

[3195-01]

Executive Order 12014

October 19, 1977

Relating to the President's Award for Distinguished Federal Civilian Service

By virtue of the authority vested in me by the Constitution and statutes of the United States of America, and as President of the United States of America, the Distinguished Civilian Service Awards Board is hereby abolished and Executive Order No. 10717, as amended, is further amended by deleting Sections 3, 4, 5, 6, 7, 8 and 9 and by adding the following new Sections:

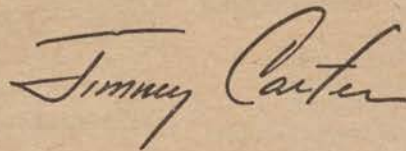
"SEC. 3. The Chairman of the United States Civil Service Commission shall advise and assist the President in selecting persons to receive this award. In performing this function, the Chairman shall carefully review nominations submitted pursuant to the provisions of Section 4 of this Order and decide which of them, if any, warrant presentation to the President. The Chairman shall thereupon transmit to the President the names of those persons who, in the opinion of the Chairman, merit the award, together with a statement of the reasons therefor. Recipients for the award shall be selected by the President.

"SEC. 4. The form and procedures for making nominations for this award shall be prescribed by the Chairman of the United States Civil Service Commission, in accord with the following principles:

"(a) The Chairman shall be guided in the performance of this function by the provisions of Section 4504 and 4505 of Title 5 of the United States Code, and by additional criteria which the Chairman may prescribe.

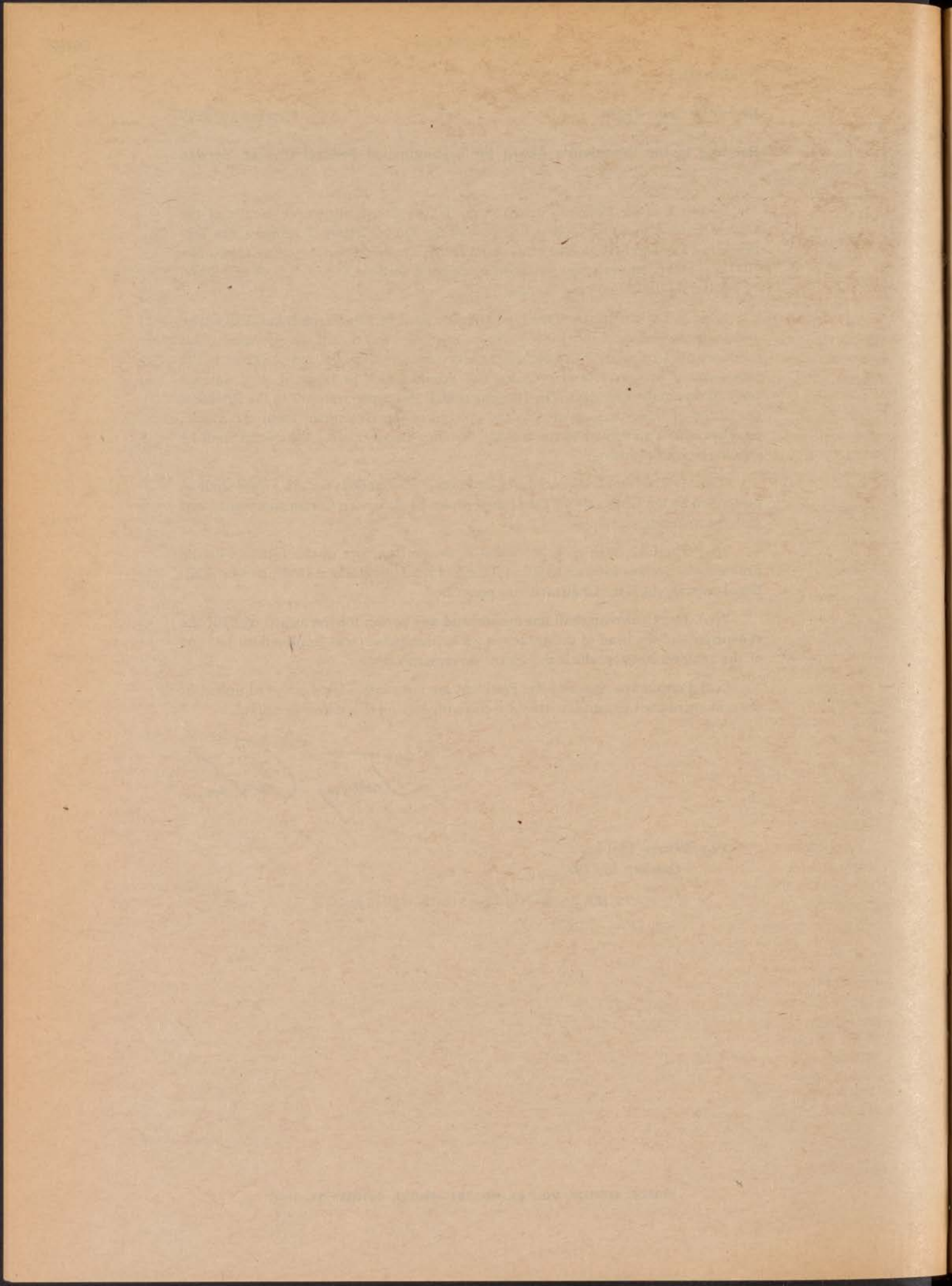
"(b) The Chairman shall not recommend any person for the award without the concurrence of the head of the agency in which that person was employed at the time of the achievement for which the award is recommended.

"(c) Persons appointed by the President are not eligible for this award unless, in the opinion of the Commission, they are currently serving in a career position."



THE WHITE HOUSE,
October 19, 1977.

[FR Doc.77-30906 Filed 10-19-77;5:13 pm]



rules and regulations

This section of the FEDERAL REGISTER contains regulatory documents having general applicability and legal effect most of which are keyed to and codified in the Code of Federal Regulations, which is published under 50 titles pursuant to 44 U.S.C. 1510.

The Code of Federal Regulations is sold by the Superintendent of Documents. Prices of new books are listed in the first FEDERAL REGISTER issue of each month.

[6325-01]

Title 5—Administrative Personnel

CHAPTER I—CIVIL SERVICE COMMISSION

PART 213—EXCEPTED SERVICE

Department of the Army

AGENCY: Civil Service Commission.

ACTION: Final rule.

SUMMARY: One position of Special Assistant to the Assistant Secretary of the Army (Manpower and Reserve Affairs) is excepted under Schedule C because it is confidential in nature.

EFFECTIVE DATE: October 21, 1977.

FOR FURTHER INFORMATION CONTACT:

William Bohling, 202-632-4533.

Accordingly, 5 CFR 213.3307(c) (1) is added as set out below:

§ 213.3307 Department of the Army.

(c) Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs).

(1) One Special Assistant to the Assistant Secretary of the Army (Manpower and Reserve Affairs).

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

UNITED STATES CIVIL SERVICE COMMISSION,
JAMES C. SPRY,
*Executive Assistant
to the Commissioners.*

[FR Doc.77-30728 Filed 10-20-77; 8:45 am]

[6325-01]

PART 213—EXCEPTED SERVICE

Agency for International Development

AGENCY: Civil Service Commission.

ACTION: Final rule.

SUMMARY: The position of Confidential Assistant to the Assistant Administrator for Program and Policy Coordination is excepted under Schedule C because it is confidential in nature.

EFFECTIVE DATE: October 21, 1977.

FOR FURTHER INFORMATION CONTACT:

William Bohling, 202-632-4533.

Accordingly, 5 CFR 213.3368(1) (1) is added as set out below:

§ 213.3368 Agency for International Development.

(1) Office of the Assistant Administrator for Program and Policy Coordination.

(1) One Confidential Assistant to the Assistant Administrator.

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

UNITED STATES CIVIL SERVICE COMMISSION,
JAMES C. SPRY,
*Executive Assistant
to the Commissioners.*

[FR Doc.77-30729 Filed 10-20-77; 8:45 am]

[3410-02]

Title 7—Agriculture

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

[Lemon Reg. 116]

PART 910—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

AGENCY: Agricultural Marketing Service, USDA.

ACTION: Final rule.

SUMMARY: This regulation establishes the quantity of fresh California-Arizona lemons that may be shipped to market during the period October 23-29, 1977. Such action is needed to provide for orderly marketing of fresh lemons for this period due to the marketing situation confronting the lemon industry.

EFFECTIVE DATE: October 23, 1977.

FOR FURTHER INFORMATION CONTACT:

Charles R. Brader, 202-447-3545.

SUPPLEMENTARY INFORMATION: Findings. Pursuant to the marketing agreement, as amended, and Order No. 910, as amended (7 CFR Part 910), regulating the handling of lemons grown in California and Arizona, effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations and information submitted by the Lemon Administrative Committee, and upon other information, it is found that the limitation of handling of lemons, as hereafter provided, will tend to effectuate the declared policy of the act.

The committee met on October 18, 1977, to consider supply and market conditions and other factors affecting the need for regulation and recommended a quantity of lemons deemed advisable to

be handled during the specified week. The committee reports the demand for lemons is good on 115's and larger, steady on 140's, and easier on 165's and smaller.

It is further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rulemaking, and postpone the effective date until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 553), because of insufficient time between the date when information became available upon which this regulation is based and the effective date necessary to effectuate the declared policy of the act. Interested persons were given an opportunity to submit information and views on the regulation at an open meeting. It is necessary to effectuate the declared purposes of the act to make these regulatory provisions effective as specified, and handlers have been apprised of such provisions and the effective time.

§ 910.416 Lemon Regulation 116.

(a) Order. The quantity of lemons grown in California and Arizona which may be handled during the period October 23, 1977, through October 29, 1977, is established at 200,000 cartons.

(b) As used in this section, "handled" and "carton(s)" mean the same as defined in the marketing order.

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

Dated: October 13, 1977.

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

[FR Doc.77-30982 Filed 10-20-77; 11:59 pm]

[1505-01]

Title 16—Commercial Practices

CHAPTER II—CONSUMER PRODUCT SAFETY COMMISSION

PART 1012—MEETINGS: ADVANCE PUBLIC NOTICE, PUBLIC ATTENDANCE, AND RECORDKEEPING

Correction

In FR Doc. 77-27978, appearing on page 48875 in the issue of Monday, September 26, 1977, the following changes should be made:

1. The heading of § 1012.5, now reading "Recordkeeping categories," should read, "Agency meetings: requirements for advance public notice and attendance by the public".

2. Immediately below the section heading, the paragraph designated (a) (1) should be designated (b) (1).

[6750-01]

CHAPTER I—FEDERAL TRADE
COMMISSION

[Docket No. 9052]

PART 13—PROHIBITED TRADE PRACTICES,
AND AFFIRMATIVE CORRECTIVE
ACTIONS

New Rapids Carpet Center, Inc., et al.

AGENCY: Federal Trade Commission.

ACTION: Final Order.

SUMMARY: This order, among other things, requires Lee Kanter, a/k/a Lee Woods, a Bronx, N.Y. retailer of carpets, furniture and major appliances, to cease using bait and switch tactics and other unfair and deceptive techniques in the advertising and sale of his products, and to cease failing to make material disclosures in contracts regarding quantity/unit cost data, and customers' right to cancellation and refunds. The firm must advise delinquent customers of impending collection suits and bring such suits only in the county where the customer resides or signed the contract. Additionally, the order requires the firm to provide consumers, in connection with the extension of consumer credit, such material disclosures as required by Federal Reserve System regulations.

DATES: Complaint issued August 26, 1975; Final Order issued July 26, 1977.

FOR FURTHER INFORMATION CONTACT:

Jack Dugan, Acting Director, New York Regional Office, Federal Trade Commission, 2243-EB Federal Building, 26 Federal Plaza, New York, N.Y. 10007, 212-264-1207.

SUPPLEMENTARY INFORMATION: In the Matter of New Rapids Carpet Center, Inc., a corporation; Charge Account Factors, Inc., a corporation; Charge Account Credit Corp., a corporation; and Lee Kanter, a/k/a Lee Woods, individually and as General Manager of New Rapids Carpet Center, Inc., as an officer of Charge Account Factors, Inc. and Charge Account Credit Corp., and as an individual doing business as New Rapids Furniture Warehouses, Inc., (formerly a New York corporation dissolved by proclamation of the Secretary of State on December 15, 1970).

The prohibited trade practices and/or affirmative corrective actions, as codified under 16 CFR 13, are as follows:

Subpart—Advertising Falsely or Misleadingly: § 13.10 Advertising falsely or misleadingly; § 13.10-1 Availability of merchandise and/or facilities; § 13.15 Business status, advantages or connections; § 13.15-105 Identity; § 13.15-120 Individual being corporation; § 13.15-275 Stock, product, or service; § 13.20 Comparative data or merits; § 13.32 Connection of others with goods; § 13.70 Fictitious or misleading guarantees; § 13.73 Formal regulatory and statutory requirements; § 13.73-92 Truth in Lending

Act; § 13.75 Free goods or services; § 13.155 Prices; § 13.155-10 Bait; § 13.155-75 Product or quantity covered; § 13.155-95 Terms and conditions; § 13.155-95(a) Truth in Lending Act; § 13.160 Promotional sales plans; § 13.205 Scientific or other relevant facts; § 13.260 Terms and conditions; § 13.275 Undertakings, in general. Subpart—Contracting for Sale in any Form Binding on Buyer Prior to End of Specified Time Period: § 13.527 Contracting for sale in any form binding on buyer prior to end of specified time period. Subpart—Corrective Actions and/or Requirements: § 13.533 Corrective actions and/or requirements; § 13.533-20 Disclosures; § 13.533-37 Formal regulatory and/or statutory requirements; § 13.533-55 Refunds, rebates and/or credits. Subpart—Delaying or Withholding Corrections, Adjustments or Action Owed: § 13.675 Delaying or withholding corrections, adjustments or action owed. Subpart—Disparaging Products, Merchandise, Services, Etc.: § 13.1042 Disparaging products, merchandise, services, etc. Subpart—Enforcing Dealings or Payments Wrongfully: § 13.1045 Enforcing dealings or payments wrongfully. Subpart—Misrepresenting Oneself and Goods—Business Status, Advantages or Connections: § 13.1395 Connections and arrangements with others; § 13.1440 Identity; § 13.1448 Individual or private business as cooperative or corporation; § 13.1565 Trade names; § 13.1570 Stock, product or service. —Goods: § 13.1575 Comparative data or merits; § 13.1623 Formal regulatory and statutory requirements; § 13.1623-95 Truth in Lending Act; § 13.1625 Free goods or services; § 13.1647 Guarantees; § 13.1740 Scientific or other relevant facts; § 13.1760 Terms and conditions; § 13.1760-50 Sales contract. —Prices: § 13.1779 Bait; § 13.1823 Terms and conditions; § 13.1823-20 Truth in Lending Act. —Promotional Sales Plans: § 13.1830 Promotional sales plans. Subpart—Neglecting, Unfairly or Deceptively, To Make Material Disclosure: § 13.1852 Formal regulatory and statutory requirement; § 13.1852-75 Truth in Lending Act; § 13.1882 Prices; § 13.1892 Sales contract, right-to-cancel provision; § 13.1895 Scientific or other relevant facts; § 13.1905 Terms and conditions; § 13.1905-50 Sales contract; § 13.1905-60 Truth in Lending Act. Subpart—Offering Unfair, Improper and Deceptive Inducements to Purchase or Deal: § 13.1955 Free goods; § 13.1980 Guarantee, in general; § 13.2013 Offers deceptively made and evaded; § 13.2063 Scientific or other relevant facts; § 13.2080 Terms and conditions; § 13.2090 Undertakings, in general. Subpart—Securing Orders by Deception: § 13.2170 Securing orders by deception.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 82 Stat. 146, 147; 15 U.S.C. 45, 1601, et seq.)

The final order issued by the Commission is as follows:

FINAL ORDER

The administrative law judge filed his initial decision in this matter on January 19, 1977, and service was completed on February 14, 1977. Neither party filed an appeal from the initial decision. However, by letter of February 19, 1977, counsel for respondents requested that the Commission issue an order placing this matter on its own docket for review, pursuant to Section 3.53 of the Commission's Rules of Practice. On February 22, 1977, complaint counsel filed its opposition to respondents' request. By order of March

14, 1977, the Commission stayed the effective date of the initial decision until further order of the Commission.

The ground upon which respondents' counsel bases his request is the assertion that "the Findings of Fact set forth by the Administrative Law Judge do not support the order * * *." No reasons are provided for this assertion.

The Commission has determined to deny respondents' request that this matter be placed on the Commission's own docket for review. The appropriate method by which respondents should have sought Commission review of the initial decision was by filing an appeal under Section 3.52 of the Commission's Rules. In any event, respondents have furnished no reasons, and the Commission can discern none, why the findings of fact do not support the order. However, the Commission has determined to place this matter on its own docket for review for the limited purposes of correcting technical errors in the initial decision and determining the appropriateness of the order recommended by the administrative law judge, in accordance with Sections 3.51(a) and 3.54 of the Commission's Rules. The Commission has determined that the initial decision should become effective as provided in Section 3.51 of the Commission's Rules, with the following modifications:

(1) In Finding 22, line 6, insert "in" between "only" and "New".

(2) Add Table II, which had been inadvertently omitted from Finding 71 in the printed edition of the initial decision, to that Finding.

(3) In the first paragraph of Part IV of the order, line 6, substitute "municipal" for "minicipal".

(4) In lieu of the last order provision in Part IV pertaining to notification by the individual respondent of changes in his business or employment, substitute:

It is further ordered, That: the individual respondent named herein promptly notify the Commission of the discontinuance of his present business or employment and of his affiliation with a new business or employment. In addition, for a period of ten years from the effective date of this order, the respondent shall promptly notify the Commission of each affiliation with a new business or employment. Each such notice shall include the respondent's new business address and a statement of the nature of the business or employment in which the respondent is newly engaged as well as a description of respondent's duties and responsibilities in connection with the business or employment. The expiration of the notice provision of this paragraph shall not affect any other obligation arising under this order.

Therefore, it is ordered that the initial decision and order contained therein, as modified above, shall become effective on the date of issuance of this order.

The order to cease and desist in the initial decision, as modified above, is as follows:

ORDER

I

It is ordered, That respondent Lee Kanter, a/k/a Lee Woods, individually, and as a former General Manager of New Rapids Car-

1 Copies of the Complaint, Initial Decision, and Final Order filed with the original document.

pet Center, Inc., and as an individual doing business, as New Rapids Furniture Warehouses, Inc. and respondent's agents, representatives and employees, directly or through any corporation, subsidiary, division or other device, in connection with the advertising, offering for sale, sale or distribution of carpets, furniture, appliances and other merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. (a) Using "Inc." in the trade name used to designate the business operated by him individually, or otherwise representing in any manner that said business is incorporated or operated by a corporation.

(b) Obtaining sales leads or prospects arising out of any advertising other than Respondent's own for the purpose of selling or offering to sell the advertised product without selling or offering to sell such product pursuant to all the advertised items, unless fair notice is given at the time of the first sales approach of (1) the separate identities of the advertiser to seller and (2) any difference in their prices or other conditions of sale of the advertised product.

2. Using, in any manner, a sales plan, scheme, or device wherein false, misleading or deceptive statements or representations are made or adopted in order to obtain leads or prospects for the sale of carpeting or other merchandise or services.

3. Making representations, orally or in writing, directly or by implication, purporting to offer merchandise for sale when the purpose of the representation is not to sell the offered merchandise but to obtain leads or prospects for the sale of other merchandise at higher prices.

4. Disparaging, in any manner, or discouraging the purchase of any merchandise services which are advertised or offered for sale.

5. Failing to disclose clearly and conspicuously in all carpeting sales contracts the quantity sold and the price per square yard for such carpeting.

6. Misrepresenting, orally, visually, in writing or in any other manner, directly or by implication, the nature of any gift and the conditions under which it is given.

7. Failing to make delivery to respondent's customers of any gift or bonus product advertised or offered in connection with the purchase of carpeting or any other merchandise.

8. Contracting for any sale whether in the form of trade acceptance, conditional sales contract, promissory note, or otherwise which shall become binding on the buyer prior to midnight of the third day, excluding Sundays and legal holidays, after the date of execution.

9. Failing to furnish the buyer with a fully completed receipt or copy of any contract pertaining to such sale at the time of its execution, which is in the same language as that principally used in the oral sales presentation and which shows the date of the transaction and contains the name and address of the seller, and in immediate proximity to the space reserved in the contract for the signature of the buyer or on the front page of the receipt if a contract is not used and in bold face type of a minimum size of 10 points, a statement in substantially the following form:

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

10. Failing to furnish each buyer, at the time he signs the sales contract or otherwise agrees to buy consumer goods or services from the seller, a completed form in dupli-

cate, captioned "Notice of Cancellation", which shall be attached to the contract or receipt and easily detachable, and which shall contain in 10 point boldface type the following information and statements in the same language as that used in the contract:

NOTICE OF CANCELLATION
(enter date of transaction)

(Date)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to _____ at _____
(Name of seller)

(Address of seller's place of business)

not later than midnight of _____

I Hereby Cancel This Transaction.

(Date)

(Buyer's signature)

11. Failing, before furnishing copies of the "Notice of Cancellation" to the buyer, to complete both copies by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which the buyer may give notice of cancellation.

12. Failing to inform each buyer orally, at the time he signs the contract or purchases the goods or services, of his right to cancel.

13. Misrepresenting, directly or indirectly, orally or in writing, the buyer's right to cancel.

14. Failing or refusing to honor any valid notice of cancellation by a buyer and within 10 business days after the receipt of such notice, to (i) refund all payments made under the contract or sale; (ii) return any goods or property traded in, in substantially as good condition as when received by the seller; (iii) cancel and return any negotiable instrument executed by the buyer in connection with the contract or sale and take any action necessary or appropriate to terminate promptly any security interest created in the transaction.

15. Negotiating, transferring, selling or assigning any note or other evidence of indebtedness to a finance company or other third party prior to midnight of the fifth business day following the day the contract was signed or the goods or services were purchased.

16. Failing, within 10 business days of receipt of the buyer's notice of cancellation, to notify him whether the seller intends to repossess or to abandon any shipped or delivered goods.

Provided, however, That nothing contained in this order shall relieve respondents of any additional obligations respecting contracts required by Federal law or the law of the State in which the contract is made. When such obligations are inconsistent, respondents can apply to the Commission for relief from this provision with respect to contracts executed in the State in which such different obligations are required. The Commission, upon a showing of inconsistency shall make such modifications as may be warranted in the premises.

17. Representing, orally or in writing, directly or by implication, that any product or service is guaranteed unless the nature and extent of the guarantee, the identity of the guarantor, and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed; and respondents deliver to each purchaser, prior to the signing of the sales contract, a written guarantee clearly setting forth all of the terms, conditions and limitations of the guarantee equal to the representations, orally or in writing, directly or by implication, made to each such purchaser, and unless respondents promptly and fully perform all of their obligations and requirements under the terms of each such guarantee.

Nothing in this order shall be construed to relieve respondent of his duty to comply with present and future laws, regulations and rules dealing with warranties or guarantees.

II

IT IS ORDERED that respondent Lee Kanter, a/k/a Lee Woods, individually, and as a former General Manager of New Rapids Carpet Center, Inc. and as a former officer of Charge Account Factors, Inc. and as a former officer of Charge Account Credit Corp., all of which corporations are now defunct, and as an individual doing business as New Rapids Furniture Warehouses, Inc., and respondent's agents, representatives and employees, directly or through any corporation, subsidiary, division or other device in connection with the collection of consumer debts, shall forthwith cease and desist from:

Failing to give customer-debtors the opportunity to provide respondents with an affirmative statement as to the reason for any alleged default in payment and to furnish the alleged debtor along with the first notice of an alleged default, a self-addressed stamped postcard allowing customer-debtors to either deny liability completely, or to dispute the amount of the debt, or to indicate any other reason for non-payment of the debt. The form of the postcard shall be as follows:

"I have not paid this bill for the following reason:

1. () It's a mistake. I don't owe anything because _____

2. () It's a mistake. The balance should only be \$ _____

3. () State any other reason for nonpayments: _____

It is further ordered, That upon receipt of said card indicating the reason for non-payment, all further collection attempts shall be temporarily discontinued and respondent shall designate a responsible individual within respondent's organization who shall make an effort to arrive at a fair and equitable adjustment.

It is further ordered, That respondent shall commence legal action against his customers only:

1. Where the debtor does not return the postcard within thirty days after the date of mailing, or

2. Where in the reply the debtor has indicated a dispute over the debt and respondent's representative has made a good faith effort to arrive at a mutually satisfactory resolution of the dispute and such efforts have been unsuccessful.

It is further ordered, That: 1. Where respondent brings suit against a consumer for non-payment of any amount claimed to be due on account of retail purchase or extension of credit in connection with such purchase or on account of any contract or security instrument in connection with such purchase, respondents shall notify such consumer of such suit by sending a copy first class mail with certificate of mailing and "do not forward" and "address correction requested" noted thereupon, to the last known address of such consumer, in addition to any other notification or service required by any other applicable federal, state or local law, rule, practice or custom.

2. Respondent shall send a second notice of suit, in the form and manner described in subparagraph 1 above:

a. To the consumer at a new address when a new address is secured as a result of the first mailing, or

b. To the consumer in care of his place of employment, if known, when the U.S. Postal Service returns the original notice, indicating inability to make delivery and without an address correction noted thereon. Nothing on the outside of any envelope sent care of such place of employment shall indicate the nature of the contents thereof or that it involves a claimed debt; and the envelope shall have as the return address thereon only a post office box address or a vendor's name.

Provided, however, That respondents shall not send any notice of suit to a consumer in care of his place of employment unless notice has been attempted under 1 and 2(a) above.

It is further ordered, That where respondents bring suit against any consumer for non-payment of any amount claimed to be due on account of a retail purchase by such consumer or extension of credit in connection with such purchase or on account of any contract or security instrument in connection with such purchase, respondent shall not bring suit except in the county where the defendant:

1. resides at the commencement of the action, or
2. signed the contract.

This provision shall not preempt any rule of law further limiting choice of forum.

It is further ordered, That when respondents have received satisfaction or partial satisfaction of a judgment, respondents shall within 10 days of the receipt, execute and file a satisfaction piece or partial satisfaction piece with the Clerk of the Court in which the judgment has been obtained.

It is further ordered, That respondents prepare and mail to all customers who have signed retail installment contracts which are not completely paid up, quarterly statements which shall include the previous balance at the beginning of the quarter, the payments made during the quarter, interest and late charges, if any, and the balance due as the date of mailing.

III

It is ordered, That respondent Lee Kanter, a/k/a Lee Woods, individually and as a former General Manager of New Rapids Carpet Center, Inc., and as an individual doing business as New Rapids Furniture Warehouses, Inc., as a former officer of Charge Account Factors Inc. and a former officer of Charge Account Credit Corp. and respondent's agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with any extension of consumer credit or any advertisement to aid, promote or assist directly

or indirectly any extension of consumer credit as "consumer credit" and "advertisement" are defined in Regulation Z (12 CFR 226) of the Truth in Lending Act (Pub. L. 90-321, 15 U.S.C. 1601 et seq.), do forthwith cease and desist from:

1. Failing to disclose, before the transaction is consummated, as required by Section 226.8(a), the following:

(a) The amount, or method of computing the amount, of any default, delinquency, or similar charges payable in the event of late payments as required by Section 226.8(b) (4) of Regulation Z.

(b) Identification of the method of computing any unearned portion of the finance charge in the event of prepayment of the obligation, and a statement of the amount or method of computation of any charge that may be deducted from the amount of any rebate of such unearned finance charge that will be credited to the obligation or refunded to the customer as required by Section 226.8 (b) (7) of Regulation Z.

(c) The amount of the finance charge, as required by Section 226.8(c) (8) (i) of Regulation Z.

(d) The annual percentage rate, computed in accordance with Section 226.5 of Regulation Z, as required by Section 226.8(b) (2) of Regulation Z.

2. Failing to use the term "unpaid balance of cash price" to describe the difference between the cash price and the total downpayment, as required by Section 226.8(c) (3) of Regulation Z.

3. Failing to disclose the sum of the cash price, all charges which are included in the amount financed but which are not part of the finance charge, and the finance charge, and to describe that sum as the "deferred payment price", as prescribed by Section 226.8(c) (8) (ii) of Regulation Z.

4. Failing, in any consumer credit transaction or advertisement, to make all disclosures determined in accordance with Section 226.4 and Section 226.5 of Regulation Z, at the time and in the manner, form and amount required by Section 226.6, Section 226.7, Section 226.8, Section 226.9 and Section 226.10 of Regulation Z.

IV

It is further understood that nothing contained in this order shall be construed in any way to annul, invalidate, repeal, terminate, modify or exempt respondent from complying with agreements, orders or directives of any kind obtained by any other agency or act as a defense to action instituted by municipal or state regulatory agencies.

Nothing in this order shall be construed to imply that any past or future conduct of respondent is subject to and complies with the rules and regulations of, or the statutes administered by the Federal Trade Commission.

It is further ordered, That respondent deliver a copy of this order to cease and desist to all present and future personnel of respondent engaged in the consummation of any extension of consumer credit and in the collection of debts, or in any aspect of preparation, creation, or placement of advertising, and that respondent secure a signed statement acknowledging receipt of said order from each such person.

It is further ordered, That the individual respondent named herein promptly notify the Commission of the discontinuance of his present business or employment and of his affiliation with a new business or employment. Such notice shall include respondent's current business or employment in which he is engaged, as well as a description of the duties and responsibilities.

CAROL M. THOMAS,
Secretary.

[FR Doc.77-30792 Filed 10-20-77; 8:45 am]

[4810-22]

Title 19—Customs Duties

CHAPTER I—UNITED STATES CUSTOMS SERVICE, DEPARTMENT OF THE TREASURY

[T.D. 77-258]

PART 153—ANTIDUMPING

Antidumping—Pressure Sensitive Plastic Tape Measuring Over One and Three-Eighths Inches in Width and Not Exceeding Four Millimeters in Thickness From Italy

AGENCY: United States Treasury Department.

ACTION: Finding of dumping.

The Secretary of the Treasury makes public a finding of dumping with respect to pressure sensitive plastic tape from Italy. Section 153.46, Customs Regulations, amended.

SUMMARY: This notice is to advise the public that separate investigations conducted under the Antidumping Act, 1921, as amended, by the U.S. Treasury Department and the U.S. International Trade Commission, respectively, have resulted in determinations that certain pressure sensitive plastic tape from Italy is being, or is likely to be, sold at less than fair value and that these sales are injuring an industry in the United States. On this basis, a finding of dumping is being issued and, generally, all unappraised entries of this merchandise will be liable for the possible assessment of special dumping duties.

EFFECTIVE DATE: October 21, 1971.

FOR FURTHER INFORMATION CONTACT:

David R. Chapman, Operations Officer, Duty Assessment Division, United States Customs Service, 1301 Constitution Avenue NW., Washington, D.C. 20229, 202-566-5492.

SUPPLEMENTARY INFORMATION: Section 201(a) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(a)), gives the Secretary of the Treasury responsibility for the determination of sales at less than fair value. Pursuant to this authority the Secretary of the Treasury has determined that pressure sensitive plastic tape measuring over one and three-eighths inches in width and not exceeding four millimeters in thickness from Italy, except that produced and sold by Plasturopa, is being, or is likely to be, sold at less than fair value within the meaning of section 201(a) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(a)). (Published in the FEDERAL REGISTER of May 31, 1977 (42 FR 27705).)

Section 201(a) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(a)), gives the United States International Trade Commission responsibility for the determination of injury or likelihood of injury. The United States International Trade Commission has determined, and on August 31, 1977, it notified the Secretary of the Treasury, that an industry in the United States is being injured by reason of the impor-

tation of pressure sensitive plastic tape measuring over one and three-eighths inches in width and not exceeding four millimeters in thickness from Italy that is being, or is likely to be, sold at less than fair value within the meaning of the Antidumping Act, 1921, as amended. (Published in the FEDERAL REGISTER of September 7, 1977 (42 FR 44853)).

On behalf of the Secretary of the Treasury, I hereby make public these determinations, which constitute a finding of dumping with respect to pressure sensitive plastic tape measuring over one and three-eighths inches in width and not exceeding four millimeters in thickness from Italy, except that produced and sold by Plasturopa—SIPA S.A.S., Montemurlo (Florence), Italy.

Accordingly, § 153.46 of the Customs Regulations (19 CFR 153.46) is amended by adding the following to the list of findings of dumping currently in effect.

Merchandise	Country	Treasury decision
Pressure sensitive plastic tape measuring over 1 3/8 in in width and not exceeding 4 mm in thickness, except that manufactured and exported by Plasturopa—SIPA S.A.S., Montemurlo (Florence), Italy.	Italy.....	77-258

(Secs. 201, 407, 42 Stat. 11, as amended, 18; 19 U.S.C. 160, 173.)

ROBERT H. MUNDHEIM,
General Counsel of the Treasury.

OCTOBER 18, 1977.

[FR Doc.77-30769 Filed 10-20-77;8:45 am]

[4110-03]

Title 21—Food and Drugs

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

SUBCHAPTER B—FOOD FOR HUMAN CONSUMPTION

[Docket No. 76N-0053]

PART 155—CANNED VEGETABLES

Canned Green Beans and Canned Wax Beans; Confirmation of Effective Date of Amendments

AGENCY: Food and Drug Administration.

ACTION: Final rule.

SUMMARY: This document confirms the effective date of revised standards of identity and quality for canned green beans and canned wax beans. The revised standards were published in the FEDERAL REGISTER of June 14, 1977 (42 FR 30358) to provide for a maximum liquid content requirement for vacuum-packed beans and a method for determining the quantity of liquid in the container.

EFFECTIVE DATES: Voluntary compliance may have begun August 15, 1977. Mandatory compliance is required for all

products initially introduced into interstate commerce: July 1, 1979.

FOR FURTHER INFORMATION CONTACT:

Benjamin M. Gutterman, Bureau of Foods (HFF-402), Food and Drug Administration, Department of Health, Education, and Welfare, 200 C St. SW., Washington, D.C. 20204, 202-245-1231.

SUPPLEMENTARY INFORMATION: The Commissioner of Food and Drugs issued in the FEDERAL REGISTER of June 14, 1977 (42 FR 30358) a final regulation revising the standards of identity and quality (21 CFR 155.120 (a) and (b)) for canned green beans and canned wax beans. No objections were received in response to the final regulation.

Therefore, under the Federal Food, Drug, and Cosmetic Act (secs. 401, 701 (e), 52 Stat. 1046 as amended, 70 Stat. 919 as amended (21 U.S.C. 341, 371(e))) and under authority delegated to the Commissioner (21 CFR 5.1), notice is given that compliance with § 155.120 (a) and (b) promulgated in the FEDERAL REGISTER of June 14, 1977 (42 FR 30358) may have begun August 15, 1977, and all products initially introduced into interstate commerce on or after July 1, 1979, shall fully comply.

Dated: October 12, 1977.

WILLIAM F. RANDOLPH,
Acting Associate Commissioner
for Compliance.

[FR Doc.177-30560 Filed 10-20-77;8:45 am]

[4110-03]

SUBCHAPTER E—ANIMAL DRUGS, FEEDS, AND RELATED PRODUCTS

PART 510—NEW ANIMAL DRUGS

Subpart G—Sponsors of Approved Applications

PART 558—NEW ANIMAL DRUGS FOR USE IN ANIMAL FEEDS

Tylosin

AGENCY: Food and Drug Administration.

ACTION: Final rule.

SUMMARY: The animal drug regulations are amended to reflect approval of a new animal drug application filed by Good-Life Chemicals, Inc., for a tylosin premix to be used for the subsequent manufacture of a complete swine feed for increased rate of weight gain and improved feed efficiency.

EFFECTIVE DATE: October 21, 1977.

FOR FURTHER INFORMATION CONTACT:

Jack C. Taylor, Bureau of Veterinary Medicine (HFV-136), Food and Drug Administration, Department of Health, Education, and Welfare, 5600 Fishers Lane, Rockville, Md. 20857, 301-443-5247.

SUPPLEMENTARY INFORMATION: Good-Life Chemicals, Inc., Good-Life

Drive, P.O. Box 687, Effingham, Ill. 62401, filed a new animal drug application (110-045) to provide for safe and effective use of 10 grams of tylosin (as tylosin phosphate) per pound of premix.

In accordance with the freedom of information regulations and § 514.11(e) (2) (ii) of the animal drug regulations (21 CFR 514.11(e) (2) (ii)), a summary of safety and effectiveness data and information submitted to support approval of this application is released publicly. The summary is available for public examination at the office of the Hearing Clerk (HFC-20), Rm. 4-65, 5600 Fishers Lane, Rockville, Md. 20857, from 9 a.m. to 4 p.m., Monday through Friday, except on Federal holidays.

Therefore, under the Federal Food, Drug, and Cosmetic Act (sec. 512(i), 82 Stat. 347 (21 U.S.C. 360b(i))) and under authority delegated to the Commissioner of Food and Drugs (21 CFR 5.1), Parts 510 and 558 are amended as follows:

1. In Part 510, § 510.600 is amended by adding a new sponsor alphabetically to paragraph (c) (1) and numerically to paragraph (c) (2), to read as follows:

§ 510.600 Names, addresses, and code numbers of sponsors of approved applications.

(c) * * *

(1) * * *

Drug
listing
No.

Firm name and address:

* * * * *

Good-Life Chemicals, Inc., Good-Life Drive, P.O. Box 687, Effingham, Ill. 62401..... 021810

(2) * * *

Drug
listing
No.

Firm name and address

* * * * *

021810... Good-Life Chemicals, Inc., Good-Life Drive, P.O. Box 687, Effingham, Ill. 62401.

2. In Part 558, § 558.625 is amended by adding new paragraph (b) (52) to read as follows:

§ 558.625 Tylosin.

(b) * * *

(52) To 021810: 10 grams per pound; paragraph (f) (1) (vi) (a) of this section.

Effective date. This regulation becomes effective on October 21, 1977.

(Sec. 512(i), 82 Stat. 347 (21 U.S.C. 360b(i)))

Dated: October 13, 1977.

C. D. VAN HOUWELING,
Director, Bureau of Veterinary
Medicine.

[FR Doc.77-30730 Filed 10-20-77;8:45 am]