

Full Text of Contract of Umatilla Cooperative Growers Association ARTICLES OF INCORPORATION ISSUED : : WILL MARKET CROPS OF ACREAGE BEING SIGNED UP

The Standard sales contract of the Umatilla Project Cooperative Growers Association:

This agreement, made and entered into by and between the Umatilla Project Cooperative Growers Association, a non-profit association organized for the cooperative marketing of the farm products of its members hereinafter called "the association," first party, and the undersigned grower or growers, hereinafter called the grower, second party:

Witnesseth—The grower is a member of the association and agrees to abide by its by-laws and articles of incorporation, and is helping to carry out the express aims of the association for cooperative marketing, for eliminating speculation and waste and for stabilizing markets in the interests of the growers and the public by this and similar obligations undertaken by other growers.

The term "farm products," as used in this agreement shall include the following products only: Strawberries, asparagus, grapes and early potatoes; and the term "early potatoes" shall include potatoes grown and tendered to the association before the first day of September, and the term "crops" is used interchangeably with the term "farm products."

The Association does hereby purchase, and the Grower does hereby sell and agree to deliver to the Association for the price to be paid by the Association as hereinafter mentioned, all the farm products produced or acquired by or for him and which he intends to sell or market during the years of 1925, 1926, 1927, 1928, 1929 and 1930; and at the option of the Association the years 1931, 1932, 1933 and 1934. The above option shall be irrevocable except as hereinafter provided, and shall cover the total period of four years, and shall be exercised if at all before February 1st, 1931, by notifying each member by mail at his last known address, and upon the giving of such notice this contract shall apply and attach to crops for said years and the same shall thereupon be included in the purchase and the sale herein made to the same extent as though expressly covered by this agreement in the first instance; provided, however, that the Grower may terminate this contract as to his crops of the year 1931, and subsequent thereto by giving written notice to the Association at its principal office, at some time before the first day of January 1931. The Association may terminate this agreement with any Grower at any time with out releasing any other

The crops delivered by the grower shall be pooled and mingled with other crops of like grade, kind and variety, delivered by other growers who have signed similar contracts. Strawberries and asparagus are to be marketed for and settled for under daily pools; and potatoes under carload pools, until such time as in the discretion of the Board of Directors the potato market shall become stable, after which the potatoes shall be handled under such pools as the Board of Directors shall determine upon.

The Association agrees to re-sell all farm products delivered to it under this contract at the best terms obtainable under market conditions as determined by the directors in the exercise of their discretion. After deducting from the re-sale price all necessary selling, overhead and other costs and expenses, and an additional amount of not to exceed three per cent of the gross sales for miscellaneous expense fund, the Association agrees to pay to the grower his proportion of the net amount remaining, based upon the price received for the respective crops delivered by him as compared with prices received for similar crops of like grade of other growers under similar contracts.

As soon after delivery as possible the Association will make a payment to the grower on account of the crops delivered and from time to time as said crops are sold by the Association, payment will be made to the grower, the amount to be paid to each grower being proportionate to the quantity and quality of the respective crops delivered. Subject to necessary adjustments, the Association will render to the grower a final statement of his account within sixty days after the close of the season for the respective crops, and will make final settlement with the grower not later than 31st day of December of the year in which said crop

is delivered.

The Grower expressly warrants that he has control of and can lawfully sell said crops and that he has not heretofore contracted to sell, market, deliver or mortgage said crops to any firm, person or corporation, except as mentioned at the end of this agreement, and if any of said crops are covered by any such existing written agreements, such crops may be excluded from the terms hereof and to the extent and for the time there indicated; Provided, however, that the Association shall have the right to procure the release of any such contract or mortgage, and if the same is released, the crops formerly covered thereby shall come under the provisions of this agreement.

This instrument is intended by the parties to pass to and vest in the Association, a present title, to all of the crops covered hereby, and to give to the Association the right to the possession of said crops when and as the same are harvested, and at any time thereafter, until the said farm products have been delivered to, or at the order of the Association as hereinafter mentioned; provided, however, that if within five days after notice by the Association, a Grower shall have not delivered his farm products to the Association, or as ordered by the Association, the Association may enter the premises of the Grower and may prepare his farm products for delivery, and have them hauled to the most convenient receiving point, in which case the actual cost of the Association of such preparation and delivery shall be deducted from the net returns due the grower, and provided, further, that the risk of loss or damage to farm products is upon the grower, until the same is delivered to or at the order of the Association.

(a) All farm products shall be delivered to the Association or at its order, as when, and where directed by the Association provided that the farm products grown in the vicinity of Hermiston shall be delivered at Hermiston.

(b) Any deduction or allowance or loss that the Association may suffer on account of inferior grade, quality or condition at delivery shall be charged against the grower individually.

(c) The Association may make rules and regulations and provide inspectors to standardize the grades, quality method and manner of harvesting, packing, handling and shipping such farm products, and the Grower agrees to observe any such rules and regulations prescribed by the Association for direct sale or for any particular purpose.

The grower reserves the right to discontinue growing any of the products herein specified at any time, and no covenant here in contained shall be deemed a covenant running with the land or shall be binding upon any purchaser or lessee of the land except upon the written consent of such purchaser or lessee, and upon giving his written consent said purchaser or lessee shall be deemed to have assented to and adopted the contract as his own.

Nothing contained in this agreement shall prevent the grower from giving a bona fide mortgage on his growing crops, providing that said mortgage contains a clause giving the Association the right to pool and sell the crop covered by said mortgage and pay to the mortgagee so may be necessary to satisfy the mortgage.

From time to time the grower shall mail to the Association any statistical data requested, on forms provided for the purpose by Association.

This contract is one of a series generally similar in terms, comprising with all such agreements, signed by individual growers, one single contract between the Association and the said Growers, mutually and individually obligated under all the terms hereof. The Association shall be deemed to be acting in its own name for all such growers in any action or legal proceedings on or arising out of this contract.

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

13.

It is expressly understood and agreed that upon the affirmative vote of three-fifths of all members of the Association said vote to be taken by ballot at any regular or special meeting, this contract may be altered or amended and minor additions made; Provided that paragraphs 2, 3, 8 and 9 shall not be altered or changed directly, or indirectly, and provided further, that all ballots must be cast by the members in person or by written ballot mailed to or filed with the secretary prior to the opening of said meeting. No vote upon any proposition arising under this paragraph shall be by proxy.

14.

The parties hereto fully understanding and admitting that it will be impossible to exactly fix the actual damage to the Association which will result from a breach of this contract by the Grower, hereby expressly agrees and stipulates that in the event of the Grower's wilful neglect, failure or refusal to deliver to the Association the farm products purchased hereunder, the Grower will pay to the Association the sum of sixty cents per crate for all strawberries, twenty-five cents per crate for all asparagus, twenty-five cents per hundred weight for all potatoes covered by this contract and not delivered by the Grower as herein agreed, which payment constitutes liquidated damages for such breach. All parties agree that this contract is one of a series dependent for its true value upon the adherence of each and all parties to each and all of said contracts, and the parties further agree as an additional and cumulative remedy that in the event of such neglect, failure or refusal by the Grower to deliver his products in accordance with the terms of this contract, the Association may institute and maintain an action in a court of competent jurisdiction to compel the special performance of this contract, and shall be entitled to relief by injunction to prevent the mortgaging or disposal of such products by the Grower in any other manner as herein provided.

If the Association brings any action whatever by reason of a breach of this contract, or otherwise, and recovers judgment, the Grower agrees that such judgment shall include all costs of court, premiums for bonds and otherwise, reasonable expense of travel and all expenses arising out of or caused by the litigation, and a reasonable attorney's fee to be fixed by the court.

This contract shall become effective insofar as it applies to strawberries, asparagus or potatoes when the Board of Trustees shall have determined that it and similar contracts are signed by owners of at least 85 per cent of the acreage of strawberries, asparagus or early potatoes to be grown in the Umatilla Project District in the season of 1925.

16.

The parties agree that there are no oral or other condition, pre-

ises, covenants, representations, or inducements in addition to or at a variance with any of the terms hereof, and that this agreement represents the voluntary and clear understanding of both parties fully and completely.

Read, considered and signed by the Grower this _____ day of _____ 192... at _____

Address _____ Existing contracts or mortgages of Grower: 1. Sold or mortgaged to _____ all-part crop 192... 2. Sold or mortgaged to _____ all-part crop 192... Other remarks _____

By _____ authority granted in a resolution of the Board of Directors, adopted on the _____ day of _____ 192..., this contract is approved, accepted and executed.

CATCHES HAND IN HAY BALER

W. F. McClintic Loses Three Fingers Off Left Hand

While oiling a piece of machinery on a hay baler owned and operated by the C. S. McNaught Company, on a ranch in the Butter Creek district, W. F. McClintic had the misfortune to catch his left hand in the baler, losing three fingers on his left hand. He was brought to this city where he received medical attention. He is reported as getting along nicely.

Did Aeroplane Bring Xmas Cheer?

Last Friday afternoon about 3 o'clock a number of Hermiston residents developed a cramp in their necks from gazing skyward at an aeroplane flying over this city. The plane was flying low and the pilot seemed to be contemplating a landing. It finally landed west of town. There was much speculation at the "Corner Grocery Club" and on the street as to the mission of the plane. A few of the old timers who are regular blood hounds when it comes to locating whiskey sniffed the air and declared the plane carried a cargo of Christmas booze.

Community Club Meeting

The Community club was well represented at the luncheon given at the Hotel Oregon on Wednesday afternoon, December 19. As this was the last meeting of the year the yearly reports were made.

Miss Isabel Dodd delivered a well prepared reading entitled "The Humble Petition," Mrs. Biggs gave an interesting talk on Civic Improvement, Mrs. Schilling talked along the lines of organization and in behalf of the Parent-Teacher association, and Mrs. Alexander's paper on a trip to Victoria, B. C., was much enjoyed by all.

The officers for the following year are: Mrs. C. S. McNaught, President; Mrs. H. M. Schilling, Vice-President; Mrs. O. G. Sapper, Secretary, and Mrs. A. D. Croeland, Treasurer.

41 1/2 ACRES

In Diversification of Crop Program

(Signers will greatly aid the committee by calling at the Oregon Hardware or on Sidney Barnard, both of whom have lists. The time is short. Let's go.)

Following is the sign up to date among project farmers in the diversification of crops program sponsored by the Farm Bureau and Commercial Club. They include asparagus, early potatoes, strawberries and grapes:

- J. H. Reid—1 1/4 acres asparagus, 2 acres grapes.
- T. H. Botkin, 1/2 acre asparagus.
- B. Hutchinson, 1/2 acre strawberries, 1/2 acre potatoes.
- D. E. Seaton, 1/2 acre asparagus, 1/2 acre potatoes.
- Wm. Ogden, 1 acre asparagus.
- T. Beletski, 1/2 acre asparagus, 1 acre strawberries.
- J. W. McMullen, 1/2 acre asparagus, 1/2 acre strawberries.
- A. N. Raymond, 1/2 acre asparagus, 1/2 acre potatoes.
- Chas. Unke, 1/2 acre asparagus, 1 1/2 acre grapes.
- F. M. Gulwits, 1 acre asparagus, 1 acre grapes.
- Mr. Foreman, 1/2 acre asparagus.
- E. I. Davis, 1 acre asparagus.
- S. H. Barnard, 1/2 acre asparagus, 1 acre potatoes.
- Otto Heini, 1 acre asparagus.
- F. P. Phipps, 1/2 acre asparagus.
- G. R. Robinson, 1/2 acre asparagus, 1/2 acre strawberries.
- Joe Dyer, 1/2 acre asparagus, 2 1/2 acres strawberries.
- C. L. Upham, 1/2 acre asparagus.
- Chas. Keller, 1/2 acre asparagus.
- C. M. Jackson, 1-8 acre asparagus.
- C. P. Barnett, 1/2 acre asparagus.
- Wm. Rhodes 1/2 acre early potatoes
- Thomas Haddox, 1 acre asparagus.
- Roy Sullivan, 1/2 acre asparagus, 1/2 acre early potatoes.
- Jens Skovbo, 1/2 acre asparagus, 1/2 acre strawberries.

The following signers have been added since last report:

- W. E. Potter, 1/2 acre asparagus.
- Frank Stone, 1 acre asparagus.
- Frank Silvey, 1 acre asparagus.
- P. P. Sullivan, 1 acre asparagus.
- R. E. McFall, 1 acre asparagus.
- W. H. Quick, 2 acres asparagus.
- Chas. McElroy, 1 acre asparagus.
- W. L. Swan, 1 acre asparagus.
- Sid Bowman, 1/2 acre asparagus.
- Jas. Scott, 1 acre asparagus.
- Ed. Jackson, 1/2 acre asparagus.
- M. B. Whitford, 1/2 acre asparagus.

Crop Grading Stressed

Oregon has some new farm produce grading laws said to be of the greatest importance in successful farming. The principles and practice of inspecting and grading grain, hay and potatoes will be given the farmer students at the short course, O. A. C., January 2.

INTRASTATE RAIL RATE ON HAY IS REDUCED

RELIEF IS AFFORDED IN ORDER OF PUBLIC SERVICE COM.

To Become Effective January 21—Charges to be Reduced From 5 To 35 Per Cent, Placing Oregon on Parity With Other States

Substantial relief to hay growers, stockmen and dairy interests of Oregon is provided in an order issued by the public service commission last week, and providing for a reduction of from 5 to 35 per cent from present freight rates on hay in interstate shipment. The new rates, which become effective January 21, provide for saving in freight charges ranging from 80 cents per ton on short hauls to as high as \$3.60 per ton on long hauls, and a maximum saving of from \$35 to \$50 on carlot shipments of hay.

The new rates are said to place Oregon shippers on a parity with competing interests in adjoining states. The investigation which has resulted in the order was instituted by the public service commission upon its own motion, following the receipt of complaints from hay, stock and dairy associations throughout the state declaring that existing rates on hay and grain in Oregon were prohibitive. While the present order covers only the rate on hay, it is regarded as forecasting similar action on the part of the commission with respect to rates on grain in intrastate shipment. The commission's order stresses the continued disparity in depreciated farm products contrasted through the freight rate increases over the last several years, and the necessity for substantial relief in behalf of the agricultural industries. The order goes at length into the alleged unreasonableness of the Oregon intrastate rate, its relatively greater volume when compared to and measured by rates on the same commodity for similar movements in contiguous states, and particularly the great disadvantage of the Oregon shippers through the absence or lack of joint rates and through routes as between carriers serving the eastern and western portions of this state, as well as existing branch line points in Central and Eastern Oregon especially.

As an example of the effect of this order on hay rates, it is pointed out that freight rates on hay shipped from Redmond to Marshfield are reduced from 48 cents per 100 pounds to 30 cents, involving a reduction of 18 cents per 100 pounds or \$3.60 per ton. Rates from Redmond to Tillamook are reduced from 40 cents to 26 cents per 100 pounds or \$2.80 per ton from Haines to Tillamook the order provides a new rate of 29 1-2 cents as compared to the present rate of 44 1-2 cents, a saving of \$3 per ton. From Hermiston to Tillamook the rates are reduced from 37 1-2 cents to 23 1-2 cents or \$12.80 per ton. From Hermiston to Yaquina the rate is reduced from 40 cents to 26 cents or \$2.80 per ton. From Hermiston to Marshfield the rate is reduced from 45 1-2 cents to 29 cents or \$3.30 per ton. From Eugene to Tillamook the rate is reduced from 22 1-2 cents to 18 1-2 cents or a saving of 80 cents per ton.

The investigations of the commission covered a long and thorough study of the situation surrounding the agricultural industry of the state in which it found many of the rates from Oregon producing centers to principal marketing and consuming points to be higher than from competitive shipping points in contiguous territory. It is believed that the reductions ordered will afford the Oregon farmers a chance at meeting the competition which they encounter from adjoining states.

In addition to its intrastate investigation, the commission investigated the intrastate rates, particularly those affecting the Oregon state rates, and brought its investigations to the attention of the interstate commerce commission recently in the latter's general hay and grain investigation embracing all interstate carriers of the country. Federal investigations are now being completed through a series of hearings in Western territory, but owing

to the emergency situation in Oregon the commission has made its order in advance of the federal authorities.

The new joint rate scale provides for continuous mileage over any or all of the following carriers: Oregon Short Line, Oregon-Washington railroad, Portland and Seattle railroad, Southern Pacific railroad, Oregon Trunk railway, Oregon Electric railway, United railways company, Portland Railway Light & Power company, Willamette Valley Southern railway, Northern Pacific railway, Northern Pacific Terminal Company of Oregon and the Great Northern railway.

Under the order rates on hay for a distance of five miles and under shall be 3 1-2 cents per 100 pounds, for each succeeding five miles the rate shall not increase to exceed 1-2 cent per 100 pounds; for each 10 miles for hauls up to and including 400 miles the rate thereafter shall increase not to exceed 1-2 cent for each 20 miles for hauls up to and including 600 miles.

FARM AND TRADE GROUPS FAVOR STATE CONFERENCE

Balanced Production and Marketing Policy Appeals to Heads of Organizations

The agricultural economic conference is well worth while, believes George A. Palmiter, master of the state grange. He urges grangers to take part.

Other leaders of farm groups endorsing the conference and hoping to take part in it are Herbert Egbert, president of the farmers' union; Fred Falconer, president of the wool growers' association; and J. D. Mickle, president of the Oregon Dairy council and newly appointed state dairy and food commissioner.

The Oregon bankers association has expressed approval and intention to participate. The financial interests are standing back of the program.

"Count me in," writes C. D. Rorser, president of the Eugene bank of Commerce and member of the agricultural commission of the American Bankers' association. "I assure you right now that I will be present."

Keith Powell, chairman of the agricultural committee of the state bankers association, indicates his belief in the conference and his intention to be present.

The Linn-Benton county bankers association will hold its January meeting at the college during the conference.

The commercial interests are likewise joining in the general scheme of economic betterment of farmers by basing products on market demands. Portland chamber and others will be present.

Roadside Stands Pay Big

A stand, located in the front yard of Louis R. Snyder truck farm near Reynolds, Ind., was responsible for the sale of \$900 worth of watermelons last season. The melons got such a reputation through retail distribution that a wholesale house bought \$150 worth. Mr. Snyder's total income from this crop was \$1,050. Many retail sales were made to tourists, as a paved highway runs past the Snyder farm.

An advertisement, in the form of a large sign suspended over the road way, showing a large watermelon and a tempting slice cut therefrom, had much to do with retail sales. The sign caused many a tourist party to stop and purchase one or more melons. The sign was made and painted by a high school boy.

Some member of the family was on duty at the melon stand throughout the day and evening. The melons were grown on a nine acre tract of sandy soil and scarcely suitable for any other crop. Mr. Snyder used 200 pounds of commercial fertilizer to the acre. Throughout the season a continuous war was waged on the striped cucumber beetle by dusting with one part of calcium arsenate to 20 parts of gypsum. The melons produced were among the finest in the vicinity.

Mr. Snyder is well sold on the roadside market as a means of selling his products direct to consumers. Of course every farmer cannot market in this way, but where he is favorably located on a well traveled road, it can be made to pay much better than selling to wholesalers.—Capper's Farmer.

Mrs. H. A. McKeen and son Edward departed Wednesday for Portland by auto.

Our Pet Peeve

