

which case we will use the harvested production. If you do not continue to care for the crop, our appraisal made prior to deferring the claim will be used to determine the production to count; and

(2) For all states except California, all harvested and appraised marketable pear production from the insurable acreage.

(3) For California, all harvested and appraised production that:

(i) Meets the standards for first grade canning as defined by the California Pear Advisory Board or for U.S. Number 1 as defined by the United States Standards for Grades of Summer and Fall Pears, or Pears for Processing, or for U.S. Extra Number 1 or U.S. Number 1 as defined by the United States Standards for Grades of Winter Pears;

(ii) Is accepted by a processor for canning or packing; or

(iii) Is marketable for any purpose.

However, if the pears are damaged by an insured cause, the production to count will be reduced by the greater of the following amounts:

(A) The excess over ten percent (10%) of pears that are size 180 or smaller for varieties other than Forelle, Seckel or Winter Nelis; or

(B) The result of dividing the value per ton of such pears by the highest price election for the insured varietal group, subtracting this result from 1.000, and multiplying this difference (if positive) by the number of tons of such pears.

## 12. Written Agreements

Designated terms of this policy may be altered by written agreement in accordance with the following:

(a) You must apply in writing for each written agreement no later than the sales closing date, except as provided in section 12(e);

(b) The application for a written agreement must contain all variable terms of the contract between you and us that will be in effect if the written agreement is not approved;

(c) If approved, the written agreement will include all variable terms of the contract, including, but not limited to, crop type or variety, the guarantee, premium rate, and price election;

(d) Each written agreement will only be valid for one year (If the written agreement is not specifically renewed the following year, insurance coverage for subsequent crop years will be in accordance with the printed policy); and

(e) An application for a written agreement submitted after the sales closing date may be approved if, after a physical inspection of the acreage, it is determined that no loss has occurred and the crop is insurable in accordance with the policy and written agreement provisions.

## 13. Pear Quality Adjustment Endorsement

(a) This endorsement applies to any crop year: *Provided*,

(1) The insured pears are located in a State other than California and the actuarial table designates a premium rate for this endorsement;

(2) You have not elected to insure your pears under the Catastrophic Risk Protection (CAT) Endorsement;

(3) You elected it on your application or other form approved by us, and did so on or before the sales closing date for the initial crop year for which you wish it to be effective. By doing so, you agreed to pay the additional premium designated in the actuarial table for this optional coverage; and

(4) You or we did not cancel it in writing on or before the cancellation date. Your election of CAT coverage for any crop year after this endorsement is effective will be considered as notice of cancellation by you.

(b) If the pear production is damaged by hail and if eleven percent (11%) or more of the harvested and appraised production does not grade at least U.S. No. 2 in accordance with applicable United States Standards for Grades of Summer and Fall Pears, United States Standards for Grades of Winter Pears, or United States Standards for Grades of Pears for Processing, as applicable, due solely to hail, the amount of production to count will be reduced as follows:

(i) By two percent (2%) for each full one percent (1%) in excess of ten percent (10%), when eleven percent (11%) through sixty percent (60%) of the pears fail the grade standard; or

(ii) By one hundred percent (100%) when more than sixty percent (60%) of the pears fail the grade standard.

The difference between the reduced production determined in section 13(b) and the total production will be considered as cull production.

(c) Pears that are knocked to the ground by wind or that are frozen and cannot be packed or marketed as fresh pears will be considered one hundred percent (100%) cull production.

(d) Marketable production that grades less than U.S. No. 2 due to causes not covered by this endorsement will not be reduced.

(e) Fifteen percent (15%) of all production considered as cull production in accordance with section 13 (b) and (c) will be production to count.

Signed in Washington, D.C., on October 31, 1996.

Kenneth D. Ackerman,  
Manager, Federal Crop Insurance Corporation.

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## 7 CFR Part 457

RIN 0563-AB56

### Common Crop Insurance Regulations; Texas Citrus Fruit Crop Insurance Provisions; Correction

AGENCY: Federal Crop Insurance Corporation, USDA.

ACTION: Final rule; correction.

**SUMMARY:** This document contains corrections to the final regulation which was published Thursday, August 8, 1996 (61 FR 41297-41303). The regulation pertains to the insurance of Texas citrus fruit.

**EFFECTIVE DATE:** November 6, 1996.

## FOR FURTHER INFORMATION CONTACT:

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## SUPPLEMENTARY INFORMATION:

### Background

The final regulation that is the subject of this correction was intended to provide policy changes to better meet the needs of the insured and to combine the Texas Citrus Endorsement with the Common Crop Insurance Policy for ease of use and consistency of terms.

### Need For Correction

As published, the final regulations contained an error which may prove to be misleading and is in need of clarification.

### Correction of Publication

Accordingly, the publication on August 8, 1996, of the final regulation at 61 FR 41297-41303 is corrected as follows:

## PART 457—[CORRECTED]

### § 457.119 [Corrected]

On page 41302, in the second column, in § 457.119, section 10(a)(8) is corrected to read "Failure of the irrigation water supply if caused by an insured peril or drought that occurs during the insurance period."

Signed in Washington D.C., on October 31, 1996.

Kenneth D. Ackerman,  
Manager, Federal Crop Insurance Corporation.

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## DEPARTMENT OF JUSTICE

### Immigration and Naturalization Service

#### 8 CFR Part 103

[INS No. 1802-96]

### Extension of Implementation Date for Use of Designated Fingerprinting Services

AGENCY: Immigration and Naturalization Service, Justice.

ACTION: Final rule.

**SUMMARY:** A final rule certifying Designated Fingerprinting Services (DFS) to take fingerprints of applicants for immigration benefits was published by the Immigration and Naturalization