

THE NATIONAL ARCHIVES

FEDERAL REGISTER

VOLUME 18

NUMBER 42

Washington, Wednesday, March 4, 1953

TITLE 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 28—OFFICIAL PERSONNEL FOLDER

TRANSFER; DISPOSITION OF FOLDER AFTER SEPARATION FROM SERVICE

1. Section 28.3 is amended and § 28.6 is added as set out below. These amendments will require that Official Personnel Folders of persons who have been separated from the Federal service for one year be transferred to the Federal Records Center, St. Louis, Missouri. They are effective April 1, 1953. However, agencies will be allowed until June 30, 1953 to accomplish the transfer of their records.

§ 28.3 *Transfer of official personnel folder* (a) Whenever an agency hires a person who has served in the executive branch of the Government on or after April 1, 1947, the employing agency shall request transfer of the Official Personnel Folder from the agency in which the person was last employed or the General Services Administration, Federal Records Center, St. Louis, Missouri. These agencies shall transfer the folders promptly.

(b) Records of temporary value shall be removed from the Official Personnel Folder before it is transferred to another Government agency or the Federal Records Center.

§ 28.6 *Disposition of folder after separation from the service.* The Official Personnel Folders of persons who have been separated from the service shall be transferred to the General Services Administration, Federal Records Center, St. Louis, Missouri, one year after the person's separation.

(Sec. 3, E. O. 9784, Sept. 25, 1946, 11 F. R. 10909; 3 CFR, 1946 Supp.)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] C. L. EDWARDS,
Executive Director

[F. R. Doc. 53-1975; Filed, Mar. 3, 1953; 8:49 a. m.]

TITLE 7—AGRICULTURE

Chapter IX—Production and Marketing Administration (Market Agreements and Orders), Department of Agriculture

[Docket Nos. AO-33-A 19 and A-20]

PART 932—MILK IN THE FORT WAYNE, INDIANA, MARKETING AREA

ORDER AMENDING ORDER, AS AMENDED

§ 932.0 *Findings and determinations*—(a) *Findings upon the basis of the hearing record.* 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, as amended, governing the formulation of marketing agreements and marketing orders (7 CFR Part 900) public hearings were held upon certain proposed amendments to the tentative marketing agreement and to the order, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area. Upon the basis of the evidence introduced at such hearings and the records thereof, it is found that:

(1) The said order, as amended, and as hereby further amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the act;

(2) 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 of and demand for milk in the marketing area, and the minimum prices specified in the order, as amended, and as hereby further 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

(3) The said order, as amended, and as hereby further amended, regulates the handling of milk in the same manner as, and is 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.

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Published daily, except Sundays, Mondays, and days following official Federal holidays, by the Federal Register Division, National Archives and Records Service, General Services Administration, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U. S. C., ch. 8B), under regulations prescribed by the Administrative Committee of the Federal Register, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington 25, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

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(For use during 1953)

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Title 9 (\$0.40)

Previously announced: Titles 10-13 (\$0.40); Title 17 (\$0.35); Title 18 (\$0.35); Title 49: Parts 71 to 90 (\$0.45)

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(b) *Additional findings.* It is hereby found and determined that good cause exists for making this order amending the order, as amended, effective not later than March 1, 1953. This action is necessary in order to reflect current marketing conditions and to stabilize the marketing of milk in the Fort Wayne, Indiana, marketing area. Any undue delay in effecting this order amending the order, as amended, will further impair the orderly marketing of milk in this marketing area. The regulatory provisions of this order amending the order, as amended, are such that no extensive preparation prior to its effective date will be required of handlers regulated thereunder. Under these circumstances the handlers will be afforded reasonable time for any such preparations as may be necessary. Therefore, it is impracticable, unnecessary, and contrary to the public interest to delay the effective date of this order amending the order, as amended, until at least 30 days after its publication in the FEDERAL REGISTER, and good cause exists, pursuant to section 4 (c) of the Administrative Procedure Act (5 U. S. C. 1000) for making this order amending the order, as amended, effective March 1, 1953.

(c) *Determinations.* It is hereby determined that handlers (excluding cooperative associations of producers who are not engaged in processing, distributing or shipping milk covered by this order, as amended, and as hereby further amended, which is marketed within the Fort Wayne, Indiana, marketing area)

of more than 50 percent of the milk which is marketed within the said marketing area, refused or failed to sign the proposed marketing agreement regulating the handling of milk in the said marketing area, and it is hereby further determined that:

(1) The refusal or failure of such handlers to sign said proposed marketing agreement tends to prevent the effectuation of the declared policy of the act;

(2) The issuance of this order amending the order, as amended, is the only practical means, pursuant to the declared policy of the act, of advancing the interests of producers of milk which is produced for sale in the said marketing area; and

(3) The issuance of this order amending the order, as amended, is approved or favored by at least two-thirds of the producers who, during the determined representative period (December 1952) were engaged in the production of milk for sale in the said marketing area.

Order relative to handling. It is therefore ordered, that on and after the effective date hereof the handling of milk in the Fort Wayne, Indiana, marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended, and as hereby further amended; and the aforesaid order, as amended, is hereby further amended as follows:

1. Amend § 932.51 (a) to read as follows:

(a) Add (1) \$0.80 during each of the delivery periods of April, May, and June; (2) \$1.65 during each of the delivery periods of October, November, and December; and (3) \$1.20 during each of the other delivery periods.

2. Amend § 932.62 to read as follows:

§ 932.62 *Milk caused to be delivered by cooperative associations.* A cooperative association shall be deemed to be a handler pursuant to § 932.10 (b) (1) with respect to producer milk caused by it to be delivered to a pool plant only for the purposes of making such payments to the market administrator as are required of such association pursuant to § 932.84 (a)

3. Amend § 932.71 (a) to read as follows:

(a) Combine into one total (1) the values computed pursuant to § 932.70 for all handlers who made reports prescribed by § 932.30 except those in default of payments prescribed in § 932.84 for the preceding delivery period, and (2) the amounts computed pursuant to § 932.84 (b) and (c)

4. Amend § 932.84 to read as follows:

§ 932.84 *Payments to the producer-settlement fund.* On or before the 15th day after the end of each delivery period, handlers shall make payment to the market administrator as follows:

(a) Handlers who operated pool plants shall pay any amount by which the utilization value of producer milk received by such handler during such delivery period is greater than the value of such milk computed at the uniform

price pursuant to § 932.71 adjusted by the butterfat differential provided by § 932.82: *Provided*, That with respect to milk for which payment is made by a handler to a cooperative association pursuant to § 932.80 (b) the association, in turn, shall pay to the market administrator on or before the 16th day after the end of the delivery period, the amount by which the utilization value of such milk is greater than its value computed at the uniform price pursuant to § 932.71 adjusted by the butterfat differential provided by § 932.82.

(b) Handlers who operated pool plants and who received during such delivery period other source milk which was allocated to Class I milk pursuant to § 932.46 (a) (2) and (b) shall pay any amounts resulting from the following computations for such delivery period:

(1) Combine into separate totals for skim milk and butterfat the following: (i) Class I milk disposed of on a route (or routes) operated wholly or partially in the marketing area from such pool plant, (ii) milk transferred or diverted from such pool plant to another pool plant and classified as Class I milk pursuant to § 932.44 (a) (iii) milk transferred or diverted from such pool plant to a producer handler, and (iv) milk at such pool plant classified as Class I milk pursuant to § 932.41 (a) (3)

(2) Combine into separate totals for skim milk and butterfat the following: (i) Milk received at such pool plant from producers, (ii) skim milk and butterfat received at such pool plant from another pool plant and classified as Class I milk pursuant to § 932.44 (a) (iii) skim milk or butterfat at such pool plant allocated to Class I milk pursuant to § 932.46 (a) (4) or (b) and (iv) skim milk and butterfat in producer milk received from a nonpool plant operated by a cooperative association pursuant to § 932.13 and classified as Class I milk.

(3) Determine the total volume of skim milk and the total volume of butterfat in other source milk which was allocated to Class I milk pursuant to § 932.46 (a) (2) and (b).

(4) If the total volume of skim milk or the total volume of butterfat computed pursuant to subparagraph (1) of this paragraph exceeds the total volume of skim milk or the total volume of butterfat, respectively, computed pursuant to subparagraph (2) of this paragraph, payment in an amount equal to the difference between the value of such excess skim milk or butterfat computed at the Class I price and butterfat differential for such delivery period and the value of such excess skim milk or butterfat computed at the Class II price and butterfat differential for such delivery period shall be made.

(5) If the total volume of skim milk or the total volume of butterfat computed pursuant to subparagraph (2) of this paragraph exceeds the total volume of skim milk or the total volume of butterfat, respectively, computed pursuant to subparagraph (1) of this paragraph, payment shall be made with respect to the volume of any such excess skim milk or any volume of skim milk computed pursuant to subparagraph (3) of this paragraph, whichever volume is

smaller, and with respect to the volume of any such excess butterfat or any volume of butterfat computed pursuant to subparagraph (3) of this paragraph, whichever volume is smaller, in an amount equal to the difference between the value of such smaller volume of skim milk or butterfat at the Class I price and butterfat differential for such delivery period and the value of such smaller volume of skim milk or butterfat at the Class II price and butterfat differential for such delivery period.

(c) Handlers who operate nonpool plants from which milk received during such delivery period was disposed of as Class I milk on a route (or routes) operated wholly or partially within the marketing area from such plant shall pay an amount equal to the difference between the value of such milk computed at the Class I price and butterfat differential and the value of such milk computed at the Class II price and butterfat differential.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup. 652c)

Issued at Washington, D. C., this 27th day of February 1953 to be effective on and after March 1, 1953.

[SEAL] EZRA TAFT BENSON,
Secretary of Agriculture.

[F. R. Doc. 53-1935; Filed, Mar. 3, 1953; 8:52 a. m.]

PART 936—FRESH BARTLETT PEARS, PLUMS, AND ELBERTA PEACHES, GROWN IN CALIFORNIA

EXPENSES FOR 1952-53 SEASON

On June 23, 1952 (17 F. R. 5718) the Secretary of Agriculture approved the expenses and fixed the rate of assessment for the 1952-53 season under the marketing agreement, as amended, and Order No. 36, as amended (7 CFR Part 936) regulating the handling of fresh Bartlett pears, plums and Elberta peaches grown in the State of California. This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.). Such approved expenses totaled \$79,174.50, allocated to commodities as follows: Bartlett pears, \$20,347.20; early varieties of plums, \$21,210.00; late varieties of plums, \$22,540.00; and Elberta peaches, \$15,077.30. This allocation of expenses reflected estimated revenue based upon the rate of assessment fixed for each commodity and the past five-year average shipments thereof. Actual shipments of the four commodities during the 1952-53 season necessitate a reallocation of expenses assigned to each such commodity, reducing the amounts previously approved for early and late varieties of plums and increasing the amounts previously approved for Bartlett pears and Elberta peaches.

It is, therefore ordered, That the provisions of paragraph (a) of § 936.206 *Expenses and rates of assessment for the 1952-53 season* (17 F. R. 5718) be, and are hereby amended to read as follows:

(a) *Expenses.* The expenses likely to be incurred by the Control Committee

during the 1952-53 season for the maintenance and functioning of such committee and the respective commodity committees, established pursuant to the provisions of the aforesaid amended marketing agreement and order, are as follows:

- (1) Bartlett pears, \$23,152.90.
- (2) Early varieties of plums, \$19,484.17;
- (3) Late varieties of plums, \$19,925.58;
- (4) Elberta peaches, \$15,366.10.

Terms used in the amended marketing agreement and order shall, when used herein, have the same meaning as is given to the respective term in said amended marketing agreement and order.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. and Sup. 608c)

Done at Washington, D. C., this 27th day of February 1953 to become effective upon publication in the FEDERAL REGISTER.

[SEAL] EZRA TAFT BENSON,
Secretary of Agriculture.

[F. R. Doc. 53-1984; Filed, Mar. 3, 1953; 8:51 a. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Civil Air Regs., Amdt. 42-17]

PART 42—IRREGULAR AIR CARRIER AND OFF-ROUTE RULES

DEFINITION OF CREW MEMBER AND MODIFICATION OF REST PERIOD RULE

Adopted by the Civil Aeronautics Board at its office in Washington, D. C., on the 25th day of February, 1953.

Presently effective § 42.48 of Part 42 of the Civil Air Regulations limits the on-duty time of pilots to 16, 18, and 20 hours, respectively, for operations requiring a crew of two, three, or four pilots. In Draft Release 52-22, dated July 29, 1952, certain amendments to Part 42 of the Civil Air Regulations were proposed with respect to limitations on deadhead transportation by identifying deadhead transportation as "on-duty" time. Unrestricted deadhead transportation would, therefore, have been prevented under this proposal. As a result of the comment received, the Board has concluded that additional investigation into the entire subject of irregular air carrier flight time limitations is required before the restriction on deadhead transportation described above is adopted.

Draft Release 52-22 also gave notice that consideration was being given to an amendment of the definition of "crew member" because the definition which now appears in Part 42 is erroneous and is incompatible with the use of the term "crew member" as it appears in § 42.48. The Board has concluded that a correction of this definition should be made at this time.

The draft release also proposed to clarify the intent of the Board with respect to whether deadhead transportation may be considered as a part of a rest period. It had been brought to the

attention of the Board that § 42.48 (a) (2) had been interpreted by some persons to mean that the restriction against considering time spent in deadhead transportation as rest period is applicable only when a pilot has flown in excess of eight hours during any 24 consecutive hours. Such an interpretation would permit time spent in deadhead transportation, under certain circumstances, to be considered as a rest period, and a pilot could, therefore, engage in deadhead transportation to the detriment of the "rest" contemplated by the regulation. The Board is of the opinion that this practice unduly jeopardizes the safety of flight and, accordingly, considers it advisable to clarify the regulations by deleting the second sentence of § 42.48 (a) (2) and by adding a new § 42.48 (a) (7) to require that time spent in deadhead transportation to or from duty assignment shall not be considered a part of any required rest period.

Interested persons have been afforded an opportunity to participate in the making of this amendment, and due consideration has been given to all relevant matter presented.

In consideration of the foregoing the Civil Aeronautics Board hereby amends Part 42 (14 CFR, Part 42, as amended) effective April 1, 1953.

1. By amending § 42.1 (a) (8) to read as follows:

§ 42.1 *Definitions.* (a) * * *

(8) *Crew member* Crew member means any individual assigned by the air carrier for the performance of duty on the aircraft in flight.

2. By amending § 42.48 (a) (2) by deleting the second sentence thereof.

3. By adding a new subparagraph (7) to § 42.48 (a) to read as follows:

§ 42.48 *Flight time limitations for pilots on large aircraft.* * * *

(a) *Individual pilot limitations.* * * *

(7) Time spent in any deadhead transportation shall in no case be considered as part of a required rest period.

(Sec. 205, 52 Stat. 984; 49 U. S. C. 425. Interpret or apply secs. 601, 602, 52 Stat. 1007, 1008; 49 U. S. C. 551, 552)

By the Civil Aeronautics Board.

[SEAL] M. C. MULLIGAN,
Secretary.

[F. R. Doc. 53-1982; Filed, Mar. 3, 1953; 8:51 a. m.]

Chapter II—Civil Aeronautics Administration, Department of Commerce

[Amdt. 6]

PART 600—DESIGNATION OF CIVIL AIRWAYS

ALTERATIONS

The civil airway alterations appearing hereinafter have been coordinated with the civil operators involved, the Army, the Navy, and the Air Force, through the Air Coordinating Committee, Air-space Subcommittee and are adopted to

become effective when indicated in order to promote safety of the flying public. Compliance with the notice, procedures, and effective date provisions of section 4 of the Administrative Procedure Act would be impracticable and contrary to public interest, and therefore is not required. Part 600 is amended as follows:

1. Section 600.312 *Red civil airway No. 112 (Hawaiian Islands)* is revoked.

2. A new center heading is adopted to read "Domestic VOR Civil Airways" This heading will apply to all airways which have been and will be designated in §§ 600.6000 through 600.6399.

3. Section 600.6002 *VOR civil airway No. 2 (Seattle, Wash., to Boston, Mass.)* is amended before Miles City, Mont., omnirange station to read: "From the Seattle, Wash., omnirange station via the Ellensburg, Wash., omnirange station; Ephrata, Wash., omnirange station; Spokane, Wash., omnirange station; Mullan Pass, Mont., omnirange station; Missoula, Mont., omnirange station; Drummond, Mont., omnirange station; Helena, Mont., omnirange station; intersection of the Helena omnirange 119° True and the Bozeman omnirange 338° True radials; Bozeman, Mont., omnirange station; intersection of the Bozeman omnirange 157° True and the Livingston omnirange 262° True radials; Livingston, Mont., omnirange station; Billings, Mont., omnirange station;"

4. Section 600.6004 *VOR civil airway No. 4 (Seattle, Wash., to Washington, D. C.)* is amended between Denver, Colo., omnirange station and the Goodland, Kans., omnirange station to read: "Denver, Colo., omnirange station; Thurman, Colo., omnirange station, including a south alternate; Goodland, Kans., omnirange station, including a north alternate;"

5. Section 600.6021 *VOR civil airway No. 21 (Long Beach, Calif., to United States-Canadian Border)* is amended between Pocatello, Idaho, omnirange station and the Dillon, Mont., omnirange station to read: "Pocatello, Idaho, omnirange station; intersection of the Pocatello omnirange 033° True and the Dubois 170° True radials; Dubois, Idaho, omnirange station, including a west alternate between the Pocatello, Idaho, omnirange station and the Dubois, Idaho, omnirange station via the direct radials; Dillon, Mont., omnirange station;"

6. Section 600.6086 is amended to read:

§ 600.6086 *VOR civil airway No. 86 (Butte, Mont., to Bozeman, Mont.)*. From the Butte, Mont., omnirange station via the Whitehall, Mont., omnirange station to the Bozeman, Mont., omnirange station.

7. Section 600.6110 is amended to read:

§ 600.6110 *VOR civil airway No. 110 (San Francisco, Calif., to Altamont, Calif.)* From the point of intersection of the San Francisco omnirange 218° True and the Salinas omnirange 319° True radials via the San Francisco, Calif., omnirange station to the intersection of the San Francisco omnirange

038° True and the Modesto omnirange 273° True radials.

8. Section 600.6121 is added to read:

§ 600.6121 *VOR civil airway No. 121 (North Bend, Oreg., to Eugene Oreg.)*. (Reserved.)

9. Section 600.6122 is added to read:

§ 600.6122 *VOR civil airway No. 122 (Crescent City, Calif., to Medford, Oreg.)* (Reserved.)

10. Section 600.6123 is added to read:

§ 600.6123 *VOR civil airway No. 123 (Newport, Oreg., to Newberg, Oreg.)* (Reserved.)

11. Section 600.6124 is added to read:

§ 600.6124 *VOR civil airway No. 124 (Burley, Idaho, to Pocatello, Idaho)* From the Burley, Idaho, omnirange station to the Pocatello, Idaho, omnirange station.

12. Section 600.6125 is added to read:

§ 600.6125 *VOE civil airway No. 125 (Hutchinson, Kans., to Russell, Kans.)* From the Hutchinson, Kans., omnirange station to the Russell, Kans., omnirange station.

13. Section 600.6126 is added to read:

§ 600.6126 *VOR civil airway No. 126*. (Unassigned.)

14. Section 600.6127 is added to read:

§ 600.6127 *VOR civil airway No. 127 (Livingston, Mont., to Helena, Mont.)* From the Livingston, Mont., omnirange station via the intersection of the Livingston omnirange 321° True and the Helena omnirange 119° True radials to the Helena, Mont., omnirange station.

15. A new center heading is adopted to read "Hawaiian VOR Civil Airways" This heading will apply to all airways which will be designated in §§ 600.6400 through 600.6499.

16. Section 600.6401 is added to read:

§ 600.6401 *Hawaiian VOR civil airway No. 1*. From the Hilo, Hawaii, T. H., omnirange station to the intersection of the Hilo omnirange 041° True and the Upolu, Hawaii, T. H., omnirange 096° True radials.

17. Section 600.6402 is added to read:

§ 600.6402 *Hawaiian VOR civil airway No. 2*. From the Lihue, Kauai, T. H., omnirange station via the intersection of the Lihue omnirange 126° True and the Honolulu omnirange 246° True radials; Honolulu, Oahu, T. H., omnirange station, including a south alternate between the Lihue, Kauai, T. H., omnirange station and the Honolulu, Oahu, T. H., omnirange station via the intersection of the Lihue omnirange 141° True and the Honolulu omnirange 246° True radials; Lanai, T. H., omnirange station, including a south alternate; the intersection of the Lanai omnirange 111° True and the Upolu omnirange 302° True radials; Upolu, Hawaii, T. H., omnirange station, excluding the portion which overlaps Kahoolawe danger area; the intersection of the Upolu omnirange 096° True and the Hilo omnirange 336° True radials; Hilo, Hawaii, T. H., omnirange

station to the intersection of the Hilo 089° True radial and a point 33 statute miles east from the Hilo, Hawaii, T. H., omnirange station.

18. Section 600.6403 is added to read:

§ 600.6403 *Hawaiian VOR civil airway No. 3*. From the intersection of the Hilo omnirange 173° True radial and a point 36 statute miles south from the Hilo, Hawaii, T. H., omnirange station via the Hilo, Hawaii, T. H., omnirange station to the intersection of the Hilo omnirange 006° True and the Upolu, Hawaii, T. H., omnirange 096° True radials.

19. Section 600.6404 is added to read:

§ 600.6404 *Hawaiian VOR civil airway No. 4*. From the intersection of the Honolulu omnirange 246° True and Lihue, Kauai, T. H., omnirange 186° True radials via the Honolulu, Oahu, T. H., omnirange station to the intersection of the Honolulu omnirange 061° True and the Maui, T. H., omnirange 351° True radials, excluding the portion below 6,000 feet which overlaps the Kaneohe Naval Airspace Reservation.

20. Section 600.6405 is added to read:

§ 600.6405 *Hawaiian VOR civil airway No. 5*. From the intersection of the Maui omnirange 191° True and the Lanai, T. H., omnirange 111° True radials via the Maui, T. H., omnirange station, excluding the portion which overlaps the Kahoolawe danger area, to the intersection of the Maui omnirange 351° True and the Honolulu, Oahu, T. H., omnirange 061° True radials.

21. Section 600.6406 is added to read:

§ 600.6406 *Hawaiian VOR civil airway No. 6*. From the Lanai, T. H., omnirange station to the Maui, T. H., omnirange station.

22. Section 600.6407 is added to read:

§ 600.6406 *Hawaiian VOR civil airway No. 7* From the Lanai, T. H., omnirange station to the intersection of the Lanai omnirange 337° True and the Honolulu, Oahu, T. H., omnirange 061° True radials.

23. Section 600.6408 is added to read:

§ 600.6408 *Hawaiian VOR civil airway No. 8*. From the intersection of the Maui omnirange 237° True and the Lanai, T. H., omnirange 111° True radials to the Maui, T. H., omnirange station, excluding the portion which overlaps the Kahoolawe danger area.

24. Section 600.6409 is added to read:

§ 600.6409 *Hawaiian VOR civil airway No. 9*. From the intersection of the Honolulu omnirange 179° True and the Lanai, T. H., omnirange 224° True radials to the Honolulu, Oahu, T. H., omnirange station, excluding the portion above 10,000 feet which overlaps Airspace Warning Areas.

25. Section 600.6410 is added to read:

§ 600.6410 *Hawaiian VOR civil airway No. 10*. From the Upolu, Hawaii, T. H., omnirange station to the intersection of the Upolu omnirange 096° True and the Hilo, Hawaii, T. H., omnirange 041° True radials.

(Sec. 205, 52 Stat. 934, as amended; 49 U. S. C. 425. Interpret or apply sec. 302, 52 Stat. 935, as amended; 49 U. S. C. 452)

This amendment shall become effective 0001 e. s. t. March 3, 1953.

[SEAL]

F. B. LEE,
Acting Administrator of
Civil Aeronautics.

[F. R. Doc. 53-1879; Filed, Mar. 3, 1953; 8:50 a. m.]

[Amdt. 5]

PART 601 — DESIGNATION OF CONTROL AREAS, CONTROL ZONES, AND REPORTING POINTS

ALTERATIONS

The control area, control zone and reporting point alterations appearing hereinafter have been coordinated with the civil operators involved, the Army, the Navy and the Air Force, through the Air Coordinating Committee, Airspace Subcommittee, and are adopted to become effective when indicated in order to promote safety of the flying public. Compliance with the notice, procedures, and effective date provisions of Section 4 of the Administrative Procedure Act would be impracticable and contrary to public interest and therefore is not required. Part 601 is amended as follows:

1. Section 601.19 is amended to read:

§ 601.19 *Green civil airway No. 9 control areas (Hawaiian Islands)* All of Green civil airway No. 9.

2. Section 601.110 is amended to read:

§ 601.110 *Amber civil airway No. 10 control areas (Hawaiian Islands)* All of Amber civil airway No. 10.

3. Section 601.111 is amended to read:

§ 601.111 *Amber civil airway No. 11 control areas (Hawaiian Islands)* All of Amber civil airway No. 11.

4. Section 601.112 is amended to read:

§ 601.112 *Amber civil airway No. 12 control areas (Hawaiian Islands)* All of Amber civil airway No. 12.

5. Section 601.287 is amended to read:

§ 601.287 *Red civil airway No. 87 control areas (Hawaiian Islands)*. All of Red civil airway No. 87.

6. Section 601.312 *Red civil airway No. 112 control areas (Hawaiian Islands)* is revoked.

7. Section 601.1158 is amended to read:

§ 601.1158 *Control area extension (Cleveland, Ohio)*. That airspace lying over United States territory within a 30-mile radius of the Cleveland-Hopkins Airport excluding the portion which overlaps the Akron Caution Area (No. C-419).

8. Section 601.1179 is amended to read:

§ 601.1179 *Control area extension (Hilo, T. H.)*. All that airspace within a radius of 25 miles from the Hilo, T. H., radio range station extending clockwise from a point 25 miles north of the Hilo

range station on Amber civil airway No. 12 to a point 25 miles east of the Hilo range station on Red civil airway No. 37.

9. Section 601.1328 *Control area extension (Oxnard, Calif.)* is amended by correcting last portion to read: "excluding the airspace below 4000 feet MSL lying within the Santa Cruz Island Warning Area (W-412) "

10. Section 601.1329 is added to read:

§ 601.1329 *Control area extension (Malden, Mo.)* Within 5 miles either side of the 120° True and 300° True radials of the Malden, Mo., omnirange extending from the omnirange station to points 25 miles southeast and northwest.

11. Section 601.1983 *Three mile radius zones* is amended by deleting the following airport:

Acomita, N. Mex.. CAA Intermediate Field.

12. Section 601.2222 is amended to read:

§ 601.2222 *Austin, Tex., control zone.* Within a 5-mile radius of the Robert Mueller Airport, including the airspace within a 5-mile radius of Bergstrom Air Force Base, within 2 miles either side of the northwest course of the Austin, Tex., radio range extending from the radio range station to a point 10 miles northwest, within 2 miles either side of the Austin ILS localizer course extending from the Robert Mueller Airport to the ILS outer marker, and within 2 miles either side of the 183° True and 3° True radials of the Austin omnirange extending from the present control zone boundary to a point 10 miles north of the omnirange station.

13. Section 601.2319 is added to read:

§ 601.2319 *Malden, Mo., control zone.* Within a 5-mile radius of the Malden Airport and within 2 miles either side of the 300° and 120° True radials of the Malden omnirange extending from the airport to a point 10 miles southeast of the omnirange station.

14. Section 601.4206 *Red civil airway No. 6 (Las Vegas, Nev., to Omaha, Nebr.)* is corrected by reinstating the following reporting points: "Akron, Colo., radio range station; Lincoln, Nebr., radio range station."

15. Section 601.4312 *Red civil airway No. 112 (Hawaiian Islands)* is revoked.

16. A new center heading is adopted to read "Domestic VOR Civil Airway Control Areas" This heading will apply to all civil airway control areas which have been and will be designated in §§ 601.6000 through 601.6399.

17. Section 601.6021 is amended to read:

§ 601.6021 *VOR civil airway No. 21 control areas (Long Beach, Calif., to United States-Canadian Border)* All of VOR civil airway No. 21, including an east and a west alternate.

18. Section 601.6086 is amended to read:

§ 601.6086 *VOR civil airway No. 86 control areas (Butte, Mont., to Bozeman, Mont.)* All of VOR civil airway No. 86.

19. Section 601.6110 is amended to read:

§ 601.6110 *VOR civil airway No. 110 control areas (San Francisco, Calif., to Altamont, Calif.)*. All of VOR civil airway No. 110.

20. Section 601.6121 is added to read:

§ 601.6121 *VOR civil airway No. 121 control areas (North Bend, Oreg., to Eugene, Oreg.)* (Reserved.)

21. Section 601.6122 is added to read:

§ 601.6122 *VOR civil airway No. 122 control areas (Crescent City, Calif., to Medford, Oreg.)* (Reserved.)

22. Section 601.6123 is added to read:

§ 601.6123 *VOR civil airway No. 123 control areas (Newport, Oreg., to Newberg, Oreg.)* (Reserved.)

23. Section 601.6124 is added to read:

§ 601.6124 *VOR civil airway No. 124 control areas (Burley, Idaho, to Pocatello, Idaho)* All of VOR civil airway No. 124.

24. Section 601.6125 is added to read:

§ 601.6125 *VOR civil airway No. 125 control areas (Hutchinson, Kans., to Russell, Kans.)* All of VOR civil airway No. 125.

25. Section 601.6126 is added to read:

§ 601.6126 *VOR civil airway No. 126 control areas.* (Unassigned.)

26. Section 601.6127 is added to read:

§ 601.6127 *VOR civil airway No. 127 control areas (Livingston, Mont., to Helena, Mont.)* All of VOR civil airway No. 127.

27. A new center heading is adopted to read "Hawaiian VOR Civil Airway Control Areas" This heading will apply to all civil airway control areas which will be designated in §§ 601.6400 through 601.6499.

28. Section 601.6401 is added to read:

§ 601.6401 *Hawaiian VOR civil airway No. 1 control areas.* All of Hawaiian VOR civil airway No. 1.

29. Section 601.6402 is added to read:

§ 601.6402 *Hawaiian VOR civil airway No. 2 control areas.* All of Hawaiian VOR civil airway No. 2, including south alternates.

30. Section 601.6403 is added to read:

§ 601.6403 *Hawaiian VOR civil airway No. 3 control areas.* All of Hawaiian VOR civil airway No. 3.

31. Section 601.6404 is added to read:

§ 601.6404 *Hawaiian VOR civil airway No. 4 control areas.* All of Hawaiian VOR civil airway No. 4.

32. Section 601.6405 is added to read:

§ 601.6405 *Hawaiian VOR civil airway No. 5 control areas.* All of Hawaiian VOR civil airway No. 5.

33. Section 601.6406 is added to read:

§ 601.6406 *Hawaiian VOR civil airway No. 6 control areas.* All of Hawaiian VOR civil airway No. 6.

34. Section 601.6407 is added to read:

§ 601.6407 *Hawaiian VOR civil airway No. 7 control areas.* All of Hawaiian VOR civil airway No. 7.

35. Section 601.6408 is added to read:

§ 601.6408 *Hawaiian VOR civil airway No. 8 control areas.* All of Hawaiian VOR civil airway No. 8.

36. Section 601.6409 is added to read:

§ 601.6409 *Hawaiian VOR civil airway No. 9 control areas.* All of Hawaiian VOR civil airway No. 9.

37. Section 601.6410 is added to read:

§ 601.6410 *Hawaiian VOR civil airway No. 10 control areas.* All of Hawaiian VOR civil airway No. 10.

38. Section 601.7001 is amended by changing the caption to read: "Domestic VOR reporting points", and by adding the following reporting points:

Bozeman, Mont., omnirange station.
Crescent City, Calif., omnirange station.
Billings, Mont., omnirange station.
Drummond, Mont., omnirange station.
Dubois, Idaho, omnirange station.
Ellensburg, Wash., omnirange station.
Ephrata, Wash., omnirange station.
Eugene, Oreg., omnirange station.
Great Falls, Mont., omnirange station.
Helena, Mont., omnirange station.
Lewistown, Mont., omnirange station.
Livingston, Mont., omnirange station.
Missoula, Mont., omnirange station.
Mullan Pass, Mont., omnirange station.
Newberg, Oreg., omnirange station.
Pocatello, Idaho, omnirange station.
Spokane, Wash., omnirange station.
The Dalles, Oreg., omnirange station.
Whitehall, Mont., omnirange station.
Yakima, Wash., omnirange station.

39. Section 601.7002 is added to read:

§ 601.7002 *Hawaiian VOR reporting points:*

Grass Shack Intersection: Intersection of Hilo omnirange 006° True and Upolu 90° True radials.

Hibiscus Intersection: Intersection of Upolu omnirange 90° True and Hilo omnirange 41° True radials.

Hilo, Hawaii, T. H., omnirange station.
Honolulu, Oahu, T. H., omnirange station.
Hula Girl Intersection: Intersection of Lihue omnirange 141° True and Honolulu omnirange 246° True radials.

Kaneohe Intersection: Intersection of Honolulu omnirange 61° True and Lanai omnirange 318° True radials.

Lanai, T. H., omnirange station.
Lihue, Kauai, T. H., omnirange station.

Makai Intersection: Intersection of Honolulu omnirange 246° True and Lihue omnirange 126° True radials.

Maul, T. H., omnirange station.

North Lanai Intersection: Intersection of Honolulu omnirange 61° True and Lanai omnirange 337° True radials.

North Maui Intersection: Intersection of Honolulu omnirange 61° True and Maui omnirange 351° True radials.

Paradise Intersection: Intersection of Hilo omnirange 336° True and Upolu omnirange 96° True radials.

Pineapple Intersection: Intersection of Lanai omnirange 111° True and Maui omnirange 237° True radials.

Rainbow Intersection: Intersection of Maui omnirange 191° True and Lanai omnirange 111° True radials.

Southgate Intersection: Intersection of Honolulu omnirange 179° True and Lanai omnirange 286° True radials.

South Honolulu Intersection: Intersection of Honolulu omnirange 179° True and Lanai omnirange 224° True radials.

South Port Allen Intersection: Intersection of Honolulu omnirange 246° True and Lihue omnirange 186° True radials.

Upolu, Hawaii, T. H., omnirange station.

(Sec. 205, 52 Stat. 984, as amended; 49 U. S. C. 425. Interprets or applies sec. 601, 52 Stat. 1007, as amended; 49 U. S. C. 551)

This amendment shall become effective 0001 e. s. t., March 3, 1953.

[SEAL] F. B. LEE,
Acting Administrator
of Civil Aeronautics.

[F. R. Doc. 53-1930; Filed Mar. 3, 1953; 8:50 a. m.]

TITLE 20—EMPLOYEES' BENEFITS

Chapter III—Bureau of Old-Age and Survivors Insurance, Social Security Administration, Federal Security Agency

[Regs. 4, Amdt.]

PART 404—FEDERAL OLD-AGE AND SURVIVORS INSURANCE (1950—)

WAIVER OF ADJUSTMENT OR RECOVERY OF OVERPAYMENTS

Regulations No. 4 (20 CFR, Cum. Supp. 404.1 et seq.) are amended as follows:

1. So much of § 404.510 as precedes paragraph (a) thereof and paragraph (a) are amended to read as follows:

§ 404.510 *When an individual is "without fault" in a deduction-overpayment.* Except as provided in § 404.511, an individual will be without fault in failing to report a deduction event under section 203 (b) or (c) of the act (other than an event specified in subsection (b) (2) or (c) (2) of such section) (see §§ 404.408 and 404.409) and in accepting a "deduction-overpayment" if and only if it is shown that such failure and acceptance is caused by one or more of the following:

(a) Misunderstanding as to whether the allowable limit of earnings permitted by section 203 (b) (1) of the act (see § 404.408) applies to gross earnings or "take-home" pay.

2. Section 404.510 (c) is amended to read as follows:

(c) Unawareness that his earnings were in excess of the allowable limit of earnings permitted by section 203 (b) (1) of the act (see § 404.408) or that he should have reported such excess, where these earnings were greater than anticipated because of:

(1) Retroactive increases in pay;
(2) Higher overtime pay rates;
(3) Work at higher paid work than realized;

(4) Failure of the employer of an individual unable to keep accurate record to restrict the amount of earnings or the number of hours worked in accordance with a previous agreement intended to avoid deductions;

(5) The occurrence of five Saturdays (or other work days) in a month and the services on the fifth Saturday or work day caused the deductions; or

(6) Unexpected bonus or vacation pay.

3. Section 404.510 is amended by inserting the following new paragraphs, designated as (m) and (n) immediately after paragraph (l) thereof:

(m) Reasonable belief that deductions are impossible only if his earnings for a year average more per month than the allowable limit of earnings permitted by section 203 (b) (1), such belief being based upon an honest impression that the work-deduction provision is administered in a manner similar to the provision for deductions for net earnings from self-employment; except that the provisions of this paragraph shall not be applicable if his earnings averaged more per month than such allowable limit.

(n) Unawareness that his employment after December 1950 was covered by virtue of the Social Security Act Amendments of 1950 when he reasonably believed that such employment was not covered; except that the provisions of this paragraph shall not apply with respect to benefits for months after 1952.

4. Section 404.512 (b) is amended to read:

§ 404.512 *When adjustment or recovery will be waived in a deduction-overpayment—(a) Adjustment or recovery deemed "against equity and good conscience."* * * *

(b) *Adjustment or recovery where earnings exceed total benefits.* In the situations described in § 404.510 (c) to (k) inclusive, and in § 404.510 (m) and (n) if the monthly net cash earnings ("take-home" pay) did not exceed the total benefits affected, there shall be no adjustment or recovery since it will be deemed that under such circumstances adjustment or recovery would be "against equity and good conscience." Where the net cash earnings exceeded the total benefits affected, adjustment or recovery shall be waived only if it appears that adjustment or recovery would "defeat the purpose of Title II" or would otherwise be "against equity and good conscience."

(Sec. 205, 49 Stat. 624, as amended, sec. 1103, 49 Stat. 647, sec. 218, 64 Stat. 514; 42 U. S. C. 405, 418, 1302. Interpret or apply sec. 204, 49 Stat. 624, as amended; 42 U. S. C. 404)

Dated: February 25, 1953.

[SEAL] A. J. ALTMAYER,
Commissioner for Social Security.

Approved: January 29, 1953.

OVETA CULP HOBBY,
Federal Security Administrator.

[F. R. Doc. 53-1966; Filed, Mar. 3, 1953; 8:46 a. m.]

TITLE 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration, Federal Security Agency

PART 141—TESTS AND METHODS OF ASSAY FOR ANTIBIOTIC AND ANTIBIOTIC-CONTAINING DRUGS

PART 146—CERTIFICATION OF BATCHES OF ANTIBIOTIC AND ANTIBIOTIC-CONTAINING DRUGS

MISCELLANEOUS AMENDMENTS

By virtue of the authority vested in the Federal Security Administrator by the provisions of section 507 of the Federal Food, Drug, and Cosmetic Act (52 Stat. 1040, 1055, as amended by 59 Stat.

463, 61 Stat. 11, 63 Stat. 409; 21 U. S. C. 357), the regulations for tests and methods of assay for antibiotic and antibiotic-containing drugs (21 CFR, 1951 Supp. 141; 17 F. R. 4560, 6579, 7835) and certification of batches of antibiotic and antibiotic-containing drugs (21 CFR, 1951 Supp. 146; 17 F. R. 7825, 8533, 11206, 11738) are amended as indicated below:

1. In § 141.36 *Penicillin-streptomycin bougies* * * * the first sentence of subparagraph (2) of paragraph (a) *Potency* is changed to read: "Using 12 bougies, proceed as directed in § 141.101, except paragraph (k) of that section, and if the cup-plate method is used, use potassium phosphate buffer (pH 7.8-8.0) for dissolving the sample in lieu of sterile distilled water as directed in § 141.101 (e) and add sufficient penicillinase to the solution under test to completely inactivate the penicillin present."

2. Section 141.49 (a) (2) is amended to read as follows:

§ 141.49 *Penicillin - streptomycin-bacitracin ointment* * * * (a) *Potency* * * *

(2) *Bacitracin content.* Proceed as directed in § 141.402 (a) except that:

(i) Sufficient penicillinase is added to the sample under test to completely inactivate the penicillin present.

(ii) If streptomycin is present add sufficient 0.5 percent semicarbazide solution (pH 6.5-7.0) to inactivate (1 hour at room temperature) the streptomycin.

(iii) If dihydrostreptomycin is present, calculate from the quantity of dihydrostreptomycin found, using the method prescribed by paragraph (a) (1) of this section, the quantity of dihydrostreptomycin that would be present when the sample is diluted to contain one unit of bacitracin (labeled potency) per milliliter. Prepare the bacitracin standard curve by adding this calculated quantity of dihydrostreptomycin to each concentration of bacitracin used for the curve. Use this standard curve to calculate the bacitracin content of the sample.

3. Section 141.56 (b) and (c) are amended to read as follows:

§ 141.56 *Chloroprocaine penicillin O.* * * *

(b) *Chloroprocaine penicillin O content.* Accurately weigh approximately 168 milligrams of the sample in a 25-milliliter glass-stoppered test tube and add 5.0 milliliters of chloroform (previously washed with water) and 15 milliliters of distilled water. Place the tube in an ice bath for 5 minutes and then add 1.5 milliliters of 1-4 H₂PO₄. Shake the tube vigorously for 2 minutes, centrifuge for 1 minute to separate the layers, and withdraw the lower chloroform layer with the aid of a 10-milliliter hypodermic syringe equipped with a 3-inch needle. Superficially dry the chloroform by filtering through a pledget of cotton, using a U-shaped funnel to reduce evaporation during filtration. Collect the filtrate in a 5-milliliter glass-stoppered bottle and use within an hour. Place this chloroform solution in the absorption cell (consisting of two rock-salt plates with a 1.0-millimeter polyethylene spacer between them, clamped firmly in the cell holder). Adjust the amplification of the infrared spectrometer to full-

scale deflection for 1 microvolt, set the slit opening at 0.300 millimeter and record the spectrum from 10.7 to 9.4 microns, taking a zero reading (shutter closed) at the beginning and at the end of the run. Draw a base line from the transmission peak at 10.3 microns parallel to the zero line. Calculate the base line optical density from the following formula.

$$D_B = \log_{10} \frac{I_B}{I_P}$$

where

D_B = base line density.

I_B = distance from the zero line to the base line measured at the transmission peak at 10.3 microns.

I_P = distance from the zero line to the maximum absorption of the band at 10.1 microns.

The extinction coefficient of the sample in the particular cell being used is calculated as follows:

$$E = \frac{D_c \times 5}{\text{Weight of sample in grams}}$$

where E = extinction coefficient.

Using an accurately weighed sample of about 100 milligrams of the potassium penicillin O working standard in the above procedure, determine its extinction coefficient in the particular cell being used.

Obtain the percent chlorprocaine penicillin O in the sample under test by the following calculation:

$$\frac{E_{\text{sample}}}{E_{\text{standard}}} \times 68 = \text{percent chlorprocaine penicillin O.}$$

(c) *Chlorprocaine penicillin G content.* Proceed as directed in § 141.5 (g) except prepare the sample as follows: Accurately weigh approximately 500 milligrams of the sample in a 25-milliliter glass-stoppered test tube. Add 6 milliliters of distilled water and 6.0 milliliters of amyl acetate. Place the tube in an ice bath for 5 minutes and then add 4 milliliters of 1-4 H₃PO₄, shake vigorously for 2 minutes, centrifuge for 1 minute to separate the layers, and withdraw 5.0 milliliters of the amyl acetate layer. Place the amyl acetate in a 250-milliliter Erlenmeyer flask and evaporate to dryness by directing a stream of air into the flask. Dissolve the residue in 2.0 milliliters of 2.5 percent KOH.

Calculate the percent of penicillin G in the sample from the equation:

$$\frac{(6.10)(x)(50)(100)}{(\text{Wt. sample milligrams})(0.833)} = \text{percent penicillin G}$$

4. In § 141.109 *Streptomycin tablets* * * * the first sentence of subparagraph (1) of paragraph (a) *Potency* is changed to read: "Using 12 tablets, proceed as directed in § 141.101, except paragraphs (j) and (k) of that section, and use 0.10 M potassium phosphate buffer (pH 7.8-8.0) for dissolving the sample in lieu of sterile distilled water as directed in § 141.101 (e) "

5. In § 141.112 *Streptomycin-polymyxin-bacitracin tablets*, subparagraph (1) *Potency* of paragraph (a) *Tablets* is amended as follows:

a. In subdivision (i) *Streptomycin content*, change the first sentence to read: "Using 12 tablets, proceed as directed in § 141.109 (a) (1) "

b. In subdivision (ii) *Polymyxin content*, change the first sentence to read: "Using 12 additional tablets, proceed as directed in paragraph (b) of this section."

c. In subdivision (iii) *Bacitracin content*, first sentence, change "(i)" to read: "(ii) "

6. In § 141.409 *Bacitracin-polymyxin ointment*, subparagraph (2) of paragraph (a) *Potency*, change the sentence beginning "Shake with two 25-milliliter portions" to read. "Shake with four 25-milliliter portions of 1.0-percent phosphate buffer (pH 6.0), and combine the extracts."

7. Section 141.410 (a) (1) (ii) is amended to read as follows:

§ 141.410 *Bacitracin-neomycin tablets*—(a) *Tablets*—(1) *Potency.* * * *

(ii) *Neomycin content.* Using 5 tablets dissolve in 0.10 M phosphate buffer (pH 7.8-8.0) and proceed as directed in paragraph (b) (1) of this section.

8. In § 141.411 *Bacitracin-neomycin ointment* change the first sentence of subparagraph (2) of paragraph (a) *Potency* to read: "Prepare the sample as directed in § 141.8 (a) except in lieu of potassium phosphate buffer use 0.10 M phosphate buffer (pH 7.8-8.0) and proceed as directed in § 141.410 (b) (1) "

9. Part 141 is amended by adding the following new sections:

§ 141.413 *Bacitracin - neomycin troches; potency and moisture.* Proceed as directed in § 141.410 (a)

§ 141.414 *Bacitracin - neomycin with vasoconstrictor*—(a) *Potency*—(1) *Bacitracin content.* Proceed as directed in § 141.405 (a) Its content of bacitracin is satisfactory if it contains not less than 85 percent of the number of units that it is represented to contain.

(2) *Neomycin content.* Proceed as directed in § 141.410 (b) (1) Its content of neomycin is satisfactory if it contains not less than 85 percent of the number of milligrams that it is represented to contain.

(b) *Moisture.* Proceed as directed in § 141.5 (a)

(Sec. 701, 52 Stat. 1055; 21 U. S. C. 371)

10. Section 146.45 (c) (1) (iii) is amended to read as follows:

§ 146.45 *Procaine penicillin in oil* * * *

(c) *Labeling.* * * *

(1) * * *

(iii) The statement "Expiration date _____," the blank being filled in, if it is packaged in plastic containers, with the date which is 12 months, or if its container is not plastic, with the date which is 36 months after the month during which the batch was certified, except that the blank may be filled in with the date which is 18 months, if the container is plastic, or 48 months if the container is not plastic, after the month during which the batch was certified, if the person who requests certification has submitted to the Commissioner results of tests and assays showing that after having been stored for such period of time such drug as prepared by him complies with the standards prescribed by paragraph (a) of this section.

11a. Section 146.79 (d) (2) is amended to read:

§ 146.79 *Chlorprocaine penicillin O* * * * (d) *Request for certification, check tests and assays; samples.* * * *

(2) Such person shall submit in connection with his request an accurately representative sample of the batch:

(i) For all tests except sterility; 10 packages.

(ii) For sterility testing; 10 packages.

Each such package shall contain approximately 300 milligrams taken from a different part of such batch, and each shall be packaged in accordance with the requirements of paragraph (b) of this section.

b. Section 146.79 (e) (1) is amended to read:

(e) *Fees.* * * *

(1) \$4.00 for each immediate container in the samples submitted in accordance with paragraph (d) (2) (i) and (3) of this section.

12. Section 146.80 (d) (2) is amended in the following respects:

a. Section 146.80 (d) (2) (ii) is amended to read:

§ 146.80 *Chlorprocaine penicillin O for aqueous injection* * * *

(d) *Request for certification, samples.* * * *

(2) * * *

(ii) The chlorprocaine penicillin O used in making the batch; potency crystallinity, penicillin O content, and penicillin G content.

b. Section 146.80 (d) (2) (iii) is deleted.

c. In § 146.80 (d) (3) (ii), change "three packages" to read "six packages"

d. In § 146.80 (d) (3) delete subdivision (iii) and renumber subdivisions (iv) and (v) as (iii) and (iv), respectively.

e. Section 146.80 (d) (5) is amended by deleting "and (iii)" from both places at which it occurs.

f. Section 146.80 (e) (1) is amended to read as follows:

(e) *Fees.* * * *

(1) \$4.00 for each immediate container in the samples submitted in accordance with paragraphs (d) (3) (i) (a) (ii) (iii) and (iv) and (4) (i) of this section.

13. In § 146.110 *Streptomycin otic with antifungal agent* * * * subparagraph (1) (iv) of paragraph (c) *Labeling* is amended by changing the figure "12" to read "24"

14. In § 146.216 *Aureomycin therapeutic formula for animal feed* * * *, paragraph (a) *Standards of identity* * * * is amended by changing the figure "5.0" in the second sentence to read "3.6"

15. Part 146 is amended by adding the following new sections:

§ 146.413 *Bacitracin-neomycin troches.* Bacitracin-neomycin troches conform to all requirements prescribed by § 146.410 for bacitracin-neomycin tablets and are subject to all procedures prescribed by § 146.410 for bacitracin-neomycin tablets, except that:

(a) Each troche contains not less than 200 units of bacitracin.

(b) Each troche contains not less than 3.5 milligrams of neomycin.

(c) Each troche may be tableted with or without one or more suitable and harmless local anesthetics.

(d) In addition to the labeling prescribed for bacitracin-neomycin tablets, if it contains one or more local anesthetics, each package shall bear on the outside wrapper or container and the immediate container the name and quantity of each such ingredient in each troche of the batch.

§ 146.414 *Bacitracin-neomycin with vasoconstrictor*—*bacitracin-neomycin with _____ (the blank being filled in with the common or usual name of the vasoconstrictor)* (a) Bacitracin-neomycin with vasoconstrictor conforms to all requirements prescribed by § 146.405 for bacitracin with vasoconstrictor and is subject to all procedures prescribed by § 146.405 for bacitracin with vasoconstrictor, except that:

(1) When prepared as directed in its labeling it contains not less than 3.5 milligrams of neomycin per milliliter. The neomycin used conforms to the requirements prescribed for neomycin by § 146.410 (a) (2)

(2) In lieu of the labeling prescribed by § 146.405 (c) (1) (ii) and (iii) each package shall bear on the outside wrapper or container and the immediate container the number of units of bacitracin and the number of milligrams of neomycin in each container and the statement "Expiration date _____," the blank being filled in with the date which is 12 months after the month during which the batch was certified.

(3) In addition to complying with the requirements of § 146.405 (d) a person who requests certification of a batch of bacitracin-neomycin with vasoconstrictor shall submit with his request a statement showing the number of units of bacitracin and the number of milligrams of neomycin in each immediate container, the batch mark, and (unless it was previously submitted) the results and the date of the latest tests and assays of the neomycin used in making the batch for potency, toxicity, moisture, and pH. He shall also submit in connection with his request a sample consisting of not less than 6 packages of the bacitracin-neomycin with vasoconstrictor and (unless it was previously submitted) a sample consisting of 5 packages containing approximately equal portions of not less than 0.5 gram each of the neomycin used in making such batch.

(b) The fee for the services rendered with respect to each immediate container in the sample of neomycin submitted in accordance with the requirements prescribed therefor by this section shall be \$4.00.

(Sec. 701, 52 Stat. 1055; 21 U. S. C. 371)

This order, which provides for changes in the tests and methods of assay for penicillin-streptomycin bougies, penicillin-streptomycin-bacitracin ointment, chlorprocaine penicillin O, streptomycin tablets, streptomycin-polymyxin-bacitracin tablets, bacitracin-polymyxin

ointment, bacitracin-neomycin tablets, and bacitracin-neomycin ointment; for an expiration date of 18 months for procaine penicillin in oil packaged in plastic containers if the person who requests certification has proved his drug to be stable for such period of time; for an expiration date of 24 months for streptomycin otic with antifungal agent; for a minimum potency of aureomycin therapeutic formula for animal feed of 3.6 grams of aureomycin per pound; and for tests and methods of assay and certification of bacitracin-neomycin troches and bacitracin-neomycin with vasoconstrictor, shall become effective upon publication in the FEDERAL REGISTER, since both the public and the affected industry will benefit by the earliest effective date, and I so find.

Notice and public procedure are not necessary prerequisites to the promulgation of this order, and I so find, since it was drawn in collaboration with interested members of the affected industry and since it would be against public interest to delay providing for the amendments set forth above.

Dated: February 26, 1953.

[SEAL] OVETA CULP HOBBY,
Administrator.

[F. R. Doc. 53-1967; Filed, Mar. 3, 1953; 8:47 a. m.]

PART 141—TESTS AND METHODS OF ASSAY FOR ANTIBIOTIC AND ANTIBIOTIC-CONTAINING DRUGS

PART 146—CERTIFICATION OF BATCHES OF ANTIBIOTIC AND ANTIBIOTIC-CONTAINING DRUGS

STREPTOMYCIN SULFATE ORAL VETERINARY; STREPTOMYCIN SULFATE POWDER (OR GRANULES) ORAL VETERINARY

By virtue of the authority vested in the Federal Security Administrator by the provisions of section 507 of the Federal Food, Drug, and Cosmetic Act (52 Stat. 1040, 1055, as amended by 59 Stat. 463, 61 Stat. 11, 63 Stat. 409; 21 U. S. C. 357) the regulations for tests and methods of assay for antibiotic and antibiotic-containing drugs (21 CFR, 1951 Supp. 141) and certification of batches of antibiotic and antibiotic-containing drugs (21 CFR, 1951 Supp. 146) are amended as indicated below:

1. Part 141 is amended by adding the following new sections:

§ 141.119 *Streptomycin sulfate oral veterinary*—(a) *Potency*. Proceed as directed in § 141.101.

(b) *Toxicity*. Proceed as directed in § 141.103.

(c) *Moisture*. Using a 1-gram sample, proceed as directed in § 141.5 (a).

(d) *pH*. Proceed as directed in § 141.106 (b).

§ 141.120 *Streptomycin sulfate powder oral veterinary; streptomycin sulfate granules oral veterinary*—(a) *Potency*. Proceed as directed in § 141.101. Its content of streptomycin is satisfactory if it contains not less than 90 percent of the number of milligrams of streptomycin per gram it is represented to contain.

(b) *Moisture*. Using a 1-gram sample, proceed as directed in § 141.5 (a)

(Sec. 701, 52 Stat. 1055; 21 U. S. C. 371)

2. Part 146 is amended by adding the following new sections:

§ 146.114 *Streptomycin sulfate oral veterinary*—(a) *Standards of identity, strength, quality, and purity*. Streptomycin sulfate oral veterinary is the sulfate salt of a kind of streptomycin or a mixture of two or more such salts. Each such drug is so purified and dried that:

(1) Its potency is not less than 450 micrograms per milligram.

(2) It is nontoxic.

(3) Its moisture content is not more than 14.0 percent.

(4) Its pH in aqueous solution of 0.2 gram per milliliter is not less than 3.0 and not more than 7.0.

(b) *Packaging*. In all cases the immediate containers shall be tight containers as defined by the U. S. P. The composition of the immediate container shall be such as will not cause any change in the strength, quality, or purity of the contents beyond any limit therefor in applicable standards, except that minor changes so caused which are normal and unavoidable in good packaging, storage, and distribution practice shall be disregarded.

(c) *Labeling*. Each package of streptomycin sulfate oral veterinary shall bear on its outside wrapper or container and the immediate container:

(1) The batch mark.

(2) The number of milligrams of streptomycin per gram and the number of grams of the drug in the immediate container.

(3) The statement "expiration date _____," the blank being filled in with the date which is 24 months after the month during which the batch was certified.

(4) The statement "For use only in the manufacture of oral veterinary drugs."

(d) *Request for certification; samples*. (1) In addition to complying with the requirements of § 145.2, a person who requests certification of a batch shall submit with his request a statement showing the batch mark, the number of packages of each size in the batch, the number of milligrams of streptomycin per gram, and the total number of grams of streptomycin in each package. Such request shall be accompanied or followed by the results of tests and assays made by him on the batch for potency, toxicity, moisture, and pH.

(2) Such person shall submit with his request an accurately representative sample of the batch, consisting of 5 packages each containing approximately 1.0 gram taken from a different part of such batch, and each shall be packaged in accordance with the requirements of paragraph (b) of this section.

(e) *Fees*. The fee for the services rendered with respect to each batch under the regulations in this part shall be:

(1) \$4.00 for each immediate container in the sample submitted in accordance with paragraph (d) (2) of this section.

(2) If the Commissioner considers that investigations, other than the examina-

tion of such immediate containers are necessary to determine whether or not such batch complies with the requirements of § 146.3 for the issuance of a certificate, the cost of such investigations.

The fee prescribed by subparagraph (1) of this paragraph shall accompany the request for certification unless such fee is covered by an advance deposit maintained in accordance with § 146.8 (d)

§ 146.115 *Streptomycin sulfate powder oral veterinary; streptomycin sulfate granules oral veterinary*—(a) *Standards of identity, strength, quality, and purity.* Streptomycin sulfate powder oral veterinary or streptomycin sulfate granules oral veterinary is streptomycin sulfate oral veterinary with one or more suitable and harmless diluents and stabilizing agents. Its potency is not less than 333 micrograms per milligram. Its moisture content is not more than 7.0 percent. The streptomycin sulfate oral veterinary used conforms to the standards prescribed by § 146.114 (a). Each other ingredient used, if its name is recognized in the U. S. P. or N. F., conforms to the standards prescribed therefor by such official compendium.

(b) *Packaging.* In all cases the immediate containers shall be tight containers as defined by the U. S. P. The composition of the immediate containers shall be such as will not cause any change in the strength, quality, or purity of the contents beyond any limit therefor in applicable standards, except that minor changes so caused which are normal and unavoidable in good packaging, storage, and distribution practice shall be disregarded.

(c) *Labeling.* Each package shall bear on its label or labeling as herein-after indicated, the following:

(1) On the outside wrapper or container and the immediate container:

(i) The batch mark.

(ii) The number of milligrams of streptomycin per gram and the number of grams in the immediate container.

(iii) The statement "Expiration date _____," the blank being filled in with the date which is 18 months after the month during which the batch was certified.

(iv) The statement "For oral veterinary use only."

(v) The statement "For manufacturing use," "For repacking," or "For manufacturing use or repacking," when packaged for repacking or for use as an ingredient in the manufacture of another drug, as the case may be.

(2) On the circular or other labeling within or attached to the package, adequate directions and warnings for the veterinary use of such drug by the laity. Such circular or other labeling may also bear a statement that a brochure or other printed matter containing information for other veterinary uses of such drug by a veterinarian licensed by law to administer it will be sent to such veterinarian on request.

(d) *Request for certification, samples.*

(1) In addition to complying with the requirements of § 146.2, a person who requests certification of a batch shall sub-

mit with his request a statement showing the batch mark, the number of packages of each size in such batch, the batch mark and (unless it was previously submitted) the date on which the latest assay of the streptomycin sulfate oral veterinary used in making such batch was completed, the quantity of each ingredient used in making the batch, the date on which the latest assay of the drug comprising such batch was completed, and a statement that each other ingredient used conforms to the requirements prescribed therefor, if any, by this section.

(2) Except as otherwise provided by subparagraph (4) of this paragraph, such person shall submit in connection with his request results of the tests and assays listed after each of the following, made by him on an accurately representative sample of:

(i) The batch, potency and moisture.

(ii) The streptomycin sulfate oral veterinary used in making the batch, potency, toxicity moisture, and pH.

(3) Except as otherwise provided by subparagraph (4) of this paragraph, such person shall submit in connection with his request, in the quantities herein-after indicated, accurately representative samples of the following:

(i) The batch, one immediate container for each 5,000 immediate containers in the batch, but in no case less than 5 immediate containers or more than 12 immediate containers, unless each such container is packaged to contain more than 15 grams, in which case the sample shall consist of 15 grams for each 5,000 immediate containers in the batch, but in no case less than five 15-gram portions or more than twelve 15-gram portions. Such samples shall be collected by taking single immediate containers or 15-gram portions at such intervals throughout the entire time of packaging the batch that the quantities packaged during the intervals are approximately equal.

(ii) The streptomycin sulfate oral veterinary used in making the batch; 5 packages containing approximately equal portions of not less than 1.0 gram each, packaged in accordance with the requirements of § 146.114 (b)

(iii) In case of an initial request for certification, the other ingredients used in making the batch, one package of each containing approximately 5 grams.

(4) No result referred to in subparagraph (2) (ii) of this paragraph, and no sample referred to in subparagraph (3) (ii) of this paragraph, is required if such result or sample has been previously submitted.

(e) *Fees.* The fee for the services rendered with respect to each batch under the regulations in this part shall be:

(1) \$4.00 for each immediate container in the samples submitted in accordance with paragraph (d) (3) (i) (ii) and (iii) of this section; and

(2) If the Commissioner considers that investigations other than the examination of such immediate containers are necessary to determine whether or not such batch complies with the requirements of § 146.3 for the issuance of a

certificate, the cost of such investigations.

The fee prescribed by subparagraph (1) of this paragraph shall accompany the request for certification unless such fee is covered by an advance deposit maintained in accordance with § 146.8 (d)

(Sec. 701, 52 Stat. 1055; 21 U. S. C. 371)

This order, which provides for tests and methods of assay and certification of streptomycin sulfate oral veterinary, streptomycin sulfate powder oral veterinary, and streptomycin sulfate granules oral veterinary, shall become effective upon publication in the FEDERAL REGISTER, since both the public and the affected industry will benefit by the earliest effective date, and I so find.

Notice and public procedure are not necessary prerequisites to the promulgation of this order, and I so find, since it was drawn in collaboration with interested members of the affected industry and since it would be against public interest to delay providing for tests and methods of assay and certification of streptomycin sulfate oral veterinary, streptomycin sulfate powder oral veterinary, and streptomycin sulfate granules oral veterinary.

Dated: February 26, 1953.

[SEAL] OVETA CULP HOBBS,
Administrator

[F. R. Doc. 53-1968; Filed, Mar. 3, 1953; 8:47 a. m.]

TITLE 32A—NATIONAL DEFENSE, APPENDIX

Chapter III—Office of Price Stabilization, Economic Stabilization Agency

[Ceiling Price Regulation 9, Revision 1, Supplementary Regulation 2, Revision 1, Amdt. 2]

CPR 9—TERRITORIES AND POSSESSIONS

SR 2—CEILING PRICES FOR MANUFACTURERS MAKING SALES SUBJECT TO CPR 9

MISCELLANEOUS AMENDMENTS

Pursuant to the Defense Production Act of 1950, as amended, Executive Order 10161, and Economic Stabilization Agency General Order No. 2, this Amendment 2 to Supplementary Regulation 2, Revision 1, Ceiling Price Regulation 9, Revision 1 is hereby issued.

STATEMENT OF CONSIDERATIONS

Supplementary Regulation 2, Revision 1, to Ceiling Price Regulation 9, Revision 1, establishes ceiling prices for manufacturers making sales subject to Ceiling Price Regulation 9, Revision 1. Section 2 (a) of the Supplementary Regulation provides that the ceiling price shall include, among other amounts, "An amount equal to your current ceiling price for the commodity computed under the applicable ceiling price regulation (other than Ceiling Price Regulation 61) to the same class of purchaser at the port of shipment."

The growing list of commodities which have been exempted from price control on the mainland makes it imperative to

amend this section of the regulation to provide an alternate method of computing the territorial ceiling price of commodities so exempted on the mainland, since for such commodities there will be no "ceiling price * * * computed under the applicable ceiling price regulations"

This amendment changes section 2 (a) of the Supplementary Regulation, so that manufacturers may include, in lieu of the ceiling price, an amount equal to the current selling price of the commodity to the same class of purchaser at the port of shipment, if the commodity has been exempted or suspended from price control.

Because of the nature and urgency of this amendment, consultation with industry representatives, including trade association representatives, has been deemed impracticable.

AMENDATORY PROVISIONS

1. Paragraph (a) of section 2 of Supplementary Regulation 2, Revision 1, to Ceiling Price Regulation 9, Revision 1, is deleted, and the following new paragraph (a) is substituted therefor:

(a) An amount equal to your current ceiling price for the commodity computed under the applicable ceiling price regulation (other than Ceiling Price Regulation 61) to the same class of purchaser at the port of shipment; or, in the event the commodity has been exempted or suspended by the Office of Price Stabilization from price control in the Continental United States, an amount equal to your current selling price for the commodity to the same class of purchaser at the port of shipment.

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

Effective date. This amendment to Supplementary Regulation 2, Revision 1 to Ceiling Price Regulation 9, Revision 1, shall become effective March 2, 1953.

JOSEPH H. FREEHILL,
Director of Price Stabilization.

MARCH 2, 1953.

[F. R. Doc. 53-2035; Filed, Mar. 2, 1953; 4:40 p. m.]

[General Overriding Regulation 23, Amdt. 6, Correction]

GOR 23—TERRITORIAL EXEMPTIONS

EXEMPTIONS IN ALASKA, HAWAII, THE VIRGIN ISLANDS, AND THE COMMONWEALTH OF PUERTO RICO

CORRECTION

Item 4 of paragraph (a) of section 2.2 of General Overriding Regulation 23, Amendment 6, effective February 19, 1953, revokes "Ceiling Price Regulation 128" This is a clerical error. The item should be corrected to read "Ceiling Price Regulation 168"

(Sec. 704, 64 Stat. 816, as amended; 50 U. S. C. App. Sup. 2154)

JOSEPH H. FREEHILL,
Director of Price Stabilization.

MARCH 2, 1953.

[F. R. Doc. 53-2034; Filed, Mar. 2, 1953; 4:40 p. m.]

Chapter VI—National Production Authority, Department of Commerce

[NPA Order M-54 as Amended March 3, 1953]

M-54—PLATINUM

This order, as amended, is found necessary and appropriate to promote the national defense and is issued pursuant to the Defense Production Act of 1950, as amended. In the formulation of this amended order, there has been consultation with industry representatives, including trade association representatives, and consideration has been given to their recommendations. However, consultation with representatives of all trades and industries affected in advance of the issuance of this amended order has been rendered impracticable due to the number of industries affected.

EXPLANATORY

This amended order affects NPA Order M-54 as amended August 14, 1952, by revising paragraph (c) of section 3 of the order.

REGULATORY PROVISIONS

Sec.

1. What this order does.
2. Definitions.
3. Restrictions on sale, purchase, delivery, receipt, and manufacture.
4. Restrictions on sale or accumulation of scrap.
5. Restrictions on inventory accumulations.
6. Records and reports.
7. Request for adjustment or exception.
8. Communications.
9. Violations.

Authority: Sections 1 to 9 issued under sec. 704, 64 Stat. 816, Pub. Law 429, 82d Cong.; 50 U. S. C. App. Sup. 2154. Interpret or apply sec. 101, 64 Stat. 789, Pub. Law 423, 82d Cong.; 50 U. S. C. App. Sup. 2071; sec. 101, E. O. 10161, Sept. 9, 1950, 15 F. R. 6107; 3 CFR, 1950 Supp.; sec. 2, E. O. 10200, Jan. 3, 1951, 16 F. R. 61; 3 CFR, 1951 Supp., Secs. 402, 405, E. O. 10281, Aug. 28, 1951, 16 F. R. 8789; 3 CFR, 1951 Supp.

SECTION 1. What this order does. This order restricts platinum deliveries to dealers, refiners, distributors, processors, and consumers, prohibits the use of platinum and platinum alloys in jewelry and other items, places restrictions on the sale and delivery of scrap, prohibits delivery of platinum to processors having more than a specified amount of scrap, and limits processors' and consumers' inventories of platinum.

SEC. 2. Definitions. As used in this order:

(a) "Person" means any individual, corporation, partnership, association, or any other organized group of persons and includes agencies of the United States or any other government.

(b) "Platinum" means the metal platinum, and platinum salts, compounds, alloys, solutions, or mixtures, containing more than 0.25 percent platinum by weight, in any form, including but not limited to matte, residues, sponge, bar, sheet, wire, semifabricated forms, and partially fabricated products, but excluding ores and concentrates. It also includes scrap and secondary materials, the platinum content of which is more than 0.25 percent by weight. It does not include finished parts, articles, or equipment regardless of platinum content.

(c) "Consumer" means a person who purchases, accepts delivery of, or owns finished parts, articles, or equipment containing platinum, other than jewelry, for use for any purpose other than resale or investment.

(d) "Processor" means a person who uses platinum by incorporating it in the parts, articles, or products which he manufactures, and includes a person who produces dental restorations.

(e) "Dealer" means a person who makes a regular business of buying and selling platinum at an established address in the continental United States.

(f) "Distributor" means a person who makes a regular business of acting as buying or selling agent for dealers or processors at an established address in the continental United States.

(g) "Refiner" means a person regularly engaged in the business of refining platinum.

(h) "Process" means cut, draw, machine, stamp, melt, alloy, cast, forge, roll, turn, spin, or otherwise alter by physical or chemical means. The term does not include buffing or polishing an assembled article.

(i) "Put into process" means the first change by the processor in the form of material from that form in which it is received by him.

(j) The term "assemble" shall mean the normal putting together of components or parts but shall not be deemed to include the putting together of an article after delivery to a sales outlet or consumer in knockdown form pursuant to an established custom. The term "assemble" shall also not be deemed to include adding stones or finished parts to an otherwise finished article when the placing of one or more stones or finished parts, or the size or type of one or more stones or finished parts, is determined by the choice of the ultimate consumer or the use to which the ultimate consumer is to put the article.

(k) The terms "deliver" and "receive" shall be deemed to include deliveries and receipts under toll agreements.

(l) "Finished parts, articles, or equipment" means products which are finished to the extent that they are ready for their final end use without further processing or are ready for attachment to equipment or parts of equipment which are not platinum.

(m) "Scrap" means all platinum materials or objects which are the waste or by-product of processing, or which have been discarded on account of wear, failure, obsolescence, or other reason.

SEC. 3. Restrictions on sale, purchase, delivery, receipt, and manufacture. (a) Commencing April 1, 1951, no person shall: (1) Sell, transfer, or otherwise deliver platinum except to a person known by the seller or transferor to be a refiner, dealer, distributor, processor, or consumer of platinum; or purchase or accept delivery of platinum unless he is a refiner, dealer, distributor, processor, or consumer of platinum; (2) sell, transfer, or otherwise deliver platinum to any person for use in the manufacture of any item included in List A of this order, or purchase or accept delivery of platinum for use in the manufacture of any item included in such List A.

(b) Commencing April 1, 1951, no person shall put into process any platinum in the manufacture of any item included in List A of this order. However, this prohibition shall not apply to such use of any platinum which was in such person's inventory on April 1, 1951, or to the platinum content of any completed jewelry or parts thereof. Every person who relies on the provisions of the preceding sentence shall prepare a detailed record showing the quantities of platinum in his inventory on the first days of January, February, March, and April 1951, and the platinum content of any completed jewelry or parts thereof delivered to him after March 31, 1951. Such record shall be maintained for at least 3 years and shall be made available at the usual place of business where maintained for inspection and audit by duly authorized representatives of the National Production Authority.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this section, any platinum refiner may deliver to a processor for use in the manufacture of any item included in List A of this order any platinum (or its equivalent by weight) which was recovered by such refiner from completed jewelry, or parts thereof, or from scrap or sweepings which the refiner has received from a processor and which resulted from the manufacture by him of any item or items included in such List A. In addition, a processor may accept for use in the manufacture of any item included in List A any refined platinum which on April 1, 1951, was in the inventory of a person who was then regularly engaged as a processor of any item included in List A, provided the processor so accepting delivery of refined platinum receives at the same time a certificate reading substantially as follows:

Certified under the provisions of NPA
Order M-54

Such certification shall be signed in accordance with the provision of NPA Reg. 2 and shall constitute a representation to the processor and to NPA by the person making such delivery that the platinum being so delivered was in his inventory April 1, 1951, and that he was on that date regularly engaged as a processor of any item or items included in List A. Any processor to whom refined platinum is delivered pursuant to this paragraph may use such platinum in the manufacture of any item included in List A. *Provided, however* That any such refined platinum may not be further delivered by such processor for use in the manufacture of any item included in List A. For purposes of this paragraph only the term "processor" includes retail and wholesale jewelers, and the term "manufacture" includes the use of platinum by such persons for repair, sizing, and such other operations as are customarily performed by such persons with respect to jewelry.

(d) The restrictions of paragraphs (a) and (b) of this section shall not prohibit the sale, delivery, purchase, or receipt of jewelry or parts thereof which are finished and complete except for the addition of stones or other finished

parts or which are finished and complete except for buffing or polishing.

(e) Commencing April 1, 1951, and except as permitted by paragraphs (b) and (c) of this section, no person may use in the manufacture of any article, or any component part thereof, a greater quantity of platinum, or an alloy containing a greater percentage of platinum, than is necessary for functional or operational purposes.

(f) The prohibitions of this section apply notwithstanding the provisions of NPA Reg. 2 with respect to the filling of rated orders.

(g) The provisions of paragraph (a) of this section shall not apply to any delivery of platinum to the General Services Administration for the stockpile of strategic materials.

SEC. 4. Restrictions on sale or accumulation of scrap. (a) No processor shall purchase or accept delivery of any platinum if he owns or has in his possession more than a 30-day accumulation of scrap, exclusive of sweepings, unless such accumulation aggregates less than 25 ounces, platinum content, or unless it is in the process of being refined: *Provided, however* That a processor who refines his own scrap may purchase or accept delivery of platinum if he owns or has in his possession not more than a 60-day accumulation of scrap.

(b) No person shall sell or deliver scrap except to a distributor, a dealer, or a refiner: *Provided, however*, That dental scrap may be sold to a person who produces or sells dental alloys.

SEC. 5. Restrictions on inventory accumulations. (a) No processor or consumer shall purchase or accept delivery of platinum in the form of raw materials, semiprocessed materials, subassemblies, finished parts, or finished products if the total platinum content of his inventory in all forms, including finished parts and products but excluding scrap in the process of being refined, is, or by such receipt would become, in excess of the quantity of platinum contained in the final products required to meet his deliveries or supply his services on the basis of his scheduled method and rate of operation during the succeeding 60-day period, or in excess of a "practicable minimum working inventory" as defined in NPA Reg. 1, whichever is less.

(b) Except as otherwise provided by this section, NPA Reg. 1, and particularly section 10 thereof entitled "Imported Materials," will apply to platinum.

(c) This order does not require the disposal of excess inventory already on hand, but such excess inventory may be subject to requisition as provided by section 201 (a) of Title II of the Defense Production Act of 1950, as amended.

SEC. 6. Records and reports. (a) Each person participating in any transaction covered by this order shall make and preserve, for at least 3 years thereafter, accurate and complete records of receipts, deliveries, inventories, production, and use, in sufficient detail to permit the determination, after audit, whether each transaction complies with the provisions of this order. This order

does not specify any particular accounting method and does not require alteration of the system of records customarily used, provided such records supply an adequate basis for audit. Records may be retained in the form of microfilm or other photographic copies instead of the originals by those persons who, at the time such microfilm or other photographic records are made, maintain such copies of records in the regular and usual course of business.

(b) All records required by this order shall be made available for inspection and audit by duly authorized representatives of the National Production Authority, at the usual place of business where maintained.

(c) Persons subject to this order shall make such records and submit such reports to the National Production Authority as it shall require, subject to the terms of the Federal Reports Act of 1942 (5 U. S. C. 139-139F)

SEC. 7. Request for adjustment or exception. Any person affected by any provision of this order may file a request for adjustment or exception upon the ground that such provision works an undue or exceptional hardship upon him not suffered generally by others in the same trade or industry, or that its enforcement against him would not be in the interest of the national defense or in the public interest. In examining requests for adjustment or exception claiming that the public interest is prejudiced by the application of any provision of this order, consideration will be given to the requirements of the public health and safety, civilian defense, and dislocation of labor and resulting unemployment that would impair the defense program. Each request shall be in writing, by letter in triplicate, and shall set forth all pertinent facts, the nature of the relief sought, and the justification therefor.

SEC. 8. Communications. All communications concerning this order shall be addressed to the National Production Authority, Washington 25, D. C. Ref: M-54.

SEC. 9. Violations. Any person who willfully violates any provision of this order, or any other order or regulation of NPA, or who willfully furnishes false information or conceals any material fact in the course of operation under this order, is guilty of a crime and upon conviction may be punished by fine or imprisonment or both. In addition, administrative action may be taken against any such person to suspend his privilege of making or receiving further deliveries of materials or using facilities under priority or allocation control and to deprive him of further priorities assistance.

NOTE: All reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This order as amended shall take effect March 3, 1953.

NATIONAL PRODUCTION
AUTHORITY,
By GEORGE W. AUXIER,
Executive Secretary.

LIST A OF NPA ORDER M-54

(See section 3)

Jewelry, including but not limited to:

- Badges.
- Bracelets.
- Brooches.
- Buckles.
- Buttons.
- Chains.
- Combs.
- Cuff links.
- Earrings.
- Hair and head ornaments.
- Insignia.
- Medallions and other objects of personal adornment.
- Pendants.
- Rings.
- Studs.
- Watch cases.
- Miscellaneous:
- Bookbinding.
- Candlesticks.
- Cigarette cases.
- Electroplating (except for functional purposes).
- Flatware.
- Hardware.
- Leather goods.
- Lettering.
- Lighter cases.
- Medals, trophies, and objects of art.
- Metalized glass and ceramic ware.
- Musical instruments.
- Optical frames.
- Pencils.
- Pens (except pen point tips).
- Picture frames.
- Sign painting.
- Tableware.
- Toilet sets.
- Decorative and ornamental uses, not elsewhere specified.

[F. R. Doc. 53-2058; Filed, Mar. 3, 1953; 11:36 a. m.]

TITLE 46—SHIPPING

Chapter II—Federal Maritime Board, Maritime Administration, Department of Commerce

Subchapter G—Emergency Operations
[Gen. Order 75, Supp. 1]

PART 308—WAR RISK INSURANCE

SUBPART E—WAR RISK BUILDER'S RISK INSURANCE

The Secretary of Commerce, pursuant to the provisions of section 1202 (a) of the Merchant Marine Act, 1936, as amended, Public Law 763, 81st Congress, made a finding on December 30, 1952, that war risk insurance to cover American vessels, as defined in Title XII of said act, under construction in shipyards in the United States adequate for the needs of the water-borne commerce of the United States cannot be obtained on reasonable terms and conditions from companies authorized to do an insurance business in a State of the United States.

The Maritime Administrator is prepared to provide war risk insurance on American vessels under construction in shipyards in the United States and the following rules and regulations for the underwriting of such insurance are promulgated:

Now, therefore, General Order 75, published in the FEDERAL REGISTER, issue of September 16, 1952 (17 F. R. 8295) is

amended by adding thereto Subpart E—War Risk Builder's Risk Insurance, reading as follows:

SUBPART E—WAR RISK BUILDER'S RISK INSURANCE

- Sec.
- 308.400 Eligibility of a vessel for insurance.
 - 308.401 Periods during which a vessel under construction may be insured.
 - 308.402 Amounts for which a vessel will be insured.
 - 308.403 Application for insurance.
 - 308.404 Form of application.
 - 308.405 Issuance of policies; their terms and conditions.
 - 308.406 Premiums and the payment thereof.
 - 308.407 Right of Maritime Administrator to change rate of premium.
 - 308.408 Standard form of War Risk Builder's Risk Insurance policy.
 - 308.409 Reporting casualties and filing claims.

AUTHORITY: §§ 308.400 to 308.409 issued under sec. 204, 49 Stat. 1987, as amended, sec. 1209, 64 Stat. 775; 46 U. S. C. 1114, 46 U. S. C. Sup. 1289.

SUBPART E—WAR RISK BUILDER'S RISK INSURANCE

§ 308.400 *Eligibility of a vessel for insurance.* A vessel is eligible for insurance if it is an American vessel as defined in section 1201 (a) Public Law 763, 81st Congress, being constructed in a shipyard within the continental limits of the United States.

§ 308.401 *Periods during which a vessel under construction may be insured—*(a) *Prelaunching period.* This period is from the date and time the first material destined for inclusion as part of the vessel becomes a risk at the shipyard of the builder to the date and time the vessel first becomes water-borne after launching.

(b) *Post-launching period.* This period is from the date and time the vessel first becomes water-borne after launching to the date and time of delivery of the vessel by the builder.

(c) *Portions of periods.* A vessel may be insured for a portion of either period as cited in paragraph (a) or paragraph (b) of this section at the sole discretion of the Maritime Administrator.

§ 308.402 *Amounts for which a vessel will be insured—*(a) *Pre-launching period.* The amount insured during this period will be the cost of material destined for inclusion as a part of the vessel, at risk at the shipyard of the builder plus the cost of labor, other direct charges, overhead, and profit of not exceeding 10 percent, all as determined from the builder's records.

(b) *Post-launching period.* The amount insured during this period will be (1) an amount not in excess of the difference in amount between the total amount of war risk insurance obtainable from companies authorized to do an insurance business in a State of the United States and the contract price of the vessel plus the cost of materials and equipment furnished by the owner and not included in such contract price, or (2) an amount not in excess of the contract price of the vessel plus the cost of materials and equipment furnished by the owner and not included in the contract price: *Provided, That no war risk in-*

surance is obtainable from companies authorized to do an insurance business in a State of the United States.

(c) *Maximum liability.* The amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not exceed the lower of (1) the amount insured or (2) the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress, and any other applicable acts of Congress: *Provided, That the amount payable under paragraph (b) of this section shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable acts of Congress: And provided further That in no event shall the amount of such liability to an insured owner exceed the value of the vessel as determined in accordance with section 802, Merchant Marine Act, 1936, as amended, if the vessel is being built with the aid of a construction-differential subsidy.*

§ 308.403 *Application for insurance.* Application for insurance shall be made to the Chief, Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D. C. The applications shall be signed by all parties to be named as assureds, unless they have filed with the Chief, Division of Insurance written designations of a broker or brokers to act for them, in which case the applications may be signed by such broker or brokers.

§ 308.404 *Form of application.* Applications submitted shall be in duplicate and in accordance with the following form. Separate applications shall be submitted for each of the coverages, paragraphs (a), and (b) (1) and (2) referred to in § 308.402.

Form MA-282 (12-52)

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
MARITIME ADMINISTRATION

Application for War Risk Builder's Risk Insurance

Application is made for War Risk Builder's Risk Insurance pursuant to Public Law 763, 81st Congress, and in accordance with all provisions of law and subject to all limitations thereof:

Assured to be _____
Loss, if any, payable to _____

_____ or order.
On Hull, Tackle, Apparel, Ordnance, Munitions, Artillery, Engines, Bollers, Machinery, Appurtenances, etc. (including plans, patterns, moulds, etc.). Boats and other furniture and fixtures and all material belonging and destined for _____

building at _____

Indicate whether application is for coverage (a), (b) (1) or (b) (2). Coverage _____

Coverage (a). Pre-launching Period

Amount to be insured; the valuation at risk at the shipyard of the builder during the currency of the insurance for which application is made, which shall be the cost of materials plus the cost of labor, other direct charges, overhead, and profit of not exceeding 10 percent, all as determined from the Assured's records and reported monthly.

To attach as of the date and time the first material destined for inclusion as a part of

the vessel becomes at risk at the shipyard of the builder and to expire as of the date and time the vessel first becomes water-borne after launching. Both dates and times will be reported to the Underwriter as soon as known to the Assured.

Coverage (b) (1). Post-launching Period, Excess

Amount to be insured \$..... on an excess of loss basis, being the excess of \$..... primary war risk insurance, which it is represented is the maximum amount of war risk insurance obtainable from companies authorized to do an insurance business in a State of the United States.

The vessel is to be valued at \$....., being the contract price of \$..... plus \$..... for materials and equipment furnished by the owner and not included in the contract price, it being understood that if no amount has been stated for such materials and equipment same will not be insured. To attach as of the date and time the vessel first becomes water-borne after launching and to expire as of the date and time of delivery of the vessel by the builder. Both dates and times will be reported to the Underwriter as soon as known to the Assured.

Coverage (b) (2). Post-launching Period, Primary

Amount to be insured \$....., it being represented that no war risk insurance is obtainable from companies authorized to do an insurance business in a State of the United States.

The vessel is to be valued at \$....., being the contract price of \$..... plus \$..... for materials and equipment furnished by the owner and not included in the contract price, it being understood that if no amount has been stated for such materials and equipment same will not be insured.

To attach as of the date and time the vessel first becomes water-borne after launching and to expire as of date and time of delivery of the vessel by the builder. Both dates and times will be reported to the Underwriter as soon as known to the Assured.

It is further understood that the amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not exceed the lower of (a) the amount insured or (b) the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress, and any other applicable Acts of Congress, provided that the amount payable under (b) hereof shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable Acts of Congress, and provided further that in no event shall the amount of such liability to an insured owner exceed the value of the vessel as determined in accordance with Section 802, Merchant Marine Act 1936, as amended, if the vessel is being built with the aid of a construction-differential subsidy.

Terms and conditions: Subject to form of policy prescribed by the Maritime Administrator, acting for the Secretary of Commerce.

Rates of premium to be fixed by the Maritime Administrator, acting for the Secretary of Commerce.

Policy to be sent to:

Name

Address

Dated 195...

Applicant

By

(Authorized signature)

§ 308.405 Issuance of policies; their terms and conditions. Upon acceptance of an application a policy in the form set forth in § 308.408 will be issued with

endorsements MA-283 (A) and MA-283 (D) or MA-283 (B) and MA-283 (D) or MA-283 (C) and MA-283 (D) as appropriate, attached.

§ 308.406 Premiums and the payment thereof. For the prelaunching period premium will be charged on the average value at risk during each calendar month or the daily pro rata part thereof for periods of less than one calendar month. For the post-launching period premium will be charged on the amount insured for the full period. Premiums shall be due and payable within thirty days after receipt by the assured of notice of the amount thereof and if not paid within that period the insurance shall become null and void and of no effect from the beginning of the period for which the premium charge is made unless the Maritime Administrator agrees otherwise. Payment shall be made to the Maritime Administration, Department of Commerce, Washington 25, D. C., by check payable to the order of the Treasurer of the United States.

§ 308.407 Right of Maritime Administrator to change rate of premium. The Maritime Administrator acting for the Secretary of Commerce shall have the right to change the rate of premium at any time, and unless the revised rate of premium is accepted in writing by the Assured within fifteen days after receipt by the Assured of notice of the revised rate the policy shall become null and void and of no effect as of midnight, standard time, at the location of the shipyard on the fifteenth day after receipt of said notice. Premium at the revised rate shall be payable for the fifteen day period during which the insurance remained in force unless the Assured, within such period, dispatches notice to the Maritime Administrator by telegraph of his refusal to accept such revised rate of premium, in which event premium at the revised rate shall be payable for that portion of the fifteen day period prior to dispatch of such notice. Upon the dispatch of such notice of non-acceptance the insurance shall ipso facto terminate.

§ 308.408 Standard form of War Risk Builder's Risk Insurance Policy. The following is the standard form of War Risk Builder's Risk Insurance policy.

Form MA-283 (12-52)

Policy No. WRBR

UNITED STATES OF AMERICA

Represented by the Maritime Administrator, acting for the Secretary of Commerce (sometimes hereinafter called the Underwriter) by this policy of insurance, in accordance with applicable provisions of law and subject to all limitations thereof, does make insurance and cause to be insured

..... for account of themselves to the amount of dollars for the period of time commencing the day of 19..... time and ending the day of 19..... time or until delivery at

..... if delivered at an earlier date. In the event of delivery not being effected by the date last above-mentioned, this policy may be extended at additional premium to be fixed by the Maritime Administrator pro-

vided notice of the extension be given to the Maritime Administrator prior to that date. In no case shall this insurance extend beyond delivery of the vessel. Loss, if any, payable in funds current in the United States to or order.

On Hull, Tackle, Apparel, Ordnance, Munitions, Artillery, Engines, Bollors, Machinery, Appurtenances, etc. (including plans, patterns, moulds, etc.) Boats and other Furniture and Fixtures and all material belonging and destined for building at as per clauses hereinbelow specified.

The Underwriter to be paid in consideration of this insurance dollars being at the rate of percent.

The said vessel, etc., including all materials and/or appliances therefor, for so much as concerns the Assured and the Underwriter, is and shall be valued at \$..... (being the contract price of \$..... and \$..... for materials and equipment furnished by the Owner and not included in the contract price), which shall be deemed the insured value of the vessel for the purposes of this insurance. If no amount is stated for materials and equipment furnished by the Owner the Underwriter shall have no liability for loss of or damage thereto.

In the event of loss, the Underwriter shall not be liable for a greater proportion thereof than the amount of this insurance bears to the insured value.

Touching the Adventures and Perils which the said Underwriter is contented to bear and take upon itself they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what nation, condition or quality soever, Barratry of the Master and Mariners, and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the said Vessel, &c., or any part thereof; excepting, however, such of the foregoing Perils as may be excluded by provisions elsewhere in the Policy, or by endorsement. And in case of any loss or misfortune it shall be lawful for the Assured, their factors, servants and assigns, to sue, labor and travel for, in, and about the defense, safeguard and recovery of the said ship, &c., or any part thereof, without prejudice to this insurance; to the charges whereof the said Underwriter will contribute according to the rate and quantity of the sum herein Assured. And it is expressly declared and agreed that no acts of the insurer or insured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment. With leave to sail with or without pilots, to tow and be towed, and to assist vessels and/or craft in all situations and to any extent, and to go on trial trips. With liberty to discharge, exchange and take on board goods, specie, passengers, and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, &c., on deck or otherwise, but warranted free of any claim in respect of deck cargo. Including all risks of docking, undocking, changing docks, or moving in harbour and going on or off gridiron slipways, graving docks and/or pontoon or dry docks as often as may be done during the currency of this Policy. Unless physically deleted by the Underwriter, the following warranty shall be paramount and shall supersede and nullify any contrary provision of the Policy:

F. C. & S. CLAUSE

Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detain-

ment, or the consequences thereof or of any attempt thereat, or any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic fission or radioactive force. Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

CLAUSES FOR BUILDERS' RISK

This Insurance is also to cover all risks, including fire, while under construction and/or fitting out, including materials in buildings, workshops, yards and docks of the Assured, or on quays, pontoons, craft, &c., and all risk while in transit to and from the works and/or the vessel wherever she may be lying, also all risks of loss or damage through collapse of supports or ways from any cause whatever, and all risks of launching and breakage of the ways.

This Insurance is also to cover all risks of trial trips, loaded or otherwise, as often as required, and all risks whilst proceeding to and returning from the trial course but warranted that all trials shall be carried out within a distance by water of 100 nautical miles of the place of construction or held covered at a rate to be arranged.

With leave to proceed to and from any wet or dry docks, harbours, ways, cradles, and pontoons during the currency of this policy.

With leave to fire guns and torpedoes but no claim to attach hereto for loss or damage to same or to ship or machinery unless the accident results in the total loss of the Vessel. In case of failure of launch, underwriters to bear all subsequent expenses incurred in completing launch.

Average payable irrespective of percentage, and without deduction of one-third, whether the Average be particular or general.

General Average and Salvage charges as per foreign custom, payable as per foreign statement, and/or per York-Antwerp rules, if required; and in the event of Salvage, towage, or other assistance being rendered to the Vessel hereby insured by any Vessel belonging in part or in whole to the same owners, it is hereby agreed that the value of such services (without regard to the common ownership of the Vessels) shall be ascertained by arbitration in the manner hereinafter provided for under "Collision Clause," and the amount so awarded, so far as applicable to the interest hereby insured, shall constitute a charge under this policy.

In the event of deviation to be held covered at an additional premium to be hereafter arranged.

To cover while building all damage to hull, machinery, apparel, or furniture, caused by settling of the stocks, or failure or breakage of shores, blocking or staging, or of hoisting or other gear, either before or after launching and while fitting out.

It is agreed that any changes of interest in the steamer hereby insured shall terminate the insurance provided by this policy, unless the Maritime Administrator agrees otherwise. And it is expressly declared and agreed that no acts of the Insurer or Insured, in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

This Insurance also specially to cover loss of or damage to the hull or machinery, through negligence of Master, Mariners, Engineers or pilots, or through explosions, bursting of boilers, breakage of shafts, or through any latent defect in the Machinery, or Hull, or from explosions or other causes, arising either on shore or otherwise, causing loss of or injury to the property hereby insured, provided such loss or damage has not resulted from want of due diligence by the Owners of the ship or any of them, or by the Manager, and to cover all risks incidental to steam navigation, or in graving docks.

There shall be no recovery for a constructive total loss under this policy unless the expense of recovering the vessel and restoring her to the condition she was in prior to the loss would exceed her value in that condition, which value shall be determined by applying to the completed contract price, plus the cost of materials and equipment furnished by the Owner and not included in the contract price, if insured hereunder, the percentage of the vessel which was completed on the ways, while being launched or after launching as the case may be at the time of the loss; and no claim for a constructive total loss hereunder shall exceed this policy's proportion of the value so computed, plus this policy's proportion of any damage to material insured hereunder and not yet installed in the vessel, plus any salvage and special charges, and sue and labor expenses.

Nothing in this policy shall be construed to insure against or cover any loss, damage or expense in connection with docks, shipways, tools or any other property of the shipyard not intended to be incorporated in the vessel, excepting temporary supports, scaffolding and similar temporary structures the value of which is included in the contract price of the vessel; provided, nevertheless, that in case of failure of launch, underwriters shall bear all subsequent expenses incurred in completing launch.

COLLISION CLAUSE

And it is further agreed that if the Ship hereby insured shall come into collision with any other Ship or Vessel, and the Assured shall in consequence thereof become liable to pay, and shall pay by way of damages to any other person or persons any sum or sums not exceeding in respect of any one such collision the value of the Ship hereby Insured, the Assurer, will pay the Assured such proportion of such sum or sums so paid as its subscription thereto bears to the completed contract price of the Ship hereby Insured, plus the cost of materials and equipment furnished by the Owner and not included in the contract price, if insured hereunder, and in cases where the liability of the Ship has been contested with the consent, in writing, of a majority of the underwriters on the hull and/or machinery (in amount), it will also pay a like proportion of the costs thereby incurred or paid; but when both Vessels are to blame, then, unless the liability of the owners of one or both of such Vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of cross liabilities, as if the owners of such Vessels had been compelled to pay to the owners of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the

Assured in consequence of such collision. And it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same owners, all questions of responsibility and amount of liability as between the two Ships being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the managing owners of both Vessels, and one to be appointed by the majority in amount of underwriters interested in each Vessel; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference. The terms of the Arbitration Act of 1833 to apply to such reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding.

This clause shall also extend to any sum which the Assured may become liable to pay, or shall pay for removal of obstructions under statutory powers, or for injury to harbours, wharves, piers, stages, and similar structures.

PROTECTION AND INDEMNITY CLAUSE

It is further agreed that if the Assured shall by reason of his interest in the insured Ship become liable to pay and shall pay any sum or sums in respect of any responsibility, claim, demand, damages, and/or expenses arising from or occasioned by any of the following matters or things during the currency of this policy, that is to say:

Loss of or damage to any other ship or boat or goods, merchandise, freight, or other things or interests, whatsoever on board such other ship or boat caused proximately or otherwise by the ship insured in so far as the same is not covered by the running down clause set out above. Loss of or damage to any goods, merchandise, freight or other things or interest, whatsoever other than as aforesaid whether on board the said Steamship or not, which may arise from any cause whatever.

Loss of or damage to any harbour, dock (graving or otherwise), slipway, way, grid-iron, pontoon, pier, quay, jetty, stage, buoy, telegraph cable, or other fixed or movable thing whatsoever, or to any goods or property in or on the same, howsoever caused.

Any attempted or actual raising, removal or destruction of the wreck of the insured ship or the cargo thereof, or any neglect or failure to raise, remove, or destroy the same. Any sum or sums for which the Assured may become liable or incur from causes not hereinbefore specified, that are absolutely or conditionally recoverable under the printed forms of Protection and Indemnity policy commonly issued by stock insurance companies in the United States, but excluding loss of life and personal injury.

The Assurer will pay the Assured such proportion of such sum or sums so paid, or, which may be required to indemnify the Assured for such loss, as its subscription bears to the completed contract price of the ship hereby insured, plus the cost of materials and equipment furnished by the Owner and not included in the contract price, if insured hereunder, and where the liability of the Assured has been contested with the consent in writing of a majority (in amount) of the Underwriters on the ship hereby insured, the Assurer will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

Notwithstanding the foregoing, this policy is:

(A) Warranted free from any claim arising directly or indirectly under Workmen's Compensation or Employers Liability Acts and any other Statutory or Common Law liability in respect of accidents to any person or persons whomsoever.

(B) Warranted free of loss or damage caused by strikers, locked-out workmen or persons taking part in labor disturbances or riots or civil commotions.

(C) Warranted free of loss or damage caused by earthquake.

(D) Warranted free of any consequential damages or claims for loss through delay however caused.

(E) Warranted free from claim for loss or damage to engines, boilers and all other materials while in transport, except in the port at which the vessel is being built.

This policy shall not be vitiated by any unintentional error in description of interest or voyage, provided the same be communicated to Assurer as soon as known to the Assured, and an additional premium paid if required.

The words "Owner" and "Assured" as used in this policy shall be interpreted to mean either "Builder" or "Owner" or both.

In witness whereof, the Maritime Administrator, acting for the Secretary of Commerce, has signed this policy, but it shall not be valid unless countersigned by or on behalf of the Chief, Division of Insurance, Maritime Administration.

Countersigned at Washington, D. C., this _____ day of 195_____.

UNITED STATES OF AMERICA,
By Maritime Administrator, acting
for the Secretary of Commerce.

Maritime Administrator.

By

Chief, Division of Insurance.

Form MA-283 (A) (12-52)

CLAUSES FOR BUILDER'S RISK

(Pre-launching Period)

Endorsement attached to and made a part of Policy WRBR _____ issued to _____

The terms and conditions as set forth below shall supersede and nullify the clauses of the policy insofar as such clauses are inconsistent with the clauses set forth below:

1. The amount insured hereunder shall be the valuation at risk at the shipyard of the builder during the currency of this insurance, which shall be the cost of materials plus the cost of labor, other direct charges, overhead, and profit of not exceeding 10 percent, all as determined from the Assured's records but the amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not exceed the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress, and any other applicable Acts of Congress, provided that the amount payable hereunder shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable Acts of Congress, and provided further that in no event shall the amount of such liability to an insured owner exceed the value of the vessel as determined in accordance with section 802, Merchant Marine Act, 1936, as amended, if the vessel is being built with the aid of a construction-differential subsidy.

2. The Assured agrees to report to the Underwriter 100% of the valuation at risk and to pay premium on the amount reported.

3. The valuation at risk (as defined above) shall be reported to the Underwriter as follows:

(a) Valuation at risk at the inception of this insurance to be declared as soon as practicable.

(b) Valuation at risk as of the end of each calendar month thereafter to be declared not later than 15 days immediately following.

4. Premium shall be payable monthly at the rate of _____ percent per month. Premium for periods of less than one month shall be payable at the daily pro rata of the monthly rate. The premium for each month or part thereof shall be computed on the average of the last two successive reports. Premium shall be payable thirty days after receipt by the Assured of notice of the amount thereof and payment shall be made by check payable to the order of the Treasurer of the United States.

5. Attaching as of the date and time the first material destined for inclusion as a part of the vessel becomes at risk at the shipyard of the builder and expiring as of the date and time the vessel first becomes water-borne after launching. Both dates and times shall be reported to the Underwriter as soon as known to the Assured.

6. The Underwriter shall have the right to change the rate of premium for this insurance at any time. Unless the revised rate of premium is accepted in writing by the Assured within fifteen days after receipt by the Assured of notice of the revised rate, this policy shall thereupon become null and void and of no effect as of Midnight, Standard Time at the location of the shipyard on the fifteenth day after receipt of said notice. Premium at the revised rate shall be payable for the fifteen-day period during which this insurance remained in force unless the Assured, within such period, dispatches notice to the Maritime Administrator, by telegraph of his refusal to accept such revised rate of premium, in which event premium at the revised rate shall be payable for that portion of the fifteen-day period prior to dispatch of such notice. Upon the dispatch of such notice of non-acceptance, the insurance provided hereunder shall ipso facto terminate.

7. Warranted that for and during the term of this policy the vessel is an American vessel as defined in Sec. 1201 (a), Public Law 763, 81st Congress, and if at any time during that term the vessel ceases to be an American vessel as defined in the Act or is requisitioned by the Government of the United States, this policy shall automatically terminate at the time of such change or requisition and daily pro-rata premium shall be payable to the date of termination.

8. In the event any premium, either original or additional, which becomes due and payable under any of the provisions of this endorsement or the policy to which it is attached is not paid within thirty days after receipt by the Assured of notice of the amount thereof this insurance shall, notwithstanding any other provision for cancellation, become null and void and of no effect as of the commencement of the period for which the premium charge is made unless the Maritime Administrator agrees otherwise.

9. Warranted, no cancellation except by mutual consent except as provided in Paragraphs 6, 7 and 8 above.

Form MA-283 (B) (12-52)

CLAUSES FOR BUILDER'S RISK

(Post-launching Period—Excess)

Endorsement attached to and made a part of Policy WRBR _____ issued to _____

The terms and conditions as set forth below shall supersede and nullify the clauses of the policy insofar as such clauses are inconsistent with the clauses set forth below:

1. The amount insured hereunder is \$_____, being the excess of \$_____ primary insurance and this insurance to pay only that part of any loss, damage or expense covered hereunder which is in excess of the amount payable under the primary insurance but the amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not exceed the lower of (a) the amount insured hereunder or (b)

the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress, and any other applicable Acts of Congress, provided that the amount payable under (b) hereof shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable Acts of Congress, and provided further that in no event shall the amount of such liability to an insured owner exceed the value of the vessel as determined in accordance with Section 802, Merchant Marine Act, 1936, as amended, if the vessel is being built with the aid of a construction-differential subsidy.

2. In the event the primary insurance is cancelled through the operation of any automatic termination clause applicable thereto, the amount insured under the policy to which this endorsement is attached shall, at an additional premium to be fixed by the Maritime Administrator, be automatically increased by the amount of the primary insurance and thereupon insurance under the policy shall become primary insurance and Paragraph 1 of this endorsement shall be deemed to be deleted herefrom and Paragraph 1 of endorsement Form MA-283(O) substituted therefor, all other terms and conditions to remain the same.

3. Whereas the value stated herein is provisional and is based upon the estimated contract price, the parties to this insurance agree that the full value of the subject matter of this insurance, to be ascertained in accordance with the completed contract, shall be the basis of this insurance. Should the value for insurance, determined as above—

(I) Exceed the value stated herein, the Assured agrees to declare to the Underwriter the amount of such excess and to pay premium thereon at the full policy rate, and the Underwriter agrees to accept its proportionate share of the increase, or

(II) Be less than the value stated herein, the sum insured by this policy shall be reduced proportionately and the Underwriter agrees to return premium, at the full policy rate, on the amount by which its line is reduced.

4. Premium shall be payable at the rate of _____ percent. In the event of cancellation of insurance hereunder by reason of early delivery of the vessel to return monthly pro-rata premium for each uncommenced month. Premium shall be payable thirty days after receipt by the Assured of notice of the amount thereof and payment shall be made by check payable to the order of the Treasurer of the United States.

5. Attaching as of the date and time the vessel first becomes water-borne after launching and expiring as of the date and time the vessel is delivered by the builder. Both dates and times shall be reported to the Underwriter as soon as known to the Assured.

6. The Underwriter shall have the right to change the rate of premium for this insurance at any time. Unless the revised rate of premium is accepted in writing by the Assured within fifteen days after receipt by the Assured of notice of the revised rate, this policy shall thereupon become null and void and of no effect as of Midnight, Standard Time at the location of the shipyard on the fifteenth day after receipt of said notice. Premium at the revised rate shall be payable for the fifteen-day period during which this insurance remained in force unless the Assured, within such period, dispatches notice to the Maritime Administrator, by telegraph of his refusal to accept such revised premium rate, in which event premium at the revised rate shall be payable for that portion of the fifteen-day period prior to dispatch of such notice. Upon the dispatch of such notice of non-acceptance, the insurance provided hereunder shall ipso facto terminate.

7. Warranted that for and during the term of this policy the vessel is an American vessel as defined in Sec. 1201 (a), Public Law 763, 81st Congress, and if at any time during that term the vessel ceases to be an American vessel as defined in the Act or is requisitioned by the Government of the United States, this policy shall automatically terminate at the time of such change or requisition and daily pro-rata return of premium shall be made.

8. Trial trips held covered at a rate to be fixed by the Maritime Administrator.

9. In the event any premium, either original or additional, which becomes due and payable under any of the provisions of this endorsement or the policy to which it is attached is not paid within thirty days after receipt by the Assured of notice of the amount thereof this insurance shall, notwithstanding any other provision for cancellation, become null and void and of no effect as of the commencement of the period for which the premium charge is made unless the Maritime Administrator agrees otherwise.

10. Warranted, no cancellation except by mutual consent except as provided in Paragraphs 6, 7 and 9 above.

Form MA-283 (C) (12-52)

CLAUSES FOR BUILDER'S RISK

(Post-launching Period—Primary)

Endorsement attached to and made a part of Policy WRBR ----- issued to -----

The terms and conditions as set forth below shall supersede and nullify the clauses of the policy insofar as such clauses are inconsistent with the clauses set forth below:

1. The amount insured hereunder is \$----- but the amount of any claim for damage to or the total or constructive total loss of the vessel adjusted, compromised, settled, adjudged or paid shall not exceed the lower of (a) the amount insured hereunder or (b) the vessel's fair and reasonable value as determined in accordance with Public Law 763, 81st Congress, and any other applicable Acts of Congress, provided that the amount payable under (b) hereof shall not exceed the maximum sum which the Maritime Administrator, as underwriter, is authorized to pay under any applicable Acts of Congress, and provided further that in no event shall the amount of such liability to an insured owner exceed the value of the vessel as determined in accordance with Section 802, Merchant Marine Act, 1936, as amended, if the vessel is being built with the aid of a construction-differential subsidy.

2. Whereas the value stated herein is provisional and is based upon the estimated contract price, the parties to this insurance agree that the full value of the subject matter of this insurance, to be ascertained in accordance with the completed contract, shall be the basis of this insurance.

Should the value for insurance, determined as above—

(I) Exceed the value stated herein, the Assured agrees to declare to the Underwriter the amount of such excess and to pay premium thereon at the full policy rate, and the Underwriter agrees to accept its proportionate share of the increase, or

(II) Be less than the value stated herein, the sum insured by this policy shall be reduced proportionately and the Underwriter agrees to return premium, at the full policy rate, on the amount by which its line is reduced.

3. Premium shall be payable at the rate of ----- percent. In the event of cancellation of insurance hereunder by reason of early delivery of the vessel to return monthly pro-rata premium for each uncommenced month. Premium shall be payable thirty days after receipt by the Assured of notice of the amount thereof and payment shall be made by check payable to the order of the Treasurer of the United States.

No. 42—3

4. Attaching as of the date and time the vessel first becomes water-borne after launching and expiring as of the date and time the vessel is delivered by the builder. Both dates and times shall be reported to the Underwriter as soon as known to the Assured.

5. The Underwriter shall have the right to change the rate of premium for this insurance at any time. Unless the revised rate of premium is accepted in writing by the Assured within fifteen days after receipt by the Assured of notice of the revised rate, this policy shall thereupon become null and void and of no effect as of Midnight, Standard Time at the location of the shipyard on the fifteenth day after receipt of said notice. Premium at the revised rate shall be payable for the fifteen-day period during which this insurance remained in force unless the Assured, within such period, dispatches notice to the Maritime Administrator, by telegraph or his refusal to accept such revised premium rate, in which event premium at the revised rate shall be payable for that portion of the fifteen-day period prior to dispatch of such notice. Upon the dispatch of such notice of non-acceptance, the insurance provided hereunder shall ipso facto terminate.

6. Warranted that for and during the term of this policy the vessel is an American vessel as defined in section 1201 (a), Public Law 763, 81st Congress, and if at any time during that term the vessel ceases to be an American vessel as defined in the Act or is requisitioned by the Government of the United States, this policy shall automatically terminate at the time of such change or requisition and daily pro-rata return of premium shall be made.

7. Trial trips held covered at a rate to be fixed by the Maritime Administrator.

8. In the event any premium, either original or additional, which becomes due and payable under any of the provisions of this endorsement or the policy to which it is attached is not paid within thirty days after receipt by the Assured of notice of the amount thereof this insurance shall, notwithstanding any other provision for cancellation, become null and void and of no effect as of the commencement of the period for which the premium charge is made unless the Maritime Administrator agrees otherwise.

9. Warranted, no cancellation except by mutual consent except as provided in Paragraphs 5, 6 and 8 above.

Form MA-283 (D) (12-52)

UNITED STATES OF AMERICA

WAR RISK CLAUSES FOR BUILDER'S RISK

Endorsement attached to and made part of Policy WRBR ----- issued to -----
It is agreed that this insurance covers only

these risks which would be covered by the attached policy (including running down liability under the Collision Clause) in the absence of the F. C. & S. warranty contained therein but which are excluded by that warranty. This insurance is also subject, however, to the following warranties and additional clauses:

1. The Adventures and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not and/or military or naval aircraft and/or other engines of war including missiles from the land and weapons of war employing atomic fission or radioactive force and warlike operations and the application of sanctions under International agreements, whether before or after declaration of war and whether by a belligerent or otherwise, but excluding arrest, restraint or detention under customs or quarantine regulations, and similar arrests, restraints or detentions not arising from actual or impending hostilities or sanctions.

2. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

3. Warranted free from any claim for delay or demurrage and warranted not to abandon in case of capture, seizure or detention, until after condemnation of the property insured.

4. Warranted free from any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints or detentions, of kings, princes, or peoples.

5. Warranted free from any claim arising from capture, seizure, arrest, restraint, detention, preemption, confiscation or requisition by the Government of the United States.

§ 308.409 Reporting casualties and filing claims. Casualties shall be reported promptly to, and all claim documents filed with, the Chief, Division of Insurance, Maritime Administration, Department of Commerce, Washington 25, D. C.

Effective date. This Supplement 1 to General Order 75 shall be effective on the date of publication in the FEDERAL REGISTER.

Dated: February 27, 1953.

[SEAL]

A. W. GATOV,
Maritime Administrator

[F. R. Doc. 53-1983; Filed, Mar. 3, 1953; 8:51 a. m.]

NOTICES

DEPARTMENT OF COMMERCE

National Production Authority

[Suspension Order 39; Docket No. 27]

STAR FASTENER, INC., ET AL.

MODIFICATION

The respondents are Star Fastener, Inc., a New York corporation, and Arthur Lazarus, Henry Kaufmann, and Aaron Africk, individually, and as president, vice president, and treasurer, respectively, of said Star Fastener, Inc., all of 201 Front Street, Brooklyn, New York.

The proceeding here under consideration is an application of the respondents

filed with the office of the Chief Hearing Commissioner, February 17, 1953, under the provisions of paragraph (c) of section 5 of NPA Rules of Practice (17 F. R. 8156) to modify Suspension Order 39, Docket No. 27, entered October 17, 1952, at New York, N. Y., by NPA Hearing Commissioner Phillip E. Hoffman.

Robert H. Winn, Esquire, Assistant General Counsel of the National Production Authority, in connection with the foregoing matter, has moved that the aforesaid suspension order be modified to conform with the policy established by Direction 20 to CMP Regulation No. 1, dated February 16, 1953, and Direction

10 to Revised CMP Regulation No. 6, dated February 16, 1953.

The Deputy Chief Hearing Commissioner, being duly advised in the premises,

Hereby orders, pursuant to the above-cited provisions of paragraph (c) of section 5 of the NPA Rules of Practice, that the suspension order heretofore issued in this case on October 17, 1952, be so modified as to provide that the respondents herein, any provision in the suspension order notwithstanding, may acquire any controlled material which is acquired pursuant to the provisions of section 6 of said Direction 20 to CMP Regulation No. 1 or section 2 (a) of Direction 10 to Revised CMP Regulation No. 6, and

It is further ordered that the said suspension order be further modified so that the respondents herein may use or dispose of any controlled material so acquired, and the suspension order herein shall not be treated as effecting a prohibition by a regulation or order of the National Production Authority as referred to in section 7 of Direction 20 to CMP Regulation No. 1 as to any controlled material so acquired.

In all other respects the aforesaid Suspension Order 39 shall remain unmodified.

Issued this 19th day of February 1953 at Washington, D. C.

NATIONAL PRODUCTION
AUTHORITY,

By MORRIS R. BEVINGTON,
Deputy Chief Hearing Commissioner

[F. R. Doc. 53-2057; Filed, Mar. 3, 1953;
11:36 a. m.]

Office of the Secretary

INDUSTRY EVALUATION BOARD COMPOSITION AND FUNCTIONS

1. *Purpose.* The purpose of this notice is to define the composition and functions of the Industry Evaluation Board.

2. *Composition of Industry Evaluation Board.* The Industry Evaluation Board established within the Office of the Assistant Secretary of Commerce for Domestic Affairs shall consist of representatives of the Atomic Energy Commission, the Department of Defense, the Federal Civil Defense Administration, the Department of Interior, the Defense Production Administration and the Department of Commerce, who shall serve as advisers to the chairman in whom responsibilities of the Board are vested. A representative of the National Security Resources Board shall attend as an observer.

The Secretary of Commerce shall appoint the chairman of the Industry Evaluation Board and may, with the approval of the chairman of the National Security Resources Board, alter the composition of the Board.

3. *Functions of the Industry Evaluation Board.* The functions of the Industry Evaluation Board shall be those vested in the Secretary of Commerce by Executive Order 10421 dated December 31, 1952, namely, to establish from time

to time and transmit to the chairman of the National Security Resources Board security ratings of facilities, based on the relative importance thereof to defense mobilization, defense production, and essential civilian economy.

In carrying out its functions the Industry Evaluation Board shall consult with Federal agencies as may be appropriate.

4. *Duties and responsibilities of Staff Director.* There shall be a Staff Director who shall be responsible for providing the staff support and services to the Industry Evaluation Board for all its actions including:

(a) Obtaining data, from or through offices of the Department of Commerce or other Federal agencies, on plant locations, plant capacities, production, service industries, technical processes, production requirements, and such other similar information as may be required in making determinations of security ratings of facilities;

(b) Making basic analysis of the relative importance of facilities to defense mobilization, defense production and essential economy; and

(c) Providing the findings of such analysis whereupon the Board may establish security ratings of facilities.

5. *Accessibility of information.* The Industry Evaluation Board shall have access to information needed in the performance of its functions, available in or through any office of the Department of Commerce.

6. *Responsibilities of bureaus, offices and divisions of the Department of Commerce.* Each bureau, office and division of the Department of Commerce is responsible for expeditiously supplying the Industry Evaluation Board with industrial and economic information upon request by the Board.

7. *Effective date.* This notice is effective January 21, 1953.

[SEAL]

SINCLAIR WEEKS,
Secretary of Commerce.

[F. R. Doc. 53-1976; Filed, Mar. 3, 1953;
8:49 a. m.]

UNDER SECRETARY OF COMMERCE FOR TRANSPORTATION

The notices appearing at 16 F. R. 8189, 16 F. R. 10041, 16 F. R. 11974-5, and 17 F. R. 11353 are hereby revoked and the following substituted therefor:

1. *Purpose.* The purpose of this notice is to describe the duties and responsibilities of the Under Secretary of Commerce for Transportation.

2. *Authority.* Section 301 of Reorganization Plan No. 21 of 1950, effective May 24, 1950, provides:

There shall be in the Department of Commerce an additional office of Under Secretary with the title, "Under Secretary of Commerce for Transportation." The Under Secretary of Commerce for Transportation shall be appointed by the President, by and with the advice and consent of the Senate, shall receive compensation at the rate prescribed by law for Under Secretaries of Executive departments, and shall perform such duties as the Secretary of Commerce shall prescribe.

The duties and responsibilities of the Under Secretary of Commerce for Transportation described in this notice are assigned pursuant to the authority vested in the Secretary of Commerce by law, including authority under Reorganization Plans Nos. 5 and 21 of 1950.

3. *Duties and responsibilities.* (a) The Under Secretary of Commerce for Transportation shall:

(1) Serve as the principal adviser to the Secretary on all policy matters concerning transportation within the Department and on all matters concerning the transportation policies of the Government;

(2) Perform the functions and exercise the powers, authorities and discretions vested in the Secretary of Commerce relating to transportation, as delegated to the Under Secretary of Commerce for Transportation by this or any other notice; and

(3) Exercise direction and supervision of the Weather Bureau, Coast and Geodetic Survey, Inland Waterways Corporation, Bureau of Public Roads, Civil Aeronautics Administration, Maritime Administration, and in so far as authorized by law the Federal Maritime Board, through their respective heads.

(b) More specifically, but not by way of limitation, the Under Secretary of Commerce for Transportation shall:

(1) Exercise general policy guidance over all transportation activities in the Department and over all activities (whether relating to transportation or not) of the Weather Bureau, Coast and Geodetic Survey, Inland Waterways Corporation, Bureau of Public Roads, Civil Aeronautics Administration, Maritime Administration, and, insofar as authorized by law, the Federal Maritime Board;

(2) Establish and maintain program consistency among the several primary organization units under his supervision, particularly with respect to transportation and related activities;

(3) Carry out those responsibilities vested in the Secretary of Commerce relating to coordination of the transportation programs and policies of the Government, and especially as related to the mobilization program; and

(4) Initiate action before the transportation regulatory agencies when such action appears to be appropriate in order to effectuate overall transportation policies of the executive branch, and appear before regulatory boards or commissions at his discretion to present his views when matters affecting overall transportation policies or programs of the executive branch are under consideration, in collaboration with the General Counsel as to the legal aspects.

(c) The Under Secretary of Commerce for Transportation shall be the focal point within the Department for all interdepartmental coordination activities involving transportation matters and shall represent the Department on the Air Coordinating Committee and the National Advisory Committee for Aeronautics.

4. *Delegations of authority.* All the authority and program functions vested in the heads of the Weather Bureau, Coast and Geodetic Survey, Inland

Waterways Corporation, Maritime Administration, Federal Maritime Board, Bureau of Public Roads, and Civil Aeronautics Administration by Department Orders, including Department Order No. 115 (15 F. R. 3195, "Temporary Delegations of Authority under Reorganization Plan No. 5 of 1950") are hereby made subject to the supervision and coordination of the Under Secretary of Commerce for Transportation on behalf of the Secretary to be exercised through the bureau heads.

The Under Secretary of Commerce for Transportation shall perform the functions and exercise the powers, authority and discretion conferred on the Secretary of Commerce by Executive Orders 10161, 10200, 10219, as amended (and Office of Defense Mobilization (DPA) Delegation 1, as amended) and any further amendments or succeeding orders thereto, with respect to air transportation, and intercoastal, coastwise and overseas shipping, including the use thereof.

The Under Secretary of Commerce for Transportation also shall perform the functions and exercise the powers, authority and discretion vested directly in the Secretary of Commerce as a claimant under Office of Defense Mobilization (DPA) Order 1 of May 24, 1951, as amended, with respect to transportation programs, including related facilities, for which the Maritime Administration, the Bureau of Public Roads, the Civil Aeronautics Administration, and the Civil Aeronautics Board are responsible.

The Under Secretary of Commerce for Transportation shall perform the functions with respect to authorizing construction schedules of owners, the making of allotments, the assignment of ratings, the processing of applications for adjustment or exception, and all other authority with reference to CMP Regulation No. 6, as amended, described in paragraph 1 of National Production Authority Delegation No. 14, as amended October 3, 1952, and exercise the powers, authority and discretion vested in the Secretary of Commerce with reference to those functions as set forth in National Production Authority Delegation No. 14, as amended, but subject to all provisions and limitations of such authority contained in said delegation.

The delegation made to the Under Secretary of Commerce for Transportation in 16 F. R. 11511 with respect to providing war risk insurance to meet the needs of air commerce (Pub. Law 47, 82d Cong.) is continued.

5. *Organization of the Office of the Under Secretary of Commerce for Transportation.* In addition to the immediate Office of the Under Secretary for Transportation and his Deputy, the Office of the Under Secretary of Commerce for Transportation consists of the Office of Transportation established under 15 F. R. 8739-8740, and the Defense Air Transportation Administration established by 16 F. R. 11511. There is hereby continued the Transportation Council established by 15 F. R. 8739-8740, to serve in an advisory capacity to the Under Secretary of Commerce for Transportation.

6. *Effect on other notices.* The notices appearing at 16 F. R. 2553, 16 F. R. 6405, 16 F. R. 10042, and 16 F. R. 12911 are continued in effect until revoked or incorporated in future notices.

This notice shall not be construed to affect any authorities delegated to officers of the Department empowering them to take administrative, security, or legal action, or the functions of the General Counsel.

7. *Effective date.* This notice is effective February 13, 1953.

[SEAL] SINCLAIR WEEKS,
Secretary of Commerce.

[F. R. Doc. 53-1977; Filed, Mar. 3, 1953; 8:50 a. m.]

DEPARTMENT OF AGRICULTURE

Rural Electrification Administration

[Administrative Order 3920]

GEORGIA

LOAN ANNOUNCEMENT

JANUARY 5, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: Amount
Georgia 68 "G" Grady..... \$440,000

[SEAL] WM. C. WISE,
Acting Administrator.

[F. R. Doc. 53-1986; Filed, Mar. 3, 1953; 8:52 a. m.]

[Administrative Order 3921]

GEORGIA

LOAN ANNOUNCEMENT

JANUARY 6, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: Amount
Georgia 67 "X" Bacon..... \$385,000

[SEAL] WM. C. WISE,
Acting Administrator.

[F. R. Doc. 53-1987; Filed, Mar. 3, 1953; 8:52 a. m.]

[Administrative Order 3922]

MISSOURI

LOAN ANNOUNCEMENT

JANUARY 6, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the

Administrator of the Rural Electrification Administration:

Loan designation: Amount
Missouri 68 "H" Ste. Genevieve... \$250,000

[SEAL] WM. C. WISE,
Acting Administrator.

[F. R. Doc. 53-1988; Filed, Mar. 3, 1953; 8:52 a. m.]

[Administrative Order 3923]

SOUTH CAROLINA

LOAN ANNOUNCEMENT

JANUARY 6, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: Amount
South Carolina 32P Calhoun..... \$240,000

[SEAL] WM. C. WISE,
Acting Administrator.

[F. R. Doc. 53-1989; Filed, Mar. 3, 1953; 8:53 a. m.]

[Administrative Order 3924]

COLORADO

LOAN ANNOUNCEMENT

JANUARY 12, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: Amount
Colorado 33L Dolores..... \$795,000

[SEAL] WM. C. WISE,
Acting Administrator.

[F. R. Doc. 53-1990; Filed, Mar. 3, 1953; 8:53 a. m.]

[Administrative Order 3925]

NEBRASKA

LOAN ANNOUNCEMENT

JANUARY 12, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: Amount
Nebraska 66L Nebraska District
Public \$394,000

[SEAL] WM. C. WISE,
Acting Administrator.

[F. R. Doc. 53-1991; Filed, Mar. 3, 1953; 8:53 a. m.]

[Administrative Order 3926]

TEXAS

LOAN ANNOUNCEMENT

JANUARY 12, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: *Amount*
Texas 61 T Coleman----- \$80,000

[SEAL] Wm. C. WISE,
Acting Administrator

[F. R. Doc. 53-1992; Filed, Mar. 3, 1953;
8:53 a. m.]

[Administrative Order 3927]

NORTH DAKOTA

LOAN ANNOUNCEMENT

JANUARY 14, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: *Amount*
North Dakota 19 AB Grand
Forks----- \$500,000

[SEAL] CLAUDE R. WICKARD,
Administrator

[F. R. Doc. 53-1993; Filed, Mar. 3, 1953;
8:53 a. m.]

[Administrative Order T-251]

TEXAS

LOAN ANNOUNCEMENT

JANUARY 3, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: *Amount*
Medina Telephone Cooperative,
Inc., Texas 539-B----- \$127,000

[SEAL] CLAUDE R. WICKARD,
Administrator

[F. R. Doc. 53-1994; Filed, Mar. 3, 1953;
8:54 a. m.]

[Administrative Order T-252]

GEORGIA

LOAN ANNOUNCEMENT

JANUARY 12, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following

designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: *Amount*
Bulloch County Rural Telephone
Cooperative, Georgia 536-A----- \$453,000

[SEAL] Wm. C. WISE,
Acting Administrator.

[F. R. Doc. 53-1995; Filed, Mar. 3, 1953;
8:54 a. m.]

[Administrative Order T-253]

MICHIGAN

LOAN ANNOUNCEMENT

JANUARY 14, 1953.

Pursuant to the provisions of the Rural Electrification Act of 1936, as amended, a loan contract bearing the following designation has been signed on behalf of the Government acting through the Administrator of the Rural Electrification Administration:

Loan designation: *Amount*
Traverse Bays Telephone Co.,
Michigan 509-B----- \$440,000

[SEAL] CLAUDE R. WICKARD,
Administrator

[F. R. Doc. 53-1996; Filed, Mar. 3, 1953;
8:54 a. m.]

CIVIL AERONAUTICS BOARD

[Docket No. 5233 et al.]

TRANS-TEXAS RENEWAL CASE, SEGMENTS
2 AND 6

NOTICE OF ORAL ARGUMENT

In the matter of the renewal of the temporary certificate of public convenience and necessity for segments 2 and 6 of route No. 82 held by Trans-Texas Airways, Inc.

Notice is hereby given, pursuant to the provisions of the Civil Aeronautics Act of 1938, as amended, that oral argument in the above-entitled proceeding is assigned to be held on March 26, 1953, at 10:00 a. m., e. s. t., in Room 5042, Commerce Building, Constitution Avenue, between Fourteenth and Fifteenth Streets NW, Washington, D. C., before the Board.

Dated at Washington, D. C., February 27, 1953.

[SEAL] FRANCIS W. BROWN,
Chief Examiner

[F. R. Doc. 53-1981; Filed, Mar. 3, 1953;
8:50 a. m.]

FEDERAL POWER COMMISSION

[Docket No. E-6479]

LOWER VALLEY POWER AND LIGHT, INC.

NOTICE OF APPLICATION

FEBRUARY 26, 1953.

Take notice that on February 24, 1953, an application was filed with the Federal Power Commission, pursuant to sec-

tion 203 of the Federal Power Act, by Lower Valley Power and Light, Inc., a corporation organized under the laws of the State of Wyoming and doing business in the States of Idaho and Wyoming, with its principal business office at Freedom, Wyoming, seeking an order authorizing the purchase and acquisition of the entire properties and facilities presently owned and operated by the Star Valley Power & Light Company, a Wyoming corporation with its principal business office at Afton, Wyoming. The consideration for the properties to be acquired is stated in the application to be \$285,000 subject to certain adjustments. After the acquisition of the properties and facilities by applicant, the Star Valley Power & Light Company will be dissolved and will cease to do business in Wyoming; all as more fully appears in the application on file with the Commission.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 18th day of March 1953, file with the Federal Power Commission, Washington 25, D. C., a petition or protest in accordance with the Commission's rules of practice and procedure. The application is on file with the Commission for public inspection.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 53-1961; Filed, Mar. 3, 1953;
8:46 a. m.]

[Docket No. G-805]

TENNESSEE GAS TRANSMISSION CO.

NOTICE OF PETITION

FEBRUARY 26, 1953.

Take notice that on January 30, 1953, Tennessee Gas Transmission Company (Applicant) a Delaware corporation having its principal office in Houston, Texas, filed a petition pursuant to section 16 of the Natural Gas Act, to amend an order of the Commission issued February 14, 1947, granting a certificate of public convenience and necessity to Applicant.

Applicant proposes to increase the maximum daily quantity of natural gas sold under the terms of a gas sales contract dated August 1, 1949, with the Lobelville Gas Company, from 200 Mcf daily to 250 Mcf daily, in accordance with a Precedent Agreement dated October 2, 1952.

Protests or petitions to intervene should 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 the 18th day of March 1953. The petition is on file with the Commission for Public inspection.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 53-1957; Filed, Mar. 3, 1953;
8:45 a. m.]

[Docket No. G-982]

TENNESSEE GAS TRANSMISSION CO.

NOTICE OF PETITION

FEBRUARY 26, 1953.

Take notice that on January 30, 1953, Tennessee Gas Transmission Company (Applicant) a Delaware corporation having its principal office in Houston, Texas, filed a petition pursuant to section 16 of the Natural Gas Act, to amend an order of the Commission issued March 24, 1948, granting a certificate of public convenience and necessity to Applicant.

Applicant proposes to increase the maximum daily quantity of natural gas sold under the terms of the gas sales contract dated August 1, 1949, with the city of Batesville, Mississippi, from 600 Mcf to 870 Mcf in accordance with a Precedent Agreement dated October 2, 1952.

Protests or petitions to intervene should 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 the 18th day of March 1953. The petition is on file with the Commission for public inspection.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 53-1958; Filed, Mar. 3, 1953;
8:45 a. m.]

[Docket No. G-1073]

TENNESSEE GAS TRANSMISSION CO.

NOTICE OF PETITION

FEBRUARY 26, 1953.

Take notice that on January 30, 1953, Tennessee Gas Transmission Company (Applicant) a Delaware corporation having its principal office in Houston, Texas, filed a petition pursuant to section 16 of the Natural Gas Act, to amend an order of the Commission issued November 3, 1948, granting a certificate of public convenience and necessity to Applicant.

Applicant proposes to increase the maximum daily quantity of natural gas sold under the terms of a gas sales contract dated June 18, 1948, with the United Gas Pipe Line Company, from 8,766 Mcf to 10,800 Mcf daily, in accordance with a Precedent Agreement with United Gas Pipe Line Company dated October 2, 1952.

Protests or petitions to intervene should 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 the 18th day of March 1953. The petition is on file with the Commission for public inspection.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 53-1959; Filed, Mar. 3, 1953;
8:45 a. m.]

[Docket No. G-1631]

EL PASO NATURAL GAS CO.

NOTICE OF PETITION TO AMEND CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

FEBRUARY 26, 1953.

Take notice that on February 9, 1953, El Paso Natural Gas Company (Applicant), a Delaware Corporation with its principal office in El Paso, Texas, filed a petition to amend the certificate of public convenience and necessity authorized by order issued June 23, 1952.

Applicant requests amendment of the certificate to rescind authorization for the construction and operation of 2.8 miles of 12¾ inch pipeline to extend from a proposed gasoline plant of the Magnolia Petroleum Company in Midland County, Texas, to a point of junction with a 16 inch pipeline proposed by applicant. It is stated by applicant that Magnolia has decided not to construct the aforesaid gasoline plant.

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 the 18th day of March 1953. The application is on file with the Commission for public inspection.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 53-1962; Filed, Mar. 3, 1953;
8:46 a. m.]

[Docket No. G-1661]

TENNESSEE GAS TRANSMISSION CO.

NOTICE OF PETITION

FEBRUARY 26, 1953.

Take notice that on January 30, 1953, Tennessee Gas Transmission Company (Applicant), a Delaware corporation having its principal office in Houston, Texas, filed a petition pursuant to section 16 of the Natural Gas Act, to amend an order of the Commission issued June 27, 1951, granting a certificate of public convenience and necessity to Applicant.

Applicant proposes to increase the maximum daily quantity of natural gas sold under the terms of a gas sales contract dated July 18, 1950, with the city of Holly Springs, Mississippi, from 1,050 Mcf as provided in the contract to 2,030 Mcf daily, as provided in a Precedent Agreement with the city of Holly Springs, Mississippi, dated October 2, 1952.

Protests or petitions to intervene should 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 the 18th day of March 1953. The petition is on file with the Commission for public inspection.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 53-1960; Filed, Mar. 3, 1953;
8:46 a. m.]

[Docket No. G-2069]

MANUFACTURERS LIGHT AND HEAT CO., AND CUMBERLAND AND ALLEGHENY GAS CO.

ORDER FIXING DATE OF HEARING

FEBRUARY 25, 1953.

On September 12, 1952, The Manufacturers Light and Heat Company (Manufacturers) a Pennsylvania corporation, and Cumberland and Allegheny Gas Company (Cumberland), a West Virginia corporation, sometimes referred to herein as "Applicants" both of which have their principal place of business at Pittsburg, Pennsylvania, filed a joint application, which was supplemented on December 12, 1952, pursuant to section 7 of the Natural Gas Act, seeking authorizations for Manufacturers to acquire and operate all the facilities of Cumberland, and for Cumberland to abandon its properties and facilities and the service rendered thereby by transferring the same to Manufacturers, all as more fully described in said joint application, as supplemented, on file with the Commission and open to public inspection.

The Commission finds: This proceeding is a proper one for disposition under the provisions of § 1.32 (b) (18 CFR 1.32 (b)) of the Commission's rules of practice and procedure, Applicants having requested that their application be heard under the shortened procedure provided by the aforesaid rule for non-contested proceedings, and no request to be heard, protest or petition having been filed subsequent to the giving of due notice of the filing of the application, including publication in the FEDERAL REGISTER on October 4, 1952 (17 F. R. 8927)

The Commission orders:

(A) Pursuant to the authority contained in the 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 be held on March 17, 1953, at 9:45 a. m., in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue NW., Washington, D. C., concerning the matters involved and the issues presented by such application, as supplemented: *Provided, however* That the Commission may, after a noncontested hearing, forthwith dispose of the proceeding pursuant to the provisions of § 1.32 (b) of the Commission's rules of practice and procedure.

(B) Interested State commissions may participate as provided by §§ 1.8 and 1.37 (f) (18 CFR 1.8 and 1.37 (f)) of the said rules of practice and procedure.

Date of issuance: February 26, 1953.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 53-1963; Filed, Mar. 3, 1953;
8:46 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 70-2960]

GULF POWER CO.

SUPPLEMENTAL ORDER GRANTING AUTHORITY TO ISSUE AND SELL SHORT TERM UNSECURED NOTES

FEBRUARY 25, 1953.

The Commission, by order dated December 10, 1952, having permitted to become effective a declaration, filed pursuant to the act, by Gulf Power Company ("Gulf Power") a public utility subsidiary of the Southern Company, a registered holding company, with respect to the issuance and sale from time to time prior to June 1, 1953, of up to \$4,000,000 principal amount of short term bank loan notes to fifteen banks;

Gulf Power having filed a post effective amendment to its declaration stating that it now proposes that twenty-three banks will participate in the purchase of said \$4,000,000 principal amount of short term bank loan notes, whose participations are designated in the filing;

Gulf Power having requested that the Commission permit the declaration, as amended, to become effective forthwith;

It appearing to the Commission that the changes in the proposed transactions will have no adverse effect upon the public interest or the interests of investors or consumers;

It is ordered, Pursuant to Rule U-23 and the applicable provisions of the act, that said declaration, as amended, be, and it hereby is, permitted to become effective forthwith, subject to the terms and conditions prescribed in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 53-1964; Filed, Mar. 3, 1953; 8:46 a. m.]

INTERSTATE COMMERCE COMMISSION

[4th Sec. Application 27819]

PIPE FROM GALVESTON, HOUSTON, AND ORANGE, TEX., TO IRON RIVER, MICH.

APPLICATION FOR RELIEF

FEBRUARY 27, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by F. C. Kratzmeir, Agent, for carriers parties to the schedule listed below.

Commodities involved: Pipe, steel or wrought iron, welded or seamless, carloads.

From: Galveston, Houston, and Orange, Tex.

To: Iron River, Mich.

Grounds for relief: Competition with rail carriers, circuitous, to apply rates constructed on the basis of the short line distance formula.

Schedules filed containing proposed rates; F. C. Kratzmeir, Agent, ICC No. 3967, suppl. 208.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, 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. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL] GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-1969; Filed, Mar. 3, 1953; 8:48 a. m.]

[4th Sec. Application 27820]

VEGETABLE OIL CAKE OR MEAL FROM ALABAMA, FLORIDA, GEORGIA, AND SOUTH CAROLINA TO FLORIDA

APPLICATION FOR RELIEF

FEBRUARY 27, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by R. E. Boyle, Jr., Agent, for carriers parties to schedule listed below.

Commodities involved: Cottonseed oil cake or meal, peanut oil cake or meal and soybean oil cake or meal, carloads.

From: Points in Alabama, Florida, Georgia, and South Carolina.

To: Florida.

Grounds for relief: Competition with rail carriers, circuitous, to apply rates constructed on the basis of the short line distance formula.

Schedules filed containing proposed rates; C. A. Spaninger, Agent, ICC No. 1231, suppl. 33.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, 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. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing,

upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL] GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-1970; Filed, Mar. 3, 1953; 8:48 a. m.]

[4th Sec. Application 27821]

SAND, GRAVEL, STONE, AND RELATED ARTICLES FROM GRANITE HILL TO GRUBBS, GA.

APPLICATION FOR RELIEF

FEBRUARY 27, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by R. E. Boyle, Jr., Agent, for the Atlantic Coast Line Railroad Company and other carriers listed in the application.

Commodities involved: Sand, gravel, stone, and related articles, carloads.

From: Granite Hill, Ga.

To: Grubbs, Ga.

Grounds for relief: Competition with rail carriers, to meet intrastate rates, to apply rates constructed on the basis of the short line distance formula.

Schedules filed containing proposed rates; C. A. Spaninger, Agent, ICC No. 998, suppl. 223.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, 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. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL] GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-1971; Filed, Mar. 3, 1953; 8:48 a. m.]

[4th Sec. Application 27822]

STONE SCREENINGS FROM GRANITE HILL TO SAVANNAH, GA.

APPLICATION FOR RELIEF

FEBRUARY 27, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul

provision of section 4 (1) of the Interstate Commerce Act.

Filed by R. E. Boyle, Jr., Agent, for the Atlantic Coast Line Railroad Company and other carriers listed in the application.

Commodities involved. Stone screenings, carload.

From: Granite Hill, Ga.

To: Savannah, Ga.

Grounds for relief: Competition with rail carriers, circuitous, to meet intrastate rates, to apply rates constructed on the basis of the short line distance formula.

Schedules filed containing proposed rates: C. A. Spaninger, Agent, ICC No. 998, suppl. 223.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, 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. If because

of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL]

GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-1972; Filed, Mar. 3, 1953; 8:49 a. m.]

[4th Sec. Application 27823]

PETROLEUM PRODUCTS FROM CORDOVA, ALA., TO ATLANTA, GA., AND FLORENCE AND SHEFFIELD, ALA.

APPLICATION FOR RELIEF

FEBRUARY 27, 1953.

The Commission is in receipt of the above-entitled and numbered application for relief from the long-and-short-haul provision of section 4 (1) of the Interstate Commerce Act.

Filed by R. E. Boyle, Jr., Agent, for the Atlanta and West Point Rail Road Company and other carriers listed in the application.

Commodities involved: Gasoline and other petroleum products, in tank-car loads.

From: Cordova, Ala.

To: Atlanta, Ga., Florence and Sheffield, Ala.

Grounds for relief: Competition with rail carriers, circuitous routes.

Schedules filed containing proposed rates: C. A. Spaninger, Agent, ICC No. 1253, suppl. 84.

Any interested person desiring the Commission to hold a hearing upon such application shall request the Commission in writing so to do within 15 days from the date of this notice. As provided by the general rules of practice of the Commission, Rule 73, 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. If because of an emergency a grant of temporary relief is found to be necessary before the expiration of the 15-day period, a hearing, upon a request filed within that period, may be held subsequently.

By the Commission.

[SEAL]

GEORGE W. LAIRD,
Acting Secretary.

[F. R. Doc. 53-1973; Filed, Mar. 3, 1953; 8:49 a. m.]

