

## POULTRY PRODUCERS ASSN. AGREEMENT

Market'g agreement of Umatilla Project Cooperative Poultry Producers.

This agreement made between the Umatilla Project Cooperative Poultry Producers, an association organized for cooperative marketing of poultry products, with its principal office at Hermiston, Oregon, hereinafter called the buyer, first party and the undersigned poultry producer, hereinafter called the seller, second party:

Witnesseth: In consideration of the mutual obligations herein and of the agreements by each of the parties hereto to be performed and in compliance with the by-laws of the association which the seller agrees to observe and in pursuance of the express aims of the association for cooperative marketing and for the elimination of speculation and waste in marketing poultry products, and in consideration of similar obligations undertaken by many other producers:

1. The buyer agrees to purchase and he seller agrees to sell and deliver to the buyer all the eggs and the poultry subject to par. 7 hereof, produced or acquired by or for him after Sept. 1, 1924 and during the years 1924, 1925, 1926 and 1927 that he intends to sell or market in any event, for the price to be ascertained by the buyer as hereinafter mentioned. After 1927 the contract shall be in operation continuously provided that the undersigned poultry producer may withdraw from the association after 1927 by notifying the secretary of the association in writing between December 15 and December 31. The seller shall have the right without charge to use or sell eggs for hatching, and hens and pullets, for increasing or renewing the flocks, and the cockerels and cocks for breeding.

2. The seller expressly warrants that he has not heretofore contracted to sell, market, consign or deliver any of his poultry products to any person, firm or corporation, except as noted at the end of this agreement. Any poultry products covered by such existing contracts shall be exempted from the terms hereof, so long as such existing contract continues in effect.

3. (a) The buyer agrees to resell said eggs and poultry, together with similar products from other sellers, at the best prices obtainable in the buyer's judgment under market conditions and to pay over the amounts received thereby, as payment in full, to the sellers named in contracts generally similar to this contract, according to quantities of eggs and poultry delivered by the respective sellers, subject to paragraph 7 hereof, after deducting therefrom the cost of transportation, the cost of cases and fillers, which shall be furnished the seller by the buyer and an amount for selling costs and expenses not to exceed two cents per dozen for eggs and eight (8) per cent of gross selling price for poultry, all as determined by the buyer in his sole and exclusive discretion.

(b) If, at the end of the fiscal year, a surplus is available from the said deduction for selling costs, the buyer shall refund such surplus to the sellers, in proportion to the value of their respective deliveries, after making appropriate reserves for advertising and other commercial purposes, all in the discretion of the buyer.

4. (a) The eggs delivered by the seller hereunder shall become the absolute property of the buyer and shall be pooled and sold with other eggs of like grade and like quality from the same districts purchased by the buyer under contracts generally similar to this contract and the amount to be paid the seller weekly shall be based on the proportional value in eggs delivered by him to the buyer out of the total weekly receipts of monies from the sale or other disposition of the eggs and inventory value of unsold eggs, according to quality and grade, less the deductions hereinabove mentioned, all as determined by the buyer; provided, however, that the board of directors or the buyer shall establish district pools to take care of local retail trade, where in their discretion they deem it advisable.

(b) The buyer shall in its discretion store or warehouse eggs to be held for the season of minimum production or for better market or otherwise. Any eggs so sold or warehoused shall be deemed to have been resold at the current market value on the dates of storage as conclusively determined by the buyer; and the sale price, so calculated, shall be added to the receipts from the eggs actually sold during this week and shall be distributed as a part of the weekly receipts as above provided.

(c) Any net profits, after paying all warehousing charges, interest, taxes, insurance and other costs, resulting from the ultimate resale of such eggs by the buyer, shall be divided proportionately, on the basis of the value of the respective deliveries, among the sellers delivering eggs to the buyer during the period in which eggs were stored, all as determined conclusively by the buyer.

Any losses, after paying all warehousing charges, interest, taxes, insurance and other costs, resulting from the ultimate resale of such eggs by the buyer, shall be chargeable against and be paid by the seller proportionately on the value of the respective deliveries of the sellers delivering eggs to the buyer during the period in which eggs are stored, all as determined conclusively by the buyer.

(d) The buyer in its discretion may ship any of the eggs delivered hereunder to any market where, in its judgment, fair prices may be obtained therefor.

Any eggs so shipped shall be deemed to have been resold at the current market value on the dates of shipment as conclusively determined by the buyer, and the sale price, so calculated, shall be added to the receipts from the eggs actually sold during that week and shall be distributed as a part of the weekly receipts as above provided.

Any profits resulting from any of the said operations shall be placed in the general corporate funds, subject to distribution in accordance with the by-laws of the buyer.

Any losses resulting from any of the operations in 4 (d) shall be charged against general corporate activities of the buyer as a necessary commercial overhead expense and the buyer may, in its discretion, create reserves against such contingencies.

(e) The buyer may in its discretion sell or consign any of the eggs to hotels, restaurants, retail stores or other large users of eggs and the costs of any such business as determined conclusively by the buyer shall be charged against the proceeds therefrom in addition to the deduction provided in paragraph 3 hereof, before the receipts are mingled with the total weekly receipts for distribution among the sellers hereunder.

(f) The seller agrees that the buyer may handle and market the eggs, some in one way and some in another, all in its sole and exclusive discretion.

(g) The seller agrees that the buyer, as the actual owner of the eggs hereunder, may borrow money thereon and exercise any and every right of ownership thereof.

The buyer shall have power to join any cooperative agency or exchange, which has for its purpose the cooperative marketing of eggs of the Pacific coast, in markets outside of California, Washington and Oregon and under such conditions as will serve the joint interests of the sellers and the public; and any proportionate expenses connected therewith shall be deemed marketing costs under paragraph 3.

(h) The buyer shall be the sole judge of the standard, quality and grade of the eggs and poultry and shall adopt such methods of standardization as will be the most advantageous in general.

(i) The buyer may make rules and regulations and provide inspectors to standardize the quality, method and manner of handling, packing and shipping of eggs and poultry for any purpose; and the seller agrees to observe and perform any such rules and regulations prescribed by the buyer.

(j) All eggs and poultry delivered to or at the order of the seller hereunder shall be of the standard and conform to the regulations as to quality and otherwise that may be prescribed by the state and the federal authorities or the buyer.

(k) Any deductions or allowance or loss or expense that the buyer in his discretion may make or suffer or incur on account of eggs or poultry of inferior quality or standard or undesirable conditions as determined by the buyer, shall be charged against the seller and be deducted from his net returns hereunder.

(l) The seller expressly agrees that all eggs and poultry delivered hereunder shall be free from damage of any kind and in good marketable and merchantable condition and shall be delivered to the buyer as when, and where it shall direct.

6. (a) This agreement shall be binding upon the seller during the term hereof as long as he is a poultry producer or possesses any legal interest in poultry products and shall be obligated by all the terms hereof for any eggs or poultry produced or acquired by or for him.

(b) Any transfer of poultry or of poultry farms by the seller to any relative of any degree or to any person in trust during the term hereof shall be deemed to have been made subject to and conditional upon compliance with all of the terms hereof by any such transferee and such compliance is a continuing obligation to the seller.

7. The seller shall have the right to dispose of his poultry at his own discretion until the buyer, by ten days' notice mailed to him at his last known address, instructs the seller to deliver all of the poultry that they intend to sell or market in any event, as when and where and for as long a period only as the buyer may direct.

In the event of such notice, all of the provisions hereof shall be applied to poultry as well as to eggs, excepting that on the resale of poultry, each seller's deliveries shall be handled separately and the returns shall be made to him individually, less all the deductions herein provided.

Both parties agree that the buyer need not market poultry hereunder, unless and until the buyer, in its discretion deems it necessary, for the protection of the public against manipulation of prices by speculative dealers, to handle and market the poultry on the cooperative basis herein set forth for as long a period as the buyer may deem proper.

8. The seller may, at any time, subject to the provisions of Paragraph 6 (b), make bonafide sale, mortgage or lease of his land and poultry or either land or poultry, or may discontinue the egg producing business; but so long as he produces eggs or poultry during the term of this agreement, he is bound by the terms of this agreement.

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

10. Inasmuch as it is now and ever will be impracticable and extremely difficult to determine the actual damage resulting to the buyer should the seller fail to deliver to the buyer all of the eggs and poultry herein agreed to be delivered, the seller hereby agrees to pay to the buyer seven cents for each dozen eggs and one dollar for each dozen commercial poultry sold, consigned delivered or marketed by or for him and so undelivered to the buyer, as liquidated damages for the breach of this contract in that regard, all parties agreeing that this contract is one of a series dependent for its true value upon the adherence of each and all of the contracting parties to each and all of the said contracts.

11. The seller agrees that in the event of a breach by him of any material provision hereof, particularly as to the delivery or marketing of any eggs or poultry other than to or through the buyer, the buyer shall, upon proper action instituted by it, be entitled to an injunction to prevent further breach hereof, and a decree for specific performance hereof, according to the terms of this agreement; and the buyer and seller expressly agree that this agreement is not a contract for personal service or demanding exceptional capacity or talents and that this is a contract for the purchase and sale of personal property under special conditions and circumstances, and that the buyer limits his purchase of eggs and poultry to producers cooperating with it under

this form of contract and cannot go out into the open markets and buy eggs or poultry to replace any which the seller may fail to deliver, and that this contract will be the proper subject for the remedy of specific performance in the event of a breach hereof.

12. If the buyer brings any action to enforce any provisions hereof or to secure specific performance hereof, or to collect damages of any kind for breach thereof, the seller agrees to pay to the buyer all costs of court, costs for bonds and all expenses, expense of travel and all expenses arising out of or caused by the litigation and any reasonable attorney's fees fees expended or incurred by it in any such proceedings and all such costs and expenses shall be included in the judgment and shall be entitled to the benefit of any lien securing any payment hereunder.

13. If any poultry producer signs this agreement as partnership upon dissolution of the partnership, if any of the individual members thereof continue to own poultry, they shall be bound by all terms of this agreement, in the same manner as if each member of the partnership had signed a separate marketing agreement.

14. The parties expressly agree that there is no oral or other agreement, understanding or conditions between them in addition to those herein set forth and that this contract represents the intent of both parties clearly, thoroughly and completely.

Read, considered and signed by the seller this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, Oregon. Number of hens \_\_\_\_\_, Address \_\_\_\_\_, Seller \_\_\_\_\_.

By authority of a resolution of the board of directors of the Umatilla Project Cooperative Poultry Producers, adopted on \_\_\_\_\_, 19\_\_\_\_, this agreement is approved, accepted and executed.

UMATILLA PROJECT COOPERATIVE POULTRY PRODUCERS.  
Hermiston Ore., \_\_\_\_\_, 19\_\_\_\_.  
President.

**EARLY POTATOES WILL NOT BE MARKETED IN CARLOAD LOTS**

Directors of the Local Potato Growers Send Out Letters to the Members

The directors of the local potato growers organization have decided not to market the early potatoes in carload lots this year. A letter sent to each member of the association explaining the situation. The letter is as follows:

Hermiston, Ore., July 24, 1924  
Dear Sir: At a meeting last night the directors of the growers association decided to abandon the plans for marketing car load early potatoes here this year for the following reasons:

First, we are advised by the Three Rivers organization that they are offered only \$25 per ton for early potatoes at this time, and they have therefore withdrawn from the market for the time being, holding for 30 to 35 dollars per ton.

Second, the short crop this year in connection with the fact that some growers have already disposed of their crops, makes it very doubtful that enough potatoes could be assembled to make carload shipments.

Realizing that these conditions might cause growers to flood the local market, the directors suggest that a minimum price of 2 cents per pound be maintained for early potatoes on the local market.

Umatilla Project Growers' Assn.  
J. Skovbo, Secy.

## CHEZIK AND PARKER SELL THEIR STORES

J. A. AND THOMAS COBB, OF MARSHFIELD, PURCHASERS

Parker's Store Will be Run as a Market While Chezik's Will Be Fitted Up as a Department Store

One of the largest business deals that has been pulled in this city for some time was consummated the first part of the week when J. A. and Thomas Cobb, brothers, of Marshfield, Oregon, purchased the Chezik and Parker stores.

In the deal made with Chezik the new owners also bought the building in which the store is located. The deal has been on tap for some time but not until the first of this week was terms agreed upon that were acceptable to all parties concerned. It is understood that a fair price was received for both places.

One of the brothers stated that it was their intention to put a market in the store purchased from Parker. It will be stocked with meats and vegetables. The stock from Parker's store will be moved to the building bought from Chezik.

Chezik's store will be fitted up as a department store, carrying a stock of groceries, dry goods, shoes, etc. The stores, under their management, opened for business Wednesday.

The Cobb brothers have extensive holdings in Marshfield.

## IMPERIAL CLEANERS ESTABLISHMENT SOLD

JACK WHITE PURCHASES BUSINESS FROM J. G. KNIGHT

Mr. Knight Has Left For Twin Falls, Idaho, Where He Will Engage in a Similar Enterprise

A business deal was made the first part of this week whereby Jack White became the proprietor of the cleaning establishment in this city, known as the Imperial Cleaners. J. G. Knight, who with a partner established the business about a year and a half ago, left immediately after his sale to White, for Twin Falls, Idaho, where he will later on be engaged in a similar enterprise.

During the time that Mr. Knight has owned the business here Mr. White has been employed by him in the capacity of tailor. He is a tailor of considerable experience.

Mr. Knight returned about a week ago from Twin Falls where he had been visiting. While there he received an attractive offer to work for a cleaning establishment in that city. He has gone back to accept the proposition until fall when he goes in business for himself.

## HAY BURNS ON HAMMER RANCH

A fire that broke out on the Hammer ranch, in the Columbia district, last Saturday, consumed fifteen tons of hay.

The origin of the fire is unknown. There was no insurance.

## ARNOLD BUHMAN DEFENDS THE HEN

Has Always Realized a Profit From The Raising of Poultry

Dear Friend Crowder: We hear people say there is nothing in raising poultry.

There is something wrong if the feed bill can not be got out of them. I have been taking care of poultry more or less for the last 30 years, and always had some money coming from that source. I have started something this year in the line of trap nesting; started with about 200 hens, have found the ones that are eating up the profit the others made and sold them; regardless of the market price.

I have trapped for 192 days. Out of 20 hens I have one with a record of 156 eggs.

The hens have laid 2659 eggs. At 20 cents a dozen figure that out. I am keeping a strict account of the expense and at the end of the year I will give you more dope.

I feel confident that I can make good with them. But, believe me, it takes about as much care as any other part of farming, and may be, a little more.

I do not agree with the Hogan people, at least when they think they can pick them out. It is fine as far as it goes, but the trap nest is the only system which tells how many. Also the small egg layer, the large eggger, and the nice large ones.

Respectfully,  
Arnold Buhmann.

## Schools on Wheels

University of Oregon, Eugene, July 31—(Special.) School children at the big logging camps near Bend expect rapid changes and think nothing of seeing their school house, containing desks, books, stove and everything but the teachers and themselves, hoisted twenty feet into the air by a huge crane and settled on a railway flat-car, to be moved with the rest of the camp to fresh timber, according to Miss Althea Stoneman, Bend school nurse, who is taking courses in the Portland summer session of the University.

Moves are made on Saturdays or Sundays so the students need miss no working days. The schools are surprisingly well equipped and have trained teachers and high standards says Miss Stoneman. Under her inspection are approximately 100 children in logging camps, divided into five schools.

Water is often scarce and frequently has to be hauled, but the little people are clean and tidy and possible and respond readily to tooth brushing and throat gargling, states the nurse. Many of them were born in the woods and know mainly the peaceful life they lead beneath the great Deschutes white pine trees.

## BRIDGE IS TO BE BUILT AT UMATILLA

ESTIMATED COST WILL BE IN NEIGHBORHOOD OF \$48,000

County is Willing to Pay Forty Per Cent Out of Next Year's Tax Money. An Item to This Effect Will be Made in The Budget.

For some time past the people of Umatilla and vicinity have been trying to interest the county court, a highway commission in the proposition of constructing a highway bridge over the Umatilla river at Umatilla. Citizens from that locality, at different times, have appeared before both the commission and court and pointed out to them the existing conditions that made the bridge a necessity. They stated that when the river was high the bridge was under water and a ferry had to be put in use in order to take care of the traffic. They contended the bridge was unsafe and should be replaced by a highway bridge, the one in use now belonging to the county.

Their labors have not been in vain, for last Tuesday the Commission ordered a new bridge to replace the old structure.

Heretofore Umatilla county has felt it was in no position to assist in financing the project but on Tuesday the Umatilla county court appeared before the Commission and said that as the estimated cost of the new bridge is \$48,000 the county is willing to pay 40 per cent out of next year's tax money and make an item to that effect in the budget. The highway commission immediately accepted the proposition.

Mrs. Charles Peugh was called to Head River Tuesday night by the death of her sister, Mrs. Charles De Hart, that occurred in that city on Tuesday morning.

## CHARLES BELSHEE SHOOT'S SELF

WAS HUNTING RATS AT TIME OF ACCIDENT

His Body Was Shipped Friday to Moro, Oregon, and Buried in The Cemetery at That Place

Charles Belshee, a rancher of this country for a number of years, accidentally shot himself through the heart Wednesday night about eight o'clock. Mr. Belshee had taken a shotgun and gone out to the barn to shoot rats. A short time afterwards he was found shot through the heart, the lead entering his left side under the arm.

Jim Brown, the coroner, was notified of the accident and arrived in Hermiston Thursday morning. After hearing the facts of the case, he concluded that an inquest was unnecessary.

The body was shipped Friday to Moro, Oregon, and burial was made in the local cemetery at that place where other members of the family are buried. He is survived by a widow and a number of children.

Relatives of the dead man arrived in Hermiston Thursday. Mr. Belshee was about 75 years of age.

## RABBIT POISONING DEMONSTRATION HELD

30 FARMERS ATTEND GATHERING AT LOCAL RANCHES

A Tremendous Amount of Damage is Being Done by the Pests and Unless Action is Taken Farmers of the West End Will Suffer Loss

100 ounces of strychnine, enough to kill 20,000 rabbits, was distributed among 30 farmers who attended the poison mixing demonstration at A. E. Pearson's farm near the reservoir last Friday. An additional supply of strychnine and saccharine can be secured through Sidney Barnard and Henry Cox of the farm bureau, or through A. E. McFarland, at Umatilla.

Five pounds of chopped alfalfa containing one-quarter ounce of strychnine was put in the sage brush beyond P. E. Hall's farm and a similar amount in a badly damaged alfalfa field owned by A. E. Pearson. Although it was impossible to find all the dead rabbits in the brush 53 were picked up on the Hall ranch and 36 at Pearson's. Other demonstrations have been held at Stanfield and Butter Creek. The average, not only of the demonstrations, but of the extensive work done in Morrow county where 75,000 rabbits have been killed, is about 200 rabbits for each ounce of strychnine used.

At the Pearson farm the farmers watched Roy Fugate of the Biological Survey and County Agent Bennion chop up 20 pounds of tender green alfalfa and mix it thoroughly with one ounce of powdered strychnine. Alkaloid and one-tenth of an ounce of saccharine. The two powders were mixed in a big salt shaker and dusted into the alfalfa as it was added layer by layer in a big tub. At the same time that the powder was put in the alfalfa was turned over many times. Mr. Fugate stated that this amount was sufficient for more than 200 baits the size of a small hand full; he emphasized the importance of putting it out in well defined trails preferably at intersections back from the feeding grounds from 100 to 300 yards. The best results have been obtained where the poison was put out between 1 and 4 o'clock in the afternoon, before the rabbits had commenced to move in.

County Agent Bennion called attention to the tremendous amount of damage being done and predicted that unless concerted action is secured on the part of all the farmers that the entire west end of the county is going to suffer. Conditions have been extremely favorable for a rapid increase. Where the average sized rabbit family is only about 10 each year, the 1924 family contains an average of 20.

Any of the farmers who attended the demonstration last Friday will be able to tell others how to mix the poison and put it out. Roy Fugate of the Biological Survey is spending this week with the county agent on Butter Creek and in other sections helping the farmers to start their kills.

According to Friday's Oregonian oil was struck in the Attalla well the first of the week at a depth of 3300 feet.

## What Was That?

