

Marketing Agreement On Fresh Fruit Drawn For Hearing Aug. 22nd

A proposed agreement for the marketing of fresh deciduous fruits has been drafted by the agricultural adjustment administration for submission at the public hearing scheduled August 22 in Portland by the secretary of agriculture. It is expected that adoption of such agreement will permit orderly marketing of the pear crop at below cost of production.

The agreement as proposed, follows in full:
This agreement entered into by and between the Secretary of Agriculture of the United States of America, and each of the Shippers (as hereinafter defined), of fresh deciduous tree fruit, signatory hereto, and by and between each of said Shippers one with the other.

Whereas, the congress of the United States by the Agricultural Adjustment act, approved May 12, 1933, has declared a national economic emergency exists due to the severe and increasing disparity between the prices of agricultural and other commodities, and

Whereas, due to the excessive production of and excessive shipments of fresh deciduous tree fruits in the current of interstate and foreign commerce, the market prices thereof have been unduly depressed and

Whereas, the Shippers, parties hereto, wish to enter into a marketing agreement pursuant to Section 8, Sub-section 2, of the Agricultural Adjustment act, for the purpose of correcting the conditions now obtaining in the marketing of fresh deciduous tree fruits and the readjusting of price returns to the growers thereof, and

Whereas, the Shippers, parties hereto, desire to enter into a marketing agreement which shall be binding upon the Shippers if it deems such prohibition desirable and in the best interests of the growers.

Now, Therefore, in consideration of the premises and the mutual promises herein contained, the parties hereto agree:

ARTICLE I
Definitions
As used in this agreement, the following words and phrases shall be defined as follows:

(a) "Shippers" means and includes each person, firm, corporation or association, parties to this agreement, engaged wholly or in part in the business of shipping in interstate or foreign commerce in not less than carload lots, from points in the states of Washington, Oregon, Montana, and Idaho, fresh deciduous tree fruits grown within such states.

(b) "Fruit" means and includes all species of fresh deciduous tree fruits grown within the said states, and every variety and grade thereof.

(c) "Districts" means such geographical areas within said states as the board of trustees shall delimit.

(d) "Board of Trustees" means the Board of Trustees of Northwest Fruit Industries, Inc. elected pursuant to Article 9 Section 7 of the by-laws of Northwest Fruit Industries, Inc.

(e) "Commodity Committees" means the Commodity Committees appointed pursuant to Article 13 and Article 9, Section 7, (b) of the by-laws of said Northwest Fruit Industries, Inc.

(f) "Manager" means the Secretary-Manager of Northwest Fruit Industries, Inc. appointed by the Board of Trustees of said Northwest Fruit Industries, Inc. pursuant to Article 9, Section 7, (c) of the by-laws of said Northwest Fruit Industries, Inc.

(g) "Executive Committee" means the Executive Committee of the Board of Trustees of Northwest Fruit Industries, Inc. appointed by said Board of Trustees pursuant to Article 9, Section 7, (c) of the by-laws of said Northwest Fruit Industries, Inc.

(h) "Auction Markets" means those markets wherein fruit is sold at auction situated in cities which are designated by the Board of Trustees as Auction Markets.

(i) "Guaranteed Advance" means a sum of money advanced prior to sale by a consignee as partial payment of the proceeds of sale.

(j) "Auction Committees" means the Auction Committees created pursuant to Article 6 hereof.

(k) "Terminal Committees" means the Terminal Committees created pursuant to Article 6 hereof.

(l) "F. O. B. Acceptance Final Basis" means "F. O. B. Acceptance Final Basis" as defined in Schedule A.

(m) "Joint Account Transaction" means any transaction between a shipper and any other person contemplating the division of the profit or loss.

ARTICLE II
Board of Trustees
1. The duties of the Board of Trustees under this agreement include the following:
(a) To supervise the performance of this agreement and to act as intermediary between the Secretary and the shippers.
(b) To appoint such employees as it may deem necessary, and to determine the salaries and define the duties of any such employees.
(c) By appropriate resolution, from time to time, to appoint and define the duties of additional committees to assume any of the duties or functions of the Board of Trustees and to perform such other functions as may be necessary or desirable in the interests of the shippers and growers of fruit or to effectuate any of the purposes of this agreement.
(d) To hear and dispose of all disputes whatsoever arising in connection with the performance of this agreement, subject only to the right of appeal to the Secretary granted in

Article XI. Provided, however, that said Board of Trustees shall not award in any dispute damages in money or impose upon a shipper any penalty requiring the payment of a sum of money, and, Further, Provided, that if a member of the Board of Trustees shall in any case be a deponent, or a representative of a deponent, he shall for the purpose of the consideration of such controversy, be deprived of all his rights, duties and privileges as a member of the Board of Trustees.

(e) To define, from time to time, the boundaries of the districts for each species of deciduous tree fruit.
(f) To approve all schedules of minimum prices proposed by the Commodity Committees.
(g) To entertain and decline or approve proffered requests for permission to sell fruit for less than the published minimum price.
(h) To determine, from time to time, uniform rates for packing and storage services in the various districts.
(i) To consider recommendations of the Commodity Committees with regard to the prohibition, in whole or in part, of shipments in interstate or foreign commerce of any fruit, and to prohibit such shipments by the Shippers if it deems such prohibition desirable and in the best interests of the growers.

(j) To revise the schedule of commissions to be charged by Shippers.
(k) To approve or decline to approve applications by shippers for permission to participate in joint account transactions.
(l) To propose amendments or modifications of this Agreement.
(m) To establish a uniform method of payment for sales for future shipment.

2. The Board of Trustees may delegate any of its duties or functions under this Agreement to the Executive Committee, or to such other committees as it may have appointed to assume any of its duties or functions hereunder.

ARTICLE III
Commodity Committees
The duties of the Commodity Committees under this Agreement include the following:
(a) To make investigations, into and assemble data on the current growing, shipping and marketing conditions in the fruit trade to enable the Committees to perform their further duties.
(b) Each Commodity Committee shall determine and publish schedules of minimum prices and from time to time revise such prices, schedules and publish such revisions.
(c) No minimum price shall be submitted to the Board of Trustees for approval and published unless two-thirds of the total membership of the Commodity Committee involved has evidenced its approval by recorded ballot.

(d) All such minimum prices shall be approved by the Board of Trustees before publication and shall thereafter be in effect unless at any time disapproved by the Secretary.
(e) From time to time, in view of prevailing market conditions, to recommend to growers that they refrain from harvest of any specified specie, variety or grade of fruit, and to recommend to the Board of Trustees, each Shipper shall promptly mail to the Manager a report on such forms as the Manager shall prescribe disclosing:
a. Estimated quantity of fruit available for sale.
b. Total sales of fruit made.
c. Balance of fruit available for sale.
3. The Manager shall each day compile the information disclosed by the daily reports and such other information as he may deem useful, including daily Auction prices, and shall each day mail a copy of such compilation to each Shipper and when a Shipper is a firm or corporation to such officers and/or employees as it shall designate.
4. Failure to make the daily reports as hereinabove provided for three successive days, or to make any other report herein required or hereafter requested by the Manager, shall constitute a breach of this agreement.

ARTICLE IV
Sales
1. Shippers shall not sell, quote or offer fruit for sale in any manner whatsoever for prices less than those for the corresponding specie, variety or grade currently published by the Commodity Committee, unless the Shipper shall have previously received the permission of the Board of Trustees. Provided, however,
(a) That nothing in this article contained shall be considered as a limitation of a shipper's privilege of selling fruit nothing in this Agreement contained shall be construed to prohibit the shipment of fruit for conversion into by-products.
(b) That nothing in this Agreement contained shall prevent sales or shipments for charitable purposes or for unemployment relief.
2. To establish maximum charges which shippers can make to growers as commissions for services in handling fruit will require careful study in view of the different conditions and practices in the different districts the Board of Trustees shall make the necessary study and collect the necessary data at its earliest convenience to prepare and submit to the Secretary for approval a schedule of maximum charges for services of every kind rendered by the shippers incident to the marketing of all fruits and such schedule when approved by the Secretary shall be binding upon all shippers as an amendment to this Agreement. Pending the approval of a schedule of maximum charges no shipper shall charge any grower as a commission or otherwise for his services in completing a sale of fruit in similar services in the district involved and for the fruit involved as evidenced by existing contractual agreements.
3. All claims for delayed shipment shall include as additional charges in excess of the sale price: taxes, insurance, interest, and storage charges at not less than the uniform minimum

rate for such storage charges.
4. No Shipper shall ship cars of fruit for sale upon arrival at destination except at Auction.
5. Shippers shall in so far as possible, make all quotations for sale and consummate all sales on a net F. O. B. "acceptance final" basis.
6. No shipper shall participate in any joint account transaction unless previously expressly authorized to do so by the Board of Trustees.
7. No Shipper shall make an export sale except upon a cash letter of credit or a cash-at-port of export basis and no shipper shall ship fruit for export on open account consignment.
8. No Shipper shall participate in a guaranteed advance transaction either in foreign or interstate commerce unless such guaranteed advance is equal to or greater than the current published price for the fruit involved at the time of such transaction.
9. Shippers shipping fruit on specially chartered vessels shall quote prices on the basis of prevailing conference freight rates and the difference, if any, in freight expense, shall be paid to the owner of the fruit.
10. The minimum prices published by the Commodity Committee shall not apply to any contracts entered into prior to the effective date of this agreement, with the exception of contracts entered into in contemplation of the execution of this or similar marketing agreements under the Act for the purpose of defeating the policies of the Act.

ARTICLE V
Reports
1. Each Shipper shall each day mail or deliver to the Manager, a report of all business transacted to the close of business for said day, including joint account transactions. Said report shall be made in such form as shall be prescribed by the Board of Trustees and shall include the following specific information:
a. Number of cars sold.
b. Variety.
c. Grade.
d. Size range.
e. Destination.
f. Date of shipment.
g. Shipping point.
h. Terminal brokerage paid.
i. Local brokerage or cash discount.
j. Prices at which sold.
k. Terms.
l. Domestic or export.
m. Condition.
n. Car service.
2. Each Shipper shall mail or deliver to the Manager promptly copies of all bulletins issued by him offering fruit for sale.
3. Each Shipper shall promptly report to the Manager the following information and such other information as the Board of Trustees may from time to time require, on such form or forms as the Board of Trustees may from time to time prescribe:
a. Rollers: including variety of fruit, number of cars, whether intended for sale or storage and enclose copy of any roller bulletin issued by such shipper.
b. Cancellations and Terminations: including details of sale and reasons for cancellation or termination.
c. Rejections and Complaints: including name and address of buyer cause, settlement, justification, number of cars involved;
d. Credit experience; including full details with regard to any unsatisfactory experience with any member of the trade, particularly as to credit matters.
4. Upon request by the Manager, each Shipper shall promptly mail to the Manager a report on such forms as the Manager shall prescribe disclosing:
a. Estimated quantity of fruit available for sale.
b. Total sales of fruit made.
c. Balance of fruit available for sale.
5. The Manager shall each day compile the information disclosed by the daily reports and such other information as he may deem useful, including daily Auction prices, and shall each day mail a copy of such compilation to each Shipper and when a Shipper is a firm or corporation to such officers and/or employees as it shall designate.
6. Failure to make the daily reports as hereinabove provided for three successive days, or to make any other report herein required or hereafter requested by the Manager, shall constitute a breach of this agreement.

ARTICLE VI
Auction Control
1. To assure in so far as possible orderly marketing, the Board of Trustees shall appoint Auction Committees and Terminal Committees, each composed of such Shippers, parties hereto, and such other persons as the Board shall within its sole discretion, designate. The Secretary may from time to time designate representatives of the Department of Agriculture to sit with the Terminal or Auction Committees.
2. The Auction and Terminal Committees may incur expense necessary or desirable for the proper performance of their further duties. Any such expenses shall be certified by the Chairman of the respective committee to the Manager and paid by him.
3. If the Commodity Committees shall determine that it is desirable to attempt to control or regulate the auction marketing of any variety of fruit, it shall be the duty of the Auction Committee.
(a) To determine the amount of fruit to be sold in each Auction Market during each week throughout the season.
(b) On the basis of the foregoing determination to assign each week to each shipper a maximum quota of the amount of fruit to be sold in each Auction Market during said week in so far as possible, to distribute the quotas equitably among the Shippers in proportion to the amount of fruit each has or will have available for the respective auction markets during the week.
(c) To permit shipments in excess

of the amount of fruit to be sold in each auction market, when deemed necessary or desirable.
and;
It shall be the duty of each Terminal Committee:
To regulate, among the Shippers as far as possible the carload offerings of fruit in each Auction Market each day with a view to the stabilization of day to day price levels and to make such adjustments as it may deem necessary or desirable.
4. No Shipper shall exceed the quotas allotted to him by the Auction Committee and each Shipper shall abide by the regulatory orders of the Terminal Committee. If any Shipper does exceed his quota for any week, the Secretary and each Shipper shall deduct an amount equivalent to such excess from such Shipper's quota for the succeeding week and if he fails to thus adjust such over-shipment or again exceeds his quota in said succeeding week, the Auction or Terminal Committee shall reduce such Shipper's quota for the next succeeding week by double the total over-shipment.
5. Wholly or partially unused quotas shall not be assigned, bought, or sold, but any Shipper may exchange his quota, or any part thereof, for another Shipper's equivalent in any other Auction Market. Any such exchange shall be promptly reported to the Auction Committee.
6. Nothing in this Article contained shall prevent a Shipper from making private sales in any Auction Market and the amount of fruit sold in any such private sale shall not be considered as a partial exhaustion of such Shipper's auction quota.
7. If any fruit sold by a Shipper at private sale is resold at Auction the Terminal Committee shall deduct the fruit resold from said Shipper's quota in that Auction market for the current or succeeding week.
8. If a Shipper exceeds his quota in any Auction market in any given week, it shall not be considered a breach of this agreement provided he promptly informs the Auction Committee of the reasons therefor and the said Committee determines that under the circumstances, such excessive sales were unavoidable or necessary. In that event, the Auction Committee shall deduct an amount equivalent to such excess from such Shipper's quota for the succeeding week and if he fails to thus adjust such over-shipment or again exceeds his quota in any Auction market in any given week, it shall not be considered a breach of this agreement provided he promptly informs the Auction Committee of the reasons therefor and the said Committee determines that under the circumstances, such excessive sales were unavoidable or necessary. In that event, the Auction Committee shall deduct an amount equivalent to such excess from such Shipper's quota for the next succeeding week by double the total over-shipment.

ARTICLE VII
Brokerage
1. The Commodity Committees shall determine and publish maximum uniform charges which can be made or paid by Shippers for brokerage services rendered at the terminal point and the Commodity Committees may from time to time determine and publish schedules of charges for any other brokerage service which can be made or paid by shippers and such rates shall thereafter be binding on all Shippers.
2. The Shipper shall, under any circumstances pay a charge for such brokerage services to a buyer, except, however, that shippers may make a purchaser from the sale price a discount for cash of not more than \$25 per car.
ARTICLE VIII
Rejections
1. In the event of rejection by a buyer of any part of fruit and the resale thereof by the Shipper in another auction, the Shipper shall immediately report to the Manager or the Auction Committee as the case may be and, if the latter, it shall deduct said car from said Shipper's Auction quota for the week in which such sale at auction is made.
2. Shippers shall report rejections to the Manager in writing, together with all charges relating to such sale, shipment, and rejection, and the Manager shall take whatever action he deems proper in the premises.
ARTICLE IX
Guarantees and Adjustments
1. No Shipper shall make sales for future shipment or accept orders for future shipments which express or contemplate any guarantee by the Shipper, except as provided in the rules of the Board of Trustees as to that constitutes a "guarantee" within the meaning of this section.
2. No Shipper shall make any allowance or adjustment for unsatisfactory condition which allowance or adjustment results in a reduction in the minimum published sale price, except upon express permission from the Manager.
ARTICLE X
Payment and Storage Charges
1. The Board of Trustees shall establish a uniform method of payment for sales for future shipment and each shipper shall adhere thereto. Such method of payment shall include a minimum partial payment to be made at the time the car is booked, a partial payment to be made when the car is placed in storage, and the dates payable, interest and other carrying charges.
2. The Board of Trustees shall fix maximum and minimum charges for packing and storage services and thereafter a such charges shall be made on a uniform basis intra-district and as nearly as possible inter-district; PROVIDED, however, that this section shall not apply to producers or cooperatives associations of producers handling members' fruit.
3. No Shipper shall furnish storage services of any kind to buyers for less than the minimum rates established for such services and reports of sales made on a storage paid basis shall indicate the amount of the storage charge included in the price.
ARTICLE XI
Expenses, Investigations and Appeals
1. Each Shipper agrees with the Secretary and with each of the other Shippers severally that he will pay to the Board of Trustees for the use of said Board a share of all expenses incurred by the Board pursuant to this agreement and will make such payment on receipt of notice from the Board of Trustees of his share of such expenses. Such share shall, tentatively, be such proportion of the total expenses of the Board of Trustees as each Shipper's total shipments of deciduous fruits by carsload during the last calendar year bear to the total of such shipments

by carsload by all the Shippers during the last calendar year. Such share shall be recomputed by the Board of Trustees at the end of each year on the basis of each Shipper's proportion of the total shipments for said year, and adjustments shall be made with each Shipper on the basis of such recomputations.
2. The Board of Trustees, the Manager, each Committee, and each Shipper shall be subject to the usual hours of business. From time to time, they shall each furnish to the Secretary on and in accordance with forms to be supplied by the Department of Agriculture such information as the Secretary may request.
3. If information shall come to the knowledge of any Shipper or the violation of this agreement by any other Shipper, the Shipper having such knowledge shall notify the Manager of such violation by a written statement containing the charges and all available substantiating evidence.
4. If the Board of Trustees upon inspection of any information from any source, shall find therein evidence that any Shipper is violating the terms and conditions of this agreement, it shall thereupon cause the duty of said Board of Trustees to investigate such charges or suspected violations. The Board of Trustees may call upon the Shipper whose transactions are under investigation to furnish a statement of the facts under oath. After due investigation, if it is the opinion of the Board of Trustees that the charges are true, it shall order such Shipper to discontinue such violation, and in the event of non-compliance by the Shipper with such order, it shall report such non-compliance to the Secretary.
5. In aid of any investigation with respect to charges against any Shipper or with respect to any dispute arising out of this agreement, each Shipper agrees that the Board of Trustees may designate a reputable firm of public accountants to examine, during the usual business hours, the books and records of the Shipper whose practices are under investigation and report upon the matters that shall have been specified in a direction to such accountants. Said direction to the accountants must specifically set forth the matters upon which a report is required and said accountants shall not reveal to the Board of Trustees any other matters whatsoever disclosed by said examination.
6. A Shipper may appeal in writing to the Secretary against any decision of the Board of Trustees with reference to any dispute or investigation, or from any alleged injustices or wrongful act of any Committee or Officer thereof. Pending the disposition by the Secretary of any appeal from a ruling of the Board of Trustees, the parties involved shall abide by the decision rendered by the Board of Trustees. In the event of such appeal, it shall be the duty of the Board of Trustees to forward to the Secretary the complete record of the hearings and findings of the Board of Trustees.
ARTICLE XII
Miscellaneous Provisions
1. The Board of Trustees may from time to time propose amendments to the terms and conditions of this agreement and any such amendments or modification shall become effective at the date designated by the Board of Trustees, provided such amendment or modification shall have first been approved by the recorded votes of a majority of the Shippers present at any regular or special meeting called for the express purpose of considering such amendments or modification and by the Secretary.
2. Each Committee created hereby or hereunder, at its organization meeting and from time to time thereafter shall elect such officers and adopt such rules and regulations for the conduct of its business as it may deem advisable. The membership of such committees created hereby or hereunder may be changed and any vacancy therein may be filled in such manner as the Board of Trustees from time to time determines.
3. Nothing herein contained shall be construed in derogation of the rights of the Secretary to exercise any powers granted to him by the Act, and in accordance with such powers, to act in the premises whenever he shall deem it advisable.
4. The rules and definitions of trade terms set forth in Schedule A attached hereto and made a part hereof, shall be binding upon each shipper party hereto.
5. No member of any committee, or the Manager or the Secretary shall be held responsible individually in any way whatsoever for any error, in judgment, mistake, or other act or omission of commission or omission except for acts of dishonesty. It is understood by all Shippers that it will be necessary for the various committees and the Manager to rely upon estimates and data which may be uncertain and susceptible of error.
ARTICLE XIII
Parties and Terms
1. Any Shipper as hereinabove in Article I defined may become a party to this agreement on equal terms with the signatories hereto.
2. This agreement shall become effective at such date as the Secretary may determine and shall continue in force until the last day of the calendar month following the aforesaid date and thereafter from month to month, except that:
(a) The Secretary may, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(b) Upon the written request of shippers the sum of whose average carload shipments over the period of the last three preceding calendar years equal 75 per cent of the average of the total carloads shipped in said years by all shippers parties hereto, the Secretary shall, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(c) This agreement shall in any

event terminate whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.
3. The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination except with respect to acts prior thereto, and the benefits, privileges and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts prior thereto.
This agreement has been prepared in two identical counterparts. Each shipper becoming a party to this agreement shall sign and deposit with the Secretary one of said counterparts and, if a corporation, shall deposit together with said signed counterpart a certified copy of a resolution of the Board of Directors or of the stockholders authorizing such signing and delivery. The Secretary shall sign and deliver to the Chairman of the Board of Trustees one of said counterparts and shall enclose therewith the effective date of this agreement. Any of said counterparts so executed shall constitute and shall be accepted as evidence of the terms of this agreement without the production of any or all of said other counterparts.
IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 1933.
Effective date _____, 1933.
(Shipper)
Secretary of Agriculture.

ARTICLE XIV
Parties and Terms
1. Any Shipper as hereinabove in Article I defined may become a party to this agreement on equal terms with the signatories hereto.
2. This agreement shall become effective at such date as the Secretary may determine and shall continue in force until the last day of the calendar month following the aforesaid date and thereafter from month to month, except that:
(a) The Secretary may, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(b) Upon the written request of shippers the sum of whose average carload shipments over the period of the last three preceding calendar years equal 75 per cent of the average of the total carloads shipped in said years by all shippers parties hereto, the Secretary shall, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(c) This agreement shall in any

event terminate whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.
3. The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination except with respect to acts prior thereto, and the benefits, privileges and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts prior thereto.
This agreement has been prepared in two identical counterparts. Each shipper becoming a party to this agreement shall sign and deposit with the Secretary one of said counterparts and, if a corporation, shall deposit together with said signed counterpart a certified copy of a resolution of the Board of Directors or of the stockholders authorizing such signing and delivery. The Secretary shall sign and deliver to the Chairman of the Board of Trustees one of said counterparts and shall enclose therewith the effective date of this agreement. Any of said counterparts so executed shall constitute and shall be accepted as evidence of the terms of this agreement without the production of any or all of said other counterparts.
IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 1933.
Effective date _____, 1933.
(Shipper)
Secretary of Agriculture.

ARTICLE XV
Parties and Terms
1. Any Shipper as hereinabove in Article I defined may become a party to this agreement on equal terms with the signatories hereto.
2. This agreement shall become effective at such date as the Secretary may determine and shall continue in force until the last day of the calendar month following the aforesaid date and thereafter from month to month, except that:
(a) The Secretary may, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(b) Upon the written request of shippers the sum of whose average carload shipments over the period of the last three preceding calendar years equal 75 per cent of the average of the total carloads shipped in said years by all shippers parties hereto, the Secretary shall, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(c) This agreement shall in any

event terminate whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.
3. The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination except with respect to acts prior thereto, and the benefits, privileges and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts prior thereto.
This agreement has been prepared in two identical counterparts. Each shipper becoming a party to this agreement shall sign and deposit with the Secretary one of said counterparts and, if a corporation, shall deposit together with said signed counterpart a certified copy of a resolution of the Board of Directors or of the stockholders authorizing such signing and delivery. The Secretary shall sign and deliver to the Chairman of the Board of Trustees one of said counterparts and shall enclose therewith the effective date of this agreement. Any of said counterparts so executed shall constitute and shall be accepted as evidence of the terms of this agreement without the production of any or all of said other counterparts.
IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 1933.
Effective date _____, 1933.
(Shipper)
Secretary of Agriculture.

ARTICLE XVI
Parties and Terms
1. Any Shipper as hereinabove in Article I defined may become a party to this agreement on equal terms with the signatories hereto.
2. This agreement shall become effective at such date as the Secretary may determine and shall continue in force until the last day of the calendar month following the aforesaid date and thereafter from month to month, except that:
(a) The Secretary may, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(b) Upon the written request of shippers the sum of whose average carload shipments over the period of the last three preceding calendar years equal 75 per cent of the average of the total carloads shipped in said years by all shippers parties hereto, the Secretary shall, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(c) This agreement shall in any

event terminate whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.
3. The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination except with respect to acts prior thereto, and the benefits, privileges and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts prior thereto.
This agreement has been prepared in two identical counterparts. Each shipper becoming a party to this agreement shall sign and deposit with the Secretary one of said counterparts and, if a corporation, shall deposit together with said signed counterpart a certified copy of a resolution of the Board of Directors or of the stockholders authorizing such signing and delivery. The Secretary shall sign and deliver to the Chairman of the Board of Trustees one of said counterparts and shall enclose therewith the effective date of this agreement. Any of said counterparts so executed shall constitute and shall be accepted as evidence of the terms of this agreement without the production of any or all of said other counterparts.
IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 1933.
Effective date _____, 1933.
(Shipper)
Secretary of Agriculture.

ARTICLE XVII
Parties and Terms
1. Any Shipper as hereinabove in Article I defined may become a party to this agreement on equal terms with the signatories hereto.
2. This agreement shall become effective at such date as the Secretary may determine and shall continue in force until the last day of the calendar month following the aforesaid date and thereafter from month to month, except that:
(a) The Secretary may, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(b) Upon the written request of shippers the sum of whose average carload shipments over the period of the last three preceding calendar years equal 75 per cent of the average of the total carloads shipped in said years by all shippers parties hereto, the Secretary shall, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(c) This agreement shall in any

event terminate whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.
3. The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination except with respect to acts prior thereto, and the benefits, privileges and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts prior thereto.
This agreement has been prepared in two identical counterparts. Each shipper becoming a party to this agreement shall sign and deposit with the Secretary one of said counterparts and, if a corporation, shall deposit together with said signed counterpart a certified copy of a resolution of the Board of Directors or of the stockholders authorizing such signing and delivery. The Secretary shall sign and deliver to the Chairman of the Board of Trustees one of said counterparts and shall enclose therewith the effective date of this agreement. Any of said counterparts so executed shall constitute and shall be accepted as evidence of the terms of this agreement without the production of any or all of said other counterparts.
IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 1933.
Effective date _____, 1933.
(Shipper)
Secretary of Agriculture.

ARTICLE XVIII
Parties and Terms
1. Any Shipper as hereinabove in Article I defined may become a party to this agreement on equal terms with the signatories hereto.
2. This agreement shall become effective at such date as the Secretary may determine and shall continue in force until the last day of the calendar month following the aforesaid date and thereafter from month to month, except that:
(a) The Secretary may, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(b) Upon the written request of shippers the sum of whose average carload shipments over the period of the last three preceding calendar years equal 75 per cent of the average of the total carloads shipped in said years by all shippers parties hereto, the Secretary shall, by notice in writing sent by registered mail, addressed to the Manager on or before the 20th day of any month, terminate said contract as of the end of such month.
(c) This agreement shall in any

event terminate whenever the President or Congress shall terminate those provisions of the Act which authorize this agreement.
3. The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination except with respect to acts prior thereto, and the benefits, privileges and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts prior thereto.
This agreement has been prepared in two identical counterparts. Each shipper becoming a party to this agreement shall sign and deposit with the Secretary one of said counterparts and, if a corporation, shall deposit together with said signed counterpart a certified copy of a resolution of the Board of Directors or of the stockholders authorizing such signing and delivery. The Secretary shall sign and deliver to the Chairman of the Board of Trustees one of said counterparts and shall enclose therewith the effective date of this agreement. Any of said counterparts so executed shall constitute and shall be accepted as evidence of the terms of this agreement without the production of any or all of said other counterparts.
IN WITNESS WHEREOF, this agreement has been signed this _____ day of _____, 1933.
Effective date _____, 1933.
(Shipper)
Secretary of Agriculture.

of the amount of fruit to be sold in each auction market, when deemed necessary or desirable.
and;
It shall be the duty of each Terminal Committee:
To regulate, among the Shippers as far as possible the carload offerings of fruit in each Auction Market each day with a view to the stabilization of day to day price levels and to make such adjustments as it may deem necessary or desirable.
4. No Shipper shall exceed the quotas allotted to him by the Auction Committee and each Shipper shall abide by the regulatory orders of the Terminal Committee. If any Shipper does exceed his quota for any week, the Secretary and each Shipper shall deduct an amount equivalent to such excess from such Shipper's quota for the succeeding week and if he fails to thus adjust such over-shipment or again exceeds his quota in said succeeding week, the Auction or Terminal Committee shall reduce such Shipper's quota for the next succeeding week by double the total over-shipment.
5. Wholly or partially unused quotas shall not be assigned, bought, or sold, but any Shipper may exchange his quota, or any part thereof, for another Shipper's equivalent in any other Auction Market. Any such exchange shall be promptly reported to the Auction Committee.
6. Nothing in this Article contained shall prevent a Shipper from making private sales in any Auction Market and the amount of fruit sold in any such private sale shall not be considered as a partial exhaustion of such Shipper's auction quota.
7. If any fruit sold by a Shipper at private sale is resold at Auction the Terminal Committee shall deduct the fruit resold from said Shipper's quota in that Auction market for the current or succeeding week.
8. If a Shipper exceeds his quota in any Auction market in any given week, it shall not be considered a breach of this agreement provided he promptly informs the Auction Committee of the reasons therefor and the said Committee determines that under the circumstances, such excessive sales were unavoidable or necessary. In that event, the Auction Committee shall deduct an amount equivalent to such excess from such Shipper's quota for the succeeding week and if he fails to thus adjust such over-shipment or again exceeds his quota in any Auction market in any given week, it shall not be considered a breach of this agreement provided he promptly informs the Auction Committee of the reasons therefor and the said Committee determines that under the circumstances, such excessive sales were unavoidable or necessary. In that event, the Auction Committee shall deduct an amount equivalent to such excess from such Shipper's quota for the next succeeding week by double the total over-shipment.

ARTICLE VII
Brokerage
1. The Commodity Committees shall determine and publish maximum uniform charges which can be made or paid by Shippers for brokerage services rendered at the terminal point and the Commodity Committees may from time to time determine and publish schedules of charges for any other brokerage service which can be made or paid by shippers and such rates shall thereafter be binding on all Shippers.
2. The Shipper shall, under any circumstances pay a charge for such brokerage services to a buyer, except, however, that shippers may make a purchaser from the sale price a discount for cash of not more than \$25 per car.
ARTICLE VIII
Rejections
1. In the event of rejection by a buyer of any part of fruit and the resale thereof by the Shipper in another auction, the Shipper shall immediately report to the Manager or the Auction Committee as the case may be and, if the latter, it shall deduct said car from said Shipper's Auction quota for the week in which such sale at auction is made.
2. Shippers shall report rejections to the Manager in writing, together with all charges relating to such sale, shipment, and rejection, and the Manager shall take whatever action he deems proper in the premises.
ARTICLE IX
Guarantees and Adjustments
1. No Shipper shall make sales for future shipment or accept orders for future shipments which express or contemplate any guarantee by the Shipper, except as provided in the rules of the Board of Trustees as to that constitutes a "guarantee" within the meaning of this section.
2. No Shipper shall make any allowance or adjustment for unsatisfactory condition which allowance or adjustment results in a reduction in the minimum published sale price, except upon express permission from the Manager.
ARTICLE X
Payment and Storage Charges
1. The Board of Trustees shall establish a uniform method of payment for sales for future shipment and each shipper shall adhere thereto. Such method of payment shall include a minimum partial payment to be made at the time the car is booked, a partial payment to be made when the car is placed in storage, and the dates payable, interest and other carrying charges.
2. The Board of Trustees shall fix maximum and minimum charges for packing and storage services and thereafter a such charges shall be made on a uniform basis intra-district and as nearly as possible inter-district; PROVIDED, however, that this section shall not apply to producers or cooperatives associations of producers handling members' fruit.
3. No Shipper shall furnish storage services of any kind to buyers for less than the minimum rates established for such services and reports of sales made on a storage paid basis shall indicate the amount of the storage charge included in the price.
ARTICLE XI
Expenses, Investigations and Appeals
1. Each Shipper agrees with the Secretary and with each of the other Shippers severally that he will pay to the Board of Trustees for the use of said Board a share of all expenses incurred by the Board pursuant to this agreement and will make such payment on receipt of notice from the Board of Trustees of his share of such expenses. Such share shall, tentatively, be such proportion of the total expenses of the Board of Trustees as each Shipper's total shipments of deciduous fruits by carsload during the last calendar year bear to the total of such shipments

by carsload by all the Shippers during the last calendar year. Such share shall be recomputed by the Board of Trustees at the end of each year on the basis of each Shipper's proportion of the total shipments for said year, and adjustments shall be made with each Shipper on the basis of such recomputations.
2. The Board of Trustees, the Manager, each Committee, and each Shipper shall be subject to the usual hours of business. From time to time, they shall each furnish to the Secretary on and in accordance with forms to be supplied by the Department of Agriculture such information as the Secretary may request.
3. If information shall come to the knowledge of any Shipper or the violation of this agreement by any other Shipper, the Shipper having such knowledge shall notify the Manager of such violation by a written statement containing the charges and all available substantiating evidence.
4. If the Board of Trustees upon inspection of any information from any source, shall find therein evidence that any Shipper is violating the terms and conditions of this agreement, it shall thereupon cause the duty of said Board of Trustees to investigate such charges or suspected violations. The Board of Trustees may call upon the Shipper whose transactions are under investigation to furnish a statement of the facts under oath. After due investigation, if it is the opinion of the Board of Trustees that the charges are true, it shall order such Shipper to discontinue such violation, and in the event of non-compliance by the Shipper with such order, it shall report such non-compliance to the Secretary.
5. In aid of any investigation with respect to charges against any Shipper or with respect to any dispute arising out of this agreement, each Shipper agrees that the Board of Trustees may designate a reputable firm of public accountants to examine, during the usual business hours, the books and records of the Shipper whose practices are under investigation and report upon the matters that shall have been specified in a direction to such accountants. Said direction to the accountants must specifically set forth the matters upon which a report is required and said accountants shall not reveal to the Board of Trustees any other matters whatsoever disclosed by said examination.
6. A Shipper may appeal in writing to the Secretary against any decision of the Board of Trustees with reference to any dispute or investigation, or from any alleged injustices or wrongful act of any Committee or Officer thereof. Pending the disposition by the Secretary of any appeal from a ruling of the Board of Trustees, the parties involved shall abide by the decision rendered by the Board of Trustees. In the event of such appeal, it shall be the duty of the Board of Trustees to forward to the Secretary the complete record of the hearings and findings of the Board of Trustees.
ARTICLE XII
Miscellaneous Provisions
1. The Board of Trustees may from time to time propose amendments to the terms and conditions of this agreement and any such amendments or modification shall become effective at the date designated by the Board of Trustees, provided such amendment or modification shall have first been approved by the recorded votes of a majority of the Shippers present at any regular or special meeting called for the express purpose of considering such amendments or modification and by the Secretary.
2. Each Committee created hereby or hereunder, at its organization meeting and from time to time thereafter shall elect such officers and adopt such rules and regulations for the conduct of its business as it may deem advisable. The membership of such committees created hereby or hereunder may be changed and any vacancy therein may be filled in such manner as the Board of Trustees from time to time determines.
3. Nothing herein contained shall be construed in derogation of the rights of the Secretary to exercise any powers granted to him by the Act, and in accordance with such powers, to act in the premises whenever he shall deem it advisable.
4. The rules and definitions of trade terms set forth in Schedule A attached hereto and made a part hereof, shall be binding upon each shipper party hereto