) is deleted.

2. Section 5 is added to read as follows:

SEC. 5. Delegations and redelegations of authority pursuant to this Order and its amendments which relate to program authorities with respect to national parks, monuments, historic sites, and similar areas under the jurisdiction of the National Park Service shall continue in force on the basis of 245 DM1 (27 F.R. 6395).

(245 DM1, 27 F.R. 6395; 5 U.S.C. sec. 22; sec. 2 of Reorganization Plan No. 3 of 1950)

CONRAD L. WIRTH,
Director.

AUGUST 2, 1962.

[F.R. Doc. 62-7929; Filed, Aug. 8, 1962; 8:49 a.m.]

[Order 21, Amdt. 1]

ASSISTANT DIRECTORS

Delegation of Authority

This order is amended to include all of the authority formerly delegated to the Assistant Directors by Secretary's Order

2640, section 1 (17 F.R. 481) and is as follows:

The Assistant Directors, and officers designated by them to serve as Acting Assistant Directors in their absence, may exercise all of the authority of the Director with respect to any matter which may come before them.

(245 DM1, 27 F.R. 6395; 5 U.S.C. sec. 22; sec. 2 of Reorganization Plan No. 3 of 1950)

CONRAD L. WIRTH,
Director.

AUGUST 2, 1962.

[F.R. Doc. 62-7930; Filed, Aug. 8, 1962; 8:49 a.m.]

[Order 16]

CHIEF, DIVISION OF COOPERATIVE SERVICES; ASSISTANT DIRECTOR, RESOURCES PLANNING

Revocation of Delegation of Authority

Order No. 16 as amended granting authority to the Chief, Division of Cooperative Services and to the Assistant Director, Resources Planning with respect to the disposal of Federal real property under sec. 203 of the Federal Property and Administrative Service Act, as amended (40 U.S.C. 484) is revoked.

(245 DM1, 27 FR 6395; 5 U.S.C. Sec. 22; sec. 2 of Reorganization Plan No. 3 of 1950)

CONRAD L. WIRTH,
Director.

AUGUST 2, 1962.

[F.R. Doc. 62-7931; Filed Aug. 8, 1962; 8:50 a.m.]

Office of the Secretary

GLENN J. HALL

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past six months:

(1) No change.
(2) No change.
(3) No change.
(4) No change.

This statement is made as of July 23, 1962.

Dated: July 23, 1962.

GLENN J. HALL.

[F.R. Doc. 62-7936; Filed, Aug. 8, 1962; 8:51 a.m.]

ROBERT R. REND

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past six months:

(1) None.
(2) None.
(3) None.
(4) None.

This statement is made as of July 25, 1962.

Dated: July 25, 1962.

ROBERT R. REND.

[F.R. Doc. 62-7937; Filed, Aug. 8, 1962; 8:51 a.m.]

RAYMOND V. SELANDER

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests during the past six months:

(1) None.
(2) None.
(3) None.
(4) None.

This statement is made as of July 23, 1962.

Dated: July 23, 1962.

R. V. SELANDER.

[F.R. Doc. 62-7938; Filed, Aug. 8, 1962; 8:51 a.m.]

GENERAL SERVICES ADMINISTRATION

CHESTNUT TANNIN EXTRACT HELD IN NATIONAL STOCKPILE

Proposed Disposition

Pursuant to the provisions of section 3(e) of the Strategic and Critical Materials Stock Piling Act, 50 U.S.C. 98b(e), notice is hereby given of a proposed disposition of approximately 12,245 long tons of chestnut tannin extract now held in the national stockpile.

The Office of Emergency Planning has made a revised determination, pursuant to section 2(a) of the Strategic and Critical Materials Stock Piling Act, that there is no longer any need for stockpiling said 12,245 long tons of chestnut tannin extract. The revised determination was based upon the finding of the Office of Emergency Planning that said 12,245 long tons of chestnut tannin extract are in excess of stockpile requirements.

Since the revised determination is not by reason of obsolescence of chestnut tannin extract for use in time of war, the proposed disposition of said 12,245 long tons of chestnut tannin extract from the national stockpile is being referred to the Congress for its express approval, as required by section 3(e) of the Strategic and Critical Materials Stock Piling Act.

General Services Administration proposes to transfer said chestnut tannin extract to other Government agencies, to dispose of it by sale on a competitive basis, or otherwise to dispose of it in the best interest of the Government, beginning upon the express approval by the Congress of the disposal of this material from the national stockpile or six months after the date of publication of this notice in the FEDERAL REGISTER, whichever is later. The quantity to be initially offered for sale will not exceed approximately 1,000 long tons. Additional quantities will be offered for sale thereafter over a period of three or more years. The amount and the timing of sales of each offering, following the first, will be based upon an evaluation of earlier sales and of existing market conditions.

This plan and the date of disposition have been fixed with due regard to the protection of producers, processors, and consumers against avoidable disruption of their usual markets as well as the protection of the United States against avoidable loss on disposal.

Dated: August 2, 1962.

LAWSON B. KNOTT, Jr.,
Acting Administrator.

[F.R. Doc. 62-7941; Filed, Aug. 8, 1962; 8:51 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATIONS FOR RELIEF

AUGUST 6, 1962.

Protests to the granting of an application must be prepared in accordance with Rule 40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 37865: *Bituminous coal to Rotan, Ark.* Filed by O. W. South, Jr., Agent (No. A4222), for interested rail carriers. Rates on bituminous coal and coal briquettes, as described in the application, in carloads, from mine origins on the L&N RR in western Kentucky (Group 3), to Rotan, Ark.

Grounds for relief: Carrier competition.

Tariff: Supplement 144 to Southern Freight Association tariff I.C.C. 1603 (Spaninger series).

FSA No. 37866: *Fresh vegetables to WTL territory points.* Filed by O. W. South, Jr., Agent (No. A4223), for interested rail carriers. Rates on vegetables, fresh or green (not cold-packed nor frozen), in carloads, from Atmore, Boaz, Cullman, Foley, Frisco City and Mobile, Ala., also points grouped therewith, to Des Moines, Highland Park and Ottumwa, Iowa, Wichita, Kans., Wallace, Mich., Minneapolis, Minn., Kansas City, Mo., Lincoln, and Omaha, Nebr., also points grouped therewith.

Grounds for relief: Modified short-line distance formula and grouping.

Tariff: Supplement 39 to Southern Freight Association tariff I.C.C. S-75.

FSA No. 37867: *Gravel from Dickason Pit, Ind., to Altamont and St. Elmo, Ill.*

Filed by Illinois Freight Association, Agent (No. 182), for interested rail carriers. Rates on gravel, road surfacing, in carloads, from Dickason Pit, Ind., to Altamont and St. Elmo, Ill.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 22 to Chicago & Eastern Illinois Railroad Company tariff I.C.C. 330.

By the Commission.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 62-7943; Filed, Aug. 8, 1962; 8:52 a.m.]

[Sec. 5a, Application 45]

NIAGARA FRONTIER TARIFF BUREAU, INC.

Application for Approval of Amendments to Agreement

AUGUST 6, 1962.

The Commission is in receipt of an application in the above-entitled and numbered proceeding for approval of amendments to the agreement therein approved under the provisions of section 5a of the Interstate Commerce Act.

Filed July 30, 1962, by Robert G. Gawley, 631 Niagara Street, Buffalo 1, N.Y.

Amendments involved: Change the agreement so as to (1) permit participation by common carriers other than motor carriers in bureau tariffs on joint line rates, (2) extent the territorial coverage of the agreement to include all of the United States and Canada, (3) provide that assessment of all dues be based on percentage of revenues accruing under the tariffs, (4) provide a new method of filling vacancies on the Board of Directors, (5) provide for one alternate on the standing rate committee and permit initial consideration by this Committee of proposals regardless of territory, (6) merge the two general rate committees which presently consider proposals involving matters between points in the United States, (7) permit reconsideration by the standing rate committee of proposals which it alone has previously acted upon, and (8) make such other editorial changes as required by the above amendments.

The application may be inspected at the office of the Commission in Washington, D.C.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 20 days from the date of this notice. As provided by the general rules of practice of the Commission, persons other than applicants should fairly disclose their interest, and the position they intend to take at the hearing with respect to the application. Otherwise the Commission in its discretion, may proceed to investigate and determine the matters involved in such application without further or formal hearing.

By the Commission, Division 2.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F.R. Doc. 62-7944; Filed, Aug. 8, 1962; 8:52 a.m.]

CUMULATIVE CODIFICATION GUIDE—AUGUST

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published to date during August.