

## Full Text Latest Draft of Marketing Agreement

Being Used by Farmers in Forming Local Co-operative Associations to Work in Conjunction With the Regional Divisions of the National, and the National Grain Corporation, Sponsored by the Federal Farm Board. Signing of Agreement Automatically Makes Farmer a Member of the Association.

This agreement, by and between the (Local Name) Grain Growers, Inc., a cooperative marketing association, incorporated under the laws of the State of (Name State) with its principal place of business at (Name Town) hereinafter called the Association, first party, and the undersigned grower, hereinafter called the Grower, second party, witnesseth:

That for and in consideration of the expenses incurred or to be incurred by the Association in providing means and facilities for handling, storing, and marketing wheat; and in further consideration of the mutual obligations and promises of the respective parties hereto, it is hereby agreed as follows:

1. The Grower is or hereby agrees to become a stockholder or member of the Association and agrees to abide by its by-laws, rules, and regulations. In becoming a stockholder or member, in accordance with the by-laws or rules of the Association relative thereto, and in executing this agreement, the Grower is helping to carry out the express aims and purposes of the Association for cooperative marketing, for the elimination of waste in handling, storing, and marketing wheat; and for stabilizing wheat markets in the interests of the Grower and the public through this and generally similar obligations undertaken by other growers.

2. The Association buys and the Grower sells and agrees to deliver to the Association all of the wheat produced by or for him or acquired by or for him as landlord or lessor, in the area served by the Association, during the continuance of this contract, which is hereby understood to remain in full force and effect from year to year, unless the laws of the State or the by-laws of the Association limit the duration of such a contract or unless the contract is cancelled as hereinafter provided. It is understood, however, that this contract does not apply to wheat retained by the Grower for seed or feed, or sold by him for seed or feed directly to other wheat growers.

3. It is agreed that the Grower shall have the privilege of withholding any season's crop from the terms of this contract after his first year's delivery hereunder, upon payment of a fee of one dollar (\$1.00) and by giving notice by registered mail to the Association of his intention so to do, said notice to be given between March 1 and 15 of the year such crop is to be so withheld from delivery. A grower withdrawing for a season under this provision shall not be reinstated under any circumstances until the end of the crop season for which he shall have so withdrawn, at which time the withholding privilege expires and all succeeding crops must be sold and delivered to the Association under the terms of this contract unless the Grower again elects to withdraw in the same manner, provided that either party hereto may cancel this agreement in entirety after five (5) years from the date hereof, or in any year thereafter, by giving written notice to the other party on or before March 1 of such year.

4. Withdrawal by the Grower for any marketing season or cancellation by either party after five (5) years shall not relieve the Grower from delivery to the Association of wheat harvested by him previous to the date when such withdrawal or cancellation becomes effective, and shall not relieve the Association from its obligation to purchase and handle such wheat under the terms of this agreement. It shall not affect any incomplete transactions between the parties.

5. The Grower agrees that in the event of a breach by him of any of the provisions of this agreement he shall thereby forfeit the privilege of temporary withdrawal or cancellation, as hereinbefore provided, unless the Board of Directors of the Association restore such privilege for the good of the Association. The Board of Directors may, upon notice to the Grower, at any time expel the Grower from membership and cancel his contract, as provided in the by-laws, and the contract of the Grower shall not be restored and he shall not be re-admitted to membership in this Association except as provided in the by-laws. The cancellation of the contract or the expulsion of the Grower shall immediately deprive him of his right to vote or hold office in the Association or otherwise participate in its affairs. He shall, however, have the option of continuing to deliver his wheat to the Association and to demand settlement therefor, in accordance with the terms of this contract, until the next March, during which he might have voluntarily withdrawn under the terms of this contract.

6. In the event a stockholder is expelled or is found ineligible by the Board of Directors to own or hold stock in the Association, the stockholder may sell his stock to any person approved by the Board. If there be no such purchaser the Grower hereby designates the Secretary of the Association as his agent to effect the sale and transfer of his shares and the Board shall pay for said stock at its reasonable value, as conclusively determined by the Board, and the Association may thereafter re-issue said shares to a qualified person to the same effect as if said stock had been offered for transfer in the usual manner.

7. The Grower hereby warrants that he has not heretofore entered into any contract which would affect his right to sell and deliver all his wheat to the Association, except as specified at the end of this agreement. Any wheat covered by contracts or mortgages as specified herein shall be excluded from the

terms of this agreement for the period and to the extent noted, if the lien-holder refuses to permit sale and delivery to the Association.

8. All wheat shall be delivered, to the order of the Association, at the earliest reasonable time after harvesting, unless the Association notifies the Grower otherwise, at the warehouse or elevator owned or controlled by the Association or with which the Association has a contract, at the shipping station or ordinarily used by the Grower. If the Association controls no such facilities and has no such contract at the shipping station of the Grower, then the Grower may deliver his wheat to the order of the Association at any shipping station chosen by him that has an elevator or warehouse approved by the Association, or by shipment as directed by the Association and by delivery of the endorsed wheat tickets or warehouse receipts or bills of lading properly receipted or endorsed.

9. It is agreed that the Association shall buy and resell all grain delivered to it under the terms of this contract, in accordance with the optional methods provided herein.

a. **First Option to Pool.** The Grower shall deliver his wheat to the Association, but it is agreed that if the Grower at the time of delivery of his wheat to the Association gives written notice of his election to pool his wheat, that then such wheat may be mingled with other wheat of like variety, quality, grade or classification delivered by other growers, and the Association shall re-sell such pooled wheat delivered by said growers under this option and under generally similar contracts at the best prices obtainable under market conditions, and the returns from the re-sale of the pooled wheat also shall be pooled and the net amount received therefrom shall be paid over to the Grower and Growers participating in said pool, in proportion to the wheat delivered by each of them, after deducting therefrom, within the discretion of the Association, the costs of transporting, handling, grading, storing, insurance, interest, selling and marketing such pooled grain, and an Association charge of not to exceed one per cent of the gross resale price for commercial reserves, operating capital, or other proper Association purposes, in the conclusive discretion of the Association. The annual surplus from such Association charge, if any, shall be credited to Growers delivering wheat under this option and in accordance with the provisions of this agreement and of the by-laws of the Association. Payments for wheat delivered under this option shall be made to the Growers from time to time, as rapidly as possible, in due proportion to the amount of wheat which each Grower has in such pool, until the accounts of each pool are completely settled.

b. **Second Option.** As to all wheat not placed in the pool the Grower shall deliver and sell his wheat to the Association and it is agreed that he has reserved the right to designate the day upon which he desires to accept the day's market price. The Association under this option agrees to pay the Grower the day's market price as determined by the Board of Directors, or by the buying agency represented by the Association, for the day on which the

Grower elects to thus fix his price, and the Association shall pay such price on delivery of the wheat or on surrender of the warehouse receipts properly endorsed, subject to the accrued storage and other ordinary incidental charges. In addition thereto the Association may make a charge of not to exceed one per cent of the Grower's re-sale price for commercial reserves, operating capital or other proper Association purposes, in the conclusive discretion of the Association. The annual surplus from such Association charge, if any, shall be credited to Growers in accordance with the provisions of this agreement and the by-laws of the Association.

10. If the Grower, at the time of delivering his wheat to the warehouse, elects to have such wheat handled in accordance with the Second Option, and if such wheat is delivered in sacks it may, if the Grower so desires and upon his written request to the Association, be placed in a separate pile.

11. If the wheat of the Grower is encumbered or for other reasons in such condition that it appears impractical to handle said wheat under any of the optional methods hereinbefore described, then said wheat may be handled in a separate pool or otherwise as may be determined and agreed upon by the Grower and the Board of Directors of the Association.

12. It is agreed that the Board of Directors may from time to time provide other optional methods of sale if it is in the interest of the Growers so to do.

13. After the Grower delivers his wheat there shall be no transfer from one sales option to another. The Grower may, however, if he so elects, deliver some of his wheat under one option and some under another.

14. It is agreed that the Association may handle and sell some wheat in one way and some in another but that in the methods used or the charges made under each optional sales plan are to be adjusted in such a manner as will result in an equitable distribution of the Association expenses.

15. Any deductions or allowance or loss that the Association may make or suffer on account of inferior grade, quality, or condition of wheat at delivery under the First Option shall be charged against the Grower delivering such wheat and deducted from his returns.

16. The Association may make reasonable rules and regulations and provide inspectors or graders to standardize and grade the quality and the manner and method of handling and shipping wheat; and the Grower agrees to observe and perform any such rules and regulations prescribed by the Association and to accept the grading established by the State and Federal governments and the Association.

17. The Grower agrees that the Association, or the North Pacific Grain Growers, Inc., or any duly authorized agent of the Association shall have power, without limitation or restriction, each in its own name, and on its own account, to borrow money on any wheat delivered to it under the terms of this contract, through drafts, acceptances, notes, debentures, or otherwise, or on any warehouse receipts or bills of lading, or upon any accounts for the sale of wheat, or on any commercial

paper delivered therefor, and shall have the power to pledge in its own name, and on its own account, such wheat, drafts, acceptances, notes, debentures, warehouse receipts and bills of lading, accounts, or other commercial paper, as collateral therefor. The Association in its discretion, shall cause such money so received to be prorated among its growers equitably, or may use all or any part of the money so borrowed for its corporate activities or purposes.

18. If the Grower places a mortgage upon any of his crops of wheat during the term of this agreement, such mortgage shall not interfere in any manner with the rights of the Association under this contract, and the Association shall have the right to take delivery of his wheat and to pay off all or part of the crop mortgage for the account of the Grower and charge the same against him individually.

19. If this agreement is signed by one or more members of a partnership, it shall apply to the partnership, and to each of the partners individually in the event of dissolution or termination of the partnership.

20. It is expressly agreed that this instrument is one of a series generally similar in terms comprising with all such agreements, signed by individual growers, or otherwise, one single contract between the Association and the said growers, but it is mutually agreed that the cancellation of any agreement or agreements in this series shall not operate to invalidate this contract, and that the Association may enter into agreements with other growers differing in terms from those contained herein without invalidating this contract, provided that the grower at his request may sign a similar contract as a substitute for this agreement.

21. It is agreed that the Association is or shall become a stockholder in the North Pacific Grain Growers Inc., and that it shall sell all wheat to or through the North Pacific Grain Growers Inc., or the Farmers National Grain Corporation, under such contracts, rules, regulations, or conditions as the said North Pacific Grain Growers Inc., and the Farmers National Grain Corporation may prescribe, and any expense connected therewith which is not herein provided shall be deemed marketing costs.

Any provision of this agreement which is at variance with any contract to be entered into by the Association with the North Pacific Grain Growers, Inc., or the Farmers National Grain Corporation, and which makes it impractical or impossible to so contract or operate in accordance with the plans of the regional and national associations referred to, shall be considered without force and ineffective to the extent that it is at variance, but all other provisions shall remain in full force and effect.

22. It is expressly agreed by both parties, notwithstanding any other provisions of this contract to the contrary, that the Growers will deliver and the Association will receive wheat under this agreement only if and when the volume obtainable under this and like contracts is sufficient, in the judgment of the Board of Directors of the Association, to assure economical and advantageous operation; and also only if and when the Association enters into an agreement with the North Pacific Grain Growers, Inc., that makes it possible to market wheat to or through the North Pacific Grain Growers, Inc., or the Farmers National Grain Corporation. In the event that sufficient volume is not obtainable or said agreement cannot be made with the North Pacific Grain Growers, Inc., then the Association may by public notice cancel this and similar marketing contracts with other Growers.

23. The parties to this contract agree that there are no oral or other conditions, promises, covenants, representations or inducements in addition to or at variance with any of the terms hereof, and that this agreement represents the voluntary and clear understanding of both parties, fully and completely.

By signing this Marketing Agreement the Grower applies for membership in the Association and the signing hereof by the Association shall constitute an acceptance of the application.

24. **Existing Contracts.** In accordance with paragraph 7 of this contract the following mortgages or liens are in effect and the wheat covered is exempted hereunder to the extent noted: (List Mortgages or Liens.)

(Signature and address of Grower.)  
(Signature of Association.)

## HOME POINTERS

(From School of Home Economics, Oregon State College.)

A little shredded coconut and a bit of almond flavor give a delicious new flavor to rice pudding.

The disagreeable odor often left in dishes or pans that have contained fish may be removed by adding a large tablespoonful of salt to the rinsing water when washing them.

A corn popper is very convenient for roasting walnuts. If the whole nuts are put in and roasted until the shells are soft and crumbly, the meats are delicious.

A pretty way to serve biscuits for a luncheon is to cut them in tiny rounds, (an empty paprika can may be used for this) and fit three in each compartment of a muffin pan. This gives a clover leaf effect.

A new way to cook potatoes! Scrub them with vegetable brush, boil in "jackets" until tender, cut in thick slices, brush with fat and brown under a broiler. The result is delicious.

Have you ever tried "souffle" crackers. To make them, the soda crackers are laid in a flat pan of ice water for eight minutes. Then the water is drained off and the crackers baked in a medium oven for 45 minutes. They should come out a light golden brown and flakily tender.

Ralph Butler came to Heppner from his ranch near Cecil to attend to business matters last Thursday.

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The big reception given the 1930 Chevrolet has filled our showrooms with late model, low mileage cars that must be sold this week to make room for more

trade-ins. Now you can secure a handsome, dependable used car bearing the red tag "with an OK that counts". This signifies that the car has been thoroughly reconditioned by expert mechanics to top-notch appearance and performance.

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1928 CHEVROLET COUPES (2 of them)—Both of these have been thoroughly reconditioned. Good rubber all around and fine paint. Be sure to see these for economical \$400 transportation. . . . .

1928 DODGE SIX SEDAN—Our mechanics have reconditioned this car and put it in first class condition. Five good tires and license. . . . . \$450

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