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## AGRICULTURE IN THE DEPRESSION ERA:

### The Oregon-Washington Tomato-Mellon and Oregon Cauliflower Stamps

Numerous ideas and laws have been proposed or enacted to help agriculture out of its periodic doldrums dating back to the administration of Teddy Roosevelt. But none seemed to work when the country as a whole began to slip into a recession, or as in the 1930s, a serious depression. From 1921 until the election of Franklin D. Roosevelt as president, there had been twelve long years of agitation to raise farm prices. This agitation produced only the Agricultural Marketing Act of 1929. Two other bills were passed but had been vetoed by Presidents Coolidge and Hoover.

During this period farmers found a shrinking market for their produce with a corresponding decline in buying power, loss of farms due to inability to meet mortgage payments and culminated by a ruinous drought in many portions of the country. All the while the government seemingly refused to pass laws designed to prevent the collapse of agriculture.

Thus the farm problem had long been a hardy perennial in American politics and in the realm of economic discussion. In 1920 the war-induced boom in agriculture collapsed, recovering enough to show a fairly stable prosperity from about 1924 to 1929, then completely deflated in 1929 with the advent of world depression. Although agriculture continued to increase its production following the 1929 stock market crash, the world demand diminished largely due to retaliation for the American restriction of immigration and America's failure to adopt a stiff tariff policy. At the same time there was an increasing European trend to restrict agricultural imports and the opening of new producing areas within Europe itself.

These factors, along with growing foreign national self-sufficiency, tended to lower rural buying power everywhere while at the same time having little effect on the volume of agricultural production. The farmer found himself paid less and less as he grew more and more. By 1932 a unit of farm produce would buy only fifty-eight percent as much as in 1929.

Meanwhile farm debt increased substantially. By 1931 interest and other costs on mortgage loans took at least eight percent of gross farm income compared with just three percent in the prewar years. Also, by 1931 taxation increased to about eleven percent of gross farm income compared with four percent before the war. At the same time operating expenses declined much less rapidly than income. All this resulted in a

two-thirds decrease of cash balances available to farmers in the 1929 to 1932 period. Such hardships also indirectly affected the whole country, especially banks in rural areas and agricultural-related manufacturing, and actually intensified the country's economic crisis.

The programs of the 1920s intended to raise farm prices generally centered around two basic ideas: cooperatives and a two-price system. Politically, the Coolidge and Hoover administrations favored the cooperative approach; while many agricultural spokesmen in congress and elsewhere advocated the two-price system.

Of the two-price supporters, the McNary-Haugen bills were probably the dominant ideas until 1929. Based upon proposals made by George N. Peek and Hugh S. Johnson the bills would establish a government corporation to purchase specified farm commodities well above the world price and export any of the crop not absorbed by the domestic market at that price. Losses incurred would be borne by producers through an "equalization fee". This idea was incorporated in the McNary-Haugen bills vetoed by Coolidge in 1927 and 1928.

Under President Herbert Hoover, congress passed the Agricultural Marketing Act, a shift from the two-price philosophy to an attempt at co-operative marketing. As the ultimate solution to the farm problem through "orderly marketing" of farm commodities, the act authorized the Federal Farm Board to make loans and give other forms of assistance to cooperatives and to set up stabilization corporations to control unusual surpluses and stabilize prices. When the depression came there had not been sufficient time to gauge if this Act could be effective or not. In the face of plummeting prices it proved too weak to provide effective relief. But even in normal conditions the idea of cooperative marketing very likely could not have succeeded; as the previous history of cooperatives strongly suggested. But even in its failure, it was a valuable step in government positivism and helped bring the Agricultural Adjustment Act (AAA) a little nearer.

With Roosevelt's inauguration farm relief had become a political, social and economic necessity. While the farmers regarded Roosevelt's promise of federal help with a wariness born of years of frustration and disappointment, there was good cause to believe words would soon be followed by action.

The Agricultural Adjustment Act was first drawn up in April, 1932 by Henry A. Wallace and George Peek and was a modification of an earlier plan which included production control features. When signed into law on May 12, 1933 it was intended to remedy over-production, control future production, bring farmers' incomes up to 1920 levels and generally stabilize agrarian America. It was the farmers one ray of hope for the future.

Among the foremost segments of the AAA were the marketing agreements which, as one writer described them, were "a voluntary arrangement between the federal or state governments and individual producers of a specified product. There were not binding on all producers of a commodity". Voluntary agreements also were made with associated processors and dealers. Those signing the agreement would benefit in three ways: (1) reducing the accumulated surpluses; (2) regulating the market flow as to either time or place; and (3) reducing price spreads between producers and consumers. All of the conditions were generally applicable whether administered by the federal or state governments. But since they were not binding on all producers of the same commodity the agreements generally did not last

long. Non-signers reaped the benefits without following the rules or paying their way. On average fifteen to twenty percent of growers or producers never signed.

One device to circumvent the defect of non-signors was to create legislative marketing orders. As explained by Tom G. Hall, Jr., in an unpublished 1962 thesis: "A marketing order, once initiated under legislatively specified procedures, is binding on and uniformly applicable to all producers and handlers of the specified product."

Though many people were opposed to any type of marketing agreement or order on the principle that the government should stay away from any sort of controls, the 10-20 percent that would not join undercut the good an agreement could do. With a little more foresight on the part of those drafting federal or state AAA's many of agriculture's pitfalls could have been eliminated at the start.

It has been written that "the marketing-agreement and licensing provisions. . . enabled the AAA to undertake a series of relief activities that would not otherwise have been possible." These agreements brought help to many farmers and definite improvement in certain areas such as dairies. They also permitted exports from glutted markets especially wheat from the northwestern states.

Marketing agreements, wherever possible, were horizontal agreements or codes covering all the units involved rather than separate agreements or codes for small groups within an industry. This was necessary for both economic and administrative reasons. Separate agreements for minute fractions of the food industry meant continuous and complicated readjustment of conflicting interests. The horizontal agreements meant not only efficient marketing but also reduced distribution costs, regulated supplies, increased prices to the farmers, and at the same time, protected public interests.

If deemed advisable licenses might be issued in connection with these agreements which would "permit processors, associations of producers, and others to engage in the handling in the current of interstate or foreign commerce of any agricultural commodity or product thereof, or any competing commodity or product thereof." When licenses are issued they are issued to all handlers involved. By the wording of the act, if a license is issued no handler could operate without one.

While the federal government had its guiding hand on the direction of the AAA, a number of states enacted similar laws. The three most notable "Little New Deals" were created in Oregon, Washington and California.

These Little New Deals were set up along the same lines as those found in the federal act. The state AAA's covered most agricultural products not covered by federal agreements. Basically they were an attempt by states to keep products grown within their boundaries under their control vis-a-vis federal government control.

While there seems to be an infinite number of sources in regard to the federal AAA, the opposite is true in the area of state-run AAA's. It appears this is an area in which a historian, interested in both the Depression years and agriculture, can work in virgin fields.

#### The Oregon AAA and Their Marketing Agreements

Though there is still much room for further study in the area of the



Oregon AAA what has been located since my original study printed in the July, 1975 issue of the State Revenue Newsletter is multiplied ten-fold.

The Emergency Oregon AAA, passed December 15, 1933 during the second special session of the legislature as Chapter 37 of the 1933 laws, was based on the federal AAA and designed to apply to strictly intrastate transactions. It sought to accomplish wider distribution of agricultural products with adequate returns to the producer and to protect him in his dependence upon the marketing agencies. This protection of the producer featured regulating of the marketing system currently in the hands of a relatively small number of handlers and processors. The authority of any state to regulate within its boundaries is beyond question. This is why the declared purpose of the Oregon AAA was to stabilize agricultural prices and thereby better the financial and economic position of this basic industry. Regulation of commodity prices or of service charges is not a new concept, nor does it involve any interference with private property. It is the basis of all rate regulation long applied to the so-called "public utilities."

Under the 1933 Oregon AAA at least ten marketing agreements were eventually approved. In addition two others were formed in conjunction with the farmers of Washington as bi-state pacts. Those formed were for Oregon butter; Oregon ice cream; the restaurant industry; the growers and handlers of melons and tomatoes within Oregon and Washington; the growers and processors of cold-pack strawberries; growers of narcissus bulbs; bulbous iris or lillies; growers and processors of black raspberries; the growers and processors of red raspberries; the baking industry; the grower and producers and cooperative processors of prunes within Oregon and Washington; the Oregon nurserymen; and the growers and handlers of Oregon cauliflower.

Of these agreements I intend to deal with only two of them, i.e., the melon/tomato and cauliflower.

Those desiring to form a marketing agreement would petition the state under Article 4 of the Oregon AAA, for permission to form said agreement. A hearing would be held to determine if a majority of those representing a major portion of the volume produced were interested in such an agreement. If so, it was approved by those present and then enacted by the State Department of Agriculture and signed into law by the governor. As far as Oregon was concerned it was the law but, as a formality or in compliance with some other law, it had to go to the federal Secretary of Agriculture for final approval.

#### Melon and Tomato Marketing Agreement

On May 9, 1934 Max Gehlhar, Director of the Oregon Agriculture Department, sent out a Notice of Hearing to all interested growers and handlers of melons and tomatoes within the seven producing areas of Oregon and the seven producing areas of Washington. The group was to meet in Room 314 of the Capital building, Salem, Oregon, on May 21 to form an agreement. Opponents were also invited to attend. As a Notice of Election required under Article 3 of the state's AAA was sent to all interested persons on June 14th it is assumed that the 13-page agreement was approved by a majority of those present at the May hearing. Elections were to be held at central points of the named districts with each district having its own "inspector of said election."



Interestingly enough an extra page was added to the Notice of Election dated 6/16/34 stating that the notice has been mailed to all registered growers, licensed produce and wholesale peddlers and dealers, all newspapers in Oregon, radio station KOAC, Governor Julius L. Meier, members of the Board of Agriculture, all county agents, and 17 other people including the above mentioned inspectors. Such a wide distribution was, for some reason, considered necessary.

In any case, this definitely was a grower attempt, through the laws of the Federal, Oregon/Washington AAAs, and under the paternal guidance (but independent of) the state's Department of Agriculture, to recoup at least the costs of production. Until 1934 the growers were at the mercy of the jobbers and commission men who determined the price to be paid. In a situation like this every student of economics recognizes the evil to industry when prices are driven below production costs by middle-men employing "loss-leaders" to attract customers and build up volume sales of other commodities making a larger profit. This is the basis of many vicious competitive practices; the cost of which is either shouldered by the producer, or shared by agriculture, industry and the consuming public. Even during the prosperous 1918-1920 years commission men were selling crates of tomatoes at 20-25 cents per crate. After deducting the sales commissions and transportation charges the balance paid to the grower often did not pay for the growers' boxes and packing. No wonder the growers were anxious for the agreement to become effective as soon as possible.

The benefits to the grower are hard to measure but the overwhelming reapproval of the agreement in 1935 offers evidence that the farmers lot had been improved.

Although I have yet to see any pertinent documents from Washington on this marketing agreement appropriate laws had to be passed there also at about the same time.

Known as the Oregon and Washington Melon and Tomato Agreement, it was formed to control the prices of melons and tomatoes within both states. It is difficult to say what effect it may have had outside these two states, but there may have been some influence on incoming melons and tomatoes.

Over the years it is not clear if this agreement was a private agreement of the growers or an agreement imposed by the Oregon and Washington Departments of Agriculture. Mr. H.G. Hawkins, manager of the Board of Commissioners and also an Oregon state official, was quite definite when he stated "the grower, and the grower alone, is responsible for the marketing agreement. . . . The whole movement is grower conceived, carried out and managed. No other factor in the trade has anything to say about its management or policies."

Although I am not sure the following is the final work on minimum prices several listings appear in several Oregon Department of Agriculture documents. From the Notice of Election dated May 9, 1934 comes this proposed list of minimum prices:

Cantaloupes

Jumbo Crate	\$1.60 per crate
Standard Crate	
Size 16	\$1.25   "   "
Size 12 and larger	\$1.20   "   "
Pony Crates	\$1.00   "   "
Flat Crate	.65   "   "
Loose	\$30.00 per ton

Casaba and Honeydew Melons

Standard Crate	\$1.00 per crate
Loose	\$30.00 per ton

Water Melons

\$25.00 per ton

Tomatoes

Peach crate(20 lbs.)	\$.40 per crate
L.A. Lug	\$.60 per lug
Apple Box	\$.75 per box
In ton lots	\$15.00 per ton

Under the M&T marketing agreement itself appears "Director's Order No. 14" under Article V, Section 1, filed June 12, 1934 listing the following:

- (a) Minimum Prices to retailers delivered to retailer's place of business:

Cantaloupes

Jumbo Crate	\$1.60 per crate
Standard Crate	\$1.25   "   "
Size 16	\$1.20   "   "
Size 12 and larger	\$1.00   "   "
Pony crate	\$1.00   "   "
Flat crate	\$.65   "   "
Loose	\$40.00 per ton

Casaba and Honeydew Melons

Standard Crate	\$1.00 per crate
Loose	\$30.00 per ton

Tomatoes

Peach crate(20 Lbs.)	\$.50 per crate until Aug. 1, 1934 and .40 thereafter
L.A. Lug	\$.75 per crate until Aug. 1, 1934 and .60 thereafter
Apple box	\$.75 per box

In other containers or in bulk at the same rate per pound as the price in apple boxes.

- (b) Tax: Minimum prices of tomatoes sold for and which are actually canned or used as one of the ingredients of canned soup, tomato catsup or puree, where the said products when canned were packed and sold in competition with like products grown outside the States of Oregon and Washington, at its descretion may be fixed by the Control Board, which Board at the same time shall also fix, not to exceed \$1.00

ton, a tax on such tomatoes and provide the time and method of paying the same.

(c) Sales by Growers-Retailers: All sales by growers directly to consumers shall be at prices not less than those above specified for sales to retailers.

(d) Minimum prices to Wholesalers (delivered to wholesaler's place of business): Sales to wholesalers shall be at prices not more than fifteen per centum (15%) under the prices above specified for sales to retailers, less freight charges at common carrier rates (to be determined and published by the Control Board) from the farm. Any deduction for freight charges, however, shall not exceed twenty five cents (25¢) per crate, ten cents (10¢) per flat crate, or eight dollars (\$8.00) per ton.

Section 2. The above minimum prices may be changed or cancelled at any time by affirmative vote of two-thirds of the members of the control Board.

Under Director's Order No. 14B, dated August 11, 1934 we are told that "... field-run tomatoes, culls out, shall be sold for canning purposes at the minimum price of \$11.25 per ton, f.o.b. cannery after August 2, 1934. It is further ordered that a deduction of 35¢ per ton be made by the canneries and paid to the Marketing Agreement control committee for the purposes of policing and enforcing the Marketing Agreement."

Order No. 17 filed September 11, 1934 stated the Control Board had set minimum prices on tomatoes at the following:

<u>Grade</u>	<u>Minimum Price</u>
Peach Crate (20 lbs)	
U.S. No. 1	\$ .50 per crate
U.S. No. 2	\$ .40 per crate
Culls	\$ .30 per crate

Grade according to U.S. Department of Agriculture Standards

Under Director's Order No. 18, undated, the Control Board revamped the minimum prices on tomatoes as follows:

U.S. No. 1, according to Federal grades for canning tomatoes	\$13.00 per ton
U.S. No. 2, according to Federal grades for canning tomatoes	\$ 7.00 per ton
Patch Run (Culls out)	\$11.00 per ton

The above prices are F.O.B. cannery for tomatoes grown within twenty-five miles from the cannery; for tomatoes grown at points beyond said distance from the cannery, said prices shall be F.O.B. any receiving point located within twenty-five miles from the point where grown.

Director's Order No. 19, filed September 17, 1935, amended Article V, paragraph (d) as follows:



Provided, however, that a discount of not to exceed twenty-five per cent (25%) may be made upon watermelons only, where such melons are sold in carload lots for cash at point of origin.

Also under this Order, Article V was amended to read: "No culls or any classification of melons or tomatoes shall be sold for resale."

Each producing district elected a district committee; which in turn elected a member to the State Control Board; which in turn elected two members for the two-state Joint Control Committee. The Committee, meeting in Portland, then elected a fifth member to represent the public. The sole function of the Joint Control Committee was to handle the problems arising as growers formed, and ran, their marketing agreement. On each State Control Board, but not on the Joint Control Committee, was one representative of the jobbing trade and one from the truck peddlers. They were advisors only and could not vote.

Those elected to the Joint Control Committee are unknown and the only names associated with Oregon's State Control Board are Morton Tompkins elected president and Fred Tooley, secretary.

The prices established for produce on the market were determined during conferences between the Joint Control Committee and the large jobbers and retailers. During the conferences it was decided which prices would move the greatest amount of produce and still leave somewhere near the cost of production for the grower. The growers involved with the agreement felt this method would bring best results. If there had to be some dumping of produce the best place to dump it was on the farm and not at the markets where freight and other charges were incurred. Although some individual growers might suffer, they all believed this device promised better results than old marketing methods.

Recognizing certain established methods of marketing were necessary for proper distribution of products, the growers allowed the wholesale jobber and commission merchant to deduct fifteen percent from the prices named as minimum to the retailer. They also permitted common carrier freight charges and point of origin shipper brokerages. With these deductions the grower still received little enough for what he raised.

The prices set were five cents for a good-sized melon and about 2 cents per pound for tomatoes, which the growers and Joint Control Committee felt were reasonable. The trouble, though, with setting "reasonable prices" is that past unrestricted price cutting by commission men and retailers had accustomed the customer to prices far below the grower's cost. As the prosperity of the growers of the two states was closely allied with prosperity for the whole population it was hoped consumers were not so short sighted to want growers to starve so tomatoes and cantaloupes at ruinous prices would be available.

Mr. Hawkins says the "law carries a penalty" to those who violate the marketing agreement, but did not specify what the penalty was. Two other sources explain this. Article IX, section 6 of the marketing agreement itself states any "Violation of any provision of this Agreement shall be construed as an unfair trade practice within provisions of state laws making such practice cause for revocation of the state license of any produce dealer or peddler." Again, under Section 3 of the Oregon Agriculture Adjustment Act, it states: "The use by any person of unfair methods of competition, as defined in this act, shall be contrary to the public

policy and welfare of this state and shall constitute a violation of this act and a misdemeanor, and upon conviction thereof the person guilty of such violation shall be fined not more than \$500 for each offense, and each day such violation continues shall be deemed a separate offense."

Any grower or dealer who violated the agreement was not committing a crime against the state but against fellow growers and dealers who were living up to the terms of the agreement. If the agreement were to break down because of the violators, it would have effectively put the growers back into the hands of the commission merchants and jobbers. The uncertainty of a disturbed market does more to slow sales than any other factor, and a regulated market moves more goods at reasonable prices with better returns to the grower in the long run. This is one of the main purposes of the Oregon-Washington Melon and Tomato marketing agreement.

In regard to the source of funds needed to pay for the hearings and for administering the act there is a slight discrepancy within the state's agricultural bulletins and the marketing agreement itself.

The Oregon Department of Agriculture Bulletin No. 36, page 11, issued sometime late in 1934 or early 1935, states: "No funds were made available for this purpose nor for the work done in this regard by the State Department of Agriculture. The cost thereof has not only been a strain upon the other funds of the Department of Agriculture but has made it impossible, in some instances, to conduct the proper amount of research and other work that should have been done."

But, in checking the M&T marketing agreement itself we find the following pertinent excerpts that explain the source of these funds. Article VI, section 4 reads:

Each handler shall pay its proper share of all monies required for administration and enforcement of this Agreement, according to the volume of its sales or consignments of melons or tomatoes. Such share shall be paid upon each crate, lug or box of melons or tomatoes, or any other quantity thereof, sold or consigned with the State of Oregon or Washington, by means of purchase from the Control Board and affixing to such crate, lug or box, or if the sale or consignment be in bulk, then to the sales or shipping document covering the same, and cancelling, a stamp or stamps in such amount as may be specified by the Control Board. It shall be the duty of the Control Board to provide proper and convenient means of sale and distribution of official stamps for such purpose. Different stamps shall be provided and used for tomatoes and melons and the proceeds thereof maintained in separate funds.

That seems plain enough! Under the same Article VI, Section 4, but not subsection (b) it continues with: "...provided, however that assessments required to be paid in this manner shall not during the year 1934 exceed 60% of the following amounts and thereafter per year shall not exceed the following amounts:

<u>Cantaloupes</u>	<u>Assessment</u>
Jumbo Crate	\$.25 per crate
Standard Crate	\$.25 " "
Size 16	\$.25 " "
Size 12 or larger	\$.25 " "

DISTRICTS FORMED FOR THE TOMATO-MELON MARKETING AGREEMENT IN OREGON AND WASHINGTON

Oregon

Irrigon District- Morrow County and that portion of Umatilla County West of Pendleton.

Milton-Freewater District- All that portion of Eastern Oregon except the Counties of Wasco, Hood River, Morrow, Sherman and that portion of Umatilla County lying west of Pendleton.

Wasco District- Wasco and Hood River Counties.

Multnomah District- Multnomah, Washing, Columbia and Clatsop Counties.

West Side Willamette Valley District- Yamhill, Polk and Benton Counties.

East Side Willamette Valley District- Clackamas, Marion, Linn and Lane Counties.

Southern District- Douglas, Jackson, Coos, Curry and Josephine Counties.

Washington

Western District- All of Washington West of the summit of the Cascade Mountains.

Clarkson District- Asotin, Garfield, Walla Walla and Columbia Counties.

Pasco-Kennewick District- Franklin and Benton Counties.

Klickitat-Mabton District- All of Klickitat County and that part of Yakima County East of Range 22 and South of Township 9.

Toppenish District- All that part of Yakima County South of Township 10.

Wapato District- All that part of Yakima County North of Township 10.

Spokane District- All of Washington lying east of the summit of the Cascade Mountains and not included in another District.

The number of representatives to be elected for each district within Oregon, and the "Inspector of the Election" were:

For the Wholesale dealers- one representative- A.E. Tully of Portland, OR., to be the inspector.

For the Wholesale peddlers- one representative- A.E. Tully of Portland, OR., to be the inspector.

For the Milton-Freewater District- one representative- W.C. Hopson, Milton, OR., to be the inspector.

For the Irrigon District- one representative- Garnet D. Best, Hermington, OR., to be the inspector.

For the Wasco District- one representative- W. Wray Lawrence, Dallas, OR., to be the inspector.

For the Multnomah District- one representative- A.E. Tully, Portland, OR., to be the inspector.

For the West Side Willamette Valley District- one representative- S.T. White of McMinnville, OR., to be the inspector.

For the East Side Willamette Valley District- one representative- J.W. Hansell of Salem, OR., to be the inspector.

For the Southern District- one representative- Roland Parker of Roseburg, OR., to be the inspector.

The number of representatives for the districts of Washington, are, at the moment, unknown, but I assume were the same as Oregon, i.e. one representative per district and one for the dealers and peddlers.



Pony Crate	\$.25 " "
Flat Crate	\$.12 1/4 per crate
Loose	\$10.00 per ton
	(Minimum, 12 1/2¢)

Casaba and Honey Dew Melons

Assessment

Standard Crate	\$.25 per crate
Loose	\$5.00 per ton
	(Minimum 12 1/2¢)
<u>Watermelons</u>	\$5.00 per ton
	(Minimum 12 1/2¢)

Tomatoes

Peach Crate (20 lbs)	\$.07 1/2 per crate
L.A. Lug	\$.10 per lug
Apple Box	\$.12 1/2 per box
In other containers or in bulk	\$.00 1/4 per pound
	(Minimum 7 1/2¢)

The above assessment was in the M&T marketing agreement but on July 13, 1934 the Oregon Department of Agriculture issued a statement saying the "Oregon-Washington Joint Control Board have issued an order establishing the following schedule for Stamp tax on cantaloupes and tomatoes:

Cantaloupes:

On Jumbo or standard package	\$.07
On flats	\$.03
Per ton	\$2.00
Other melons, includign water-melons, Per ton	\$2.00
Minimum tax for any small sale	\$.10

Tomatoes

Peach box	\$.03
L.A. Lug	\$.04 1/2
Apple box	\$.06

Any excess stamps held by handlers and monies needed by the Control Board beyond costs for administration purposes and refunds were to be cleared up shortly after the growing season. We find under Article VI, Section 4, item (c) which says; in part:

Within fifteen days after the end of the marketing season, but not later than November 1 as to melons and November 15 as to tomatoes, each handler shall. . . return to said Board for redemption at full face value all unused stamps. In the event that proceeds of sales of stamps during that season shall have exceeded the expenses of administration and enforcement of this Agreement( including an advertising fund of not to exceed three per centum (3%) of total gross receipts) and a reasonable reserve to cover expenses until the next season, the Control Board shall. . . distribute such balance among the handlers by paying to each handler such proportion of said balance as the amount of stamps used. . . for tomatoes bears to the total unredeemed sales of

stamps for that commodity, and as the amount of stamps used for melons bears to the total unredeemed sales of stamps for melons; provided, however, that any handler previously found guilty by the Control Board of violation of this Agreement

. . . or who has exceeded his production quota. . . for that season, shall thereby lose his rights to such refund, and one amount shall thereby be distributed among the other handlers, as liquidated damages therefor.

As established by the two agreements, stamps were issued and used. But under what, or whose, authority they were printed and distributed is uncertain. The first and only mention I have of them is the citations above.

1934-1935. Green, rouletted 9.

- MT 1 3¢
  - a. imperforate (appears both with and without gum)
  - b. black, rouletted 9 1/2
- MT 2 4 1/2¢
  - a. imperforate (appears with and without gum)
  - b. hyphen hole rouletted 6 1/2
  - c. green, rouletted 9 1/2
- MT 3 6¢
  - a. imperforate (appears with and without gum)
- MT 4 7¢
  - a. imperforate (appears with and without gum)
  - b. hyphen hole rouletted 6 1/2
  - c. printed on gummed side, imperforate
- MT 5 25¢
  - a. imperforate (appears with and without gum)
- MT 6 50¢
  - a. imperforate (appears with and without gum)
- MT 7 \$1
  - a. small "\$" sign
- MT 8 \$2
  - a. black, rouletted 9 1/2
  - b. double impression
  - c. printed on gummed side, imperforate
  - d. small "\$" sign



It is unclear at this time if the rouletted 9 1/2 was a printer's experiment in perforations or a new printing. Charles Hermann wrote on January 23, 1975 saying all his used copies were rouletted 9 1/2 and he considered them the first printing since they were the only ones he had seen. On the other hand, I have other indications that point to the rouletted 6 1/2 as being the second printing

I have not attempted to price these items which is beyond the scope of this article. There was a priced list printed in the June, 1949 issue of The American Revenuer but after a lapse of 32 years it cannot be relied upon. The 6¢ is undoubtedly the scarcest of the regularly issued items. Charles Hermann stated he had seen this value only as an imperforate block.

Though some of the stamps are presently unknown in cancelled condition, those that have been seen by collectors were cancelled in the period from early July to late September, 1934. The means of cancellation seems to have been, at least on the crates and/or boxes, with a pen or pencil. Dr. William R. Halliday of Seattle, Washington wrote me that "the 3¢ is the only one I ever saw in use, on fruit crates, in 1934. I recall these as pen- or pencil-cancelled."

The printer of the M&T stamps is unknown, but because the Control Board regularly met in Portland, the printer also may have been there, close to the Board and its needs. Too, we do not know the quantity of sheets printed during the 20-month life of this agreement. In all probability the stamps were printed on a consignment basis so the printer received payment for his endeavor as long as the dollars rolled in.

When the contract petered out the printer was in all likelihood stuck with several hundred useless stamps and no way of collecting his expenditures. Under those circumstances he was probably tickled by an offer from a Yamhill Street stamp dealer for his remainders.

Charles H. Hermann learned of the remainders through a fellow collector who had been transferred by the forestry service from Los Angeles to Portland. As time passed Hermann's friend wrote about the Yamhill dealer, offering Melon and Tomato stamps in blocks and sheets, and bought what Mr. Hermann wanted. Charles, ever since, has been credited with being the "finder" of all these stamps.

When a well-known California dealer in state revenues saw what Charles had he went north and bought the balance of the dealer's holdings. This stock consisted of finished and unfinished sheets and blocks, imperforates with and without gum, some hyphen-hole perforated 6 1/2, black rouletted 9 1/2, etc. Bear in mind that a 'hyphen hole' and a 'slot hole' perforation are the same. Many older collectors still call them slot perfs. Most of this material is printer's waste though it is often listed (as I have done here) in various catalogs.

The sheets were printed in seven stamps in each of four vertical rows (4 x 7, for a total of 28 stamps), imperforate on the two outer edges and bottom, with an 8/10 mm. clear selvage at the top. Through the selvage are three pairs of staple holes which is obviously what Hermann referred to as "booklet panes". Apparently numerous sheets were stapled together in pads or booklets of finished sheets. This would be logical since pads of sheets would be easier to handle than single loose sheets.

I have heard of one study made for a college thesis plus an early in-depth article, but have been unable to locate either. The first was mentioned by Mack Matesen in an October 13, 1975 letter, as possibly being done in the Law Department of the University of Washington in regard to a legal question, but he was uncertain of this since he heard of this tidbit many years before in an off-hand conversation. The University wrote in answer to my inquiry: "We have checked our catalogue and are unable to find anything. . . ." Dr. W.R. Halliday wrote he had received a nice xerox copy of an article from the Encyclopedia Britannica, "describing the legislation and the interstate commission which issued them. In later years I circulated this xerox among state revenue collectors and some where along the line it disappeared."

Terence Hines, while attending the University of Oregon, checked their extensive library for information in regard to these stamps. He checked the index to the Oregonian and the Oregon Historical Quarterly "for anything on Oregon revenue stamps of any sort". With both these sources Terry drew a blank. Was this marketing agreement so unimportant as to be non-newsworthy? Is this the first lengthy article done on them? Though hard to believe, there may be some truth in these questions.



## Cauliflower Marketing Agreement

This agreement must have been one of the last ones to be formed and, like the M&T, information is also very scarce. One source even suggests that none were ever issued.

Relying on one's memory after a long absence can prove difficult. In reply to my inquiry to the Oregon Department of Agriculture about the Cauliflower marketing agreement I was informed that:

I have searched our files and found nothing on these commodities. I also contacted one of our retired employees whose service with the division that would have handled such matters dated back to 1934. He knew nothing about it and said he doubted there was any. He, in fact, said there would have been no reason for one on cauliflower since it was a very minor commodity at that time.

Shortly after the above was received I was supplied the following from another section of the Oregon Department of Agriculture. This article appeared in 1935 as a Department press release and reads as follows:

The Marketing Agreement for the cauliflower industry seeks, in the interest of producer, processor and consumer alike, to stabilize prices on the basis of a fair return after the costs of production have been met. The Control Board is authorized to differentiate prices to be paid to producers, point-of-origin dealers, wholesalers, dealers, and processors.

The Agreement provides for the regulation, limiting or prohibiting the marketing of any grade, size, or variety of cauliflower in the interest of the industry; establishes a standard container; requires a certificate of inspection, and forbids the marketing of culls except for processing purposes. It also bans the payments of unearned discounts, rebates and refunds.

Production control and a promotional campaign are among the features designed to raise the standards and establish larger markets for Oregon cauliflower.

It is quite possible there was no need for a cauliflower marketing agreement because it was a "minor commodity at that time." But it was formed, proven by the above press release and four other official documents I have located.

To cover the crop maturing between December 15 and May 1 the marketing agreement had been formally approved by the growers and handlers of the cauliflower grown within the boundaries of Oregon by January 8, 1935.

On January 8th Max Gehler sent out a "Notice of Election" to those interested in "electing eleven grower members and two handler members of the control board." The election was to be held in the Roseburg City Hall on January 12, 1935 at 2:00 p.m. Those growers in attendance were to elect their representatives by a majority vote, with the handlers doing the same. This election was called pursuant to Article III, Section 1, paragraph (a) of the agreement.

It is obvious those interested in forming this marketing agreement let no grass grow under their feet. It took only 17 days from the Notice of Hearing to the January 12, 1935 election. For whatever reason for the speed things had to be fairly well cut and dried for government/civilian business to be conducted as such a rapid pace.

The election was held as scheduled with 54 votes cast. The results appear below, showing the districts, the number of representatives authorized for representation and names of those elected by the attending growers and handlers. The inspector of this election was J. Rolland Parker of Roseburg .

<u>Name of District</u>	<u>Number</u>	<u>Name of those elected</u>
Garden Valley	2	Harding Knapp Adam Schneider
Roseburg & Edenbower	1	Foster Butner
Dillard	1	Fred Burks
Riddle	1	C.E. Osborne
Melrose	1	T.B. Busenbark
Myrtle Creek	1	O.E. Weeks
Dixonville	1	H.E. Kruse
Winstons	2	M.B. Green Ivan Brosi
Canyonville	1	Guy McGee
Handler Members	2	J.B. Naumes Fred Hamilton

These men were to serve for one year at which time new members were to be selected. If a member was found to be in violation of either the State or National Act, or of the cauliflower agreement, he could be removed by either three-fourths of the members or by the Director of the State Department of Agriculture. Also, a member could be removed by the Director of the Department of Agriculture "at any time with or without cause."

The nine-page agreement, plus four pages of addendum and corrections, was basically the same as the Melon and Tomato marketing agreement. It was to be in effect for one year, at which time the growers and handlers would meet to vote on its extension or on its nullification.

The expenses involved weren't tremendous but still high enough that the necessary money was raised from assessments from the growers and handlers--a self-imposed charge most gladly paid to get higher prices for the fruits of their labor. Some of the costs, limited to 5% of the gross receipts, was earmarked for a campaign to stimulate consumption of cauliflower.

Members of the Control Board served without salaries except that each member of the Executive Committee could receive \$5.00 per day in performance of his duties, in addition to any expenses. However, no one could draw over \$40 per month in such activity. The Board could institute legal proceedings when necessary. A trust fund, or funds, could be set up if deemed proper.

Under Article VIII, Section 3(g) we are told "the books and records of the Control Board shall be audited at least annually by a certified public accountant selected by the Director." During June, 1935 an audit was being made by the state auditing department of the records of each

marketing agreement within Oregon as provided for in Chapter 250, Oregon Laws, 1935. This audit also included within the cauliflower marketing agreement as cited above, but no mention was made within the Melon and Tomato marketing agreement or the Agriculture Adjustment Act. Without further study it is uncertain why (1) there would have to be another law enacted in regard to an audit, and (2) why any audit needed to be held, by law, as no funds were either originally or later put forth by the state for the operation of any agreement. Besides, the state was not running the show. The growers were running it so why should the state audit the growers' marketing agreements?

It is under Section 3(a) of Article VIII of the cauliflower marketing agreement that we find mention of assessments and for the proper use of stamps. These portions of the agreement read as follows:

No person covered by this Agreement shall sell, consign, purchase or handle within the State of Oregon, or deliver or accept for delivery, of any cauliflower unless there first shall have been affixed to each crate or other container thereof, or if the cauliflower be in bulk then to the sales or shipping document covering the same, and cancelled, such stamp or stamps as shall be required by the Control Board.

. . . each grower and handler shall pay his proper share of all monies required for the administration and enforcement of this Agreement, according to the volume of his sales or consignments of cauliflower. Such shares shall be paid upon each crate or other quantity of cauliflower sold or consigned within the State of Oregon by means of purchase from the Control Board and affixing to each crate or other container, or if the sale or consignment be in bulk, then to the sales or shipping document covering the same, and cancelling, a stamp or stamps in such amount as shall be specified by the Control Board. It shall be the duty of the Control Board to provide proper and convenient means of sale and distribution of official stamps for this purpose.

. . . assessments required to be paid. . . shall not during any one marketing season exceed the sum of ten cents (10¢) per standard crate, or an equivalent amount for any other quantity.

Charles Hermann said that among the numerous stamps had had gotten from the Yamhill Street dealer appeared many cauliflower stamps "in finished sheets of 10, rouletted, as well as unfinished imperforate sheets." Those not obtained by Charles were bought up by the California revenue dealer. At the moment there is no way of knowing the amount of material purchased on his trip to Portland.

One other bit of information Charles was furnished was in regard to the small printer's union imprint found on each stamp in the lower left corner below the stamps's design. The number "56" to the right of the Typographical Union bug is Local 56. This could very well be a clue to where the printing took place.

The size of the sheet may have been 10 as Charles wrote, but the arrangement of the sheets will have to remain a mystery until a full sheet can be located.





As both this agreement and that for the melon and tomatoes mentions "stamps" within the agreements themselves we have, I believe, two possibilities as to when they were printed. Either they were already printed or were ready to be submitted to the printer at the time the agreements were approved. As the agreements were to go into immediate effect, I would be inclined to opt for the former. As there is no indication that any later, or new, stamps were issued, we are dealing with one basic set of stamps for each of the marketing agreements.

All this seems concise enough, but from reading it one can come up with many questions. How were the stamps cancelled (the same was as the M&Ts were or differently)? Were they available only through a central office or through the area inspectors? Were they distributed loose to the growers/handlers as single sheets or in pads?

Until more official state documents become available for inspection or until the Control Board's records and files become available, these questions shall remain unanswered.

#### Conclusion

The melon and tomato marketing agreement was evidently quite successful. During the 1934 season there were 1,382,690 containers of melons and tomatoes sold in Oregon and Washington; an area extending from the Canadian border to the California line.

Due to an unfavorable decision by the United State Supreme Court on the National Lumberman's code in early 1935, there was considerable confusion for a time in Oregon concerning the continuance and enforcement of the state marketing agreements. Those opposing any marketing agreements were quick to seize the opportunity to discredit them and several cases of violations found their way into the courts. Upon advice of the attorney general that the state marketing agreements were enforceable until declared unconstitutional by the state supreme court, the agriculture department continued backing their enforcement.

As the provisions of the 1934 melon and tomato marketing agreement were to expire June 16, 1935, the growers early in the year were asked to vote for or against the agreement's continuance for another two years. Eighty percent voted "yes" and these growers represented 86% of the acres involved in the vote. The larger financial returns received by the growers in 1934--said to be approximately \$1,000,000.00--was the determining factor in this heavy majority.

The Oregon AAA's demonstrated benefits to both public and producers was reaffirmed in mid-1935 when the state legislature, by an unanimous vote, confirmed and reapproved the state's Agriculture Adjustment Act and the ensuing market agreements, as Chapter 65 of the Oregon Laws, 1935 Special Session. Obviously the politicians, as well as the farmers, were behind the Act.

But the death knell of all agricultural codes and agreements in Oregon was sounded by the State Supreme Court in May, 1935. The Court declared the Oregon AAA unconstitutional effective October 1, 1935. Solon T. White, director of agriculture, in the published statement declared all marketing agreements to be void as of that date. The Supreme Court was very kind to the various agricultural groups in delaying their decisions until the fall as it gave most of the growers a chance to market their 1935 crops under the agreements which brought them higher income.

There is some confusion in my mind why the state Supreme Court would thus declare the Oregon AAA unconstitutional. True, many of the federal sponsored marketing agreements were failing, but the U.S. Supreme Court had not yet declared the federal AAA illegal.

The federal marketing agreements had been in trouble since the end of 1933 with the AAA officials calling it quits in the area of dairy agreements. This throwing up of collective hands in the dairying agreements was due to the failure to control the supply of milk which, in turn, led to the accumulation of large stocks of butter. As butter prices fell, so did milk prices forcing producers to sell their milk at cut-rate prices. In December it was announced that the Chicago Dairy Agreement had been cancelled and on January 8, 1934 all dairy agreements were terminated as of February 1. The wheat, fruit and cotton agreements remained in effect, however.

But on January 6, 1936 the U.S. Supreme Court handed down a decision holding that the major features of the federal AAA were unconstitutional. Specifically, the Court declared that processing taxes were invalid since their purpose was to effectuate a scheme for the control of agricultural production by the federal government. This, the Court held, was a right of the states and not a federal matter as outlined in the Constitution.

Although the federal government enacted the Farm Act of 1936 as a replacement for the AAA, nothing has been found to indicate Oregon ever replaced their "Little New Deal" with a new law.

One source lamented the passing of the marketing agreements saying "the workability and success of Marketing Agreements have been demonstrated during the last 18 months. It is evident that this method of regulating, in the public interest, the orderly marketing of agricultural products can be and is of great benefit to the agricultural industries and to the consuming public as well."

#### Afterthoughts

I believe this study has answered most of the questions I posed in my 1975 State Revenue Newsletter article. But it seems I have raised further questions in the process.

One area of confusion that is paramount for further study is in the chronological order of the Oregon and federal actions in the 1935-1936 period. What I have cited as dates and actions have repeatedly appeared in my sources, but they seem to conflict. Why for instance is the Oregon legislature reapproving the Oregon AAA in mid-1935 when the state Supreme Court is declaring it unconstitutional in May of the same year?

I have located eleven Oregon Department of Agriculture documents within the state archives at Salem and there must be others still in existence. The archives claims they do not have either of the Control Board's minutes or directives; so where can they be found?

Another prime source of information could be in the memories of those who participated in these events. But after a 45 year lapse in time I have doubts of many of these gentlemen are still alive. Did they leave anything written for posterity?

Irregardless of the above deficiencies I hope that I have answered some of the questions posed both by stamp collectors and historians. There is also the hope and wish that some reader will come forward with additional information.

Its a shame Charles Hermann did not live long enough to see this article. As he said in regard to my 1975 piece: "I would like to see answers to your several questions".

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If you want to know more about the Roosevelt administration's agricultural policy and the farm problem consult Theodore Saloutos, The American Farmer and the New Deal (Ames, Iowa: 1982) which emphasizes the political-social area and Harold Barger and Hans H. Landsberg, American Agriculture, 1899-1939: A Study in Output, Employment and Productivity (New York: 1942) which is heavily statistical.

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#### NEBRASKA ISSUES FIRST TROUT STAMP

Member Amos Henely has provided information about Nebraska's first Trout stamp. Required of all anglers over 16 taking trout the stamp features a rainbow Trout. Cost is \$5.00 and is available from Nebraskaland, c/o Nebraska Game and Parks Commission, PO Box 30370, Lincoln, NE 68503.

Proceeds from the sale of the new Trout stamps will be channelled to continue operation of the Crawford Fish Hatchery. Previously run by the Fish and Wildlife Service of the U.S. Department of the Interior, the hatchery is scheduled for transfer to the Nebraska Game and Parks Commission. The brown, brook and rainbow trout raised at the hatchery will be stocked in Nebraska lakes and streams. With changes planned by the State the hatchery will provide about 200,000 6 to 9 inch trout annually as well as maintain a sufficient brood stock to insure a sufficient supply of eggs. Some eggs will be provided to other state and Federal hatcheries.

This stamp will be the first fishing stamp required by the state since recreational licenses were first issued in 1901.

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# The State Revenue Newsletter

The Official Organ of the State Revenue Society

The STATE REVENUE NEWSLETTER is published bimonthly as the official organ of the State Revenue Society. Information on membership may be obtained from the Membership Chairman. Dues are \$4.00 per year.

Articles, information on new issues and news of interest to the Society's membership are solicited. Send such items or other editorial correspondence to the Editor.

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## SECRETARY'S REPORT

### New Members:

#695 Scott Hevault  
22 Denmark Street  
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Interests: all, especially  
New England (2 & 3). Pro-  
posed by Terence Hines.

\$706 D. Sher  
2837 Minto Drive, Apt. 2  
Cincinnati, OH 45208

Interests: Ohio. Response  
to American Revenuer.

#707 James Butterbaugh  
2604 Mary Elen N.E.  
Albuquerque, NM 87112

Interests: US & State Rev-  
enue Documents (2 & 3)

#708 John T. Baker  
PO Box 464  
Lansing, IL 60438

Interests: Indiana (2 & 3).  
Proposed by Terence Hines.

#709 Peter M. Wilcox  
17181 Ash Street, Apt. B  
Huntington Beach, CA 92647

Interests: General (2 & 3).  
Response to Linn's.

#710 Richard E. Scott, Jr.  
1207 Corbett Lane  
Orlando, FL 32806

Interests: Florida Revenues  
(3). Proposed by S. Ries-  
enfeld.

#711 Bernard R. Glennon  
5220 S. Glennon Drive  
Whittier, CA 90601

Interests: All States, all  
Revenues (2 & 3). Re-  
sponse to American Revenuer.

#712 Bernard Gellerman  
Apt. 550  
115 Old Short Hills Road  
West Orange, NJ 07052

Interests: Ducks (2 & 3).  
Proposed by Terence Hines

#713 Joseph F. Torzok  
4348 Oregon Street  
Perry, Ohio 44081

Interests: Ducks. Proposed  
by G. Morton

#714 Thomas R. Hale  
PO Box 71  
Morristown, NY 13664

Proposed by Peter Pierce

### Reinstatements:

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#638 Rich Miero  
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Northfield, IL 60093

#646 Robert L. Cates  
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East Berne, NY 12059

Address Change/Correction:

#176 Robert E. Campbell  
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Albany, Oregon 97321

#341 Peter Pierce  
Apt. 27  
15 Willis Street  
Framingham, MA 01701

#474 Edwin R. Dobbins  
5621-3 Woodshire Drive  
Fort Wayne, IN 46815

#491 Michael Lascarides  
118 Hillside Avenue  
Millville, NJ 08332

NDP National Philatelic Society  
#577 27 King Street  
Covent Garden  
London, England WC2E 8JD

#651 Gene Cote  
10 View Street  
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Thanks for the donation by Terence  
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REVENUE PUBLICATIONS AVAILABLE FROM THE SRS

1. Kenyon- "Documentary State Revenue Stamps of the US". Bound photocopy of this rare 1920 work. \$20.00.
2. Charles Hermann- "State Tax Notes". Complete bound set of photocopies of Hermann's column which appeared from 1942-1957 in Weekley Philatelic Gossip, with index. \$25.00

Send orders to: Terence Hines, Psychology Department, Pace University, Pleasantville, NY 10570. Make checks payable to "State Revenue Society".

# CLASSIFIED ADVERTISING

ADVERTISING: MINIMUM of \$1.00 for insertion up to and including 25 words. Five cents (5¢) for each additional word over 25. Name and return address no charge. 3 insertions for the price of 2, 5 for the price of 3. Short ads offering material for trade accepted FREE FOR ONE TIME ONLY. Send payment and copy to Harold A. Effner, Jr., Secretary-Treasurer, 425 Sylvania Avenue, Avon-by-the-Sea, NJ 07717

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SRS LIBRARY TO SELL RUN OF THE AMERICAN REVENUER

. Among the holdings of the SRS Library is an almost complete run of The American Revenuer from 1965 to date. Articles pertaining to state and/or local revenues from this run have been photocopied and placed in the Library. In order to conserve space, the actual copies of The American Revenuer are being offered to SRS members at \$1 per copy or \$10 for a complete year. A complete listing of available issues appears below. Orders should be addressed to Terence Hines, Psychology Department, Pace University, Pleasantville, NY 10570. Checks should be made payable to the State Revenue Society.

1965: Jan.-April, Sept.-Dec. (Whole #s 171-174, 177-180)  
1966: all (181-190)  
1967: all (191-200)  
1968: March-Dec. (203-210)  
1969: all (211-220)  
1970: Jan., March-Dec. (221, 223-230)  
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1974: all (261-270)  
1975: all (271-280)  
1976: Jan.-April, June-Dec. (281-284, 286-290)  
1977: all (291-300)  
1978: all (301-310)  
1979: all (311-320)  
1980: all (321-330)  
1981: all (331-340)  
1982: all (341-350)

Plans are underway to assemble a complete file of all articles from The American Revenuer dealing with state and local stamps and to have this file available to members through the SRS Library. An index will be published in a later issue of the NEWSLETTER.

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