

## Presidential Documents

Proclamation 5145 of January 3, 1984

### Small Business Week, 1984

By the President of the United States of America

#### A Proclamation

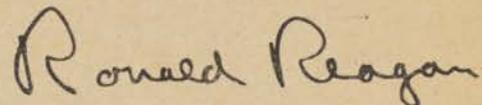
America's strength lies in the ingenuity and perseverance of its people. No other group of Americans better exemplifies these qualities than the Nation's small business owners, who contribute daily to our economic well-being.

The willingness of these individuals to embrace the challenges of competition and independence ensures that our lives are enriched with new opportunities and innovations. When their resourcefulness and resilience are melded with an economic system that allows them to pursue their goals and harness the dynamic forces of the marketplace, new products and technologies are developed, jobs are created, and the young and unskilled are trained for more productive lives. With each new opportunity our commitment to liberty is strengthened; with each new accomplishment our faith in ourselves is reaffirmed.

Entrepreneurs are the standard-bearers of economic progress and the stalwarts of the energizing forces of the free market. As we embark upon a new era of economic growth and development, we should encourage small business owners by acknowledging their tremendous importance as the main-springs of continued economic and individual progress for our Nation.

NOW, THEREFORE, I, RONALD REAGAN, President of the United States of America, do hereby proclaim the week beginning May 6, 1984, as Small Business Week. I call upon the American people to join with me in saluting the small business owners of our Nation during this week with appropriate ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of Jan., in the year of our Lord nineteen hundred and eighty-four, and of the Independence of the United States of America the two hundred and eighth.



[FR Doc. 84-398

Filed 1-4-84; 11:25 am]

Billing code 3195-01-M

CONFIDENTIAL DOCUMENT

1941

By the terms of the attached contract

...

A copy of the contract is being furnished to the recipient of this document for their information and to ensure that they are aware of the terms and conditions of the contract. The contract is a confidential document and its contents should not be disclosed to any other person without the express written consent of the sender. It is the policy of the sender to maintain the confidentiality of all information contained in this document and to take all necessary steps to protect such information from unauthorized disclosure. The recipient is requested to handle this document with care and to destroy it when it is no longer needed. If you have any questions regarding this document, please contact the sender.

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*Handwritten signature*

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## Presidential Documents

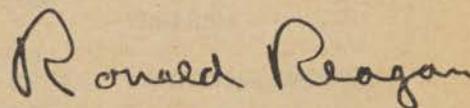
Executive Order 12457 of January 3, 1984

### President's Commission on Industrial Competitiveness

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Advisory Committee Act, as amended (5 U.S.C. App. I), and in order to increase the membership and extend the life of the President's Commission on Industrial Competitiveness, it is hereby ordered that Executive Order No. 12428 of June 28, 1983, as amended, is further amended as follows:

(a) The second sentence of Section 1(a) shall read: "The Commission shall be composed of no more than thirty-five members appointed or designated by the President."

(b) Section 4(b) shall read: "The Commission shall terminate on December 31, 1984, unless sooner extended."



THE WHITE HOUSE,  
January 3, 1984.

[FR Doc. 84-447

Filed 1-4-84; 2:26 pm]

Billing code 3195-01-M

President's Commission on Industrial Organization

January 1, 1946

President's Commission on Industrial Organization

The following is a list of the members of the Commission on Industrial Organization, as appointed by the President of the United States on January 1, 1946. The Commission is authorized to study and report on the organization of industry in the United States, with particular reference to the distribution of work, the allocation of resources, and the promotion of efficiency and productivity. The Commission is also authorized to hold public hearings and to receive and consider suggestions and recommendations from interested parties. The Commission shall submit its report to the President not later than June 30, 1946.

*Walter P. Reuther*

THE WHITE HOUSE  
January 1, 1946

# Rules and Regulations

Federal Register

Vol. 49, No. 4

Friday, January 6, 1984

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.

## DEPARTMENT OF AGRICULTURE

### Federal Crop Insurance Corporation

#### 7 CFR Part 413

[Amendment No. 2]

#### Texas Citrus Crop Insurance Regulations

**AGENCY:** Federal Crop Insurance Corporation, USDA.

**ACTION:** Final rule.

**SUMMARY:** The Federal Crop Insurance Corporation (FCIC) hereby amends the Texas Citrus Crop Insurance Regulations (7 CFR Part 413), effective for the 1984 and succeeding crop years, by (1) changing the policy to make it easier to read; (2) providing that damage due to fire is only insurable where good grove management practices relating to weed control and tree prunings are carried out; (3) permitting determination of indemnities based on the acreage report rather than at loss adjustment time; (4) providing a coverage if the insured does not select one; (5) adding a 60-day claim for indemnity provision; (6) adding a section regarding appraisals following the end of the insurance policy for unharvested acreage; (7) adding a hail/fire provision for uninsured causes; (8) changing the cancellation/termination dates to conform to farming practices; (9) providing that any change in the policy will be available in the service office by a certain date; (10) providing for unit determination when the acreage report is filed; and (11) adding three sections concerning "descriptive headings," "determinations," and "notices."

In addition, FCIC issues a new subsection in the Texas citrus crop insurance regulations to contain the control numbers assigned by the Office of Management and Budget (OMB) to

information collection requirements of these regulations. The intended effect of this rule is to update the policy for insuring Texas citrus in accordance with Secretary's Memorandum No. 1512-1, requiring a review of the regulations as to need, currency, clarity, and effectiveness, and to comply with OMB regulations requiring publication of OMB control numbers assigned to information collection requirements in these regulations.

**EFFECTIVE DATE:** January 6, 1984.

**FOR FURTHER INFORMATION CONTACT:** Peter F. Cole, Secretary, Federal Crop Insurance Corporation, U.S. Department of Agriculture, Washington, D.C., 20250, telephone (202) 447-3325.

The Impact Statement describing the options considered in developing this rule and the impact of implementing each option is available upon request from Peter F. Cole.

**SUPPLEMENTARY INFORMATION:** This action has been reviewed under USDA procedures established in Secretary's Memorandum No. 1512-1 (June 11, 1981). This action constitutes a review under such procedures as to the need, currency, clarity, and effectiveness of these regulations. The sunset review date established for these regulations is April 1, 1988.

Merritt W. Sprague, Manager, FCIC, has determined that (1) this action is not a major rule as defined by Executive Order No. 12291 (February 17, 1981), (2) this action will not increase the Federal paperwork burden for individuals, small businesses, and other persons, and (3) this action conforms to the Federal Crop Insurance Act, as amended (7 U.S.C. 1501 *et seq.*), and other applicable law. The title and number of the Federal Assistance Program to which these regulations apply are: Title—Crop Insurance; Number 10.450.

This action will not have a significant impact specifically upon area and community development; therefore, review as established by Executive Order No. 12372 (July 14, 1982) was not used to assure that units of local government are informed of this action.

It has been determined that this action is exempt from the provisions of the Regulatory Flexibility Act; therefore, no Regulatory Impact Statement was prepared.

On Thursday, August 4, 1983, FCIC published a notice of proposed rulemaking in the Federal Register at 48

FR 35427, amending the policy for insuring citrus in Texas in accordance with the provisions of Secretary's Memorandum No. 1512-1, and issuing a new subsection to contain control numbers assigned by the Office of Management and Budget (OMB) to information collection requirements of these regulations. The public was given 60 days in which to submit written comments, data, and opinions on the proposed rule, but none were received. Therefore, with the exception of minor and non-substantive corrections to language, the proposed rule as published at 48 FR 35427 is hereby issued as a final rule to be effective beginning with the 1984 crop year.

#### List of Subjects in 7 CFR Part 413

Crop insurance, Texas citrus.

#### Final Rule

#### PART 413—[AMENDED]

Accordingly, pursuant to the authority contained in the Federal Crop Insurance Act, as amended (7 U.S.C. 1501 *et seq.*), the Federal Crop Insurance Corporation hereby amends the Texas Citrus Crop Insurance Regulations, effective for the 1984 and succeeding crop years, in the following instances:

1. The Authority citation for 7 CFR Part 413 is:

**Authority:** Secs. 506, 516, Pub. L. 75-430, 52 Stat. 73, 77 as amended (7 U.S.C. 1506, 1516).

2. 7 CFR Part 413 is amended in the Table of Contents thereof by removing the word "Reserved" from § 413.3 and inserting, in its place, the words "OMB control numbers."

3. 7 CFR 413.3 is amended by removing the word "Reserved" in the title thereof and inserting, in its place, the following:

#### § 413.3 OMB control numbers.

The information collection requirements contained in these regulations (7 U.S.C. Part 413) have been approved by the Office of Management and Budget (OMB) under the provisions of 44 U.S.C. Chapter 35 and have been assigned OMB Nos. 0563-0003 and 0563-0007.

#### § 413.7 [Amended]

4. 7 CFR § 413.7(d) is amended by removing the Texas Citrus Crop



[Percent adjustments for unfavorable insurance experience]

Loss ratio <sup>2</sup> through previous crop year	Numbers of loss years through previous year <sup>1</sup>															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1.10 to 1.19	100	100	100	102	104	106	108	110	112	114	116	118	120	122	124	126
1.20 to 1.39	100	100	100	104	108	112	116	120	124	128	132	136	140	144	148	152
1.40 to 1.69	100	100	100	108	116	124	132	140	148	156	164	172	180	188	196	204
1.70 to 1.99	100	100	100	112	122	132	142	152	162	172	182	192	202	212	222	232
2.00 to 2.49	100	100	100	116	128	140	152	164	176	188	200	212	224	236	248	260
2.50 to 3.24	100	100	100	120	134	148	162	176	190	204	218	232	246	260	274	288
3.25 to 3.99	100	100	105	124	140	156	172	188	204	220	236	252	268	284	300	300
4.00 to 4.99	100	100	110	128	146	164	182	200	218	236	254	272	290	300	300	300
5.00 to 5.99	100	100	115	132	152	172	192	212	232	252	272	292	300	300	300	300
6.00 and up	100	100	120	136	158	180	202	224	246	268	290	300	300	300	300	300

<sup>1</sup> For premium adjustment purposes, only the years during which premiums were earned shall be considered.<sup>2</sup> Loss Ratio means the ratio of indemnity(ies) paid to premium(s) earned.<sup>3</sup> Only the most recent 15 crop years shall be used to determine the number of "Loss Years". (A crop year is determined to be a "Loss Year" when the amount of indemnity for the year exceeds the premium for the year.)

b. Interest shall accrue at the rate of one and one-half percent (1½%) simple interest per calendar month, or any part thereof, on any unpaid premium balance starting on the first day of the month following the first premium billing date.

c. Any premium adjustment applicable to the contract shall be transferred to:

- (1) the contract of your estate or surviving spouse in case of your death;
- (2) the contract of the person who succeeds you if such person had previously participated in the grove operation; or
- (3) your contract if you stop grove operations in one county and start grove operations in another county.

d. If participation is not continuous, any premium shall be computed on the basis of previous unfavorable insurance experience but no premium reduction under section 5a shall be applicable.

6. Deductions for debt. Any unpaid amount due us may be deducted from any indemnity payable to you or from any loan or payment due you under any Act of Congress or program administered by the United States Department of Agriculture or its Agencies.

7. Insurance period. a. Insurance attaches on December 1 prior to the crop year, except that for the first crop year if we accept the application after that date, insurance shall attach on the tenth day after you sign the application.

b. Insurance ends at the earliest of:

- (1) total destruction of the citrus;
- (2) harvest;
- (3) final adjustment of a loss; or
- (4) May 31 of the calendar year following the normal year of bloom.

8. Notice of damage or loss. a. In case of damage or probable loss:

- (1) You must give us written notice promptly:
  - (a) after insured damage to the citrus becomes apparent, giving the date(s) and cause(s) of such damage; or
  - (b) if you decide not to further care for or harvest any part of the citrus on the unit.
- (2) You must give us notice at least 15 days before the beginning of harvest if you anticipate a loss on any unit.
- (3) If probable loss is later determined, immediate notice shall be given. If harvest will begin after the end of the insurance period, notice shall be given on or before the

calendar date for the end of the insurance period (see section 7b(4)).

b. You must obtain written consent from us before you destroy any of the citrus which is not to be harvested.

c. We may reject any claim for indemnity if any of the requirements of this section or section 9 are not complied with.

9. Claim for indemnity. a. Any claim for indemnity on a unit shall be submitted to us on our form not later than 60 days after the earliest of:

- (1) total destruction of the citrus on the unit;
- (2) harvest of the unit; or
- (3) the calendar date for the end of the insurance period (see section 7b(4)).

b. We shall not pay any indemnity unless you:

- (1) establish the total production of citrus on the unit and that any loss of production has been directly caused by one or more of the insured causes during the insurance period; and
- (2) furnish all information we require concerning the loss.

c. The indemnity shall be determined on each unit by:

- (1) multiplying the insured acreage by the production guarantee;
- (2) subtracting therefrom the total production of citrus to be counted (see section 9e);
- (3) multiplying the remainder by the price election; and
- (4) multiplying this product by your share.

d. If the information reported by you results in a lower premium than the actual premium determined to be due, the indemnity shall be reduced proportionately.

e. The total production to be counted for a unit shall include all harvested and appraised production.

- (1) Any citrus production which is not marketed as fresh fruit and due to insurable causes does not contain 120 or more gallons of juice per ton, shall be adjusted by:
  - (a) dividing the gallons of juice per ton obtained from damaged citrus by 120; and
  - (b) multiplying the result by the number of tons of such citrus. If individual records are not available, an average juice content shall be used.
- (2) Where the actuarial table provides for and you elect the fresh fruit option, citrus

production which is not marketable as fresh fruit due to insurable causes shall be adjusted by:

- (a) dividing the value per ton of the damaged citrus by the price of undamaged citrus; and
  - (b) multiplying the results by the number of tons of such citrus. The applicable price for undamaged citrus shall be: (i) the local market price the week before damage occurred, or (ii) the contract price if the contract was entered into between the producer and buyer before damage occurred.
- (3) Any production shall be considered marketed or marketable as fresh fruit unless due to insurable causes, such production was not marketed as fresh fruit.

(4) In the absence of acceptable records to determine the disposition of harvested citrus, we shall determine such disposition and the amount of such production to be counted for the unit.

(5) Any citrus on the ground which is not picked up and marketed shall be considered lost if the damage was due to an insured cause.

(6) Appraised production to be counted shall include:

- (a) unharvested production, and potential production lost due to uninsured causes and failure to follow recognized good citrus grove practices;
- (b) not less than the guarantee for any acreage which is abandoned, damaged solely by an uninsured cause or destroyed by you without our consent.

(7) Any appraisal we have made on insured acreage shall be considered production to count unless the appraised production:

- (a) is not harvested before the harvest of the insured citrus type becomes general in the county;
  - (b) is harvested; or
  - (c) is further damaged by an insured cause.
- (8) We may determine the amount of production of any unharvested citrus on the basis of field appraisals conducted after the end of the insurance period.
- (9) When you have elected to exclude hail and fire as insured causes of loss and the citrus is damaged by hail or fire, appraisals for uninsured causes shall be made in accordance with Form FCI-78, "Request to Exclude Hail and Fire".

(10) The commingled production of units shall be allocated to such units in proportion to our liability on the harvested acreage of each unit.

f. You shall not abandon any acreage to us.

g. You may not bring suit or action against us unless you have complied with all policy provisions. If a claim is denied, you may sue us in the United States District Court under the provisions of 7 U.S.C. 1508(c). You must bring suit within 12 months of the date notice of denial is mailed to and received by you.

h. We shall pay the loss within 30 days after we reach agreement with you or entry of a final judgment. In no event shall we be liable for interest or damages in connection with any claim for indemnity, whether we approve or disapprove such claim.

i. If you die, disappear, or are judicially declared incompetent, or if you are an entity other than an individual and such entity is dissolved after the date insurance attaches for any crop year, any indemnity shall be paid to the person(s) we determine to be beneficially entitled thereto.

j. If you have other fire insurance and fire damage occurs during the insurance period, and you have not elected to exclude fire insurance from this policy, we shall be liable for loss due to fire only for the smaller of:

(1) the amount of indemnity determined pursuant to this contract without regard to any other insurance; or

(2) the amount by which the loss from fire exceeds the indemnity paid or payable under such other insurance. For the purposes of this section, the amount of loss from fire shall be the difference between the fair market value of the production on the unit before the fire and after the fire.

10. Concealment or fraud. We may void the contract on all crops insured without affecting your liability for premiums or waiving any right, including the right to collect any amount due us if, at any time, you have concealed or misrepresented any material fact or committed any fraud relating to the contract, and such voidance shall be effective as of the beginning of the crop year with respect to which such act or omission occurred.

11. Transfer of right to indemnity on insured share. If you transfer any part of your share during the crop year, you may transfer your right to an indemnity. The transfer must be on our form and approved by us. We may collect the premium from either you or your transferee or both. The transferee shall have all rights and responsibilities under the contract.

12. Assignment of indemnity. You may only assign to another party your right to an indemnity for the crop year on our form and with our approval. The assignee shall have the right to submit the loss notices and forms required by the contract.

13. Subrogation. [Recovery of loss from a third party.] Because you may be able to recover all or a part of your loss from someone other than us, you must do all you can to preserve any such rights. If we pay you for your loss then your right of recovery at our option shall belong to us. If we recover more than we paid you plus our expenses, the excess shall be paid to you.

14. Records and access to grove. You shall keep, for two years after the time of loss,

records of the harvesting, storage, shipment, sale or other disposition of all citrus produced on each unit including separate records showing the same information for production from any uninsured acreage. Any person designated by us shall have access to such records and the grove for purposes related to the contract.

15. Life of contract: Cancellation and termination. a. This contract shall be in effect for the crop year specified on the application and may not be canceled for such crop year. Thereafter, the contract shall continue in force for each succeeding crop year unless canceled or terminated as provided in this section.

b. This contract may be canceled by either you or us for any succeeding crop year by giving written notice on or before the cancellation date preceding such crop year.

c. This contract shall terminate as to any crop year if any amount due us on this or any other contract with you is not paid on or before the termination date preceding such crop year for the contract on which the amount is due. The date of payment of the amount due:

(1) if deducted from an indemnity claim shall be the date you sign the claim; or

(2) if deducted from payment under another program administered by the United States Department of Agriculture shall be the date such payment was approved.

d. The cancellation and termination dates are November 30.

e. If you die or are judicially declared incompetent, or if you are an entity other than an individual and such entity is dissolved, the contract shall terminate as of the date of death, judicial declaration, or dissolution. However, if such event occurs after insurance attaches for any crop year, the contract shall continue in force through the crop year and terminate at the end thereof. Death of a partner in a partnership shall dissolve the partnership unless the partnership agreement provides otherwise. If two or more persons having a joint interest are insured jointly, death of one of the persons shall dissolve the joint entity.

f. The contract shall terminate if no premium is earned for five consecutive years.

16. Contract changes. We may change any terms and provisions of the contract from year to year. If your price election at which indemnities are computed is no longer offered, the actuarial table will provide the price election which you shall be deemed to have elected. All contract changes shall be available at your service office by August 31 preceding the cancellation date. Acceptance of any changes shall be conclusively presumed in the absence of any notice from you to cancel the contract.

17. Meaning of terms. For the purposes of Texas citrus crop insurance:

a. "Actuarial table" means the forms and related material for the crop year approved by us which are available for public inspection in your service office, and which show the production guarantees, coverage levels, premium rates, prices for computing indemnities, practices, insurable and uninsurable acreage, and related information regarding citrus insurance in the county.

b. "Contiguous land" means land which is touching at any point except that land which

is separated by only a public or private right-of-way shall be considered contiguous.

c. "County" means the county shown on the application and any additional land located in a local producing area bordering on the county, as shown by the actuarial table.

d. "Crop year" means the period beginning with the date insurance attaches to the citrus crop and extending through normal harvest time, and shall be designated by the calendar year following the year in which the bloom is normally set.

e. "Harvest" means the severance of mature citrus from the tree either by pulling, picking, or severing by mechanical or chemical means, or picking up the marketable fruit from the ground.

f. "Insurable acreage" means the land classified as insurable by us and shown as such by the actuarial table.

g. "Insured" means the person who submitted the application accepted by us.

h. "Person" means an individual, partnership, association, corporation, estate, trust, or other business enterprise or legal entity, and wherever applicable, a State, a political subdivision of a State, or any agency thereof.

i. "Service office" means the office servicing your contract as shown on the application for insurance or such other approved office as may be selected by you or designated by us.

j. "Tenant" means a person who rents land from another person for a share of the citrus or a share of the proceeds therefrom.

k. "Unit" means all insurable acreage of any one of the citrus types referred to in section 2 of this policy, located on contiguous land, on the date insurance attaches for the crop year:

(1) in which you have a 100 percent share; or

(2) which is owned by one entity and operated by another entity on a share basis.

Land rented for cash, a fixed commodity payment, or any consideration other than a share in the citrus on such land shall be considered as owned by the lessee. Land which would otherwise be one unit may be divided according to applicable guidelines on file in your service office or by written agreement between you and us. Units will be determined when the acreage is reported. Errors in reporting such units may be corrected by us to conform to applicable guidelines when adjusting a loss and we may consider any acreage and share of or reported by or for your spouse or child or any member of your household to be your bona fide share or the bona fide share of any other person having an interest therein.

18. Descriptive headings. The descriptive headings of the various policy terms and conditions are formulated for convenience only and are not intended to affect the construction or meaning of any of the provisions of the contract.

19. Determinations. All determinations required by the policy shall be made by us. If you disagree with our determinations, you may obtain reconsideration of or appeal those determinations in accordance with Appeal Regulations.

20. Notices. All notices required to be given by you must be in writing and received by your service office within the designated time unless otherwise provided by the notice requirement. Notices required to be given immediately may be by telephone or in person and confirmed in writing. Time of the notice will be determined by the time of our receipt of the written notice.

#### Appendix—A

##### Counties Designated for Texas Citrus Crop Insurance—7 CFR Part 413

The following counties are designated for Texas Citrus Crop Insurance under the provisions of 7 CFR 413.1.

Crop: Citrus—State: Texas

Cameron  
Hidalgo  
Willacy

Approved by the Board of Directors on April 26, 1983.

Dated: December 28, 1983.

**Peter F. Cole,**  
Secretary, Federal Crop Insurance Corporation.

Approved by:  
**Edward Hews,**  
Acting Manager.

[FR Doc. 84-285 Filed 1-5-84; 8:45 am]  
BILLING CODE 3410-08-M

#### 7 CFR Part 421

[Amdt. No. 3]

#### Cotton Crop Insurance Regulations

**AGENCY:** Federal Crop Insurance Corporation, USDA.

**ACTION:** Final rule.

**SUMMARY:** The Federal Crop Insurance Corporation (FCIC) hereby amends the Cotton Crop Insurance Regulations as contained in 7 CFR Part 421, effective for the 1984 and succeeding crop years to make certain changes in the policy for insuring cotton and to issue a new section containing the control numbers assigned by the Office of Management and Budget (OMB) to information collection requirements of these regulations. The intended effect of this rule is to update the policy for insuring cotton in accordance with Secretary's Memorandum No. 1512-1, requiring a review of the regulations as to the need, currency, clarity, and effectiveness.

**EFFECTIVE DATE:** These regulations become effective on February 6, 1984.

**FOR FURTHER INFORMATION CONTACT:** Peter F. Cole, Secretary, Federal Crop Insurance Corporation, U.S. Department of Agriculture, Washington, D.C. 20250, telephone (202) 447-3325.

The Impact Statement describing the options considered in developing this

rule and the impact of implementing each option is available upon request from Peter F. Cole.

**SUPPLEMENTARY INFORMATION:** This action has been reviewed under USDA procedures established in Secretary's Memorandum No. 1512-1 (June 11, 1981), and constitutes a review as to the need, currency, clarity, and effectiveness of these regulations. The sunset review date established for these regulations is April 1, 1988.

Merritt W. Sprague, Manager, FCIC, has determined that (1) this action is not a major rule as defined by Executive Order No. 12291 (February 17, 1981), (2) this action will not increase the Federal paperwork burden for individuals, small businesses or other persons, and (3) this action conforms to the Federal Crop Insurance Act, as amended (7 U.S.C. 1501, *et seq.*), and other applicable law.

The title and number of the Federal Assistance Program to which these regulations apply are: Title—Crop Insurance; Number 10.450.

This action will not have a significant impact specifically upon area and community development; therefore, review as established by Executive Order No. 12372 (July 14, 1982) was not used to assure that units of local government are informed of this action.

It has been determined that this action is exempt from the provisions of the Regulatory Flexibility Act; therefore, no Regulatory Impact Statement was prepared.

On Thursday, August 4, 1983, FCIC published a notice of proposed rulemaking in the Federal Register at 48 FR 35435. The public was given until September 19, 1983, to submit comments on the proposed rule. FCIC, on October 25, 1983, published a supplemental notice of policy rulemaking at 48 FR 49250, and extended the comment period until November 9, 1983. The purpose of the supplemental notice was to propose additional changes in the cotton crop insurance policy to provide insurance coverage for cotton based solely on actual production records of the producer instead of the previous method of establishing coverage based on area data. There were no comments received.

The method of determining coverages based on actual production records has been strongly urged in recent years by producers and commodity groups who feel that basing yield guarantees for cotton insurance on actual production will assure that those yields reflect the true production capacity of each producer. On June 21, 1983, the Board of Directors of FCIC approved making the actual yield production history a basis for yield guarantees beginning in the

1984 crop year. Prior to that date several meetings were held with producers and commodity groups discussing these changes. The method of using the actual production history also addresses a common complaint among insured producers that their individual yields are far superior to the area yield data on which present guarantees are based.

FCIC also implements a new premium adjustment table in the cotton crop insurance policy to shift the emphasis from premium adjustment based on severity (loss ratio) to frequency of loss. A premium adjustment factor is determined by (a) computing the average yield by using the individual production record, either actual or established, for a base period, (b) multiplying the average yield times the elected level of coverage to establish the guarantee, and (c) comparing the actual yield by year to the guarantee. Any year in which the actual yield falls below the guarantee is considered a "loss year." The number of loss years occurring determines the premium adjustment factor. FCIC also revises the definition for "county," "new ground," and "unit".

For the 1984 crop year, FCIC will determine the premium adjustment factor on a 5-year period (1978-1982). Determining the actual yields for comparison purposes prior to 1978 is considered to be impractical. Using the 5-year period, the maximum number of loss years would be 5. After the 1984 crop year 1978 will continue to be the first year of the base period until a base period of ten years has been reached.

The policy as revised with the changes proposed on August 4, 1983, at 48 FR 35435, and the additional changes proposed on October 25, 1983, at 48 FR 49250, is published herein in its entirety.

#### List of Subjects in 7 CFR Part 421

Crop insurance, Cotton.

#### Final Rule

Accordingly, pursuant to the authority contained in the Federal Crop Insurance Act, as amended (7 U.S.C. 1501, *et seq.*), the Federal Crop Insurance Corporation hereby amends the Cotton Crop Insurance Regulations (7 CFR Part 421), effective for the 1984 and succeeding crop years in the following instances:

#### PART 421—[AMENDED]

1. The Authority citation for 7 CFR Part 421 is:

Authority: Secs. 506, 516, Pub. L. 75-430, 52 Stat. 73, 77, as amended (7 U.S.C. 1506, 1516).

2. 7 CFR Part 421 is amended in the Table of Contents thereof by removing the word "Reserved" from § 421.3, and

inserting, in its place, the words "OMB control numbers assigned pursuant to the Paperwork Reduction Act."

3. 7 CFR Part 421.3 is revised to read as follows:

**§ 421.3 OMB control numbers assigned pursuant to the Paperwork Reduction Act.**

The information collection requirements contained in these regulations (7 CFR Part 421) have been approved by the Office of Management and Budget (OMB) under the provisions of 44 U.S.C. Chapter 35 and have been assigned OMB Nos. 0563-0003 and 0563-0007.

**§ 421.7 [Amended]**

4. 7 CFR 421.7(d) is amended by removing the Cotton Crop Insurance Policy therein, and substituting the following:

**DEPARTMENT OF AGRICULTURE**

**Federal Crop Insurance Corporation**

*Cotton—Crop Insurance Policy*

(This is a continuous contract. Refer to Section 15.)

**AGREEMENT TO INSURE:** We shall provide the insurance described in this policy in return for the premium and your compliance with all applicable provisions.

Throughout this policy, "you" and "your" refer to the insured shown on the accepted Application and "we," "us" and "our" refer to the Federal Crop Insurance Corporation.

**Terms and Conditions**

**1. Causes of loss.**

a. The insurance provided is against unavoidable loss of production resulting from the following causes occurring within the insurance period:

- (1) Adverse weather conditions;
- (2) Fire;
- (3) Insects;
- (4) Plant disease;
- (5) Wildlife;
- (6) Earthquake; or
- (7) Volcanic eruption;

Unless those causes are excepted, excluded, or limited by the actuarial table or section 9e(6).

b. We shall not insure against any loss of production due to:

(1) The neglect or malfeasance of you, any member of your household, your tenants or employees;

(2) The failure to follow recognized good cotton farming practices;

(3) Damage resulting from the impoundment of water by any governmental, public or private dam or reservoir project; or

(4) Any cause not specified in section 1a as an insured loss.

**2. Crop, acreage, and share insured.**

a. The crop insured shall be American Upland lint cotton which is grown on insured acreage and for which a guarantee and premium rate are provided by the actuarial table.

b. The acreage insured for each crop year shall be cotton planted on insurable acreage

as designated by the actuarial table and in which you have a share, as reported by you or as determined by us, whichever we shall elect. The acreage insured of skip-row cotton shall be the acreage occupied by the rows of cotton after eliminating the skipped-row portions, unless other acreage determinations are provided by the actuarial table.

c. The insured share shall be your share as landlord, owner-operator, or tenant in the insured cotton at the time of planting.

d. We do not insure any acreage:

(1) Which is non-irrigated and from which a hay crop was harvested or on which a small grain crop reached the heading stage in the same calendar year;

(2) Planted in excess of the limitations established by any program administered by the United States Department of Agriculture;

(3) Which is new ground acreage;

(4) Where the farming practices carried out are not in accordance with the farming practices for which the premium rates have been established;

(5) Which is irrigated and an irrigated practice is not provided for by the actuarial table, unless you elect to insure the acreage as nonirrigated by reporting it as insurable under section 3;

(6) Which is destroyed and we determine it is practical to replant to cotton, and such acreage is not replanted;

(7) Initially planted after the final planting date contained in the actuarial table, unless you agree in writing on our form to coverage reduction;

(8) Planted to a type or variety of cotton not established as adapted to the area or excluded by the actuarial table; or

(9) Which you have elected to exclude, (the exclusion must be by unit, in writing, on our form, and made before the closing date for submitting applications as established by the actuarial table), except that, if a unit is acquired after such date, an exclusion may be filed up to 15 days after the acquisition but not later than the acreage reporting date (see section 3).

e. Where insurance is provided for an irrigated practice:

(1) You shall report as irrigated only the acreage for which you have adequate facilities and water to carry out a good cotton irrigation practice at the time of planting; and

(2) Any loss of production caused by failure to carry out a good cotton irrigation practice, except failure of the water supply from an unavoidable cause occurring after the beginning of planting, shall be considered as due to an uninsured cause. The failure or breakdown of irrigation equipment or facilities shall not be considered as a failure of the water supply from an unavoidable cause.

f. Acreage which is planted for the development or production of hybrid seed or for experimental purposes is not insured unless we agree, in writing, to insure such acreage.

g. We may limit the insured acreage to any acreage limitation established under any Act of Congress, if we advise you of the limit prior to planting.

3. Report of acreage, share, and practice. You shall report on our form:

a. All the acreage of cotton in the county in which you have a share;

b. The practice; and

c. Your share at the time of planting.

You shall designate separately any acreage that is not insurable. You shall report if you do not have a share in any cotton planted in the county. This report shall be submitted annually on or before the reporting date established by the actuarial table. We may determine all indemnities on the basis of information you have submitted on this report. If you do not submit this report by the reporting date, we may elect to determine, by unit, the insured acreage, share, and practice or we may deny liability on any unit. Any report submitted by you may be revised only upon our approval.

4. Production guarantees, coverage levels, and prices for computing indemnities.

a. The production guarantees, coverage levels, and prices for computing indemnities are in the actuarial table.

b. The production guarantees in the actuarial table are the second stage guarantees. The first stage guarantee is 60 percent of the second stage guarantee. The stages are:

(1) First Stage—From planting until 50 days after the final planting date or until the shedding of the first blooms, whichever occurs first (we may limit the liability to the first stage if the cotton was damaged during this period to the extent that farmers generally would not further care for the cotton); or

(2) Second Stage—all insured cotton after the first stage.

c. Coverage level 2 will apply if you do not elect a coverage level.

d. You may change the coverage level and price election before the closing date for submitting applications for the crop year as established by the actuarial table.

**5. Annual premium.**

a. The annual premium is earned and payable at the time of planting. The amount is computed by multiplying the production guarantee times the price election, times the premium rate, times the insured acreage, times your share at the time of planting, times the applicable premium adjustment percentage contained in the following table.

**PREMIUM ADJUSTMENT TABLE<sup>1</sup>**

Number of loss years <sup>2</sup>	0	1	2	3	4	5+
Percentage adjustment.....	80	100	115	135	165	200

<sup>1</sup> The Experience Period used for determining the number of "loss years" for the 1984 crop year shall be the period beginning with the 1978 crop year and extending through the 1982 crop year for the 1984 policy. The experience period will expand each year (the first year of the base period being 1978) until a 10-year base period is reached.

<sup>2</sup> A "Loss Year" is defined as a year in which the yield, actual or established, is below the production guarantee for the unit or practice (where the unit consists of more than one practice).

b. Interest shall accrue at the rate of one and one-half percent (1½%) simple interest per calendar month, or any part thereof, on any unpaid premium balance starting on the first day of the month following the first premium billing date.

**6. Deductions for debt.**

Any unpaid amount due us may be deducted from any indemnity payable to you or from any loan or payment due you under any Act of Congress or program administered

by the United States Department of Agriculture or its Agencies

7. Insurance period.

Insurance attaches when the cotton is planted and ends at the earliest of:

- a. Total destruction of the cotton;
- b. Removal of the cotton from the field;
- c. Final adjustment of a loss; or
- d. The date immediately following planting as follows:

- |  |               |
|--|---------------|
| (1) Arizona, California, New Mexico, Oklahoma and all Texas counties except those listed in (2).                               | January 31.   |
| (2) Jackson, Victoria, Goliad, Bee, Live Oak, McMullen, La Salle, Dimmit Counties, Texas and all Texas counties south thereof. | September 30. |
| (3) All other states.....  | December 31.  |

8. Notice of damage or loss.

a. In case of damage or probable loss:

(1) You must give us written notice if:

(a) During the period before harvest, the cotton on any unit is damaged and you decide not to further care for or harvest any part of it;

(b) You want our consent to put the acreage to another use; or

(c) After consent to put acreage to another use is given, additional damage occurs.

Insured acreage may not be put to another use until we have appraised the cotton and given written consent. We shall not consent to another use until it is too late to replant. You must notify us when such acreage is put to another use.

(2) You must give us notice at least 15 days before the beginning of harvest if you anticipate a loss on any unit.

(3) If probable loss is later determined, immediate notice shall be given and a representative sample of unharvested cotton (at least 10 feet wide and the entire length of the field) shall be left for a period of 15 days from the date of the notice, unless we give you written consent to harvest the sample.

4. In addition to the notices required by this section, if you are going to claim an indemnity on any unit, we must be given notice not later than 30 days after the earliest of:

(a) Total destruction of the cotton on the unit;

(b) Harvest of the unit; or

(c) The calendar date for the end of the insurance period (see section 7d).

b. You may not destroy any cotton on which an indemnity shall be claimed until we give consent.

c. You must obtain written consent from us before you destroy any of the cotton which is not to be harvested.

d. We may reject any claim for indemnity if any of the requirements of this section or section 9 are not complied with.

9. Claim for indemnity.

a. Any claim for indemnity on a unit shall be submitted to us on our form not later than 60 days after the earliest of:

(1) Total destruction of the cotton on the unit;

(2) Harvest of the unit; or

(3) The calendar date for the end of the insurance period.

b. We shall not pay any indemnity unless you:

(1) Establish the total production of cotton on the unit and that any loss of production has been directly caused by one or more of the insured causes during the insurance period; and

(2) Furnish all information we require concerning the loss.

c. The indemnity shall be determined on each unit by:

(1) Multiplying the insured acreage by the production guarantee;

(2) Subtracting therefrom the total production of cotton to be counted (see section 9e);

(3) Multiplying the remainder by the price election; and

(4) Multiplying this product by your share.

d. If the information reported by you results in a lower premium than the premium determined to be due, the indemnity shall be reduced proportionately.

e. The total production to be counted for a unit shall include all harvested and appraised production.

(1) When mature cotton (harvested or unharvested) has been damaged solely by insured causes, the production to count shall be reduced if, on the date the final notice of loss is given by the insured, the price quotation for cotton of like quality (price quotation "A") at the applicable spot market is less than 75 percent of price quotation "B". Price quotation "B" shall be that day's spot market price quotation at the same market for cotton of the grade, staple length, and micronaire reading shown by the actuarial table for this purpose. The pounds of production to be counted shall be determined by multiplying the number of pounds (harvested and appraised) of mature cotton by price quotation "A" and dividing the result by 75 percent of price quotation "B".

(2) Appraised production to be counted shall include:

(a) Unharvested production on harvested acreage and potential production lost due to uninsured causes and failure to follow recognized good cotton farming practices;

(b) Not less than the applicable guarantee for any acreage which is abandoned or put to another use without our prior written consent or damaged solely by an uninsured cause;

(c) Only the appraised production in excess of the difference between the first and second stage production guarantee for acreage not covered by (a) and (b) above and which does not qualify for the second stage guarantee will be counted except as provided in (d) below; and

(d) The entire appraisal for uninsured causes shall be counted.

(3) Any appraisal we have made on insured acreage for which we have given written consent to be put to another use shall be considered production unless such acreage:

(a) Is not put to another use before harvest of cotton becomes general in the county;

(b) Is harvested; or

(c) Is further damaged by an insured cause before the acreage is put to another use.

(4) The cotton stalks shall not be destroyed on any acreage for which an indemnity is claimed, until we give consent. An appraisal of not less than the second stage guarantee may be made on acreage where the stalks have been destroyed without our consent.

(5) We may determine the amount of production of any unharvested cotton on the basis of field appraisals conducted after the end of the insurance period.

(6) When you have elected to exclude hail and fire as insured causes of loss and the cotton is damaged by hail or fire, appraisals for uninsured causes shall be made in accordance with Form FCI-78, "Request to Exclude Hail and Fire".

(7) The commingled production of units shall be allocated to such units in proportion to our liability on the harvested acreage of each unit.

f. You shall not abandon any acreage to us.

g. You may not bring suit or action against us unless you have complied with all policy provisions. If a claim is denied, you may sue us in the United States District Court under the provisions of 7 U.S.C. 1508(c). You must bring suit within 12 months of the date notice of denial is mailed to and received by you.

h. We shall pay the loss within 30 days after we reach agreement with you or entry of a final judgment. In no event shall we be liable for interest or damages in connection with any claim for indemnity, whether we approve or disapprove such claim.

i. If you die, disappear, or are judicially declared incompetent, or if you are an entity other than an individual and such entity is dissolved after the cotton is planted for any crop year, any indemnity shall be paid to the person(s) we determine to be beneficially entitled thereto.

j. If you have other fire insurance, fire damage occurs during the insurance period, and you have not elected to exclude fire insurance from this policy, we shall be liable for loss due to fire only for the smaller of:

(1) The amount of indemnity determined pursuant to this contract without regard to any other insurance; or

(2) The amount by which the loss from fire exceeds the indemnity paid or payable under such other insurance. For the purposes of this section, the amount of loss from fire shall be the difference between the fair market value of the production on the unit before the fire and after the fire.

10. Concealment or Fraud.

We may void the contract on all crops insured without affecting your liability for premiums or waiving any right, including the right to collect any amount due us if, at any time, you have concealed or misrepresented any material fact or committed any fraud relating to the contract, and such voidance shall be effective as of the beginning of the crop year with respect to which such act or omission occurred.

11. Transfer of right of indemnity on insured share.

If you transfer any part of your share during the crop year, you may transfer your right to an indemnity. The transfer must be on our form and approved by us. We may collect the premium from either you or your transferee or both. The transferee shall have all rights and responsibilities under the contract.

12. Assignment of indemnity.

You may only assign to another party your right to an indemnity for the crop year on our form and with our approval. The assignee

shall have the right to submit the loss notices and forms required by the contract.

13. Subrogation. (Recovery of loss from a third party.)

Because you may be able to recover all or a part of your loss from someone other than us, you must do all you can to preserve any such rights. If we pay you for your loss then your right of recovery shall at our option belong to us. If we recover more than we paid you plus our expenses, the excess shall be paid to you.

14. Records and access to farm.

You shall keep, for two years after the time of loss, records of the harvesting, storage, shipment, sale or other disposition of all cotton produced on each unit including separate records showing the same information for production from any uninsured acreage. Any person designated by us shall have access to such records and the farm for purposes related to the contract.

15. Life of contract: Cancellation and termination.

a. This contract shall be in effect for the crop year specified on the application and may not be canceled for such crop year. Thereafter, the contract shall continue in force for each succeeding crop year unless canceled or terminated as provided in this section.

b. This contract may be canceled by either you or us for any succeeding crop year by giving written notice on or before the cancellation date preceding such crop year.

c. This contract shall terminate as to any crop year if any amount due us on this or any other contract with you is not paid on or before the termination date preceding such crop year for the contract on which the amount is due. The date of payment of the amount due:

(1) If deducted from an indemnity claim shall be the date you sign the claim; or

(2) If deducted from payment under another program administered by United States Department of Agriculture shall be the date such payment was approved.

d. The cancellation and termination dates are:

State and county	Cancellation and termination dates
Jackson, Victoria, Goliad, Bee, Live Oak, McMullen, La Salle, Dimmit Counties, Texas and all Texas counties lying south thereof.	February 15.
Alabama; Arizona; Arkansas; California; Florida; Georgia; Louisiana; Mississippi; Nevada; North Carolina; South Carolina and Winkler, Ector, Upton, Reagan, Sterling, Coke, Concho, McCulloch, San Saba, Mills, Hamilton, Bosque, Johnson, Tarrant, Wise, Cooke Counties, Texas and all Texas counties lying south thereof to and including Maverick, Zavalla, Frio, Atascosa, Kames, Gonzales, Lavaca, Wharton and Matagorda Counties, Texas.	March 31.
All other Texas counties and all other states.	April 15.

e. If you die or are judicially declared incompetent, or the insured entity is other than an individual and such entity is

dissolved, the contract shall terminate as of the date of death, judicial declaration, or dissolution. *However*, if such event occurs after insurance attaches for any crop year, the contract shall continue in force through the crop year and terminate at the end thereof. Death of a partner in a partnership shall dissolve the partnership unless the partnership agreement provides otherwise. If two or more persons having a joint interest are insured jointly, death of one of the persons shall dissolve the joint entity.

f. The contract shall terminate if no premium is earned for five consecutive years.

16. Contract changes.

We may change any terms and provisions of the contract from year to year. If your price election at which indemnities are computed is no longer offered, the actuarial table will provide the price election which you shall be deemed to have elected. All contract changes shall be available at your service office by December 31 preceding the cancellation date for counties with an April 15 cancellation date and by November 30 preceding the cancellation date for all other counties. Acceptance of any changes shall be conclusively presumed in the absence of any notice from you to cancel the contract.

17. Meaning of terms.

For the purposes of cotton crop insurance:

a. "Actuarial table" means the forms and related material for the crop year approved by us which are available for public inspection in your service office, and which show the production guarantees, coverage levels, premium rates, prices for computing indemnities, practices, insurable and uninsurable acreage, and related information regarding cotton insurance in the county.

b. "ASCS" means the Agricultural Stabilization and Conservation Service of the United States Department of Agriculture.

c. "Cotton" means only American Upland Cotton.

d. "County" means the county shown on the application and:

(1) Any additional land located in a local producing area bordering on the county, as shown by the actuarial table; and

(2) Any land identified by an ASCS farm serial number for the county but physically located in another county.

e. "Crop year" means the period within which the cotton is normally grown and shall be designated by the calendar year in which the cotton is normally harvested.

f. "Final Notice of Loss" means the date you give "Final Notice" as shown on the FCI-74, Claim for Indemnity.

g. "Harvest" means the removal of the seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means.

h. "Insurable acreage" means the land classified as insurable by us and shown as such by the actuarial table.

i. "Insured" means the person who submitted the application accepted by us.

j. "Mature Cotton" means cotton which can be harvested either manually or mechanically and shall include both unharvested and harvested cotton.

k. "New ground acreage" means any acreage which has not been planted to a crop in any one of the previous three crop years,

except that acreage in tame hay or rotation pasture during the previous crop year shall not be considered new ground acreage.

l. "Person" means an individual, partnership, association, corporation, estate, trust, or other business enterprise or legal entity, and wherever applicable, a State, a political subdivision of a State, or any agency thereof.

m. "Service office" means the office servicing your contract as shown on the application for insurance or such other approved office as may be selected by you or designated by us.

n. "Skip-row" means planting patterns consisting of alternating rows of cotton and fallow rows (or rows of another crop) as defined by ASCS.

o. "Spot market" means a market so designated by the Secretary of Agriculture by Regulation (7 CFR 27.93) pursuant to 26 U.S.C. 4862.

p. "Tenant" means a person who rents land from another person for a share of the cotton or a share of the proceeds therefrom.

q. "Unit" means that acreage of insurable cotton identified by a single ASCS Farm Serial Number, in which you have a share, at the time insurance first attaches under this policy for the crop year. Units will be determined when the acreage is reported.

Errors in reporting such units may be corrected by us when adjusting a loss. FCIC may reject or modify any ASCS constitution or reconstitution for the purpose of unit definition, if FCIC determines that the constitution or reconstitution was made in whole or in part to defeat the purpose of the Federal Crop Insurance Program or to gain unfair or disproportionate advantage under this policy.

r. "Yield" means (1) the actual yield as reported to ASCS or (2) the yield as established by ASCS or us.

18. Descriptive headings.

The descriptive headings of the various policy terms and conditions are formulated for convenience only and are not intended to affect the construction or meaning of any of the provisions of the contract.

19. Determinations.

All determinations required by the policy shall be made by us. If you disagree with our determinations you may obtain reconsideration of or appeal those determinations in accordance with Appeal Regulations.

20. Notices.

All notices required to be given by you must be in writing and received by your service office within the designated time unless otherwise provided by the notice requirement. Notices required to be given immediately may be by telephone or in person and confirmed in writing. Time of the notice will be determined by the time of our receipt of the written notice.

#### Appendix A—Counties Designated for Cotton Crop Insurance—7 CFR Part 421

The following counties are designated for Cotton Crop Insurance under the provisions of 7 CFR 421.1.

**Crop: Cotton, State: Alabama**

Autauga	Dekalb	Marion
Baldwin	Elmore	Marshall
Barbour	Escambia	Monroe
Bibb	Etowah	Montgomery
Blount	Fayette	Morgan
Bullock	Franklin	Perry
Butler	Geneva	Pickens
Calhoun	Greene	Pike
Chambers	Hale	Randolph
Cherokee	Henry	Russell
Chilton	Houston	Shelby
Choctaw	Jackson	Sumter
Clarke	Lamar	Talladega
Coffee	Lauderdale	Tallapoosa
Colbert	Lawrence	Tuscaloosa
Conecuh	Lee	Walker
Covington	Limestone	Washington
Crengshaw	Lowndes	Wilcox
Cullman	Macon	Winston
Dale	Madison	
Dallas	Marengo	

**Crop: Cotton, State: Arizona**

Cochise	La Paz	Pima
Graham	Maricopa	Pinal
Greenlee	Mohave	Yuma

**Crop: Cotton, State: Arkansas**

Arkansas	Drew	Ouachita
Ashley	Greene	Phillips
Bradley	Hempstead	Poinsett
Calhoun	Jackson	Prairie
Chicot	Jefferson	Pulaski
Clark	Lafayette	Randolph
Clay	Lawrence	St. Francis
Cleveland	Lee	Sevier
Columbia	Lincoln	Sharp
Conway	Little River	Washington
Craighead	Logan	White
Crittenden	Lonoke	Woodruff
Cross	Miller	Yell
Dallas	Mississippi	
Desha	Monroe	

**Crop: Cotton, State: California**

Butte	Kings	San Bernardino
Colusa	Madera	Stanislaus
Fresno	Merced	Tulare
Imperial	Riverside	
Kern	San Benito	

**Crop: Cotton, State: Florida**

Escambia	Jackson	Santa Rosa
Gulf	Jefferson	Walton
Hamilton	Madison	
Holmes	Okaloosa	

**Crop: Cotton, State: Georgia**

Bacon	Crisp	Lamar
Baker	Decatur	Lanier
Baldwin	Dodge	Laurens
Barrow	Dooly	Lee
Bartow	Early	Lowndes
Ben Hill	Echols	McDuffie
Berrien	Elbert	Macon
Bleckley	Emanuel	Madison
Brooks	Evans	Marion
Bryan	Floyd	Meriwether
Bulloch	Franklin	Miller
Burke	Glascok	Mitchell
Butts	Grady	Montgomery
Calhoun	Hancock	Morgan
Candler	Harris	Newton
Chattooga	Hart	Oconee
Clay	Henry	Oglethorpe
Clinch	Houston	Peach
Coffee	Irwin	Polk
Colquitt	Jackson	Pulaski
Columbia	Jasper	Putman
Cook	Jefferson	Quitman
Coweta	Jenkins	Randolph
Crawford	Johnson	Richmond

Schley
Screven
Seminole
Stephens
Stewart
Sumter
Talbot
Tattnall
Taylor

Telfair
Terrell
Thomas
Tift
Toombs
Treutlen
Turner
Twiggs
Walker

Walton
Warren
Washington
Webster
Wheeler
Wilcox
Wilkes
Wilkinson
Worth

Coal
Comanche
Cotton
Custer
Dewey
Garfield
Garvin
Grady
Greer
Harmon
Hughes
Jackson

Jefferson
Johnston
Kiowa
Le Flore
Lincoln
Logan
Love
McClain
McCurain
Marshall
Noble
Okfuskee

Oklahoma
Pawnee
Payne
Pittsburg
Pontotoc
Pottawatomie
Roger Mills
Stephens
Tillman
Washita

**Crop: Cotton, State: Kansas**

Reno	Rice
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**Crop: Cotton, State: Louisiana**

Avoyelles	Franklin	Richland
Bossier	Grant	St. Landry
Caddo	La Salle	Tensas
Caldwell	Madison	Union
Catahoula	Morehouse	Washington
Claiborne	Natchitoches	Webster
Concordia	Ouachita	West Carroll
Desoto	Pointe Coupee	West Feliciana
East Carroll	Rapides	Winn
Evangeline	Red River	

**Crop: Cotton, State: Mississippi**

Adams	Jefferson	Prentiss
Alcorn	Jefferson Davis	Quitman
Attala	Jones	Rankin
Benton	Kemper	Scott
Bolivar	Lafayette	Sharkey
Calhoun	Lauderdale	Simpson
Carroll	Lawrence	Smith
Chicksaw	Leake	Sunflower
Choctaw	Lee	Tallahatchie
Claiborne	Leflore	Tate
Clarke	Lincoln	Tippah
Clay	Lowndes	Tishomingo
Coahoma	Madison	Tunica
Copiah	Marshall	Union
Covington	Monroe	Walthall
Desoto	Montgomery	Warren
Forrest	Neshoba	Washington
Franklin	Newton	Wayne
Grenada	Noxubee	Webster
Hinds	Oktibbeha	Winston
Holmes	Panola	Yalobusha
Humphreys	Perry	Yazoo
Issaquena	Pike	
Itawamba	Pontotoc	

**Crop: Cotton, State: Missouri**

Butler	New Madrid	Stoddard
Dunklin	Pemiscot	
Mississippi	Scott	

**Crop: Cotton, State: Nevada**

Nye
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**Crop: Cotton, State: New Mexico**

Chaves	Eddy	Otero
Curry	Hidalgo	Quay
De Baca	Lea	Roosevelt
Dona Ana	Luna	Sierra

**Crop: Cotton, State: North Carolina**

Alamance	Gates	Northampton
Anson	Granville	Perquimans
Bertie	Halifax	Pitt
Bladen	Harnett	Robeson
Cabarrus	Hertford	Rutherford
Chatham	Hoke	Sampson
Chowan	Iredell	Scotland
Cleveland	Johnston	Union
Cumberland	Lincoln	Vance
Currituck	Martin	Wake
Edgecombe	Mecklenburg	Washington
Franklin	Montgomery	Wayne
Gaston	Nash	Wilson

**Crop: Cotton, State: Oklahoma**

Beckham	Bryan	Canadian
Blaine	Caddo	Cleveland

**Crop: Cotton, State: South Carolina**

Abbeville	Colleton	McCormick
Aiken	Darlington	Marion
Allendale	Dillon	Marlboro
Anderson	Edgefield	Oconee
Bamberg	Florence	Orangeburg
Barnwell	Greenville	Richland
Berkeley	Greenwood	Saluda
Calhoun	Hampton	Spartanburg
Cherokee	Kershaw	Sumter
Chester	Laurens	Williamsburg
Chesterfield	Lee	York
Clarendon	Lexington	

**Crop: Cotton, State: Tennessee**

Carroll	Hardeman	McNairy
Chester	Hardin	Madison
Crockett	Haywood	Obion
Dyer	Henderson	Rutherford
Fayette	Lake	Shelby
Franklin	Lauderdale	Tipton
Gibson	Lawrence	Wayne
Giles	Lincoln	Weakley

**Crop: Cotton, State: Texas**

Anderson	Dawson	Howard
Andrews	Deaf Smith	Hudspeth
Angelina	Delta	Hunt
Aransas	Denton	Hutchinson
Archer	Dickens	Irion
Armstrong	Dimmit	Jack
Atascosa	Donley	Jackson
Austin	Duval	Jim Wells
Bailey	Eastland	Johnson
Bastrop	Ector	Jones
Baylor	Ellis	Karnes
Bee	El Paso	Kaufman
Bell	Erath	Kenedy
Borden	Falls	Kent
Bosque	Fannin	King
Bowie	Fayette	Kinney
Brazoria	Fisher	Kleberg
Brazos	Floyd	Knox
Briscoe	Foard	Lamar
Brooks	Fort Bend	Lamb
Brown	Freestone	Lampasas
Burleson	Frio	La Salle
Burnet	Gaines	Lavaca
Caldwell	Garza	Lee
Calhoun	Gillespie	Leon
Callahan	Glasscock	Liberty
Cameron	Goliad	Limestone
Carson	Gray	Live Oak
Castro	Grayson	Lubbock
Childress	Grimes	Lynn
Clay	Guadalupe	McCulloch
Cochran	Hale	McLennan
Coke	Hall	Madison
Coleman	Hamilton	Martin
Collin	Hardeman	Mason
Collingsworth	Harris	Matagorda
Colorado	Hartley	Maverick
Comanche	Haskell	Medina
Concho	Hays	Midland
Cooke	Hemphill	Milan
Coryell	Henderson	Mills
Cottle	Hidalgo	Mitchell
Crosby	Hill	Montague
Culberson	Hockley	Moore
Dallam	Hopkins	Motley
Dallas	Houston	Nacogdoches

Navarro	Schleicher	Walker
Nolan	Scurry	Waller
Nueces	Schakelford	Ward
Palo Pinto	Sherman	Washington
Parker	Starr	Webb
Parmer	Stephens	Wharton
Pecos	Sterling	Wheeler
Presido	Stonewall	Wichita
Rains	Swisher	Wilbarger
Randall	Tarrant	Willacy
Reagan	Taylor	Williamson
Red River	Terry	Wilson
Reeves	Throckmorton	Wise
Refugio	Tom Green	Yoakum
Robertson	Travis	Young
Rockwall	Upton	Zapata
Runnels	Uvalde	Zavala
Rusk	Van Zandt	
San Patricio	Victoria	

**Crop: Cotton, State: Virginia**

Brunswick      Greenville      Southampton

Done in Washington, D.C., on September 15, 1983.

Peter F. Cole,

Secretary, Federal Crop Insurance Corporation.

Approved December 28, 1983.

Edward Hews,  
Acting Manager.

[FR Doc. 84-289 Filed 1-5-84; 8:45 am]

BILLING CODE 3410-08-M

**7 CFR Part 432****Corn Crop Insurance Regulations; Corrections**

AGENCY: Federal Crop Insurance Corporation, USDA.

ACTION: Final rule; correction.

**SUMMARY:** The final rulemaking for the Corn Crop Insurance Regulations, published in the *Federal Register* on April 24, 1981, at 46 FR 23213, contained an error in inadvertently omitting a county in Texas where such insurance is otherwise authorized to be offered. This notice is being published to correct that error.

EFFECTIVE DATE: January 6, 1984.

ADDRESS: Any suggestions or inquiries on this notice should be sent to the Office of the Manager, Federal Crop Insurance Corporation, U.S. Department of Agriculture, Washington, D.C. 20250.

FOR FURTHER INFORMATION CONTACT: Peter F. Cole, Secretary, Federal Crop Insurance Corporation, U.S. Department of Agriculture, Washington, D.C., 20250, telephone (202) 447-3325.

**PART—432 [CORRECTED]**

7 CFR Part 432 is corrected in Appendix B under the listing of counties for corn crop insurance in Texas, found at 46 FR 23216 in the center column thereof, by inserting the word

"Glasscock" immediately below the word "Erio" and immediately above the word "Gray."

Issued in Washington, D.C., on December 22, 1983.

Dated: December 27, 1983.

Peter F. Cole,

Secretary, Federal Crop Insurance Corporation.

Approved by:

Glen V. Bjorklund,

Acting Manager.

[FR Doc. 84-281 Filed 1-5-84; 8:45 am]

BILLING CODE 3410-08-M

**Agricultural Marketing Service****7 CFR Part 910**

[Lemon Regs. 445 and 444, Amdt. 1]

**Lemons Grown in California and Arizona; Limitation of Handling**

AGENCY: Agricultural Marketing Service, USDA.

ACTION: Final rule.

**SUMMARY:** This action establishes the quantity of California-Arizona lemons that may be shipped to the fresh market during the period January 8-14, 1984, and increases the quantity of lemons that may be shipped during the period January 1-7, 1984. Such action is needed to provide for orderly marketing of fresh lemons for the periods specified due to the marketing situation confronting the lemon industry.

**DATES:** The regulation becomes effective January 8, 1984, and the amendment is effective for the period January 1-7, 1984.

FOR FURTHER INFORMATION CONTACT: William J. Doyle, Chief, Fruit Branch, F&V, AMS, USDA, Washington, D.C. 20250, telephone 202-447-5975.

**SUPPLEMENTARY INFORMATION:** This final rule has been reviewed under Secretary's Memorandum 1512-1 and Executive Order 12291 and has been designated a "non-major" rule. William T. Manley, Deputy Administrator, Agricultural Marketing Service, has certified that this action will not have a significant economic impact on a substantial number of small entities.

This final rule is issued under Marketing Order No. 910, as amended (7 CFR Part 910) regulating the handling of lemons grown in California and Arizona. The order is effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674). The action is based upon the recommendations and information

submitted by the Lemon Administrative Committee and upon other available information. It is hereby found that this action will tend to effectuate the declared policy of the Act.

This action is consistent with the marketing policy currently in effect. The committee met publicly on January 3, 1984, at Los Angeles, California, to consider the current and prospective conditions of supply and demand and recommended a quantity of lemons deemed advisable to be handled during the specified weeks. The committee reports the demand for lemons is steady.

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 and amendment are 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, and the amendment relieves restrictions on the handling of lemons. 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.

**List of Subjects in 7 CFR Part 910**

Marketing agreements and orders, California, Arizona, Lemons.

**PART 910—[AMENDED]**

1. Section 910.745 is added as follows:

**§ 910.745 Lemon regulation 445.**

The quantity of lemons grown in California and Arizona which may be handled during the period January 8, 1984, through January 14, 1984, is established at 210,000 cartons.

2. Section 910.744 Lemon Regulation 444 (48 FR 57468) is revised to read as follows:

**§ 910.744 Lemon regulation 444.**

The quantity of lemons grown in California and Arizona which may be handled during the period January 1, 1984, through January 7, 1984 is established at 230,000 cartons.

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