Title 7—AGRICULTURE

Subtitle A—Office of the Secretary of Agriculture

PART 1—ADMINISTRATIVE REGULATIONS

SUBPART G—PROCEDURE FOR CONTRACT APPEALS

BOARD OF CONTRACT APPEALS; MEMBERSHIP

Section 1.103 Board of Contract Appeals is amended as follows:

Paragraph (a) *Membership* is deleted and the following paragraph (a) is inserted in lieu thereof:

§ 1.103 Board of Contract Appeals.

(a) *Membership.* The Board of Contract Appeals shall be designated by the Administrative Assistant Secretary for each case and be composed of not less than three members as follows: One member from the Office of the General Counsel, who shall serve as Chairman, one member from the Office of Plant and Operations, who shall serve as Secretary, and one member from the Department experienced in the subject matter of the work involved in the contract. Other members from the Department may be designated upon recommendation by the Director of Plant and Operations. No member shall have been directly involved in the formulation or administration of the contract in dispute. An alternate may be designated by the Administrative Assistant Secretary for any Board member who dies, or is absent, or disqualified. The Director of Plant and Operations shall, in consultation with the agencies involved, determine availability of employees best qualified to serve on the Board and advise the Administrative Assistant Secretary thereof with his recommendations for composition of the Board.

* * * * *

This amendment shall become effective upon publication.

Dated: July 27, 1964.

JOSEPH M. ROBERTSON,
Administrative Assistant Secretary.

[F.R. Doc. 64-7603; Filed, July 29, 1964; 8:50 a.m.]

Chapter I—Agricultural Marketing Service (Standards, Inspections, Marketing Practices), Department of Agriculture

PART 51—FRESH FRUITS, VEGETABLES AND OTHER PRODUCTS (INSPECTION, CERTIFICATION AND STANDARDS)

Subpart—United States Standards for Grades of Apples [1]

On June 3, 1964, a notice of proposed rule making was published in the FEDERAL REGISTER (29 F.R. 7242) regarding a proposed revision of United States Standards for Grades of Apples (7 CFR, §§ 51.300–51.323).

Statement of considerations leading to the revision of the grade standards. These grade standards were last revised in September 1963. Experience in the application of the standards during the past packing season indicated the need for further changes in packing requirements in § 51.311 and in the definitions of diameter in § 51.322 in order to bring the standards into line with current sizing and packaging practices. In addition to these changes the proposal included clarification of several other requirements and definitions in the interest of more uniform interpretation and application of the grade standards.

In response to the proposed revised standards a large retail organization submitted comments recommending a number of changes. Important among these were higher color requirements and reduced tolerances for defects, particularly in individual containers. These views generally are not shared by producers and shippers of apples, and in the absence of other supporting data no change is made in the requirements of the standards as published under notice of proposed rule making.

After consideration of all relevant matters presented, including the proposal set forth in the aforesaid notice, the following United States Standards for Grades of Apples are hereby promulgated pursuant to the Agricultural Marketing Act of 1946 (60 Stat. 1087, as amended; 7 U.S.C. 1621–1627).

GRADES

Sec.
51.300 U.S. Extra Fancy.
51.301 U.S. Fancy.
51.302 U.S. No. 1.
51.303 U.S. Utility.
51.304 Combination grades.

COLOR REQUIREMENTS

51.305 Color requirements.

UNCLASSIFIED

51.306 Unclassified.

TOLERANCES

51.307 Tolerances.

APPLICATION OF TOLERANCES

51.308 Application of tolerances.

CALCULATION OF PERCENTAGES

51.309 Calculation of percentages.

CONDITION AFTER STORAGE OR TRANSIT

51.310 Condition after storage or transit.

PACKING REQUIREMENTS

51.311 Packing requirements.

MARKING REQUIREMENTS

51.312 Marking requirements.

DEFINITIONS

51.313 Mature.
51.314 Overripe.
51.315 Carefully hand-picked.
51.316 Clean.
51.317 Fairly well formed.
51.318 Injury.
51.319 Damage.
51.320 Serious damage.
51.321 Seriously deformed.
51.322 Diameter.

U.S. CONDITION STANDARDS FOR EXPORT

Sec.
51.323 U.S. Condition Standards for Export.

AUTHORITY: The provisions of this subpart issued under secs. 203, 205, 60 Stat. 1087, as amended, 1090 as amended; 7 U.S.C. 1622, 1624.

GRADES

§ 51.300 U.S. Extra Fancy.

"U.S. Extra Fancy" consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, scald, scab, bitter pit, Jonathan spot, freezing injury, visible water core, and broken skins and bruises except those which are slight and incident to proper handling and packing. The apples are also free from injury caused by smooth net-like russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, disease, insects, or other means; and free from damage by smooth solid, slightly rough or rough russeting, or stem or calyx cracks, and free from damage by invisible water core after January 31st of the year following the year of production. Each apple of this grade has the amount of color specified in § 51.305 for the variety. (See §§ 51.305 and 51.307.)

§ 51.301 U.S. Fancy.

"U.S. Fancy" consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, bitter pit, Jonathan spot, scald, freezing injury, visible water core, and broken skins and bruises except those which are incident to proper handling and packing. The apples are also free from damage caused by russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, disease, insects, invisible water core after January 31st of the year following the year of production, or damage by other means. Each apple of this grade has the amount of color specified in § 51.305 for the variety. (See §§ 51.305 and 51.307.)

§ 51.302 U.S. No. 1.

The requirements of this grade are the same as for U.S. Fancy except for color, russeting, and invisible water core. In this grade less color is required for all varieties with the exception of the yellow and green varieties other than Golden Delicious. Apples of this grade are free from excessive damage caused by russeting which means that apples meet the russeting requirements for U.S. Fancy as defined under the definitions of "damage by russeting", except the aggregate area of an apple which may be covered by smooth net-like russeting shall not exceed 25 percent; and the aggregate area of an apple which may be covered by smooth solid russeting shall not exceed 10 percent: *Provided,* That in the case of the Yellow Newtown or similar varieties the aggregate area of an apple which may be covered with smooth solid russeting shall not exceed 20 percent. Each apple of this grade has the amount of color specified in § 51.305 for the variety. There is no requirement in

[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

this grade pertaining to invisible water core. (See §§ 51.305 and 51.307.)

(a) U.S. No. 1 Early: "U.S. No. 1 Early" consists of apples which meet the requirements of U.S. No. 1 grade except as to color and maturity, and meet a minimum size requirement. Apples of this grade have no color requirements, need not be mature, and are not less than 2 inches in diameter. This grade is provided for varieties such as Duchess, Gravenstein, Red June, Twenty Ounce, Wealthy, Williams, Yellow Transparent, and Lodi, or other varieties which are normally marketed during the summer months. (See § 51.307.)

(b) U.S. No. 1 Hail: "U.S. No. 1 Hail" consists of apples which meet the requirements of U.S. No. 1 grade except that hail marks where the skin has not been broken, and well healed hail marks where the skin has been broken, are permitted, provided the apples are fairly well formed. (See §§ 51.305 and 51.307.)

§ 51.303 U.S. Utility.

"U.S. Utility" consists of apples of one variety which are mature but not overripe, carefully hand-picked, not seriously deformed; free from decay, internal browning, internal breakdown, scald, and freezing injury. The apples are also free from serious damage caused by dirt or other foreign matter, broken skins, bruises, russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, visible water core, disease, insects, or other means. (See § 51.307.)

§ 51.304 Combination grades.

(a) Combinations of the above grades may be used as follows:

(1) Combination U.S. Extra Fancy and U.S. Fancy;

(2) Combination U.S. Fancy and U.S. No. 1;

(3) Combination U.S. No. 1 and U.S. Utility.

(b) Combinations other than these are not permitted in connection with the U.S. apple grades. When Combination grades are packed, at least 50 percent of the apples in any lot shall meet the requirements of the higher grade in the combination. (See § 51.307.)

Color Requirements

§ 51.305 Color requirements.

In addition to the requirement specified for the grades set forth in §§ 51.300 to 51.304 apples of these grades shall have the percentage of color specified for the variety in Table I appearing in this section. For the solid red varieties the percentage stated refers to the area of the surface which must be covered with a good shade of solid red characteristic of the variety: *Provided*, That an apple having color of a lighter shade of solid red or striped red than that considered as a good shade of red characteristic of the variety may be admitted to a grade, provided it has sufficient additional area covered so that the apple has as good an appearance as one with the minimum percentage of good red characteristic of the variety required for the grade. For the striped red varieties the percentage stated refers to the area of the surface in which the stripes of a good shade of red characteristic of the variety shall predominate over stripes of lighter red, green, or yellow. However, an apple having color of a lighter shade than that considered as a good shade of red characteristic of the variety may be admitted to a grade, provided it has sufficient additional area covered so that the apple has as good an appearance as one with the minimum percentage of stripes of a good red characteristic of the variety required for the grade. Faded brown stripes shall not be considered as color except in the case of the Gray Baldwin variety.

Table I—Color Requirements for Specified U.S. Grades of Apples by Variety

Variety	U.S. extra fancy	U.S. fancy	U.S. No. 1
Solid Red:	*Percent*	*Percent*	*Percent*
Black Ben	66	40	25
Gano	66	40	25
Winesap	66	40	25
Other similar varieties [1]	66	40	25
Red Sport varieties [2]	66	40	25
Striped or partially red:			
Jonathan	66	33	25
McIntosh	50	33	25
Cortland	50	33	25
Other similar varieties [3]	50	33	25
Rome Beauty	50	33	15
Stayman	50	33	15
York Imperial	50	33	15
Baldwin	50	25	15
Ben Davis	50	25	15
Delicious	50	25	15
Mammoth Black Twig	50	25	15
Turley	50	25	15
Wagener	50	25	15
Wealthy	50	25	15
Willow Twig	50	25	15
Northern Spy	50	25	15
Other similar varieties [4]	50	25	15
Hubbardston	50	15	10
Stark	50	15	10
Other similar varieties	50	15	10
Red June	50	15	(5)
Red Gravenstein	50	15	(5)
Williams	50	15	(5)
Other similar varieties	50	15	(5)
Gravenstein	25	10	(5)
Duchess	25	10	(5)
Other similar varieties [6]	25	10	(5)
Red cheeked or blushed:			
Maiden Blush	(7)	(8)	(8)
Twenty Ounce	(7)	(8)	(8)
Winter Banana	(7)	(8)	(8)
Other similar varieties	(7)	(8)	(8)
Green varieties	(9)	(9)	(9)
Yellow varieties	(9)	(9)	(9)
Golden Delicious	(10)	(10)	(9)

[1] Arkansas Black, Beacon, Detroit Red, Esopus Spitzenburg, King David, Lowry, Minjon.
[2] When Red Sport varieties are specified as such they shall meet the color requirements specified for Red Sport varieties.
[3] Haralson, Kendall, Macoun, Snow (Fameuse).
[4] Bonum, Early McIntosh, Limbertwig, Milton, Nero, Paragon, Melba.
[5] Tinge of color.
[6] Red Astrachan, Smokehouse, Summer Rambo, Dudley.
[7] Blush Cheek.
[8] None.
[9] Characteristic ground color.
[10] 75 percent or more of the surface of the apple shall show white or light green predominating over the green color.

Unclassified

§ 51.306 Unclassified.

"Unclassified" consists of apples which have not been classified in conformity with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

Tolerances

§ 51.307 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades the following tolerances are provided as specified:

(a) Defects: (1) U.S. Extra Fancy, U.S. Fancy, U.S. No. 1, U.S. No. 1 Early and U.S. No. 1 Hail grades: 10 percent of the apples in any lot may fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for apples which are seriously damaged, including therein not more than 1 percent for apples affected by decay or internal breakdown.

(2) U.S. Utility grade: 10 percent of the apples in any lot may fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for apples which are seriously damaged by insects, and including in the total tolerance not more than 1 percent for apples affected by decay or internal breakdown.

(b) When applying the foregoing tolerances to Combination grades no part of any tolerance shall be allowed to reduce, for the lot as a whole, the 50 percent of apples of the higher grade required in the combination but individual containers shall have not less than 40 percent of the higher grade.

(c) Size: When size is designated by the numerical count for a container, not more than 5 percent of the apples in the lot may vary more than ¼ inch in diameter. When size is designated by minimum or maximum diameter, not more than 5 percent of the apples in any lot may be smaller than the designated minimum and not more than 10 percent may be larger than the designated maximum.

Application of Tolerances

§ 51.308 Application of tolerances.

The contents of individual packages in the lot, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(a) Packages which contain more than 10 pounds:

(1) Shall have not more than one and one-half times a specified tolerance of 10 percent or more and not more than double a tolerance of less than 10 percent, except that at least one apple which is seriously damaged by insects or affected by decay or internal breakdown may be permitted in any package.

(b) Packages which contain 10 pounds or less:

(1) Not over 10 percent of the packages may have more than three times the tolerance specified, except that at least one defective apple may be permitted in any package: *Provided*, That not more than one apple or more than 6 percent (whichever is the larger amount) may be seriously damaged by insects or affected by decay or internal breakdown.

Calculation of Percentages

§ 51.309 Calculation of percentages.

(a) When the numerical count is marked on the container, percentages shall be calculated on the basis of count.

(b) When the minimum diameter or minimum and maximum diameters are marked on the container, percentages shall be calculated on the basis of weight.

(c) When the apples are in bulk, percentages shall be calculated on the basis of weight.

CONDITION AFTER STORAGE OR TRANSIT

§ 51.310 Condition after storage or transit.

(a) Decay, scald or any other deterioration which may have developed on apples after they have been in storage or transit shall be considered as affecting condition and not the grade.

PACKING REQUIREMENTS

§ 51.311 Packing requirements.

(a) Apples tray packed or cell packed in cartons shall be arranged according to approved and recognized methods. Packs shall be at least fairly tight[1] or fairly well filled.[2]

(b) Closed cartons containing apples not tray or cell packed shall be fairly well filled[2] or the pack shall be sufficiently tight to prevent any appreciable movement of the apples.

(c) Packs in wooden boxes or baskets shall be sufficiently tight to prevent any appreciable movement of apples within containers when the packages are closed. Each wrapped apple shall be completely enclosed by its individual wrapper.

(d) Apples on the shown face of any container shall be reasonably representative in size, color and quality of the contents.

(e) Tolerances: In order to allow for variations incident to proper packing, not more than 10 percent of the containers in any lot may fail to meet these requirements.

MARKING REQUIREMENTS

§ 51.312 Marking requirements.

The numerical count or the minimum diameter of the apples packed in a closed container shall be indicated on the container.

(a) When the numerical count is not shown the minimum diameter shall be plainly stamped, stenciled, or otherwise marked on the container in terms of whole inches, or whole inches and not less than eighth inch fractions thereof, in accordance with the facts.

DEFINITIONS

§ 51.313 Mature.

"Mature" means that the apples have reached the stage of development which will insure the proper completion of the ripening process. Before a mature apple becomes overripe it will show varying degrees of firmness, depending upon the stage of the ripening process. The following terms are used for describing different stages of firmness of apples:

(a) "Hard" means apples with a tenacious flesh and starchy flavor.

(b) "Firm" means apples with a tenacious flesh but which are becoming crisp with a slightly starchy flavor, except the Delicious variety.

(c) "Firm ripe" means apples with crisp flesh except that the flesh of the Gano, Ben Davis, and Rome Beauty varieties may be slightly mealy.

(d) "Ripe" means apples with mealy flesh and soon to become soft for the variety.

§ 51.314 Overripe.

"Overripe" means apples which are dead ripe, with flesh very mealy or soft, and past commercial utility.

§ 51.315 Carefully hand-picked.

"Carefully hand-picked" means that the apples do not show evidence of rough handling or of having been on the ground.

§ 51.316 Clean.

"Clean" means that the apples are free from excessive dirt, dust, spray residue and other foreign material.

§ 51.317 Fairly well formed.

"Fairly well formed" means that the apple may be slightly abnormal in shape but not to an extent which detracts materially from its appearance.

§ 51.318 Injury.

"Injury" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which more than slightly detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as injury:

(a) Russeting in the stem cavity or calyx basin which cannot be seen when the apple is placed stem end or calyx end down on a flat surface shall not be considered in determining whether or not an apple is injured by russeting. Smooth net-like russeting outside of the stem cavity or calyx basin shall be considered as injury when an aggregate area of more than 10 percent of the surface is covered, and the color of the russeting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous net-like russeting when the appearance is affected to a greater extent than the above amount permitted.

(b) Sunburn or sprayburn, when the discolored area does not blend into the normal color of the fruit.

(c) Dark brown or black limb rubs which affect a total area of more than one-fourth inch in diameter, except that light brown limb rubs of a russet character shall be considered under the definition of injury by russeting.[3]

(d) Hail marks, drought spots, other similar depressions or scars:

(1) When the skin is broken, whether healed or unhealed;

(2) When there is appreciable discoloration of the surface;

(3) When any surface indentation exceeds one-sixteenth inch in depth;

(4) When any surface indentation exceeds one-eighth inch in diameter; or,

(5) When the aggregate affected area of such spots exceeds one-half inch in diameter.[3]

(e) Disease: (1) Cedar rust infection which affects a total area of more than three-sixteenths inch in diameter.[3]

(2) Sooty blotch or fly speck which is thinly scattered over more than 5 percent of the surface, or dark, heavily concentrated spots which affect an area of more than one-fourth inch in diameter.[3]

(3) Red skin spots which are thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-fourth inch in diameter.[3]

(f) Insects: (1) Any healed sting or healed stings which affect a total area of more than one-eighth inch in diameter including any encircling discolored rings.[3]

(2) Worm holes.

§ 51.319 Damage.

"Damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as damage:

(a) Russeting in the stem cavity or calyx basin which cannot be seen when the apple is placed stem end or calyx end down on a flat surface shall not be considered in determining whether or not an apple is damaged by russeting, except that excessively rough or bark-like russeting in the stem cavity or calyx basin shall be considered as damage when the appearance of the apple is materially affected. The following types and amounts of russeting outside of the stem cavity or calyx basin shall be considered as damage:

(1) Russeting which is excessively rough on Roxbury Russet and other similar varieties.

(2) Smooth net-like russeting, when an aggregate area of more than 15 percent of the surface is covered, and the color of the russeting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous net-like russeting when the appearance is affected to a greater extent than the above amount permitted.

(3) Smooth solid russeting, when an aggregate area of more than 5 percent of the surface is covered, and the pattern and color of the russeting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous solid russeting when the appearance is affected to a greater extent than the above amount permitted.

[1] "Fairly tight" means that apples are of the proper size for molds or cell compartments in which they are packed, and that molds or cells are filled in such a way that no more than slight movement of apples within molds or cells is possible. The top layer of apples, or any pad or space filler over the top layer of apples shall be not more than ¾ inch below the top edge of the carton.

[2] "Fairly well filled" means that the net weight of apples in containers ranging from 2,100 to 2,900 cubic inch capacity is not less than 37 pounds for Cortland, Gravenstein, Jonathan, McIntosh and Golden Delicious varieties and not less than 40 pounds for all other varieties.

[3] The area refers to that of a circle of the specified diameter.

(4) Slightly rough russeting which covers an aggregate area of more than one-half inch in diameter.[2]

(5) Rough russeting which covers an aggregate area of more than one-fourth inch in diameter.[2]

(b) Sunburn or sprayburn which has caused blistering or cracking of the skin, or when the discolored area does not blend into the normal color of the fruit unless the injury can be classed as russeting.

(c) Limb rubs which affect a total area of more than one-half inch in diameter, except that light brown limb rubs of a russet character shall be considered under the definition of damage by russeting.[2]

(d) Hail marks, drought spots, other similar depressions or scars:

(1) When any unhealed mark is present;

(2) When any surface indentation exceeds one-eighth inch in depth;

(3) When the skin has not been broken and the aggregate affected area exceeds one-half inch in diameter; [2] or,

(4) When the skin has been broken and well healed, and the aggregate affected area exceeds one-fourth inch in diameter.[2]

(e) Stem or calyx cracks which are not well healed, or well healed stem or calyx cracks which exceed an aggregate length of one-fourth inch.

(f) Invisible water core existing around the core and extending to water core in the vascular bundles; or surrounding the vascular bundles when the affected areas surrounding three or more vascular bundles meet or coalesce; or existing in more than slight degree outside the circular area formed by the vascular bundles.

(g) Disease: (1) Scab spots which affect a total area of more than one-fourth inch in diameter.[2]

(2) Cedar rust infection which affects a total area of more than one-fourth inch in diameter.[2]

(3) Sooty blotch or fly speck which is thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-half inch in diameter.[2]

(4) Red skin spots which are thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-half inch in diameter.[2]

(h) Insects: (1) Any healed sting or healed stings which affect a total area of more than three-sixteenths inch in diameter including any encircling discolored rings.[2]

(2) Worm holes.

§ 51.320 Serious damage.

"Serious damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as serious damage:

(a) The following types and amounts of russeting shall be considered as serious damage:

(1) Smooth solid russeting, when more than one-half of the surface in the aggregate is covered, including any russeting in the stem cavity or calyx basin, or slightly rough, or excessively rough or bark-like russeting, which detracts from the appearance of the fruit to a greater extent than the amount of smooth solid russeting permitted: *Provided,* That any amount of russeting shall be permitted on Roxbury Russet and other similar varieties.

(b) Sunburn or sprayburn which seriously detracts from the appearance of the fruit.

(c) Limb rubs which affect more than one-tenth of the surface in the aggregate.

(d) Hail marks, drought spots, or scars, if they materially deform or disfigure the fruit, or if such defects affect more than one-tenth of the surface in the aggregate: *Provided,* That no hail marks which are unhealed shall be permitted and not more than an aggregate area of one-half inch shall be allowed for well healed hail marks where the skin has been broken.[2]

(e) Stem or calyx cracks which are not well healed, or well healed stem or calyx cracks which exceed an aggregate length of one-half inch.

(f) Visible water core which affects an area of more than one-half inch in diameter.[2]

(g) Disease: (1) Scab spots which affect a total area of more than three-fourths inch in diameter.[2]

(2) Cedar rust infection which affects a total area of more than three-fourths inch in diameter.[2]

(3) Sooty blotch or fly speck which affects more than one-third of the surface.

(4) Red skin spots which affect more than one-third of the surface.

(5) Bitter pit or Jonathan spot which is thinly scattered over more than one-tenth of the surface and does not materially deform or disfigure the fruit.

(h) Insects: (1) Healed stings which affect a total area of more than one-fourth inch in diameter including any encircling discolored rings.[2]

(2) Worm holes.

§ 51.321 Seriously deformed.

"Seriously deformed" means that the apple is so badly misshapen that its appearance is seriously affected.

§ 51.322 Diameter.

When measuring for minimum size, "diameter" means the greatest dimension of the apple measured at right angles to a line from stem to blossom end. When measuring for maximum size, "diameter" means the smallest dimension of the apple determined by passing the apple through a round opening in any position.

U.S. CONDITION STANDARDS FOR EXPORT

§ 51.323 U.S. Condition Standards for Export.[4]

(a) Not more than 5 percent of the apples in any lot shall be further advanced in maturity than firm ripe.

(b) Not more than 5 percent of the apples in any lot shall be damaged by storage scab.

(c) Not more than a total of 5 percent of the apples in any lot shall be affected by scald, internal breakdown, freezing injury, or decay; or damaged by water core, bitter pit, Jonathan spot, or other condition factors: *Provided,* That:

(1) Not more than a total of 2 percent shall be allowed for apples affected by decay and soft scald;

(2) Not more than 2 percent shall be allowed for apples affected by internal breakdown; and,

(3) Not more than 2 percent shall be allowed for apples affected by slight scald.

(d) Container packs shall comply with packing requirements specified in § 51.311 of the United States Standards for Grades of Apples.

(e) Any lot of apples shall be considered as meeting the U.S. Condition Standards for Export if the entire lot averages within the requirements specified: *Provided,* That no package in any lot shall have more than double the percentages specified, except that for packages which contain 10 pounds or less, individual packages in any lot may have not more than three times the tolerance or one apple (whichever is the greater amount).

NOTE: "Damage by water core" means externally invisible water core existing around the core and extending to water core in the vascular bundles; or surrounding the vascular bundles when the affected areas surrounding three or more vascular bundles meet or coalesce; or existing in more than slight degree outside the circular area formed by the vascular bundles; or any externally visible water core.

The United States Standards for Grades of Apples contained in this subpart shall become effective September 1, 1964, and will thereupon supersede the United States Standards for Grades of Apples which have been in effect since September 20, 1963 (7 CFR, §§ 51.300–51.323).

Dated: July 24, 1964.

G. R. GRANGE,
Deputy Administrator,
Marketing Services.

[F.R. Doc. 64-7604; Filed, July 29, 1964; 8:50 a.m.]

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

SUBCHAPTER F—DETERMINATION OF NORMAL YIELDS AND ELIGIBILITY FOR ABANDONMENT AND CROP DEFICIENCY PAYMENTS

[Sugar Determination 845.2—Supp. 3]

PART 845—MAINLAND CANE SUGAR AREA

Approved Local Areas for 1963 Crop

§ 845.5 Approved local areas for the 1963 crop.

For purposes of considering eligibility of farms for abandonment and crop deficiency payments on 1963-crop sugarcane pursuant to paragraph (c) of § 845.2, as amended, the local ASC parish committees in Louisiana and the

[2] The area refers to that of a circle of the specified diameter.

[4] These standards may be applied to domestic shipments of apples as well as export lots, and may be referred to as "U.S. Condition Standards".

ASC Glades County Committee in Florida have determined that the extent of crop damage as specified and provided in subparagraph (1) (iii) of paragraph (c) of § 845.2 has occurred in the following parish and local producing area:

LOUISIANA

Parish approved in its entirety:

West Feliciana.

FLORIDA

All of Florida.

Statement of bases and considerations. This supplement provides public notice of the parish and local producing area in Louisiana and Florida where due to drought, flood, storm, freeze, disease or insects, the 1963 sugarcane crop has been damaged to the extent that farms located in whole or in part therein will be considered (as to location) for abandonment or deficiency payments. Producers on these farms who have not filed applications for Sugar Act payments with respect to acreage abandonment or crop deficiencies for which they may otherwise be eligible should apply for such payments before December 31, 1965, as provided in 7 C.F.R. 892.1 (29 F.R. 9426).

(Sec. 403, 61 Stat. 923; 7 U.S.C. 1153. Secs. 301, 302, 61 Stat. 929, 930, as amended; 7 U.S.C. 1131, 1132)

Effective date: Date of publication.

Signed at Washington, D.C., on July 24, 1964.

RAY FITZGERALD,
Deputy Administrator,
State and County Operations.

[F.R. Doc. 64-7605; Filed, July 29, 1964; 8:50 a.m.]

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

PART 921—FRESH PEACHES GROWN IN DESIGNATED COUNTIES IN WASHINGTON

Determination Relative to the Expenses and the Fixing of the Rate of Assessment for the 1964–65 Fiscal Period and Carryover of Unexpended Funds

Notice was published in the July 8, 1964, issue of the FEDERAL REGISTER (29 F.R. 9339) that consideration was being given to proposals regarding the expenses and the fixing of the rate of assessment for the fiscal period ending March 31, 1965, under the marketing agreement and Order No. 921 (7 CFR Part 921) regulating the handling of fresh peaches grown in designated counties in Washington, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674). After consideration of all relevant matters presented, including the proposals set forth in such notice which were submitted by the Washington Fresh Peach Marketing Committee (established pursuant to said marketing agreement and order), it is hereby found and determined that:

§ 921.204 Expenses and rate of assessment for the 1964–65 fiscal period.

(a) Expenses: The expenses that are reasonable and likely to be incurred by the Washington Fresh Peach Marketing Committee, established pursuant to the provisions of the aforesaid marketing agreement and order, to enable such committee to perform its functions, in accordance with the provisions thereof, during the fiscal period beginning April 1, 1964, and ending March 31, 1965, will amount to $10,187.

(b) Rate of assessment: The rate of assessment, which each handler who first handles fresh peaches shall pay as his pro rata share of the aforementioned expenses in accordance with the applicable provisions of said marketing agreement and order, is hereby fixed at seventy cents ($0.70) per ton of fresh peaches so handled by such handler during such fiscal period.

(c) Reserve: Unexpended assessment funds in excess of expenses incurred during the fiscal period ended March 31, 1964, shall be carried over as a reserve in accordance with the applicable provisions of § 921.42 of said marketing agreement and order.

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

It is hereby found that good cause exists for not postponing the effective time of this action until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 1001–1011) in that (1) the relevant provisions of said marketing agreement and this part require that the rate of assessment fixed for a particular fiscal period shall be applicable to all assessable fresh peaches from the beginning of such period; and (2) the current fiscal period began on April 1, 1964, and the rate of assessment herein fixed will automatically apply to all assessable fresh peaches beginning with such date.

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

Dated: July 27, 1964.

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

[F.R. Doc. 64-7606; Filed, July 29, 1964; 8:50 a.m.]

[Prune Reg. 2]

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

Limitation of Shipments

§ 924.303 Prune Regulation 2.

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

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001–1011) in that, as hereinafter set forth, the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than August 1, 1964. A reasonable determination as to the supply of, and the demand for, prunes must await the development of the crop and adequate information thereon was not available to the Washington-Oregon Fresh Prune Marketing Committee until July 16, 1964, recommendation as to the need for, and the extent of, regulation of shipments of such prunes was made at the meeting of said committee on July 16, 1964, after consideration of all available information relative to the supply and demand conditions for such prunes, at which time the recommendation and supporting information were submitted to the Department; shipments of the current crop of such prunes will begin on or about August 1, 1964, and this regulation should be applicable, insofar as practicable, to all shipments of such prunes in order to effectuate the declared policy of the act; and compliance with the provisions of this section will not require of handlers any preparation therefor which cannot be completed by the effective time hereof.

(b) *Order.* During the period beginning at 12:01 a.m., P.s.t., August 1, 1964, and ending at 12:01 a.m., P.s.t., November 1, 1964, no handler shall handle any lot of prunes unless such prunes meet the following applicable requirements, or are handled in accordance with subparagraph (3) of this paragraph:

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

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

test of the juice from the blossom end sections of not less than 10 prunes selected at random from the lot. The blossom end section of each prune shall be cut at right angles to the longitudinal axis to the depth of the pit, and the juice therefrom tested either on a composite basis or individual tests averaged.

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

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

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

Dated: July 27, 1964.

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

[F.R. Doc. 64-7607; Filed, July 29, 1964; 8:51 a.m.]

Chapter X—Agricultural Marketing Service (Marketing Agreements and Orders; Milk), Department of Agriculture

[Milk Order No. 3]

PART 1003—MILK IN THE WASHINGTON, D.C., MARKETING AREA

Order Suspending Certain Provision

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and of the order regulating the handling of milk in the Washington, D.C., marketing area (7 CFR Part 1003), it is hereby found and determined that:

(a) The provision in § 1003.50(a)(1)(iii) of the order which reads "Provided that the supply-demand adjustment for any month shall not differ from the supply-demand adjustment of the preceding month by more than 4 cents:" no longer tends to effectuate the declared policy of the Act for the period of August 1, 1964, through July 31, 1965.

(b) Notice of proposed rule making, public procedure thereon, and 30 days notice of the effective date hereof is impractical, unnecessary, and contrary to the public interest in that:

(1) This suspension order does not require of persons affected substantial or extensive preparation prior to the effective date.

(2) This suspension order is necessary to reflect current emergency marketing conditions and to maintain orderly marketing conditions in the marketing area.

(3) This suspension order will permit the supply-demand factor used in calculating the Class I price to reflect more accurately the supply of milk in the market relative to its Class I needs. The abnormal weather condition prevalent throughout the production area in recent months has resulted in a precipitous decline in milk production relative to demand. The present supply-demand factor in the order is unable to reflect this extraordinary condition currently because of the order provision that limits to 4 cents the amount of change in the supply-demand adjustment from the preceding month.

(4) This action has been requested by cooperative associations representing more than two-thirds of producers for the market.

Therefore, good cause exists for making this order effective August 1, 1964.

It is therefore ordered, That the aforesaid provision of the order is hereby suspended for the period August 1, 1964, through July 31, 1965.

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

Effective date: August 1, 1964.

Signed at Washington, D.C., on July 27, 1964.

GEORGE L. MEHREN,
Assistant Secretary.

[F.R. Doc. 64-7580; Filed, July 29, 1964; 8:47 a.m.]

[Milk Order No. 16]

PART 1016—MILK IN THE UPPER CHESAPEAKE BAY, MARKETING AREA

Order Suspending Certain Provision

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and of the order regulating the handling of milk in the Upper Chesapeake Bay, marketing area (7 CFR Part 1016), it is hereby found and determined that:

(a) The provision in § 1016.50(a)(1)(iii) of the order which reads "Provided that the supply-demand adjustment for any month shall not differ from the supply-demand adjustment of the preceding month by more than 4 cents:" no longer tends to effectuate the declared policy of the Act for the period of August 1, 1964, through July 31, 1965.

(b) Notice of proposed rule making, public procedure thereon, and 30 days' notice of the effective date hereof is impractical, unnecessary, and contrary to the public interest in that:

(1) This suspension order does not require of persons affected substantial or extensive preparation prior to the effective date.

(2) This suspension order is necessary to reflect current emergency marketing conditions and to maintain orderly marketing conditions in the marketing area.

(3) This suspension order will permit the supply-demand factor used in calculating the Class I price to reflect more accurately the supply of milk in the market relative to its Class I needs. The abnormal weather condition prevalent throughout the production area in recent months has resulted in a precipitous decline in milk production relative to demand. The present supply-demand factor in the order is unable to reflect this extraordinary condition currently because of the order provision that limits to 4 cents the amount of change in the supply-demand adjustment from the preceding month.

(4) This action has been requested by cooperative associations representing more than two-thirds of producers for the market.

Therefore, good cause exists for making this order effective August 1, 1964.

It is therefore ordered, That the aforesaid provision of the order is hereby suspended for the period August 1, 1964, through July 31, 1965.

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

Effective date: August 1, 1964.

Signed at Washington, D.C., on July 27, 1964.

GEORGE L. MEHREN,
Assistant Secretary.

[F.R. Doc. 64-7581; Filed, July 29, 1964; 8:47 a.m.]

Title 8—ALIENS AND NATIONALITY

Chapter I—Immigration and Naturalization Service, Department of Justice

MISCELLANEOUS AMENDMENTS TO CHAPTER

The following amendments to Chapter I of Title 8 of the Code of Federal Regulations are hereby prescribed:

1. Part 211 is amended to read as follows:

PART 211—DOCUMENTARY REQUIREMENTS: IMMIGRANTS; WAIVERS

Sec.
211.1 Visas.
211.2 Passports.
211.3 Expiration of immigrant visas, reentry permits, and Forms I–151.

AUTHORITY: The provisions of this Part 211 issued under sec. 103, 66 Stat. 173; 8 U.S.C. 1103. Interpret and apply secs. 101, 211, 212, 223, 235, 247, 66 Stat. 166, as amended, 181, 182, as amended, 194, 198, 218; 8 U.S.C. 1101, 1181, 1182, 1203, 1225, 1257.

§ 211.1 Visas.

A valid unexpired immigrant visa shall be presented by each arriving immigrant alien except an immigrant who (a) is a child born subsequent to the issuance of an immigrant visa to his accompanying parent and applies for admission during the validity of such a visa, or (b) is a child born during the temporary visit abroad of a mother who is a lawful permanent resident alien, or a national of the United States, provided the child's application for admission to the United States is made within two years of his

birth, the child is accompanied by his parent who is applying for readmission as a permanent resident upon the first return of the parent to the United States after the birth of the child, and the accompanying parent is found to be admissible to the United States, or (c) is returning to an unrelinquished lawful permanent residence after a temporary absence abroad in any place except Albania, Cuba, Outer Mongolia, and Communist portions of China, Korea and Viet-Nam (1) not exceeding one year and presents a Form I–151, alien registration receipt card, duly issued to him, or (2) and presents a valid unexpired reentry permit duly issued to him, or (3) and is the spouse or child of and has been residing abroad with, a member of the Armed Forces of the United States stationed abroad pursuant to official orders, or (4) and satisfies the district director in charge of the port of entry that there is good cause for the failure to present the required document, in which case an application for waiver should be made on Form I–193. A reentry permit or Form I–151 shall be invalid under this section when presented by an alien who during his temporary absence abroad traveled to, in, or through Bulgaria, Czechoslovakia, Estonia, Hungary, Latvia, Lithuania, Poland, Rumania, the Soviet Zone of Germany ("German Democratic Republic"), the Union of Soviet Socialist Republics, or Yugoslavia, except when the holder of a reentry permit duly issued to him presents evidence in the form of an endorsement in that document, or a letter issued by an officer of the Service, stating that the restriction with respect to any such country or countries has been waived, or except when the alien has passed in direct, restricted, and continuous transit through: the Soviet Zone of Germany to West Berlin from West Germany by automobile, rail, or plane, and returned to West Germany; or Yugoslavia to or from Austria or Greece. An immigrant visa, reentry permit, or Form I–151 shall also be invalid under this section when presented by an alien who has an occupational status which would entitle him to a nonimmigrant status under section 101(a)(15)(A), (E), or (G), of the Act, unless he has previously submitted, or submits at the time he applies for admission to the United States, the written waiver required by section 247(b) of the Act and Part 247 of this chapter.

§ 211.2 Passports.

A passport valid for the bearer's entry into a foreign country at least 60 days beyond the expiration date of his immigrant visa shall be presented by each immigrant except an immigrant who (a) is the parent, spouse, or unmarried son or daughter of a United States citizen or of an alien lawful permanent resident of the United States, or (b) is a child born during the temporary visit abroad of a mother who is a lawful permanent resident alien, or a national, of the United States, provided the child's application for admission to the United States is made within two years of his birth, the child is accompanied by his parent who is applying for readmission as a permanent resident upon the first return of the parent to the United States after the birth of the child, and the accompanying parent is found to be admissible to the United States, or (c) is returning to an unrelinquished lawful permanent residence in the United States after a temporary absence abroad, or (d) is a stateless person or a person who because of his opposition to Communism is unwilling or unable to obtain a passport from the country of his nationality or is the accompanying spouse or unmarried son or daughter of such immigrant, or (e) is a first-preference quota immigrant, or (f) is a member of the Armed Forces of the United States, or (g) satisfies the district director in charge of the port of entry that there is good cause for failure to present the required document, in which case an application for waiver shall be made on Form I–193.

§ 211.3 Expiration of immigrant visas, reentry permits, and Forms I–151.

An immigrant visa, reentry permit, or Form I–151 shall be regarded as unexpired if the rightful holder embarked or enplaned before the expiration of his immigrant visa or reentry permit or, with respect to Form I–151, before the first anniversary of the date on which he departed from the United States, provided that the vessel or aircraft on which he so embarked or enplaned arrives in the United States or foreign contiguous territory on a continuous voyage. The continuity of the voyage shall not be deemed to have been interrupted by scheduled or emergency stops of the vessel or aircraft en route to the United States or foreign contiguous territory, or by a layover in foreign contiguous territory necessitated solely for the purpose of effecting a transportation connection to the United States.

PART 213—ADMISSION OF ALIENS ON GIVING BOND OR CASH DEPOSIT

2. Section 213.1 is amended to read as follows:

§ 213.1 Admission under bond or cash deposit.

The district director having jurisdiction over the intended place of residence of an alien may accept a public charge bond prior to the issuance of an immigrant visa to the alien upon receipt of a request directly from a United States consular officer or upon presentation by an interested person of a notification from the consular officer requiring such a bond. The district director having jurisdiction over the place where the examination for admission is being conducted or the special inquiry officer to whom the case is referred may exercise the authority contained in section 213 of the Act. All bonds and agreements covering cash deposits given as a condition of admission of an alien under section 213 of the Act shall be executed on Form I–352 and shall be in the sum of not less than $1,000. The officer accepting such deposit shall give his receipt therefor on Form I–305.

PART 238—CONTRACTS WITH TRANSPORTATION LINES

3. Section 238.1 is amended to read as follows:

§ 238.1 Contracts.

The contracts with transportation lines referred to in sections 238 (a) and (b) of the Act shall be made by the regional commissioner in behalf of the Government and shall be in such form as prescribed. The contracts with transportation lines referred to in section 238 (d) of the Act shall be made by the Commissioner in behalf of the Government and shall be on Form I–426. The contracts with transportation lines desiring their passengers and crews preinspected at places outside the United States shall be made by the Commissioner in behalf of the Government and shall be on Form I–425.

PART 299—IMMIGRATION FORMS

4. The list of forms in § 299.1 *Prescribed forms* is amended by adding the following form and reference thereto in numerical sequence:

Form No.	*Title and description*
I–425	Agreement for Preinspection at Places Outside United States.

(Sec. 103, 66 Stat. 173; 8 U.S.C. 1103)

This order shall become effective on the date of its publication in the FEDERAL REGISTER. Compliance with the provisions of section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U.S.C. 1003) as to notice of proposed rule making and delayed effective date is unnecessary in this instance because the rules prescribed by the order relate to agency procedure and confer benefits upon persons affected thereby.

Dated: July 24, 1964.

RAYMOND F. FARRELL,
Commissioner of Immigration and Naturalization.

[F.R. Doc. 64–7588; Filed, July 29, 1964; 8:48 a.m.]

Title 15—COMMERCE AND FOREIGN TRADE

Chapter III—Bureau of International Commerce, Department of Commerce

PART 364—TRADE FAIRS IN THE UNITED STATES

Sec.
364.1 Definitions.
364.2 Who may apply for designation of a fair.
364.3 How to apply for designation of a fair.
364.4 Substance of application.
364.5 Extending closing date of a fair.

AUTHORITY: The provisions of this Part 364 issued under 73 Stat. 18, 19 U.S.C. 1751 through 1756.

§ 364.1 Definitions.

For the purpose of the regulations in this part:

(a) The term "Act" means the Trade Fair Act of 1959.

(b) The term "fair" includes a trade fair, trade show, industrial exhibition, agricultural fair, State or county fair, world's fair or exposition, or exhibition or exposition of a cultural, scientific or educational nature.

(c) The term "operator" means the person, firm or corporation, including a State or local government agency, conducting the fair and who will be responsible for entry and disposition of all articles entered under the Act at a designated fair.

§ 364.2 Who may apply for a designation of a fair.

A fair operator who desires the privileges of the Act may apply to the Office of International Trade Promotion, Bureau of International Commerce, to have the fair designated as being in the public interest in promoting trade and therefore eligible for the privileges of duty free entry provided by the Act for articles to be exhibited at the fair or for use in constructing, installing, or maintaining foreign exhibits at the fair.

§ 364.3 How to apply for designation of a fair.

(a) An operator of a fair to be held in the United States shall make application on Form IA–32, Application for Designation of a Fair, in accordance with the instructions set forth on the form and in this part.[1]

(b) Form IA–32 shall be completed in quadruplicate. Two copies of the form shall be filed with the Bureau of International Commerce, Office of International Trade Promotion, Washington, D.C., 20230, and one copy shall be filed with that Field Office of the Department of Commerce, listed in paragraph (c), which is nearest to the applicant. The fourth copy shall be retained in the applicant's files for the duration of the fair.

(c) Application forms may be obtained from the Bureau of International Commerce or any of the following Department of Commerce Field Offices:

Albuquerque, N. Mex., 87101, U.S. Courthouse.
Anchorage, Alaska, 99501, Room 306 Loussac-Sogn Building.
Atlanta, Ga., 30303, Fourth Floor, Home Savings Building, 75 Forsyth Street NW.
Baltimore, Md., 21202, Room 305 U.S. Customhouse, Gay and Lombard Streets
Birmingham, Ala., 35203, Title Building, 2030 Third Avenue North.
Boston, Mass., 02110, Room 230, 80 Federal Street.
Buffalo, N.Y., 14203, 504 Federal Building, 117 Ellicott Street.
Charleston, S.C., 29401, No. 4 North Atlantic Wharf.
Charleston, W. Va., 25301, 3002 New Federal Office Building, 500 Quarrier Street.
Cheyenne, Wyo., 82001, 207 Majestic Building, 16th and Capital Ave.
Chicago, Ill., 60606, Room 1302, 226 West Jackson Boulevard.
Cincinnati, Ohio, 45202, 8028 Federal Office Building, 550 Main Street.
Cleveland, Ohio, 44101, Fourth Floor, Federal Reserve Bank Building, East Sixth Street and Superior Avenue.
Dallas, Tex., 75202, Room 1200, 1114 Commerce Street.
Denver, Colo., 80202, 142 New Custom House, 19th and Stout Street.
Des Moines, Iowa, 50309, Room 1216, Paramount Building, 509 Grant Avenue.
Detroit, Mich., 48226, 445 Federal Building.
Greensboro, N.C., 27402, Room 407, U.S. Post Office Building.
Hartford, Conn., 06103, 18 Asylum Street.
Houston, Tex, 77002, 5102 Federal Building, 515 Rusk Avenue.
Jacksonville, Fla., 32202, 512 Greenleaf Building, 204 Laura Street.
Kansas City, Mo., 64106, Room 20111, 911 Walnut Street.
Los Angeles, Calif., 90015, Room 450, Western Pacific Building, 1031 South Broadway.
Memphis, Tenn., 38103, 345 Federal Office Building, 167 North Main Street.
Miami, Fla., 33130, Room 1628, Federal Office Building, 51 Southwest First Avenue.
Milwaukee, Wis., 53203, Straus Building, 238 West Wisconsin Avenue.
Minneapolis, Minn., 55401, Room 304, Federal Building, 110 South Fourth Street.
New Orleans, La., 70130, 1508 Masonic Temple Building, 333 St. Charles Avenue.
Honolulu, Hawaii, 96813, 202 International Savings Building, 1022 Bethel Street.
New York, N.Y., 10001, 61st Floor, Empire State Building, 350 Fifth Avenue.
Philadelphia, Pa., 19107, Jefferson Building, 1015 Chestnut Street.
Phoenix, Ariz., 85025, New Federal Building, 230 North First Avenue.
Pittsburgh, Pa., 15222, 1030 Park Building, 355 Fifth Avenue.
Portland, Oreg., 97204, 217 Old U.S. Courthouse, 520 Southwest Morrison Street.
Reno, Nev., 89502, 1479 Wells Avenue.
Richmond, Va., 23240, 2105 Federal Building, 400 North Eighth Street.
St. Louis, Mo., 63103, 2511 Federal Building, 1520 Market Street.
Salt Lake City, Utah, 84111, 3235 Federal Building, 125 South State Street.
San Francisco, Calif., 94102, 450 Golden Gate Avenue, Box 36013.
Santurce, Puerto Rico, 00907, Room 628, 605 Condado Avenue.
Savannah, Ga., 31402, 235 U.S. Courthouse and Post Office Building, 125–29 Bull Street.
Seattle, Wash., 98104, 809 Federal Office Building, 909 First Avenue.

(d) Applications for designation of a fair may be filed at any time. However, where possible, the application should be filed a minimum of 90 days before the opening date of the fair.

(e) The Bureau of International Commerce may request additional data from any applicant if it is deemed necessary in establishing the fair's eligibility.

(f) The Bureau of International Commerce will notify each applicant in writing of the action taken on his application.

§ 364.4 Substance of application.

The operator shall furnish the name of the fair, the place where the fair will be held, the dates when the fair will open and close, and the name of the operator of the fair. In addition, the operator shall give the names of its officers, partners or owners; state how the fair will be financed and by whom; give the names of all organizations supporting or sponsoring the fair; state the purpose of the fair and how that purpose will serve the public interest in promoting trade; list the kinds of products to be exhibited at the fair or the nature of the different exhibits if not of products; give the size of the exhibit space and state whether a particular area has been set aside for exhibitors of foreign products; and furnish data on how much of the exhibit space has been contracted for at the time of application separately for domestic and foreign exhibits with a list of the foreign countries whose dutiable goods expect to be or will be exhibited. The fair operator shall also furnish copies of literature, brochures, etc., being distributed which explain or advertise the fair, and evidence of authority to use the fair site such as leases and public license approvals.

§ 364.5 Extending closing date of a fair.

When it shall become necessary to extend the closing date of a fair the operator shall notify the Bureau of International Commerce as early as possible of the new closing date and of the reasons why the fair is to be extended.

EUGENE M. BRADERMAN,
Director,
Bureau of International Commerce.

[F.R. Doc. 64–7592; Filed, July 29, 1964; 8:49 a.m.]

[1] Copies of Form IA–32 have been filed with the Office of the Federal Register.

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. C–777]

PART 13—PROHIBITED TRADE PRACTICES

Walter J. Black, Inc.

Subpart—Misrepresenting oneself and goods—Business status, advantages, or connections: § 13.1390 *Concealed subsidiary, fictitious collection agency, etc.* Subpart—Threatening suits, not in good faith: § 13.2264 *Delinquent debt collection.* Subpart—Using misleading name—Vendor: § 13.2365 *Concealed subsidiary, fictitious collection agency, etc.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Walter J. Black, Inc., Roslyn, N.Y., Docket C–777, June 30, 1964]

Consent order requiring a Roslyn, N.Y., seller to the general public of publications, books, and other merchandise under its own name and under the names "The Classics Club", "Black's Readers Service Company" and "The Detective Book Club", to cease representing falsely in letters and other materials sent to purportedly delinquent customers that, if payment was not made, the customer's name was transmitted to a credit reporting agency and his credit rating adversely affected; and, by use of letterheads of the fictitious "The Mail Order Credit Reporting Association, Inc.", and "John J. Murphy, Attorney at Law", that accounts would be or had been turned over to a bona fide collection agency or an outside attorney for collection or legal proceedings.

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

It is ordered, That respondent Walter J. Black, Inc., a corporation and its officers, agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of publications, books or other merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing directly or by implication that:

1. a. A customer's name will be or has been turned over to a bona fide credit reporting agency unless respondent establishes that where payment is not received, the information of said delinquency is referred to a separate, bona fide credit reporting agency;

b. A customer's general or public credit rating will be adversely affected unless respondent establishes that where payment is not received, the information of said delinquency is referred to a separate, bona fide credit reporting agency or other business organizations;

2. a. Respondent is required to refer information of a customer's delinquency to "The Mail Order Credit Reporting Association, Inc.";

b. Respondent is required to refer information of a customer's delinquency to any other agency or bureau, unless respondent establishes that such is the fact;

3. Delinquent accounts will be or have been turned over to a bona fide, separate collection agency or attorney for collection unless respondent in fact turns such accounts over to such agencies or attorneys;

4. Delinquent accounts have been or will be turned over to "The Mail Order Credit Reporting Association, Inc." for collection or any other purpose;

5. "The Mail Order Credit Reporting Association, Inc.", any fictitious name, or any trade name owned in whole or in part by respondent or over which respondent exercises operating control, is an independent, bona fide collection or credit reporting agency;

6. "John J. Murphy" or any other person or firm is an outside, independent attorney at law or firm of attorneys representing respondent for collection of past due accounts, unless respondent establishes that a bona fide attorney-client relationship exists between respondent and said attorney or attorneys, for purposes of collecting such accounts;

7. Delinquent accounts have been or will be turned over to "The Mail Order Credit Reporting Association, Inc." with instructions to institute suit or other legal action to collect amounts purportedly due; or that any accounts have been or will be turned over to any organization, attorney, or firm of attorneys, or persons with instructions to institute suit or other legal action unless respondent establishes that such is the fact;

8. Letters, notices or other communications in connection with the collection of respondent's accounts which have been prepared or originated by respondent have been prepared or originated by any other person, firm or corporation.

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

Issued: June 30, 1964.

By the Commission.

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

[F.R. Doc. 64-7556; Filed, July 29, 1964; 8:45 a.m.]

[Docket No. C-782]

PART 13—PROHIBITED TRADE PRACTICES

Colvinni Ltd. et al.

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

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, secs. 2-5, 54 Stat. 1128-1130; 15 U.S.C. 45, 68) [Cease and desist order, Colvinni Ltd., et al., New York, N.Y., Docket C-782, July 7, 1964]

In the Matter of Colvinni Ltd., a Corporation and Seymour F. Silver, Harold Silver, and Sol Bier, Individually and as Officers of Said Corporation

Consent order requiring New York City importers of wool products to cease violating the Wool Products Labeling Act by such practices as labeling sweaters falsely as "65% Mohair, 30% Wool, 5% Nylon", failing to label certain sweaters with the percentage of woolen and other fibers contained therein, and using the term "Mohair" in lieu of the word "Wool" on wool products labels without setting forth the correct percentage of the mohair present.

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

It is ordered, That respondents Colvinni Ltd., a corporation, and its officers, and Seymour F. Silver, Harold Silver, and Sol Bier, individually and as officers of said corporation, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction or the offering for sale, sale, transportation, distribution, or delivery for shipment, or shipment in commerce, of sweaters or other wool products, as "commerce" and "wool product" are defined in the Wool Products Labeling Act of 1939, do forthwith cease and desist from:

Misbranding such products by:

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

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

3. Using the term "Mohair" in lieu of the word "wool" in setting forth the required information on labels affixed to wool products without setting forth the correct percentage present.

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

Issued: July 7, 1964.

By the Commission.

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

[F.R. Doc. 64-7557; Filed, July 29, 1964; 8:45 a.m.]

[Docket No. C-779]

PART 13—PROHIBITED TRADE PRACTICES

Doubleday & Co., Inc., et al.

Subpart—Misrepresenting oneself and goods—Business status, advantages or connections: § 13.1390 *Concealed subsidiary, fictitious collection agency, etc.* Subpart—Threatening suits, not in good faith: § 13.2264 *Delinquent debt collection.* Subpart—Using misleading name—Vendor: § 13.2365 *Concealed subsidiary fictitious collection agency, etc.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Doubleday & Company, Inc., et al. Garden City, N.Y., Docket C-779, June 30, 1964]

In the Matter of Doubleday & Company, Inc., Nelson Doubleday, Inc., and The Literary Guild of America, Inc., Corporations

Consent order requiring a seller of books, in Garden City, N.Y., and its two subsidiaries to cease representing falsely, in letters and notices to purportedly delinquent customers, that, if payment was not made, the delinquent's name was transmitted to a credit reporting agency and his credit rating adversely affected; and by use of letterheads of the fictitious "The Mail Order Credit Reporting Association, Inc." and "Mr. John J. Murphy, Attorney at Law", that accounts had been, or would be, turned over to a bona fide collection agency or an outside attorney for collection or legal proceedings.

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

It is ordered, That respondents Doubleday & Company, Inc., Nelson Doubleday, Inc., and The Literary Guild of America, Inc., corporations, and their agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of books, publications or other merchandise, in commerce, as "commerce" is defined in the Federal

Trade Commission Act, do forthwith cease and desist from representing directly or by implication that:

1. (a) A customer's name will be or has been turned over to a bona fide credit reporting agency unless respondents establish that where payment is not received, the information of said delinquency is referred to a separate, bona fide credit reporting agency;

(b) A customer's general or public credit rating will be adversely affected unless respondents establish that where payment is not received, the information of said delinquency is referred to a separate, bona fide credit reporting agency or other business organizations;

2. Delinquent accounts will be or have been turned over to a bona fide, separate, independent collection agency or attorney for collection unless respondents in fact turn such accounts over to such agencies, or attorney;

3. Delinquent accounts will be turned over to an attorney to institute suit or other legal action where payment is not made, unless respondents establish that such is the fact;

4. Delinquent accounts have been or will be turned over to "The Mail Order Credit Reporting Association, Inc." for collection or any other purpose;

5. "The Mail Order Credit Reporting Association, Inc.", any fictitious name, or any trade name owned in whole or in part by respondents or over which respondents exercise operating control is an independent, bona fide collection or credit reporting agency;

6. "John J. Murphy" or any other person or firm is an outside, independent attorney at law or firm of attorneys representing respondents for collection of past due accounts unless respondents established that a bona fide attorney client relationship exists between respondents and said attorney or attorneys, for purposes of collecting such amounts;

7. Letters, notices or other communications in connection with the collection of respondents' accounts which have been prepared or originated by respondents have been prepared or originated by any other person, firm or corporation.

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

Issued: June 30, 1964.

By the Commission.

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

[F.R. Doc. 64-7558; Filed, July 29, 1964; 8:45 a.m.]

[Docket No. 7226 o.]

PART 13—PROHIBITED TRADE PRACTICES

Flotill Products, Inc., et al.

Subpart—Discriminating in price under section 2, Clayton Act—Payment or acceptance of commission, brokerage, or other compensation under 2(c): § 13.820 *Direct buyers;* [Discriminating in price under section 2, Clayton Act]—Payment for services or facilities for processing or sale under 2(d): § 13.824 *Advertising expenses.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 2, 49 Stat. 1526; 15 U.S.C. 13) [Cease and desist order, Flotill Products, Inc., Stockton, Calif., Docket 7226, June 26, 1964]

In the Matter of Flotill Products, Inc., a Corporation, Mrs. Meyer L. Lewis, Albert S. Heiser, and Arthur H. Heiser, Individually and as officers of Said Corporation

Order requiring Stockton, Calif., canners of various fruit and vegetable items such as peaches, friut cocktail, and tomatoes, to cease violating section 2(c) of the Clayton Act by such practices as granting an allowance of 2½ percent in lieu of brokerage on its total purchases to a large wholesale grocer which purchased directly without broker expense; and violating section 2(d) of the Act by granting promotional allowances to certain retail grocery chains without making comparable payments available to the chains' competitors.

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

It is ordered, That respondents Tillie Lewis Foods, Inc. (formerly Flotill Products, Inc.), a corporation, and Mrs. Meyer L. Lewis, Albert S. Heiser, and Arthur H. Heiser, individually and as officers of said corporation, and respondents' officers, agents, representatives and employees, directly or indirectly, through any corporate or other device, in or in connection with the sale of canned fruits and vegetables in commerce, as "commerce" is defined in the amended Clayton Act, do forthwith cease and desist from:

1. Paying, granting or allowing, directly or indirectly, to Nash-Finch Company, or to any other buyer, or to anyone acting for or in behalf of, or who is subject to the direct or indirect control of any such buyer, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, upon or in connection with any sale of respondents' products to any such buyer for his own account.

2. Paying or contracting for the payment of anything of value to or for the benefit of any customer of respondents as compensation or in consideration for any services or facilities furnished by or through such customer, in connection with the offering for sale, sale or distribution of any of respondents' products, unless such payment or consideration is made available on proportionally equal terms to all other customers competing in the distribution of such products with the favored customer.

It is further ordered, That, with the exception of findings numbered 105 through 110 which have not been reviewed, the initial decision, as modified, be, and it hereby is, adopted as the decision of the Commission.

It is further ordered, That respondents Tillie Lewis Foods, Inc. (formerly Flotill Products, Inc.), Mrs. Meyer L. Lewis, Albert S. Heiser and Arthur H. Heiser shall, within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with the order to cease and desist set forth herein.

By the Commission. Commissioner Elman's views are set forth in a separate opinion. Commissioner MacIntyre dissented in part. Commissioner Reilly did not participate for the reason he did not hear oral argument.

Issued: June 26, 1964.

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

[F.R. Doc. 64-7559; Filed, July 29, 1964; 8:45 a.m.]

[Docket No. C-784]

PART 13—PROHIBITED TRADE PRACTICES

Grace's Inc., and George Marshall Trammell Jr.

Subpart—Advertising falsely or misleadingly: § 13.155 *Prices:* 13.155-15 Comparative; 13.155-40 Exaggerated as regular and customary. Subpart—Invoicing products falsely: § 13.1108 *Invoicing products falsely:* 13.1108-45 Fur Products Labeling Act. Subpart—Misbranding or mislabeling: § 13.1185 *Composition:* 13.1185-30 Fur Products Labeling Act; § 13.1212 *Formal regulatory and statutory requirements:* 13.1212-30 Fur Products Labeling Act; § 13.1280 *Price.* Subpart—Misrepresenting oneself and goods—Prices: § 13.1785 *Comparative;* § 13.1805 *Exaggerated as regular and customary.* Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1845 *Composition:* 13.1845-30 Fur Products Labeling Act; § 13.1852 *Formal regulatory and statutory requirements:* 13.1852-35 Fur Products Labeling Act; § 13.1865 *Manufacture or preparation:* 13.1865-40 Fur Products Labeling Act; § 13.1900 *Source or origin:* 13.1900-40 Fur Products Labeling Act: 13.1900-40 (b) Place.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; sec. 8, 65 Stat. 179; 15 U.S.C. 45, 69f) [Cease and desist order, Grace's Inc., et al., Nashville, Tenn., Docket C-784, July 8, 1964]

In the Matter of Grace's Inc., a Corporation, and George Marshall Trammell, Jr., Individually and as an Officer of Said Corporation

Consent order requiring retail furriers in Nashville, Tenn., to cease violating the Fur Products Labeling Act by representing falsely, in advertising and on labels, that prices of fur products were reduced from former prices which were, in fact, fictitious; failing, in invoicing and advertising, to show the true animal name of fur and the country of origin of imported furs, and to use the word "natural" for fur that was not bleached or dyed; failing, on invoices, to disclose when fur was artificially colored and to use the terms "Persian Lamb" and "Dyed Broadtail-processed Lamb" as re-