

Teaching level

- (3) 10. Inspect, check, service, troubleshoot, and repair engine temperature, pressure, and r.p.m. indicating systems.

B. ENGINE FIRE PROTECTION SYSTEMS

- (3) 11. Inspect, check, service, troubleshoot, and repair engine fire detection and extinguishing systems.

C. ENGINE ELECTRICAL SYSTEMS

- (2) 12. Repair engine electrical system components.
- (3) 13. Install, check, and service engine electrical wiring, controls, switches, indicators, and protective devices.

D. LUBRICATION SYSTEMS

- (2) 14. Identify and select lubricants.
- (2) 15. Repair engine lubrication system components.
- (3) 16. Inspect, check, service, troubleshoot, and repair engine lubrication systems.

E. IGNITION SYSTEMS

- (2) 17. Overhaul magneto and ignition harness.
- (2) 18. Repair engine ignition system components.
- (3) 19. Inspect, check, service, troubleshoot, and repair reciprocating and turbine engine ignition systems.

F. FUEL METERING SYSTEMS

- (1) 20. Inspect, check, and service water injection systems.
- (2) 21. Overhaul carburetor.
- (2) 22. Repair engine fuel metering system components.
- (3) 23. Inspect, check, service, troubleshoot, and repair reciprocating and turbine engine fuel metering systems.

G. ENGINE FUEL SYSTEMS

- (2) 24. Repair engine fuel system components.
- (3) 25. Inspect, check, service, troubleshoot, and repair engine fuel systems.

H. INDUCTION SYSTEMS

- (2) 26. Inspect, check, troubleshoot, service, and repair engine ice and rain control systems.
- (2) 27. Inspect, check, service, and repair heat exchangers and superchargers.
- (3) 28. Inspect, check, service, and repair carburetor air intake and induction manifolds.

I. ENGINE COOLING SYSTEMS

- (2) 29. Repair engine cooling system components.
- (3) 30. Inspect, check, troubleshoot, service, and repair engine cooling systems.

J. ENGINE EXHAUST SYSTEMS

- (2) 31. Repair engine exhaust system components.
- (3) 32. Inspect, check, troubleshoot, service, and repair engine exhaust systems.

K. PROPELLERS

- (1) 33. Inspect, check, service, and repair propeller synchronizing and ice control systems.
- (2) 34. Identify and select propeller lubricants.
- (2) 35. Balance propellers.

Teaching level

- (2) 36. Repair propeller control system components.
- (3) 37. Inspect, check, service, and repair fixed-pitch, constant-speed, and feathering propellers, and propeller governing systems.
- (3) 38. Install, troubleshoot, and remove propellers.

(Secs. 313(a), 501, 607, Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1421, 1427; sec. 6(c) of the Department of Transportation Act; 49 U.S.C. 1655(e))

Issued in Washington, D.C., on March 27, 1970.

J. H. SHAFER,
Administrator.

[F.R. Doc. 70-4038; Filed, Apr. 2, 1970; 8:45 a.m.]

[Docket No. 10245; Amdt. 151-39]

PART 151—FEDERAL AID TO AIRPORTS

Replacement Housing for Persons Displaced Under FAAP Projects

The purpose of these amendments to Part 151 of the Federal Aviation Regulations is to implement, with respect to the Federal-Aid Airport Program, the policy of the Secretary of the Department of Transportation that no DOT project involving displacement and relocation of persons will be approved unless and until adequate replacement housing that is open to all persons, regardless of race, color, religion, sex, or national origin, has already been provided for (built, if necessary) and offered on the same nondiscriminatory basis to all affected persons.

To implement the Secretary's policy, these amendments make the following changes in Part 151:

(1) In § 151.21(a), require the eligible sponsor seeking Federal aid to accompany his request with: (i) A statement as to whether the proposed project involves the displacement and relocation of persons residing on land physically acquired or to be acquired for the project development; and (ii) the sponsor's written assurance that if the project involves displacement and relocation of such persons, adequate replacement housing will be available or provided for (built, if necessary), without regard to their race, color, religion, sex, or national origin, before the execution of a grant agreement for the project.

(2) In § 151.21(b), provide that a project may be selected for inclusion in a program only if the sponsor has submitted a written assurance when required by § 151.21(a) (2) or if the Administrator has determined that the project does not involve the displacement and relocation of affected persons; and provide further that tentative allocation of funds may be withdrawn if such an assurance has not been fulfilled.

(3) In § 151.26(b), require the sponsor to submit with his application a written statement showing that adequate replacement housing that is open to all persons, regardless of race, color, religion,

sex, or national origin, is available and has been offered on the same nondiscriminatory basis to affected persons.

(4) In § 151.39(a), provide that a project for construction or land acquisition may not be approved unless the Administrator is satisfied that adequate replacement housing that is open to all persons, regardless of race, color, religion, sex, or national origin, is available and has been offered on the same nondiscriminatory basis to affected persons. Thus, a grant offer may not be tendered, after these amendments become effective, until he is satisfied that the housing problem in question has been alleviated in the manner required.

(5) In § 151.45(e) (2), provide that the Area Manager does not agree to the issuance of a notice to proceed with the work to the contractor unless he is satisfied that adequate replacement housing is available and has been offered to affected persons, as required for project eligibility by § 151.39(a) (5). Under this, the policy implemented by these amendments applies to situations in which grant agreements have been entered into but construction has not been commenced before the issuance of these amendments, as well as to future projects.

These changes do not provide that the FAA will itself furnish funds for relocating or providing replacement housing for displaced persons, directly or by including the costs thereof in the United States' share of the allowable costs of a project except to the extent that the cost of land acquired from the owner is shared by the United States under the existing FAAP Program.

Since these amendments relate to public grants, benefits, and contracts, notice and public procedure thereon are not required, and they may be made effective in less than 30 days.

In consideration of the foregoing, Part 151 of the Federal Aviation Regulations is amended, effective April 3, 1970, as follows:

1. By amending paragraphs (a) and (b) of § 151.21 to read as follows:

§ 151.21 Procedures: application: general information.

(a) An eligible sponsor that desires to obtain Federal aid for eligible airport development must submit to the Area Manager of the area in which the sponsor is located (hereinafter in this Part referred to as the "Area Manager"), a request on FAA Form 5100-3, accompanied by—

(1) The sponsor's written statement as to whether the proposed project involves the displacement and relocation of persons residing on land physically acquired or to be acquired for the project development; and

(2) The sponsor's written assurance, if the project involves displacement and relocation of such persons, that adequate replacement housing will be available or provided for (built, if necessary), without regard to their race, color, religion, sex, or national origin, before the execution of a grant agreement for the project.

(b) A proposed project is selected for

inclusion in a program only if the sponsor has submitted a written assurance when required by paragraph (a) (2) of this section, or if the Administrator has determined that the project does not involve the displacement and relocation of persons residing on land to be physically acquired or to be acquired for the project development. If the Administrator selects a proposed project for inclusion in a program, a tentative allocation of funds is made for it and the sponsor is notified of the allocation. The tentative allocation may be withdrawn if the sponsor fails to submit an acceptable project application as provided in paragraph (c) of this section or fails to proceed diligently with the project, or if adequate replacement housing is not available or provided for in accordance with a written assurance when required by paragraph (a) (2) of this section.

2. By amending paragraph (b) of § 151.26 to read as follows:

§ 151.26 Procedures: applications; compatible land use information; consideration of local community interest; relocation of displaced persons.

(b) Each sponsor must submit with his application—

(1) A written statement—
(i) Specifying what consideration has been given to the interest of all communities in or near which the project is located; and

(ii) Containing the substance of any objection to, or approval of, the proposed project made known to the sponsor by any local individual, group or community; and

(2) A written statement showing that adequate replacement housing that is open to all persons, regardless of race, color, religion, sex, or national origin, is available and has been offered on the same nondiscriminatory basis to persons who have resided on land physically acquired or to be acquired for the project development and who will be displaced thereby.

3. By amending paragraph (a) (5) of § 151.39 to read as follows:

§ 151.39 Project eligibility.

(a) * * *
(5) The Administrator is satisfied, after considering the pertinent information including the sponsor's statements required by § 151.26(b), that—

(i) Fair consideration has been given to the interest of all communities in or near which the project is located; and

(ii) Adequate replacement housing that is open to all persons, regardless of race, color, religion, sex, or national origin, is available and has been offered on the same nondiscriminatory basis to persons who have resided on land physically acquired or to be acquired for the project development and have been or will be displaced thereby;

4. By amending subparagraph (e) (2) of § 151.45 to read as follows:

§ 151.45 Performance of construction work: general requirements.

(e) * * *
(2) The Area Manager agrees to the issuance of a notice to proceed with the work to the contractor. However, the Area Manager does not agree to the issuance of such a notice unless he is satisfied that adequate replacement housing is available and has been offered to affected persons, as required for project eligibility by § 151.39(a) (5).

(Federal Airport Act, as amended; 49 U.S.C. 1101-1120; sec. 6(c) of the Department of Transportation Act; 49 U.S.C. 1655(c); sec. 14(b) (1) of the regulations of the Office of the Secretary of Transportation)

Issued in Washington, D.C., on March 27, 1970.

J. H. SHAFFER,
Administrator.

[P.R. Doc. 70-4039; Filed, Apr. 2, 1970; 8:46 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket C-1693]

PART 13—PROHIBITED TRADE PRACTICES

Hurley Chinchilla Ranch, Inc., et al.

Subpart—Advertising falsely or misleadingly: § 13.50 Dealer or seller assistance; § 13.60 Earnings and profits; § 13.70 Fictitious or misleading guarantees; § 13.175 Quality of product or service. Subpart—Misrepresenting oneself and goods—Goods: § 13.1608 Dealer or seller assistance; § 13.1615 Earnings and profits; § 13.1647 Guarantees; § 13.1715 Quality.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Hurley Chinchilla Ranch, Inc., et al., Omaha, Nebr., Docket C-1693, Feb. 24, 1970]

In the Matter of Hurley Chinchilla Ranch, Inc., a Corporation, and William K. Hurley and Jack W. Swanson, Individually and as Officers of Said Corporation

Consent order requiring an Omaha, Nebr., seller of chinchilla breeding stock to cease making exaggerated earning claims, misrepresenting the quality and performance of its stock, deceptively guaranteeing the fertility of its stock, and misrepresenting services to its customers.

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

It is ordered, That respondents Hurley Chinchilla Ranch, Inc., a corporation and its officers and directors, and William K. Hurley and Jack W. Swanson, individually and as officers of said corporation, and respondents' agents,

representatives, and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of chinchilla breeding stock or any other products, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

A. Representing, directly or by implication, that:

1. It is commercially feasible to breed or raise chinchillas in homes, basements, garages, spare rooms, enclosed porches, chicken coops, barns or other quarters or buildings or that large profits can be made in this manner: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented quarters or buildings have the requisite space, temperature, humidity, ventilation and other environmental conditions which would make them adaptable to and suitable for the breeding and raising of chinchillas on a commercial basis and that large profits can be made in this manner.

2. Breeding chinchillas for profit can be achieved without previous knowledge or experience in the feeding, care, and breeding of such animals.

3. The breeding stock of seven females and one male chinchilla purchased from respondents will produce live offspring of 21 the first year, 36 the second year, 78 the third year, 162 the fourth year, or 342 the fifth year.

4. The number of live offspring produced by respondents' chinchilla breeding stock is any number: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented number of offspring are usually and customarily produced by chinchillas purchased from respondents or the offspring of said chinchillas.

5. The offspring of chinchilla breeding stock purchased from respondents will produce pelts selling for the average price of \$20 each.

6. Chinchilla pelts produced from respondents' breeding stock will sell for any price, average price, or range of prices: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented price, average price, or range of prices are usually received for pelts produced by chinchillas purchased from respondents or by the offspring of such chinchillas.

7. Each female chinchilla purchased from respondents and each female offspring produced at least three live young per year.

8. The number of live offspring produced per female chinchilla is any number: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented number of offspring are usually and customarily produced by female chinchillas purchased from respondents or the offspring of said chinchillas.

9. A purchaser starting with seven females and one male will have, from the

sale of pelts, an income, earnings, return or profits of \$9,580 at the end of the fifth year after purchase.

10. Purchasers of respondents' breeding stock will realize income, earnings, return or profits in any amount or range of amounts: *Provided, however, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented amount or range of amounts or earnings, profits or income are usually realized by purchasers of respondents' breeding stock.*

11. Breeding stock purchased from respondents is warranted or guaranteed without clearly and conspicuously disclosing the nature and extent of the guarantee, the manner in which the guarantor will perform and the identity of the guarantor.

12. Purchasers of respondents' chinchilla breeding stock will receive service calls from respondents' service personnel every 90 days or at any other interval or frequency: *Provided, however, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented service calls are actually furnished.*

13. Respondents' service personnel are qualified to service chinchilla breeders or have had long experience in the chinchilla industry.

14. Chinchillas are hardy animals or are not susceptible to disease.

15. Purchasers of respondents' chinchilla breeding stock are given guidance in the care and breeding of chinchillas or are furnished advice by respondents as to the breeding of chinchillas: *Provided, however, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that purchasers are actually given the represented guidance in the care and breeding of chinchillas or are furnished the represented advice by respondents as to the breeding of chinchillas.*

16. Each female chinchilla purchased from respondents and each female offspring will produce successive litters of one to five live offspring at 111 day intervals.

17. The number of litters or sizes thereof produced per female is any number: *Provided, however, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented number of litters or sizes thereof are usually and customarily produced by the chinchillas sold by respondents or the offspring of said chinchillas.*

18. Purchasers of respondents' chinchilla breeding stock will receive the finest quality chinchillas available or any other grade or quality of chinchillas: *Provided, however, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that purchasers do actually receive chinchillas of the represented grade or quality.*

19. Respondents have participated in competitive exhibitions of chinchillas; or that as a result of such participation respondents have won or received prizes or

awards for their chinchillas: *Provided, however, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that they have participated in said exhibitions; and that they have won or received the represented prizes or awards.*

20. Respondents' chinchillas are guaranteed unless respondents do in fact fulfill all of their obligations and requirements set forth in or represented, directly or by implication, to be contained in any guarantee or warranty applicable to each and every chinchilla.

21. Respondents maintain large modern facilities wherein hundreds or other large numbers of chinchillas are displayed; or misrepresenting, in any manner, the size or nature of respondents' facilities or the number or kind of chinchillas or other products on hand or on display.

22. Prospective purchasers requesting respondents' brochures or other promotional literature will not be visited by respondents or their agents, salesmen or other personnel, except upon the request of the prospective purchaser; or failing to reveal that prospective purchasers requesting respondents' brochures or promotional material will be visited by respondents' agents, salesmen, or other personnel.

23. Respondents will purchase all or any of the chinchilla offspring or pelts thereof raised by purchasers of respondents' chinchilla breeding stock for a minimum price of \$40 per female or \$100 for a group of three males and one female or said offspring or pelts for any other price: *Provided, however, It shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that they do, in fact, purchase all offspring or pelts offered by said purchasers at the prices represented.*

24. Using the word "Ranch" or any other word of similar import or meaning as part of respondents' corporate or trade name or misrepresenting in any other manner the nature, status or character of respondents' business.

B. Failing promptly to fulfill all of their obligations and requirements under the terms set forth in or represented, directly or by implication, to be contained in any guarantee or warranty applicable to the sale of said products.

C. Misrepresenting, in any manner, the assistance, training, services or advice supplied by respondents to purchasers of their chinchilla breeding stock.

D. Misrepresenting in any manner, the earnings or profits of purchasers of respondents' chinchilla breeding stock.

E. Failing to deliver a copy of this order to cease and desist to all present and future salesmen or other persons engaged in the sale of respondents' products or services, and failing to secure from each such salesman or other person a signed statement acknowledging receipt of said order.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

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: February 24, 1970.

By the Commission.

[SEAL]

JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 70-4055; Filed, Apr. 2, 1970;
8:48 a.m.]

[Docket C-1694]

PART 13—PROHIBITED TRADE PRACTICES

Spencer Gifts, Inc.

Subpart—Advertising falsely or misleadingly: § 13.170 *Qualities or properties of product or service*; 13.170-22 *Corrective, orthopedic, etc.*; § 13.245 *Specifications or standards conformance*. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1875 *Nonstandard character*.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Spencer Gifts, Inc., Atlantic City, N.J., Docket C-1694, Feb. 24, 1970]

Consent order requiring an Atlantic City, N.J., mail-order merchandiser to cease advertising and offering for sale any nonprescription readymade spectacles unless it discloses that such products are for limited use by persons who do not have astigmatism or some disease of the eye.

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

It is ordered, That respondent, Spencer Gifts, Inc., a corporation, and its officers, and respondent's representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale or distribution of nonprescription magnifying spectacles or any other optical products do forthwith cease and desist from, directly or indirectly:

1. Disseminating or causing the dissemination of any advertisement by means of the U.S. mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which

(a) represents that any nonprescription magnifying spectacles or readymade spectacles offered for sale will correct, or are capable of correcting, defects in vision of persons, unless it is clearly and conspicuously disclosed in immediate conjunction with such representation that the correction of defects in vision by such products is limited to persons approximately 40 years of age and older who do not have astigmatism or diseases of the eye and who require only simple magnifying or reducing lenses;

(b) misrepresents in any manner, the construction, design, type, quality, durability or efficacy of any optical products, or the extent of vision improvement that may be reasonably expected by the use of any optical products.