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June 9, 2005

Ms. Jean A. Webb
Secretary of the Commission
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: **Amendments to Rules 13.13, 13.16 and 13.23 –
Submission Pursuant to Section 5c(c)(2) of the Act and Regulation 40.4(b)(6)**

Dear Ms. Webb:

In accordance with Section 5c(c)(2) of the Commodity Exchange Act, as amended, and Regulation 40.4(b)(6), the Board of Trade of the City of New York, Inc. (the "Exchange") submits amendments to Rules 13.13, 13.16 and 13.23, attached as Exhibit A.

The amendments to Rules 13.13, 13.16 and 13.23 provide for the imposition of a one hundred fifty dollar (\$150) penalty for each contract listed on a FCOJ delivery notice, plus proven losses payable to the receiving clearing member, whenever specified violations of the FCOJ delivery process are committed by the delivering clearing member. The amendments to Rules 13.13 and 13.16 specify the violations of the delivery process for which the penalty may be imposed. The reason for specifying the violations is to distinguish those violations that would only require the penalty and those that would constitute a default for which there are other specified remedies.

Rule 13.23 details the procedures for imposing the penalty. If the delivering clearing member agrees to pay the \$150 penalty for each contract and the receiving clearing member is not asking for proven losses, then the payment of the penalty is straightforward. However, if the delivering clearing member objects and/or the receiving clearing member claims proven losses, then a hearing will be held to satisfy all due process concerns.

The Exchange deems the amendments to be non-material changes as the amendments to Rules 13.13, 13.16 and 13.23 meet the requirements of Regulation 40.4(b)(6) because they will have no effect on the economic characteristics of the product.

The Exchange certifies that the amendments comply with the requirements of the Commodity Exchange Act and the rules and regulations promulgated thereunder.

The amendments were approved by the Exchange's Board of Governors on June 8, 2005. No substantive opposing views were expressed by members or others with respect to the amendments. The amendments will become effective with the September 2005 expiration, more than ten days after receipt of this Submission by the Commission.

If you have any questions or need further information, please contact me at jfassler@nybot.com or 212-748-4084.

Sincerely,

Jill S. Fassler
Vice President
Associate General Counsel

cc: Riva Adriance
Thomas Leahy
CFTC, Division of Market Oversight
Allen Cooper
CFTC, New York Regional Office

(In the text of the amendments below, additions are underlined and deletions are bracketed and lined out.)

Rule 13.13. Delivery Notices

* * *

(i) If the Notice of Delivery Information is inaccurate, the receiving Clearing Member shall file a written Claim concerning the inaccuracy with the delivering Clearing Member and the Exchange's Office of Commodity Operations no later than ten (10) days after the day of delivery. The written Claim shall include the amount of compensation for losses being sought by the Claimant. Resolution of the Claim shall proceed in accordance with Rule 13.23.

Rule 13.16. Delivery of Invoice and Documents

* * *

(b)(iii) If the Deliverer fails to tender to the Receiver the documents listed in either subparagraph (b)(i)(A) or (b)(ii)(A) of this Rule on the day prior to the day of delivery but tenders the documents on the day of delivery and the delivery is completed in accordance with this Rule, the Receiver shall file a written Claim concerning such failure with the Deliverer and the Exchange's Office of Commodity Operations no later than ten (10) days after the day of delivery. The written Claim shall include the amount of compensation for losses being sought by the Claimant. Resolution of the Claim shall proceed in accordance with Rule 13.23.

Rule 13.23. [Reserved] Delivery Claims

(a) All non-disputed delivery Claims filed with the Exchange pursuant to Rules 13.13(i) and/or 13.16(b)(iii) shall be paid by the delivering Clearing Member to the receiving Clearing Member within ten (10) Business Days of receipt of the written notification. The delivering Clearing Member shall pay to the receiving Clearing Member one hundred fifty dollars (\$150) for each contract covered by the notice of delivery. If payment is not made within such ten (10) Business Day period, the delivering Clearing Member shall be assessed a late payment penalty of fifty dollars (\$50) for each contract covered by the notice of delivery for each Business Day the Claim remains unpaid. The late payment penalty shall be assessed by and paid to the Exchange.

(b) If a delivering Clearing Member disputes a Claim filed in accordance with the Rules or the Claim filed by the receiving Clearing Member seeks compensation for losses, the Chairman shall promptly appoint a panel of three (3) disinterested members of the FCOJ Warehouse and Delivery Committee to hear and determine the Claim. If members of the FCOJ Warehouse and Delivery Committee have an interest in the dispute which precludes the appointment of a panel comprised entirely of members of the FCOJ Warehouse and Delivery Committee, the Chairman may appoint to the Committee, in his sole discretion, other persons who are associated with the FCOJ trade, provided, however, that in no event shall a panel fail to include at least one (1) disinterested member of the FCOJ Warehouse and Delivery Committee. The panel shall establish the date, time and place for a hearing. Each panel shall determine the procedures to be followed in any hearing before it, except that the following shall apply in every case:

(i) each of the parties shall be entitled to appear personally at the hearing(s);

(ii) each of the parties, at his own expense, shall have the right to be represented by counsel in any aspect of the proceedings;

(iii) each of the parties, at his own expense, shall be entitled to (1) prepare and present all relevant facts in support of the Claims and grievances, defenses or counterclaims which arise out of the Claim and does not require the presence of third (3rd) parties over whom the Exchange cannot acquire jurisdiction and to present rebuttal evidence to such Claims or grievances, defenses or counterclaims made by the other parties, (2) examine the other parties, (3) examine any witnesses appearing at the hearing(s), and (4) examine all relevant documents presented in connection with the Claim, or any defense or counterclaim applicable thereto;

(iv) the formal rules of evidence shall not apply;

(v) no verbatim record shall be made of the proceedings unless requested by a party, in which event the requesting party shall bear the cost of such record and a stenographic transcript shall be taken, but not transcribed, unless a transcript is requested by a party, who shall bear the cost of such transcription;

(vi) Ex parte contacts by any of the parties with any member of the panel shall not be permitted;

(vii) The panel shall have the power, on the request of any party or on its own motion, to require any Person to testify and/or produce documentary evidence in the proceedings as and to the extent provided for in Rule 21.04;

(viii) Any party to the dispute may apply to the panel for permission to join as a party any other Member (1) who is or may be liable to such party for all or part of the Claim being asserted against him or (2) who claims an interest in the subject of the dispute. The panel shall have complete and absolute discretion to grant or to deny any such application, in whole or in part; and

(ix) The rights and duties set forth in this Rule with respect to parties shall apply to any Member joined as a party pursuant to subparagraph (a)(viii) hereof.

(c) The panel shall render its decision in writing. If the panel determines that the Claim is valid, the panel shall award to the receiving Clearing Member one hundred fifty dollars (\$150) for each contract covered by the notice of delivery plus the amount of any losses proven to have been incurred by the receiving Clearing Member. Payment of the award shall be made to the receiving Clearing Member by the delivering Clearing Member. The award of the panel shall be final and binding upon each of the parties, and judgment upon such award may be entered by any court having jurisdiction. In addition, any award, if not complied with within the time specified in the award, shall be enforceable by disciplinary proceedings commenced pursuant to the Rules.