

HISTORY
OF THE
OKLAHOMA COTTON COOPERATIVE ASSOCIATION

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CHAPTER I.

INTRODUCTION

A. BACKGROUND AND ORIGIN OF THE ASSOCIATION

The desirability of marketing agricultural products cooperatively is constantly becoming more evident. Manufacturers, wholesalers, retailers, and even consumers of farm products have banded themselves together for more effective bartering power. Farmers, probably because of their independent nature, have been slower than any other large group in pooling their efforts to attain economic advantages which result from buying and selling cooperatively.

Agricultural products have been marketed cooperatively, to a limited degree, for almost a century and a half in the United States.¹ Mention is made in nineteenth century agricultural history of a cooperative cheese factory which was operating as early as 1810.² Cooperative marketing grain elevators began to appear around the middle of the nineteenth century, and by 1870 the movement for the cooperative marketing of agricultural products became wide spread.³

The prevailing type of cooperative marketing Association organized up to about 1920 was the local or community enterprise.⁴ In the early 1920's, large-scale, centralized Associations began to appear.

The first organization formed for the purpose of marketing cotton

¹ W. W. Fetrow, "Cooperative Marketing of Agricultural Products", Farm Credit Administration Bulletin No. 3, (1936), p. 1.

² Ibid., p. 1.

³ Ibid., p. 1.

⁴ Ibid., p. 1.

cooperatively was the Farmers' Alliance formed in Lampasas County, Texas, in 1874.⁵

Cotton was produced in the area which is now Oklahoma as early as 1850 by the Choctaw Indians.⁶ Cotton acreage increased very rapidly in the State during the last quarter of the nineteenth century and the first quarter of the twentieth century. In 1925 the State reached its peak acreage: 5,214,000 acres.⁷ During the ten year period 1924-1933, only three states had a higher average cotton acreage than Oklahoma.⁸ Oklahoma was second only to Texas in average cotton acreage during the seven year period 1924-1930.⁹ The states largest crop, 1,760,644 bales, was produced in 1926.¹⁰

During the four year period 1921-1924, fifteen large scale cotton cooperative marketing associations were formed in the states of Oklahoma, Arizona, Texas, North Carolina, South Carolina, Georgia, Alabama, Louisiana, Tennessee, Missouri, Illinois, Mississippi, and Arkansas.¹¹ The first of these large-scale cotton cooperative marketing associations to be organized was the Oklahoma Cotton Growers' Association.¹²

⁵ Herrman and Gardner, "Early Developments in Cooperative Cotton Marketing", Farm Credit Administration Circular No. 101, (1936).

⁶ Ballinger and Soxman, "Some Economic Problems of Cotton Gins in Oklahoma", Oklahoma Bulletin No. 231, (1936), p. 3.

⁷ Ibid., p. 3.

⁸ Ibid., p. 3.

⁹ Ibid., p. 3.

¹⁰ Ibid., p. 3.

¹¹ W. W. Fetrow, "Cooperative Marketing of Agricultural Products", Farm Credit Administration Bulletin No. 3, (1936), p. 8.

¹² Ibid., p. 9.

The cotton producers situation in Oklahoma in 1921 is well summed up by the following excerpt taken from the April 15, 1946, issue of "The Oklahoma Cotton Grower".¹³

The farm picture in Oklahoma was pretty well unorganized and uncoordinated. Cotton producers wondered from year to year what their fate would be. Unsure of prices, unsure of markets, unsure of crop methods...they lived in a period of gravest uncertainties. Still a part of the great cotton belt of the south...cotton in Oklahoma was neither fish, fowl nor beast."

The producer took his cotton to town and offered it for sale. Cotton buyers, who were by no means experts in the science of classing cotton, but, even so, were better informed than the producers themselves, thronged the streets eager to take advantage of the producers lack of knowledge of the real value of his product. The cotton producer was much in the same position as the Oklahoma Indian had been a few years previous when he, not knowing the real value of his land and livestock, had exchanged his possessions for beads and trinkets.

In 1919 a South-wide Association of cotton farmers, bankers, merchants, and others interested in improving Southern agriculture was formed.¹⁴ The association was called the American Cotton Association and its purpose was to assist cotton growers in marketing their cotton by opening up new markets, and by collecting and dispensing current information on market trends and crop reports in both foreign and domestic fields.

The American Cotton Association held its first annual meeting in Montgomery, Alabama, April 13-14, 1920. Delegates from every cotton

¹³ The official publication of the Oklahoma Cotton Cooperative Association.

¹⁴ Herrman and Gardner, "Early Developments in Cooperative Cotton Marketing", Farm Credit Administration Circular No. 101, (1936), p. 24.

growing state were present at this meeting.¹⁵ The Montgomery Convention encouraged the forming of state and regional cotton cooperative marketing Associations.

The delegation from Oklahoma returned from the convention full of enthusiasm for a State-wide organization.¹⁶ A special meeting was called in Oklahoma City, May 10-11, 1920. Delegates from twenty cotton-producing counties attended the meeting and discussed plans for marketing Oklahoma cotton cooperatively.¹⁷ A committee of six was appointed to work out tentative plans for a State-wide cooperative marketing association. The next meeting was called, June 10, 1920, at which delegates from 32 counties approved the organizational plans submitted and pledged their full support to the proposed organization.

At this second meeting an organization committee was appointed to complete the plans and take the necessary legal measures to bring the association into existence. The members of the organization committee were as follows:¹⁸

George Bishop, Farmer, Cordell
 Walter Colbert, Farmer, Ardmore
 E. C. Dustin, Secretary Oklahoma State Marketing
 Commission, Oklahoma City
 H. P. Ellis, Banker, Chickasha
 Newt Graham, Banker, Tulsa
 E. P. Gum, Secretary Oklahoma Bankers Association,
 Oklahoma City
 C. C. King, Farmer, Master Oklahoma State Grange,
 Banner
 E. C. Robinson, Farmer, Olustee

¹² 15 Ibid., p. 24.

¹³ 16 Ibid., p. 28.

¹⁴ 17 Ibid., p. 29.

¹⁸ "The Oklahoma Cotton Grower" (January 25, 1921).

R. Ben Popejay, Banker, Anadarko
 G. C. Robertson, Banker, Lawton
 J. A. Simpson, Farmer, President State Farmers'
 Union, Weatherford
 J. A. Whitehurst, President Oklahoma State Board
 of Agriculture, Oklahoma City
 Carl Williams, Editor Oklahoma Farmer Stockman,
 Oklahoma City
 J. A. Wilson, Director Extension Division, Oklahoma
 A&M College, Stillwater
 Aaron Shapiro, Advisor

The executive body of the organization committee consisted of:

Carl Williams, Chairman
 H. P. Ellis
 Newt Graham
 Walter Colbert
 George Bishop

Aaron Shapiro who had helped organize the California Fruit Growers' Association was called in as advisor. An educational program was begun to acquaint cotton growers with the proposed program. The aid of the Extension Division of the Oklahoma Agricultural and Mechanical College, the Farmers Union, the Grange, the Agricultural Press, and the Oklahoma Bankers Association was enlisted.¹⁹

Illustration No. 1, taken from the first issue of the "Oklahoma Cotton Grower", depicts the cotton growers plight in 1921 and the plan for combating high marketing costs through cooperative marketing.

By the time the twenty-year charter was granted, April 5, 1921, the signatures of 35,000 cotton producers had been obtained to 7-year marketing agreement contracts.

The association was publicized principally through its semi-monthly paper, "The Oklahoma Cotton Grower," which was published by the organization committee even before the charter was granted to the association.

Securing funds to finance the 1921 crop was one of the greatest

¹⁹ Herrman and Gardner, op. cit., p. 29.

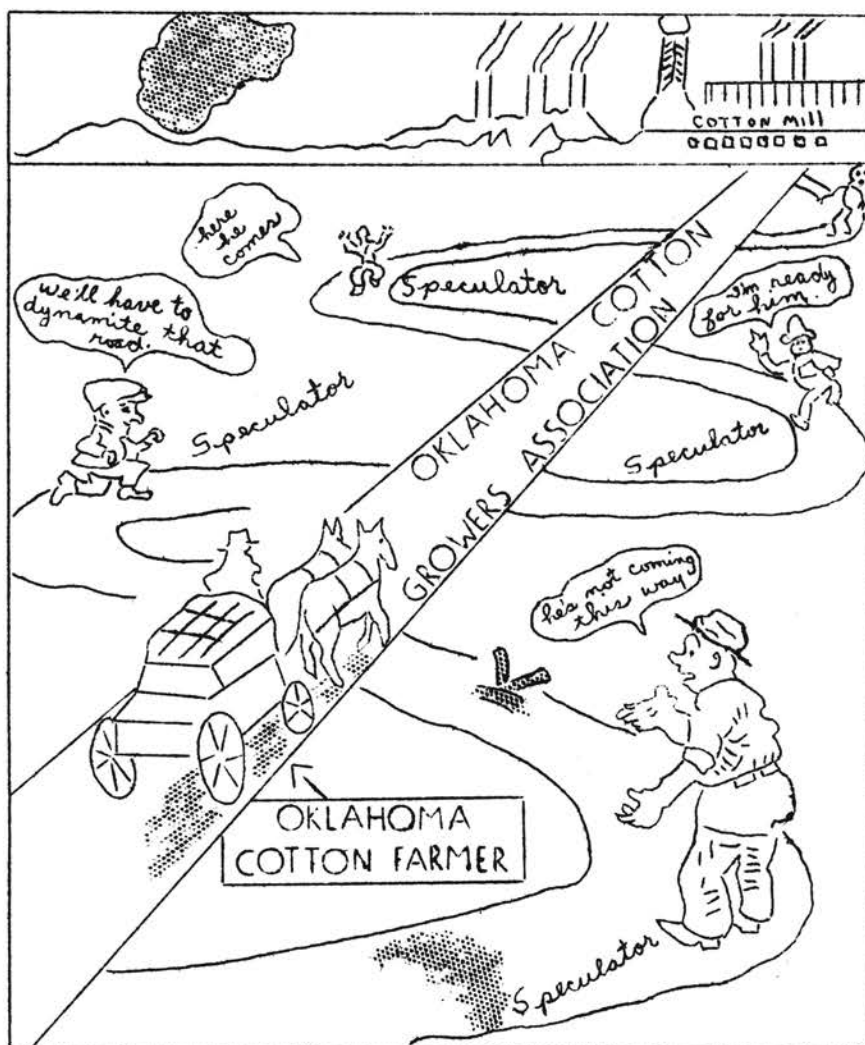


ILLUSTRATION NO. 1
Defeating Speculators through Cooperative Marketing

problems faced by the infant association. In the summer of 1921 largely through the efforts of Carl Williams, then editor of the "Oklahoma Farmer Stockman," and Aaron Shapiro, general counsel for the association, a loan of \$6,000,000.00 was secured from the War Finance Cooperation and another loan of \$1,000,000.00 from New York Banks. These sums together with a \$1,000,000.00 loan from the Oklahoma City Clearing House Association gave the Association \$8,000,000.00 with which to start its first season.

In 1921, and up to 1923, a membership fee of \$10.00 was charged, the proceeds being used to construct the present home office building.

As soon as the association received its charter, arrangements were made with banks in all cotton producing communities to handle payments to be made to the members. Following is a letter, which appeared in the September 5, 1921 issue of "The Oklahoma Cotton Grower," from the Association to the state bankers:

A LETTER TO THE BANKS

Also of Interest to Members

To the Banker Addressed:--

THIS LETTER SHOULD BE KEPT IN YOUR PERMANENT FILES.

The cotton belonging to the members of the Oklahoma Cotton Growers Association being prepared for shipment to the Association is covered by insurance from the moment it drops from the gin box for the benefit of whom it may concern. This insurance covers without you or the member giving any attention to it whatever.

For your services in checking over the information sheets and seeing that everything is in proper form and in lieu of exchange, we are authorizing you to charge us 25¢ a hundred on the amount of the drafts which you handle on us. Please be careful to see that we have full information, and particularly about the mortgages, and that the mortgagees, if there be one, signs the sheet and that the member always signs the statement on the back of the information sheet.

If there is a landlord and tenant interest, with a mortgage only on one part, then see that the name of the mortgagor is shown in the second bank space under the

mortgage information. If the other interest is not mortgaged, so state; and if there is no mortgage on any part of the cotton, see that this is stated on the sheet.

Please see that bills of lading are made out on shippers order from and properly endorsed, then attach them to the combination draft and information sheet and do not DETACH the information part of the draft, then send the draft to your regular correspondent here in Oklahoma City. Do not draw on us with yard tickets attached, nor unless you are reasonably well satisfied that the information sheet and bills of lading are in proper form. Understand, we are not holding you responsible for any of this, but you know that we cannot borrow money, except on regular paper.

We wish to do business through the established channels as far as possible and will be glad to borrow this advance money from any of the banks in the State, with the cotton as security, with, of course, the understanding that unless the bank is located in a compress town that the tickets will have to be left with the correspondent of that bank in Oklahoma City. In addition to this, we will, when surplus funds have accumulated pending distribution to the members, carry on approximately proportionate amount of these funds with the bank that has assisted in the financing. These funds advanced by the bank will either be secured by our note, with cotton papers attached, or on bills of exchange with the papers held, as you may wish.

As soon as the sample is received in our office, we will grade and class it and then mail the owner, or if there is a mortgage, the mortgagee, our receipt showing that we have this particular bale, its weight, grade and class, where it is located, name of the owner, the mortgage information, the amount of money that has been advanced on it, together with our pledge to handle the cotton under our marketing contract and to pay the net proceeds to the owner or the mortgagee, as their interests appear.

Assuring you of our appreciation of the co-operation received from the Bankers of the State and asking you to call us, at our expense, for any special information, we are,

Very truly yours,
OKLAHOMA COTTON GROWERS ASSOCIATION
C. L. STEALEY, Secretary

Even though cooperative marketing had not been tried in Oklahoma prior to 1921, many cotton producers were eager to take advantage of the association. From the beginning, the association endeavored to keep its members informed as to the services offered by the association, and the procedure employed in taking advantage of these services. Clear,

concise, detailed instructions were furnished members and producers who were interested in becoming affiliated with the association.

What to Do and How to Do It²⁰

- 1--Take your cotton to the nearest railroad point from which it can be shipped directly to a compress.
- 2--See the agent for the members or the banker at that point and get from him the numbered tag which must be attached to your bale of cotton. Fill in your name, membership certificate number and postoffice address, the name of the town from which the cotton is shipped and the compress point to which it is consigned as shown in illustration of the tag in another place in this issue of the Cotton Grower.
Get one tag for each bale you have to ship. The number on each tag is the number by which the particular bale to which it is attached will always thereafter be known.
Do not fail to attach this tag.
- 3--At the railroad station get an "Order Bill of Lading" and bill the cotton to the order of the Oklahoma Cotton Growers Association, care the compress at the nearest open compress point.
- 4--Endorse the bill of lading which the railroad agent gives you and take it to the bank with which you are accustomed to do business.
- 5--Ask the banker for the Special Draft and Information Sheet, which is illustrated in another place in this issue. The banker will then fill out the draft in the amount of the advance to be made on your cotton. How the amount of this advance is determined is explained elsewhere. The draft must be signed by you.
- 6--Fill out carefully the blank lines on the information sheet, being sure to GIVE ALL INFORMATION REQUESTED. See detailed instructions given under the illustration of the draft in another place in this issue.
- 7--Do not fail to put down all Ownership Interests and ALL Mortgagees' Interests. If your cotton is NOT mortgaged, say so. It is not enough to simply leave those spaces blank. If there is no mortgage, or other lien write the words "Not Mortgaged" or "None" in the spaces under the heading "Mortgagees' Interests" at the bottom of the Information Sheet.
- 8--Sign the Agreement on the back of the Information Sheet. This Agreement should be signed by you as owner, and if there are other ownership interests, by other owners, whether the cotton is mortgaged or not. It will be much easier and more satisfactory for your Association

²⁰ Printed in "The Oklahoma Cotton Grower," (September 5, 1921).

to make remittance on the balance due you through the bank than to make it direct to you and any other owners there may be. Be sure to fill in the name of the bank through which later payments are to be made to you.

9--If your cotton is mortgaged, have the man or firm holding the mortgage sign on the blank lines at the bottom of the agreement. This is important.

10--After you have done the things outlined above in Nos. 1 to 9 inclusive, the bank will handle the draft as a cash item, paying you in cash, or crediting your account with the amount of the draft. This amount is 60 per cent of the value fixed on your cotton, or until further notice, 15 cents per pound. Sixty per cent of 15 cents is 9 cents per pound or \$45 on a 500-pound bale.

The association received its first bale of cotton at Terral, August 18, 1921. T. W. Lindsay of Fleetwood, Jefferson County, delivered the Association's first bale to the Rock Island Railroad at Terral, from where it was shipped upon the Association's order to the compress at Chickasha.

Mr. Lindsay received as an advance on his cotton 60 per cent²¹ of the estimated value at the date delivered as fixed by the Board of Directors of the Association. The estimated value was 13 cents per pound. The advance of 60 per cent was 7 8/10 cents per pound or \$39.00 on his 500 pound bale.

²¹ Much higher advances are now being made with the increased dependability of classing and the improved knowledge of market trends.

B. SUMMARY

Organizing the Oklahoma Cotton Growers' Association was quite an undertaking since it was the first of its kind in the state. It was necessary to do much of the planning on a theoretical basis rather than as a result of practical experience. With the exception of the advisor, Aaron Shapiro, none of the members of the organization committee had any technical knowledge as to the organization of a cooperative marketing association.

Those responsible for the organization of the Association could hardly have chosen a more appropriate time to launch their organizational campaign. The price of cotton dropped from 28 cents in 1920 to 15 cents in 1921. Cotton producers, disheartened by falling cotton prices, were eager to become a part of any movement which might serve to off-set or lessen the shock of falling prices.

In the summer of 1921 the infant association was well enough established so that it was able to borrow \$8,000,000.00. This amount, together with membership fees, put the association on its feet, and by 1925 fifty thousand of Oklahoma's cotton producers held membership in the association which pioneered the cooperative marketing movement in the state.

CHAPTER II.

ARTICLES OF INCORPORATION AND BY-LAWS¹

A. ARTICLES OF INCORPORATION

The Articles of Incorporation for The Oklahoma Cotton Growers' Association were drawn up by the temporary directors selected by the organization committee to manage the association until directors could be duly elected. The following listed men were members of the temporary Board of Directors selected by the organization committee.

Ben Crawford, Olustee
George Bishop, Cordell
Dave Nixon, Washita
R. C. Kennedy, Pauls Valley
Walter Colbert, Ardmore
W. J. Whitman, Goodwater
J. P. Conners, Canadian
P. W. Vaught, Holdenville
W. L. Briggs, Muskogee
A. G. Henson, McLeod
Carl Williams, Oklahoma City

The Oklahoma Cotton Growers' Association was granted a twenty year charter. In 1940, one year before the charter was to expire, the Board of Directors of the association drew up new Articles of Incorporation and applied for a new charter. Under this new charter the association was called The Oklahoma Cotton Cooperative Association.

The name Oklahoma Cotton Growers' Association was appropriated in 1921 when membership to the association was limited to persons, firms, or corporations engaged in the production of cotton. In 1940 the management of the association desired to extend membership privileges to any cooperative marketing association organized under the cooperative laws

¹ Unabridged copies of the Articles of Incorporation and By-Laws of both The Oklahoma Cotton Growers' Association and The Oklahoma Cotton Cooperative Association appear as Appendix A.

of the State of Oklahoma; therefore, the 1940 charter was applied for under a new name which would cover all membership.

The Articles of Incorporation of 1921 and those of 1940 were comparable, with a few exceptions. The 1921 articles specified that one of the requirements to be fulfilled for membership was the payment of a \$10.00 entrance fee. The 1940 articles make no mention of the amount of the entrance fee.

The articles drawn up in 1940 state that private property of the members shall not be subjected to the payment of debts of the association. The 1921 articles did not cover this point; however, such coverage was not necessary since no member of an incorporated organization is personally liable for the debts of the organization except for amounts due the organization and unpaid at time insolvency is declared.

The purpose of the association as stated in the 1921 articles is the performing of all functions relative to the marketing of cotton, while the purpose as stated by the 1940 articles is to perform any function relative to harvesting, processing, or marketing any agricultural product.

The 1940 articles provide that the association be managed by a board of not to exceed sixteen directors which members may be reduced to not less than five in the manner provided in the by-laws. The 1921 articles provided that there be eleven directors.

B. THE BY-LAWS

The By-Laws set up in 1940, conforming with the provisions of the Cooperative Marketing Association Act of the State of Oklahoma,² differ in several respects with the earlier By-Laws. Nineteen years of experience for the association was a great asset to the committee which drew up the 1940 By-Laws.

The By-Laws of 1921 provided that the board of eleven directors who were to control the operations of the association should be elected annually, while the 1940 by-laws stipulates that at the first election four directors should be elected to serve one year, three directors to serve two years, and three directors to serve three years. Then in the next and all subsequent election directors be elected for a period of three years. The second year that the association was in existence four directors would be elected the third year three directors would be elected, and the fourth year three would be elected. This sequence of four one year, three the next, and three the next would be maintained through the years, thus guaranteeing that when any new board convenes, at least six out of the eleven members have previously been members of the Board of Directors.

The original By-Laws provided that the President of the State Board of Agriculture nominate one director, the nomination being subject to the approval of the elective members of the board. This provision was repeated in the 1940 By-Laws but was amended March 27, 1945, to provide that this nomination be made by the chairman of the Board of Regents of the Oklahoma Agricultural and Mechanical Colleges.

Both sets of By-Laws provided that vacancies occurring in the Board

² Article 9, Chapter 38, Session of Laws, (1937).

of Directors, other than from the expiration of a term of office, be filled by appointment by the remaining directors. Also under both the new and old by-laws, compensation for members of the Board of Directors was fixed at a per diem of not to exceed \$10.00 for each day spent in actual attendance and traveling, and reimbursement for traveling expenses actually incurred going to and from officially called meetings.

The duties of the directors as prescribed in the by-laws were the management in general of the business of the association, with the specific duties in the 1940 By-Laws of requiring all officers, agents, and employees charged by the association with responsibility for the custody of any of its funds or negotiable instruments to give adequate bonds, and securing, at least once in each year, the services of a competent and disinterested public auditor or accountant to make a careful audit of the books and accounts of the association and render a report in writing thereon.

The provision in the 1921 By-Laws that the officers of the Board of Directors should be President, Vice-President, Secretary, and Treasurer was continued in the 1940 By-Laws. Both sets of By-Laws authorized the appointment of an Executive Committee by the Board of Directors from its membership to perform duties specified by the board. The original By-Laws called for the Executive Committee to have five members, while only three members are called for by the more recent By-Laws.

Membership qualifications are less rigid in the 1940 By-Laws than in the original By-Laws. In the 1921 By-Laws membership was limited to persons or firms engaged in the production of cotton, while the 1940 By-Laws declares membership open to any person or firm engaged in the production of cotton, and to any Cooperative Gin Association or any Cooperative Marketing Association organized under the cooperative laws

of the State of Oklahoma.

Both sets of By-Laws provided that all members must agree to abide by all of the rules, regulations and By-Laws of the association with reference to the handling and marketing of their cotton or cotton products. The 1940 By-Laws provide for suspension or termination of membership by the Board of Directors for cause.

Each of the sets of By-Laws provided that each member should have one vote in the election of directors. Voting by proxy was allowed in the 1921 By-Laws but forbidden in the By-Laws of 1940.

Both the old and new By-Laws allowed the borrowing of money if such action be approved by at least a majority of the Board of Directors, in such amounts and upon such terms and conditions as might, from time to time, seem to the Board of Directors advisable or necessary.

The By-Laws of 1940 provide that revolving-fund certificates may be issued, to members and non-members, for the purpose of raising capital funds with which to engage in business. These certificates will bear such rates of interest as the Board of Directors stipulate, but in no event to exceed 6 per cent per annum. All other debts of the association both secured and unsecured, should be entitled to priority over outstanding revolving-fund certificates.

The new set of By-Laws also provide that reserves not evidenced by revolving-fund certificates shall be called contingency reserves. This provision also requires that the books and records of the association be kept in such a manner, by years, that the amount carried to contingency reserves accruing from patronage to each member and non-member patron of the association can be ascertained at any time. The Board of Directors is given the power to prescribe from year to year whether the contingency reserves be returned to patrons as patron dividends or be kept

with the association to supplement operating capital.

The fiscal year of the association as prescribed by the 1940 By-Laws was to commence on the first day of July and end on the last day of June; however, this provision was amended, June 26, 1943, to provide that the fiscal year of the association commence on the first day of May and end on the last day of April.

The provision in the 1940 By-Laws which called for the annual meeting of the members of the association to be held on the fourth Monday in May of each year or on any date which the Board of Directors should designate at least 30 days in advance of this date (fourth Monday in May) was amended, July 6, 1945, to provide that the annual meeting of the members of the association be held on the fourth Monday in March of each year, or on any date which the Board of Directors should designate at least 30 days in advance of this date (fourth Monday in March).

The 1921 By-Laws provided that a special meeting of the membership of the association might be called by the President, a majority of the Board of Directors, or one-third of the membership, requests by members being written in to association headquarters. The 1940 By-Laws provide that a special meeting of the membership may be called by a majority of the Board of Directors or by written request of at least 20 per cent of the members.

Amending the By-Laws has become considerably less difficult than it was originally. The 1921 By-Laws provided that a majority vote of all members was necessary to amend the By-Laws. The By-Laws of 1940 provided that $\frac{3}{4}$ of the members present at any meeting could amend the By-Laws providing announcement of the character of the amendments be given with announcement of the meeting. This provision was amended, June 26, 1943, to provide that the By-Laws may be amended by a $\frac{2}{3}$ vote of the Board of Directors at any regular or special meeting.

CHAPTER III.

DEVELOPMENT OF THE ASSOCIATION

During the 25 years of its existence, the Association has experienced constant development. Associational policy is determined by the Board of Directors. The Directors have been willing and eager to amend and alter regulations for the benefit of the membership.

A. OFFICERS AND DIRECTORS¹

The By-Laws drawn up for the Oklahoma Cotton Growers Association in 1921 provided that the Association be controlled by a board of 11 directors; 10 of whom were to be elected, one from each of the 10 districts, and the 11th director be appointed by the President of the State Board of Agriculture. The By-Laws drawn up in 1940 for the Oklahoma Cotton Cooperative Association called for an identical number and arrangement of directors until an amendment was approved in 1945 which provides that the 11th member of the Board of Directors be nominated by the Chairman of the Board of Regents of the Oklahoma Agricultural and Mechanical colleges and approved by the elected members of the Board of Directors.

During its lifetime of 25 years the Association has had 4 Public Directors and 28 elective Directors. The Public Directors have served an average of 6.25 years each while the average time served by the elective Directors has been 9.46 years.

A. S. Foreman, Sallisaw, District No. 9, was a member of the original Board of Directors. He has served 25 consecutive years and has the distinction of being the only member of the Board of Directors who has served continuously from the time the Association was founded.

¹ A list of the Officers and Directors elected in the 25 annual elections from 1921 to 1946 appears as Appendix B.

The following listed men have served as members of the Board of Directors for 15 or more years:

A. S. Foreman, Sallisaw, District No. 9	-----	25 years
Walter Colbert, Ardmore, District No. 7	-----	25 years
W. L. Hutcheson, Fredrick, District No. 5	-----	23 years
A. F. Duke, Terral, District, No. 6	-----	21 years
G. W. Moncrief, Canadian, District No. 8	-----	21 years
J. G. H. Windle, Granite, District No. 2	-----	17 years
H. G. Bennett, Stillwater, Public Director	----	17 years
J. L. Flow, Hobart, District No. 3	-----	15 years

The various districts have had the following number of Directors:

District No. 1	-----	4 Directors
District No. 2	-----	2 Directors
District No. 3	-----	4 Directors
District No. 4	-----	2 Directors
District No. 5	-----	5 Directors
District No. 6	-----	3 Directors
District No. 7	-----	2 Directors
District No. 8	-----	2 Directors
District No. 9	-----	1 Director
District No. 10	-----	4 Directors

The Board of Directors of the Association has had 16 Presidents, 9 of the 16 having served as Vice-President before being elected President.

The Board of Directors has had 15 Vice-Presidents and 3 Secretaries. The present President has served in that capacity for 8 years, the Vice-President for 2 years, and the Secretary for 2 years.

The Association has had 4 General Managers who have served an average of 6.25 years each. The present General Manager has served in that capacity for 13 years.

B. THE TEN DISTRICTS

When the Association was organized in 1921 the cotton producing counties of the State were divided into 10 districts (Map No. 1). In the 10 districts were included 55 counties. The number of counties to be included in each district was determined by the amount of cotton produced in the various counties. No effort was made toward equalizing the geographic area of the districts; district No. 1 had only 2 counties, while district No. 9 had 12 counties and covered approximately 5 times as much area as was covered by district No. 1.

The organizational plans called for 1 director to be elected from each of the 10 districts. This served, and still serves, the dual purpose of giving each cotton producing county a voice in the control of the Association realized through its voting power, and of keeping the Association publicized throughout the cotton sections of the State by having the directors distributed over the entire cotton producing areas. If, for example, the State had been divided into 2 districts with 5 directors coming from each district, the requirement of 10 elective directors would have been met, but all 5 directors from 1 district may have come from one heavily populated area. As the arrangement is now, some districts are larger than others, but every cotton producing area has a representative of the Board of Directors.

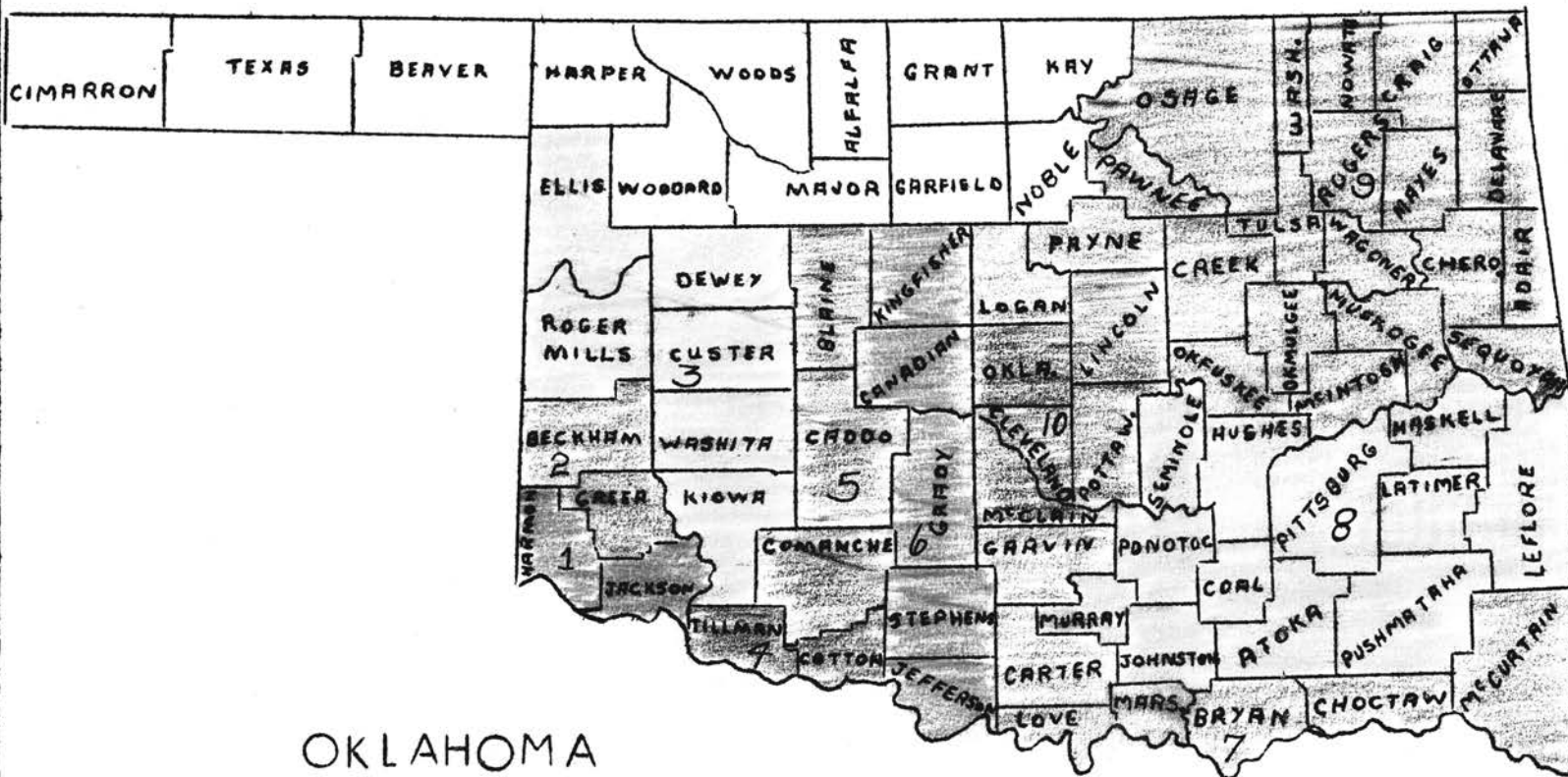
Through the years since the organization of the Association as cotton production has increased and shifted, it has been necessary to alter the arrangement of counties into districts. Alterations in district arrangements were made in 1924 (Map No. 2), 1927 (Map No. 3), and 1945 (Map No. 4).

At the present time, 69 of the 77 counties in the State are included in the Association's 10 districts. Only the 3 Panhandle counties and the 5 counties which join Kansas between the Panhandle and Osage County are outside of the area covered by the Association.

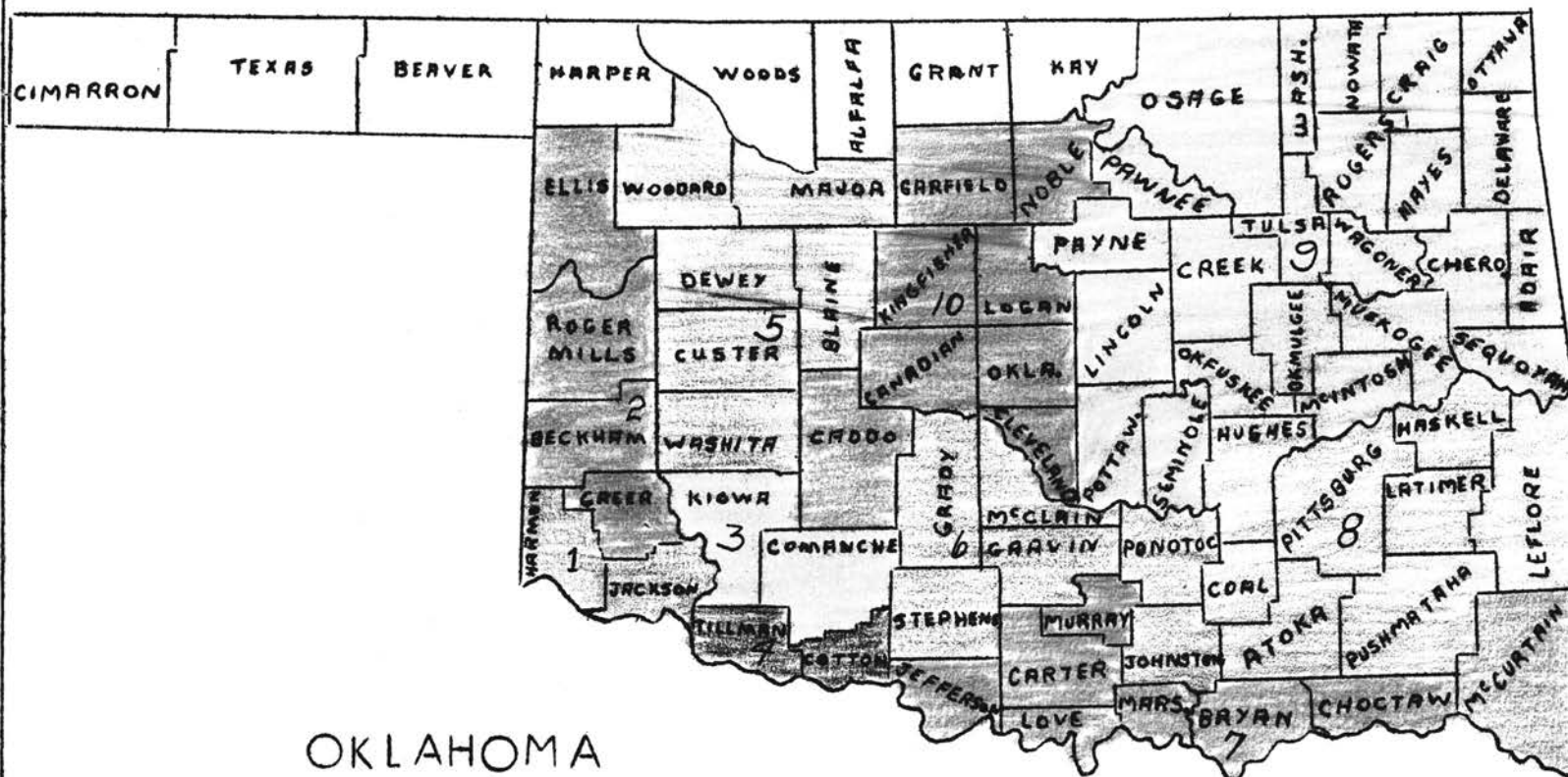


OKLAHOMA

Map No. 1 Original Districts (55 counties included)



Map No. 2 Rearrangement and addition of Districts, 1924 (64 counties included)



Map No. 3 Rearrangement and addition of Districts, 1927 (69 counties included)



OKLAHOMA

Map No. 4 Rearrangement of Districts, 1945 (69 counties included)

C. THE HOME BUILDING

The Association was organized in Oklahoma City and the home office has been located there since organization. For a short time after the Association came into existence, the home office was located in room 414 of the Empire Building.

In July 1921, the office was moved to 515 West Main Street where it remained for 2 years. In 1922, the Association constructed the 3 story, brick office building which it occupies at the present time. The Association Headquarters was moved to this location, 12 West Sixth Street, in the early part of 1923. Included in the home office building are the offices of the General Manager and his staff, file rooms which contain records of past transactions, and, on the top floor, a modernly lighted, well equipped classing room.

D. THE ANNUAL CONVENTION

As prescribed by the By-Laws, the Association holds an annual membership meeting in Oklahoma City. The meeting is held on the 4th Monday in March, or on any date which the Board of Directors shall designate at least 30 days in advance of the date specified above. The meeting opens at 10:00 A.M. and lasts for only one day.

The annual convention has a two-fold purpose: First, it is at the annual convention that the General Manager of the Association makes his annual report of the Board of Directors and members on the financial standing and operations of the Association, and, second, at the annual convention, Directors are elected to fill existing vacancies.

Following is an example of an annual convention program.²

25TH ANNIVERSARY CONVENTION
OKLAHOMA COTTON COOPERATIVE ASSOCIATION
MARCH 25, 1946
A G E N D A

MORNING

Meeting Called to Order
Invocation
Address of Welcome--Dr. Henry G. Bennett, President
Oklahoma Cotton Cooperative Association.
Committees--Resolutions
General Manager's Report--P. E. Harrill
Address, I. W. Duggan, Governor of Farm Credit Adm.

LUNCHEON -- BUILDING

AFTERNOON

Hon. Robt. S. Kerr, Governor of Oklahoma
Address, Ed Lipscomb, National Cotton Council of America
Address, Shawnee Brown, Extension Director, Oklahoma
A. & M. College
Cooperative Leadership Award Presentation
Address, J. D. Douglass, Treasurer, Oklahoma Cotton
Cooperative Association
Educational Pictures
Report of Committees -- Tellers and Resolutions
Adjournment

(Printed on Paper Manufactured from Cotton)

² Other sample convention programs appear as Appendix C.

E. "THE OKLAHOMA COTTON GROWER"

The official publication of the Oklahoma Cotton Cooperative Association is known as "The Oklahoma Cotton Grower". It was published first in January 1921 by the Organization Committee. Originally, and for several years, the paper was published semi-monthly; however, at the present time it is published monthly.

During the 25 years of its existence, "The Oklahoma Cotton Grower" has been edited by 4 men. Fred Wilmarth was editor from 1921 to 1926, H. J. Denton from 1927 to 1937, and A. F. Duke from 1938 to 1944. The present editor, Richard M. Caldwell, became editor in 1945.

The subscription price of the publication is 50 cents per year.³ It originates each month in the Office of the General Manager. "The Oklahoma Cotton Grower" is the medium, along with the annual convention, through which the members are kept abreast of what is going on in the Association. Through the paper elections are announced, shipping and selling instructions are given, and the activities in general of the Association are conveyed to the members. Besides keeping the members informed as to the activities of the Association, "The Oklahoma Cotton Grower" carries local, national, and international farm news along with discussion and comment of probable trends and policies. Following is a cross-section of the type of articles which appear in "The Oklahoma Cotton Grower":

Issue of April 15, 1946, from the "Good Ideas" column: "Shirts are scarce and almost impossible to buy. There comes a time when turning worn collars doesn't help. Try cutting the worn collar off the shirt with a razor blade; then, using the collar as a pattern, cut a new collar from the tail of the shirt. You will have a

³ Automatically deducted annually from each member.

shirt almost like new. It takes only about 10 minutes."

Issue of February 15, 1946, from the "Between the Cotton Rows" column written monthly by the President of the Board of Directors of the Association, Dr. Henry G. Bennett. "As the Oklahoma Cotton Cooperative Association makes plans for its 25th anniversary March 25 of this year, it looks back on a quarter of a century of operations that will sum up to one comprehensive term. That term is Service.

"It embraces collective economic security, savings in production costs, improvement in marketing efficiency, legislative protection, promotes distribution of products and moves out in front in other countless ways for over-all benefits to its membership.

"The Association has withstood organizational pains, depressions and a major war--and emerges on top because it had a program to offer that its membership could use, could depend on and could build.

"If Oklahoma's trail-blazing cooperative stood on the record it has made in this state--that would be entirely sufficient. It has served, however, not its membership alone but has been the hub of the wheel around which this state's other cooperatives have been built."

Issue of November 15, 1944, Editorial. "Co-operative Marketing is the only system which guarantees to the producer the full market value of his crop. It pools the product into even running lots and returns to the grower the entire amount for which the products are sold, less the actual cost of getting them to the factory."

The statement which appears below is carried in each issue of "The Oklahoma Cotton Grower" as the aim of the Associations' official publication. "Our aim--to disseminate information which will be helpful to the readers in broadening their vision of market conditions, and to assist in raising the standard of living in rural homes by increasing the purchasing power of the farmer through a better marketing system.

Issue of December 15, 1944, from the "For Our Women" section. ANTIQUE COTTON--"The few fabrics of cotton discovered in dry caves and burial sites

of the Southwest is a basis for a rather high estimate of the skill of ancient people. A tapestry apron was found wrapped around a naturally desiccated human body in a dry cave in Grand Gulch, Utah, and is believed to antedate the Christian era."

Issue of April 15, 1946, Editorial. LONG-TIME AREA PROGRAM FACING 'COTTON SOUTH' -- Balanced Production in Line With Market Demands, Says Specialist -- "As the South emerges from the war-time era, considerable attention is being given to a long-time regional program. Cotton is so closely woven into the economic and social structure of the South, it should be given major consideration in this program.

The South faces:

- (1) Low farm incomes and living standards.
- (2) Too many people depending upon small farms.
- (3) Worn-out soil and low crop yields.
- (4) Need for further balancing cotton with other crops and livestock.
- (5) Mechanization and resulting adjustments.
- (6) Need for more industries.

"Farmers in Oklahoma and the other southern states can help by studying and understanding the present situation. Balancing production in line with market demands, good farming practices, and by growing better-quality cotton should aid in the solution."

F. SUMMARY

The Board of Directors and membership, realizing that, since the Association was a new adventure into cotton marketing without the benefit of a precedent after which to pattern, the best possible organization might not have been achieved originally, have been willing to make changes as conditions calling for changes have arisen.

The Association is controlled by a Board of 10 elected Directors and 1 appointed Director. It has been the tendency for Directors to serve several years. During the 25 year period over which the Association has operated, only 28 different men have served as elective Directors. The average length of service for elective Directors has been 9.46 years. Five elective Directors have served for more than 20 years, and 8 for more than 15 years.

The Association has had only 4 Public Directors during its lifetime. The Public Directors have served an average of 6.25 years each.

The arrangement of counties into districts has been altered three times because of the increase and shifting of cotton production. Sixty-nine counties are now included within the 10 districts. Counties are grouped into districts according to total cotton production, with no emphasis being placed on giving the various districts the same number of counties; district No. 1 has 2 counties while district No. 9 has 22 counties.

The 3 story brick office building located at 12 West Sixth Street, Oklahoma City, in which the home office of the Association is housed, is the property of the Association. In this building are located the offices of the General Manager of the Association and his staff and a complete classing room.

The annual membership convention is the big day in the Association's year. At the convention, where the annual election of Directors is held, members, Directors, and Association employees meet and discuss past operations and future plans. At the convention the General Manager gives his annual report on the financial condition and operations of the Association.

Members are kept posted on the administrative activities of the Association through the Association's official publication "The Oklahoma Cotton Grower". In addition to reporting Association activities, the publication makes a fairly complete coverage of all current agricultural news, keeping its readers informed as to probable and possible agricultural trends and policies.

CHAPTER IV.

PRESENT OPERATIONS

The Association, having found it necessary to depend mostly upon the trial and error method, has developed its operations with the idea of serving its membership in the best way possible.

A. GRADING, BUYING, AND STORING

The Association buys cotton from its members through ginner-ers scattered throughout the cotton-producing areas of the state. These ginner-ers who are authorized to receive cotton for the Association are called "local receivers." During the cotton harvesting season of 1946, "local receivers" were located in 98 towns and communities in the State.¹

When a producer-member brings his cotton in to a local receiver and stipulates that it is to go to the Association, the producer has a choice of plans by which he may sell his cotton through the Association. The three plans by which the producer may sell are known as "immediate fixation," "call pool," and "seasonal pool."

Under the immediate fixation plan the producer sells his bale of cotton outright to the Association on the day he delivers it to the "local receiver." "Local receivers" are authorized to make full payment on "immediate fixation" cotton which is classed by a Smith-Doxey² classer. If no Smith-Doxey classer is available in the locality where the cotton is brought to market, the "local receiver" may make an advanced payment of an amount up to two or three cents per pound less than the estimated

¹ A complete listing of the 98 "local receivers" appears as Appendix D.

² A free classing service set up by the government.

value of the cotton, and make a final payment as soon as a sample of the cotton can be sent to Association headquarters or one of the Association's approved classers for correct classing and results returned to the "local receiver".

Under the "call pool" plan the producer turns his cotton over to the Association but keeps an interest in it. At the time the producer delivers his cotton and designates that it is to go under the "call pool" plan, he receives full market value, after a Smith-Doxey classification has been obtained, for his cotton less a required "call pool" margin of two or three cents per pound. The Association then takes over the cotton, entering into hedging operations on it to prevent loss from a falling market, and the producer designates the day upon which he desires to sell his remaining interest in the cotton. By this plan a producer may play a fluctuating market without taking too great a risk. If cotton prices rise, he stands to make additional profit. If prices fall, he can lose only the two or three cent "call pool" margin he was required to advance.

The "seasonal pool" plan works somewhat like the "call pool" plan except that the producer has no voice in determining when final sale of the cotton in which he has a remaining interest be made. The producer receives an advance payment of an amount up to within two or three cents per pound of the actual value. Final settlement is based on the average price received for all the cotton handled by the Association during the season.

As soon as a producer announces to a "local receiver" that his bale of cotton is to go to the Association regardless of which of the plans for selling is chosen, the cotton immediately receives full insurance coverage. Every bale of cotton owned by the Association is insured to market value. If a bale of cotton is destroyed after it has been turned

over to the Association, the price is fixed according to the market value of the cotton on the day it was destroyed, and the producer receives the same amount of money he would have received had he sold the cotton outright.

A sample of each bale of cotton produced by members of the Association is sent to the classing room in Association Headquarters at Oklahoma City. Some samples are sent there for original classification, but regardless of whether or not the cotton has been classed by an approved classer out at one of the "local receiver's" stations, a sample of each bale is sent in to Association Headquarters. Here careful classing is made by governmental classers to insure each bale of cotton of receiving its most profitable classification.

The Association maintains classers in 12 towns in the state (Map No. 5) to help serve its members as speedily and efficiently as possible.

Cotton may be sent to any of these stations, as well as to Association Headquarters in Oklahoma City, to be classed as a basis upon which to make final payment to producers.

After cotton has been purchased for the Association by "local receivers", it is shipped to the compress serving that locality. The location of compresses used by the Association is shown on Map No. 6.

At these compresses the cotton is assembled in carload lots and shipped to its final collecting point for sale by the Association. At the present time the Association is assembling its cotton at Houston, Texas, where it is stored until final sale is made. Settlement is made annually between the Association and the compresses for handling associational cotton.



Map No. 5 Towns in which classers are maintained by the Association.



Map No. 6 Towns in which cotton compresses used by the Association are located.

B. MARKETING PROCEDURE

The Association is a member of the American Cotton Cooperative Association.³ A majority of the sales made by the Association are arranged through this National Association whose headquarters are in Memphis, Tennessee.

The National Association notifies the Oklahoma Association that a certain consumer desires to purchase a given amount of a particular grade and staple of cotton. If the Oklahoma Association desires to make the sale, it notifies the National Association to that effect, and, after shipping instructions have been received, directs the warehouse officials at Houston, Texas, to ship out particular lots of cotton. Orders are ordinarily filled from Houston, Texas, since usually there is not enough cotton of the grade and staple desired in the Oklahoma compresses to fill the order. However, some small orders are filled from the compresses before the cotton is shipped to Houston.

Not all of the sales made by the Association go through the American Cotton Cooperative Association. Some sales result as a direct contact between the Association and the consumer. Each year the Association sells some cotton to the mill located at Tulsa, Oklahoma.

The Association sells its cotton in the warehouse at Houston or delivers it to the mill according to arrangements worked out with the purchaser.

³ An organization, composed of State and Regional Cotton Cooperative Associations, through which transactions are arranged between its member Associations and major consumers of cotton, both nationally and abroad. Dr. H.G. Bennett, president of the Board of Directors of the Oklahoma Cotton Cooperative Association, is a member of the Board of Directors of the American Cotton Cooperative Association.

Selling of the cotton is a function of the General Manager of the Association. He has on his staff freight and market experts who advise him in his selling operations.

Since the price of cotton is subject to fluctuation, the Association enters into hedging operations on all cotton which is to remain in its possession any length of time, therefore, protecting itself against possible unfavorable changes in the market.

C. MEMBERSHIP AND ELECTIONS

When the Association was organized in 1921, a producer in order to become a member, was required to sign a marketing agreement and pay a fee of \$10.00. The requirement of the fee was eliminated in 1923. To become a member now, a producer has only to sign a membership and marketing agreement⁴ and he is a member of the Association as long as he desires to remain so and carries out his obligations stated in the agreement.

The membership agreement and the marketing agreement are both printed on the same form so that the producer and the association representative have to sign only once to validate both agreements. The membership agreement is merely an application by a producer for admittance into the Association. Membership is granted at the time the Association signs the agreement.

The marketing agreement, which becomes effective when signed by both the grower and the Association, provides that the grower sell and deliver promptly to the Association all or a part of the cotton produced by the grower during the life of the contract; the title of the cotton passing to the Association upon delivery. The agreement provides that after the marketing contract has been in effect for 2 years it may be terminated by either party by written notification to the other party, the agreement remaining valid as long as neither party submits such notification. This provision, although it gives both parties the opportunity of withdrawing from the agreement after it has been in effect 2 years, eliminates the necessity of executing new marketing agreements after a few years have passed, since the agreement remains in effect until one of the parties applies, in writing, for its termination.

⁴ A copy of the membership and marketing agreements appears as Appendix F.

The marketing agreement stipulates that the Board of Directors of the Association shall make rules and regulations which shall govern the classing, grading, financing, shipping, pooling, and selling of all cotton delivered by the grower, and that all costs and expenses incident to the cotton marketing operations and amounts for general reserves as determined by the Directors shall be retained by the association from the sale proceeds of the cotton.

As soon as a producer signs the membership and marketing agreement he is subject to the privileges and obligations which accompany membership. He is guaranteed an accurate classing of his cotton by a governmental licensed classer. He has the privilege of selling his cotton according to either of the three plans offered by the Association, i.e., "immediate fixation", "call pool", "seasonal pool". He enjoys full insurance protection on cotton delivered to the Association.

For these services there are certain obligations. Before payments due members for cotton delivered are made, the Association deducts an amount sufficient to defray expenses incident to receiving, handling, and marketing the cotton. After this deduction has been made, the Association further deducts one percent of the amount due the member and sets this amount up to the member's credit in an account known as the Membership Reserve. Each member gets credit for this one percent which is deducted from the amount due him and he may, upon approval of the Board of Directors, have this amount refunded to him at any time as a patronage dividend. No dividends have been declared since the Association was re-organized in 1941. The Board of Directors has chosen rather to use the Membership Reserves to supplement the operating capital of the Association and thereby keep the Association in a more stable operating position.

Each member has a voice in the control of the Association, realized

through his right to vote for the member of the Board of Directors who represents his district. Each member is allowed one vote regardless of the volume of business he does with the Association.

For the purpose of reaching all members, Districts are broken down into Counties and Counties into Locals.⁵ Since a member of the Board of Directors serves for 3 years, elections are held only once every 3 years in any particular district; however, elections are held every year since the dates of elections are so arranged that 3 districts elect one year, 3 the next year and 4 the next.

Election procedure is originated in the Locals. The Locals, Counties, and Districts have organizations with regularly elected officers to facilitate the holding of elections. Each year announcement is made through "The Oklahoma Cotton Grower", as to which Districts are to hold elections that year. Announcement is also made of the date and place of Local, County, and District election meetings⁶ and of the order and nature of activities which should be included in the meetings.

At the meeting of the Locals delegates are elected to attend the County Convention which is usually held within 3 days after the Local meeting. Each Local is allowed as many votes at the County Convention as there were members present at the Local meeting. A credentials committee appointed by the president of the Local determines how many members are present at the meeting of the Local. Delegates to the County Convention are supplied with credentials showing how many votes they represent. The delegates may be instructed to work for the nomination

⁵ A community usually comparing with a rural school district.

⁶ Instructions for holding Local meetings and County and District conventions appear as Appendix E.

of a particular candidate for District Director, or they may be sent uninstructed.

The County Conventions are held for the purpose of electing delegates to the District Convention, and determining the number of votes represented by the delegates from the Locals. A credentials committee is appointed to ascertain the number of votes the county delegates may cast in the District Convention. The county delegates are allowed the number of votes represented by delegates from Locals plus the votes of all members present in person at the County Convention who were not present at the Local election meetings. Delegates elected at County Conventions are provided with credentials showing the number of votes which they may cast in the District election. These delegates may be instructed to work for the nomination of a particular candidate for District Director.

At the District Convention candidates for Director are nominated. A credentials committee is appointed to determine how many votes may be cast by the delegates from the County Conventions. Members present at the District Convention whose votes are not included with those represented by the county delegates may vote in person; also votes by written proxies not included in the credentials from County Conventions may be counted.

After nominations for Director are closed, balloting is had on the nominees. The name of the nominee receiving the smallest number of votes is dropped after each ballot. This process is continued until but two names remain. These two are declared to be the candidates of the District. If but one name is presented in nomination, such name shall be declared the choice of the Convention. The names of the candidates selected are forwarded to association headquarters where they are placed on a ballot for final election when the annual membership meeting is held. The

District Convention elects a Teller and Alternate Teller to help count the votes at the annual meeting.

When the names of candidates selected at the District Conventions are received by the Association, ballots are prepared and printed in "The Oklahoma Cotton Grower". Each member cuts out the ballot, records his vote on it, and mails the completed ballot to association headquarters where, when the annual meeting convenes, the District Tellers count the votes and announce the results. A member votes for only the Director in his particular District, but the District Tellers collaborate in counting the votes from all of the Districts in which elections are held.

D. SUMMARY

For the past 25 years the Association has been increasing and improving its operations to facilitate the rendering of more efficient service to the members. At the present time the Association performs all operations incident to the merchandising of cotton.

All cotton received by the Association is classed by a governmental approved classifier; thus, the producer is assured of an accurate classing.

By locating its "local receivers" throughout the cotton producing areas of the State, the Association has made its services available to all producers who care to participate as members. Cotton handled by the Association is covered by insurance from the time it is designated to go to the Association until it leaves the ownership of the Association.

Through its various sales pools, the Association has extended to its members the opportunity of selling the cotton outright, or of retaining an interest in cotton with the possibility of taking advantage of favorable change in the market, with minimum risks involved as far as the producer is concerned.

The requirement of a \$10.00 membership fee was repealed in 1923. To become a member, a producer has only to sign a membership and marketing agreement, which provide that he must abide by the regulations set forth by the Directors, and that he deliver all or a part of his cotton to the Association.

The membership controls the Association through elected directors. Election procedure originates in the election meetings of the Locals. After the Local meetings, County and District Conventions are held, and then the final voting for Directors is held at the annual membership meeting at Oklahoma City.

CHAPTER V.

INCOME AND EXPENSES

Since the Association is set up as a non-profit organization, the management has endeavored to deduct from payments to members only amounts necessary to defray expenses encountered in operations, with the necessary margin to take care of fluctuating operating expenses.

The Statement of Financial Condition at April 30, 1946, evaluated the total assets of the Association at \$6,388,253.07, the total liabilities as \$5,963,373.21, and the net worth as \$424,879.21.

A. GROSS INCOME

The Association was formed for the purpose of marketing cotton cooperatively; the theory advanced by the organizers being that many producers working together could market their cotton more economically than they could as individuals. The income received by the Association has resulted, until recent years, from savings gained through efficient marketing practices in merchandising large volumes of cotton. In his annual report in 1946 the General Manager of the Association released, the information contained in Table 1, which shows that during the 25-year period 1921-1946 the Association handled 17 per cent of the cotton produced in the State.

The Association has handled an average of 142,296 bales per year for the past 25 years. The year in which the highest number of bales was handled was in the 1928-1929 season when the Association handled 363,719 bales. The smallest number of bales handled in one year was 51,863 in the season 1945-1946. During 2 of the past 25 seasons, 1928-1929 and 1934-1935, the Association handled 30 per cent of the State crop. Twenty-nine per cent of the State crop was handled by the Association in each of the 2 seasons 1942-1943 and 1943-1944. The smallest per cent of the State

crop handled by the Association was 7 per cent handled in the 1932-1933 season.

During the past few years the Association has had, in addition to its marketing operations, another source of income: the handling of government cotton loan transactions. With money borrowed from the Central Bank for Cooperatives of the Farm Credit Administration, the Association has financed Form G government cotton loans for its members. Since the money used for financing these loans has been borrowed at a low rate of interest, $1\frac{1}{2}$ per cent, the Association has been able to engage profitably in loan operations.

Tables 2 and 3, taken from the annual audits of the Association for the 4-year period 1943-1946, give some insight of the operations of the Association. Table 2 lists gross income resulting from merchandising and loan operations.

During the 4-year period a total of 167,358 bales of cotton were sold by the Association for \$16,361,435.14. This was an average of 41,839 bales per year, with an average annual net sales proceeds of \$4,090,358.78.

For the 167,358 bales, a total of \$14,723,548.84 was advanced as payment for the cotton. The difference between the total amount advanced for the cotton sold during the 4-year period and the total net sales proceeds was \$1,637,886.30, or \$9.79 per bale sold.

The major items of expense which absorbed a greater part of this difference between sales proceeds and the amount advanced for cotton sold were freight, storage, interest on borrowed money, and insurance on cotton.

The total amount paid for freight during the 4-year period was \$457,588.76, or \$2.75 for each bale sold. These charges included freight costs involved in moving cotton from the "local receivers" stations to

the compresses, from the compresses to the central storage yards at Houston, Texas, and, in cases where the sales contract called for delivery, from Houston to the mills purchasing the cotton.

Storage costs for the 4 years amounted to \$496,216.55, or \$2.96 for each bale sold. The total cost of insurance on cotton for the 4 years was \$44,196.27, which amounted to \$.26 per bale sold.

Money to finance marketing operations was borrowed from the Farm Credit Administration at $2\frac{1}{2}$ per cent interest. The total interest costs on borrowed money used for marketing operations during the 4-year period were \$92,356.98, or \$.55 per bale.

The average annual gross income from marketing operations for the 4-year period was \$99,667.29¹, which amounted to \$2.38 per bale sold.

A total gross income of \$476,863.85 resulted from the government loan operations over the 4-year period; this was an average of \$119,215.96 per year. The gross income from loan operations was highest in 1943, the amount received being \$164,426.66, and lowest in 1946, when the amount received was \$51,381.61. The average gross income received from loan operations for the 3 years previous to 1946 was \$141,827.41. The gross income received in 1946 amounted to only 36 per cent of the average received for the previous 3 years. This drop in loan operations came as a result of the high market price for cotton which encouraged most producers to sell their cotton outright instead of putting it in government loan.

The total gross income from all operations for the 4-year period was \$875,534.04, an average \$218,883.25 per year.

¹ The amounts accumulated from the 1 per cent deductions which are taken from payments to members and set up to the members' credit are not included in this amount.

B. OPERATING EXPENSES

Operating expenses for the 4-year period 1943-1946 are itemized in Table 3. The total operating expenses for the 4-year period were \$659,189.76, the average annual operating expenses being \$165,991.16. Salaries accounted for 67 per cent of the total operating expenses.

Meetings held by the Board of Directors cost the Association a total of \$9,730.08 for the 4-year period. This amounted to \$2,432.52 per year.

An average of \$4,675.28 per year was spent for publicity purposes. This amounted to 2 1/3 per cent of the total operating expenses. The Association depends mainly upon its monthly publication "The Oklahoma Cotton Grower" for publicity to cotton producers.

Classing services (salaries included) accounted for 22 per cent of the operating expenses. Operating expenses of Branch Offices amounted to an average of \$37,175.68 per year, or 22.42 per cent of the total operating expenses.

Telephone and telegraph expense amounted to an average of \$4,866.94 per year, which was 2.42 per cent of the operating expenses.

C. EARNINGS

The total gross income from all operations for the 4-year period was \$875,534.04. The operating expenses for the 4-year period were \$659,189.76. This resulted in total earnings for the 4-year period of \$216,344.28 (Table 4), or an average annual earning of \$54,086.07. These earnings plus all others realized since the reorganization in 1940 have been kept in the Association as operating reserves.

Annual earnings fluctuated from \$82,214.61 in 1943 to \$11,855.70 in 1946. The dominating factor in the low savings in 1946 was the small volume of loan operations.

No attempt has been made to prorate the operating expenses between the marketing operations and the loan operations because the same facilities and management are used for both classes of operations.

Annual savings would undoubtedly decrease if the Association should cease to handle government loans. The operating expense would decrease some if loan operations were discontinued, but a majority of the operating expenses would be necessary to continue the merchandising service.

TABLE 1. ANNUAL STATE CROP FOR THE PERIOD 1921-1946
AND NUMBER OF BALES AND PERCENTAGE OF
STATE CROP HANDLED BY THE ASSOCIATION

Year	State Crop (Bales)	Bales Delivered	Percentage
1921-22	477,777	91,311	19
1922-23	637,003	65,868	10
1923-24	665,904	118,743	18
1924-25	1,506,077	141,440	9
1925-26	1,680,304	206,319	12
1926-27	1,760,644	195,936	11
1927-28	1,009,626	163,945	16
1928-29	1,187,042	363,719	30
1929-30	1,125,614	326,832	29
1930-31	856,748	193,982	22
1931-32	1,235,856	130,951	10
1932-33	1,071,886	73,059	7
1933-34	1,236,000	185,725	15
1934-35	329,946	99,027	30
1935-36	563,000	128,000	23
1936-37	290,000	57,000	23
1937-38	755,984	131,627	18
1938-39	556,545	94,820	17
1939-40	517,373	63,651	12
1940-41	788,646	70,328	9
1941-42	712,130	175,520	25
1942-43	702,046	202,097	29
1943-44	373,321	108,882	29
1944-45	608,258	116,753	19
1945-46	290,000	51,863	18
Total	20,937,730	3,557,398	17*

*Weighted average

TABLE 2. GROSS INCOME RESULTING FROM MERCHANDISING
AND LOAN OPERATIONS FOR THE 4-YEAR PERIOD
1943-1946*

	1943	1944	1945	1946
NET SALES PROCEEDS	\$3,873,428.40	\$4,537,584.10	\$3,672,405.25	\$4,278,017.39
Less: Delivery & Selling Expense				
Outbound freight	\$129,417.25	\$104,413.19	\$ 80,794.15	\$142,964.17
Sales Commissions, Spot Cotton	16,585.25	28,575.11	29,812.94	35,916.01
Futures Brokers Commissions	6,690.00	8,760.00	6,060.00	15,210.00
Exchange of Sales Drafts	2,247.68	4,163.96	3,061.31	2,272.15
Transportation of Sample	4,028.72	1,894.47	1,543.84	1,669.67
Other	1,680.94	397.52	629.12	51.86
Total	\$ 160,649.84	\$ 148,204.25	\$ 121,901.36	\$ 198,083.85
NET SALES AFTER EXPENSES	\$3,712,778.56	\$4,389,379.85	\$3,550,503.89	\$4,079,933.54
ADVANCED FOR COTTON SOLD	\$3,495,480.02	\$4,167,093.03	\$3,317,651.91	\$3,743,323.88
EXCESS OF NET SALES OVER AMT. ADVANCED	\$ 217,298.54	\$ 222,286.82	\$ 232,851.98	\$ 336,609.66
Less: Carrying & Other Cotton Charges				
Storage & Other Warehouse Charges	\$ 95,557.52	\$123,481.71	\$ 94,256.86	\$182,920.46
Interest on Borrowed Money	26,482.23	19,715.88	10,079.90	36,078.97
Insurance on Cotton	11,655.81	9,170.74	6,271.52	17,098.20
Total	\$ 133,695.56	\$ 152,268.33	\$ 110,608.38	\$ 236,097.63
	84,002.98	70,018.49	122,243.60	100,512.03
OTHER CREDITS (Plus) OR DEDUCTIONS (Minus)	plus 3,406.08	minus 3,769.07	plus 6,002.06	plus 16,253.97
GROSS INCOME FROM MERCHANDISING OPERATIONS	\$ 87,509.06	\$ 66,249.47	\$ 128,245.66	\$ 116,766.00
LOAN OPERATIONS				
INCOME FROM GOVERNMENT LOAN TRANSACTIONS (GROSS)				
Interest, Service Fees, Deductions for handling	\$ 164,426.66	\$ 142,429.00	\$ 118,626.58	\$ 51,381.61
Income from All Operations (Gross)	\$ 251,835.72	\$ 208,678.47	\$ 246,872.24	\$ 168,147.61

* Operating Expenses Excluded.

TABLE 3. OPERATING EXPENSES FOR THE 4-YEAR PERIOD
1943-1946

	1943	1944	1945	1946
BOARD OF DIRECTORS:				
Elections	\$ 149.06	\$ 197.74	\$ 326.47	\$ 771.46
Meetings	1,590.68	1,904.36	3,930.48	2,304.56
Total	\$ 1,739.74	\$ 2,102.10	\$ 4,256.95	\$ 3,076.02
GENERAL MANAGER:				
Salary Manager	\$ 7,416.68	\$ 7,500.00	\$ 8,617.89	\$ 8,617.88
Salary Clerical	1,545.00	1,796.28	2,107.69	2,068.60
Traveling	965.19	955.30	1,318.55	1,783.82
Total	\$ 9,926.87	\$ 10,251.58	\$ 12,044.13	\$ 12,470.30
NEWSPAPER AND OTHER PUBLICITY:				
Total	\$ 4,335.85	\$ 4,636.91	\$ 5,137.75	\$ 4,590.63
LEGAL:				
Fees & Other Legal Expenses				
Total	\$ 10.00	\$ 97.98	\$ 23.20	\$ 1,200.00
BRANCH OFFICE AND INTERIOR CLASSING:				
Salaries-Classers	\$ 23,426.50	\$ 17,295.01	\$ 23,572.51	\$ 18,958.78
Salaries-Clerical	13,521.62	7,527.14	7,421.12	5,197.45
Utilities	1,472.08	1,389.11	1,708.90	1,470.58
Repairs, Furniture & Fixtures	190.37	17.33	43.33	192.00
Telephone & Telegraph	3,238.57	2,448.31	3,153.16	2,329.03
Traveling	3,329.29	1,941.49	2,652.65	1,974.24
Classers Gov't License Fees	75.00	65.00	55.00	40.00
Total	\$ 49,250.00	\$ 30,683.39	\$ 38,606.67	\$ 30,162.68
CLASSING SUPERVISION:				
Salaries:				
Supervisor	\$ 4,075.00	\$ 4,200.00	\$ 4,823.00	\$ 4,823.00
Classers	5,707.25	8,472.84	9,651.82	9,651.84
Clerical	1,760.28	789.19	363.84	503.76
Sample Room Supplies	268.22	1.00	181.80	-0-
Traveling	466.98	463.75	489.74	780.24
Total	\$ 15,595.00	\$ 13,926.78	\$ 15,510.20	\$ 15,758.64

TABLE 3. (Continued) OPERATING EXPENSES FOR THE 4-YEAR PERIOD
1943-1946

	1943	1944	1945	1946
GENERAL OFFICE:				
Salaries	\$ 59,386.47	\$ 61,082.30	\$ 69,690.54	\$ 58,430.27
Machine Rentals	6,747.70	7,600.66	8,343.64	7,539.59
Auditing	1,250.00	900.00	1,500.00	1,500.00
Total	\$ 67,384.17	\$ 69,582.96	\$ 79,534.18	\$ 67,470.31
GENERAL OVERHEAD:				
Depreciation:				
Furniture & Equipment	\$ 310.42	\$ 360.00	\$ 360.00	\$ 495.00
Automobiles & Buildings	551.31	1,530.00	1,342.10	990.00
Drayage & Express	486.79	384.21	828.95	440.30
Dues & Subscriptions	340.70	269.20	526.60	477.75
Insurance:				
Fidelity Bonds	1,757.81	1,431.61	1,250.06	1,284.40
Other	2,158.85	2,927.72	3,007.46	3,188.27
Market Quotation Service	20.00	120.00	120.00	120.00
Rent	3,264.29	1,037.00	1,000.00	1,000.67
Utilities	1,670.88	1,500.94	2,179.68	1,300.00
Postage	2,213.05	2,044.58	1,924.67	1,200.96
Repairs, Furniture, Fixtures	620.01	245.44	257.01	127.53
Stationery & Supplies	7,511.16	6,203.51	5,581.40	3,222.74
Taxes, State & County	24.88	559.11	763.46	677.93
Taxes, Social Security	4,238.63	2,726.71	2,559.44	1,789.65
Telephone, Telegraph	1,724.54	2,026.61	2,208.94	2,338.57
Total	\$ 26,893.32	\$ 23,365.14	\$ 23,909.77	\$ 18,663.77
CUSTODIAN:				
Salary	\$ 1,800.00	\$ 1,800.00	\$ 2,674.96	\$ 2,799.96
Total	\$ 1,800.00	\$ 1,800.00	\$ 2,674.96	\$ 2,799.96
TOTAL EXPENSES	\$169,621.11	\$156,456.84	\$176,919.90	\$156,191.91

TABLE 4. GROSS INCOME, OPERATING EXPENSE, AND NET SAVINGS
FOR THE 4-YEAR PERIOD 1943-1946

		1943	1944	1945	1946
GROSS INCOME:					
Merchandising Operations		\$ 87,409.06	\$ 66,249.47	\$128,245.66	\$116,766.00
Loan Operations		164,426.66	142,429.00	118,626.58	51,381.61
	Total	\$251,835.72	\$208,678.47	\$246,872.24	\$168,047.61
OPERATING EXPENSE:					
	Total	\$169,621.11	\$156,456.84	\$181,694.81	\$156,191.91
NET SAVINGS		\$ 82,214.61	\$ 52,221.63	\$ 65,177.43	\$ 11,855.70
Total Savings for the 4-year period		\$216,344.28			

SUMMARY

The Oklahoma Cotton Cooperative which started out with a handful of members in April of 1921 has currently grown to embrace approximately 40,000 members producing cotton in 69 of Oklahoma's 77 counties.

As the first state-wide Cotton Cooperative Marketing Association in the United States, the Association has served as a pattern, in part, for the many similiar organizations which have followed.

Under the original charter granted in 1921, the Association was given the name of The Oklahoma Cotton Growers Association. In 1940, a few months before the charter was to expire in 1941, a new charter was applied for in the name of The Oklahoma Cotton Cooperative Association. Membership, which under the 1921 organization was limited to persons and firms engaged in the production of cotton, was extended by the 1940 organization to include Cooperative Gin Associations and any other Cooperative Marketing Associations.

Throughout its existence the Association has been controlled by 11 Directors: 10 of the Directors are elected one from each of the 10 districts, and the 11th Director, known as the Public Director, is appointed by the Chairman of the Board of Regents for Agricultural and Mechanical Colleges. The Association has had 28 elected Directors, who have served an average of 9.46 years, and 4 Public Directors who have served an average of 6.25 years. Eight of the 28 elected Directors have served for 15 years or more.

The Association's official publication is a 4-page paper published monthly, entitled "The Oklahoma Cotton Grower". An annual membership convention is held each year in the home office building in Oklahoma City, at which time the General Manager gives his annual report and the election

to fill vacancies on the Board of Directors.

Local communities, counties, and districts are organized to facilitate the election of Directors. Election procedure begins in the Locals, and proceeds through the County and District election conventions to the annual membership meeting at Oklahoma City, where final voting for Directors is held.

The Association performs all operations incident to the marketing of cotton. All cotton marketed through the Association is classed by a government licensed classer. Cotton handled by the Association is insured from the time it is designated to go to the Association until it leaves the possession of the Association.

The Association is able to realize savings as a result of the marketing of larger volumes of cotton. During the 25 years of its existence the Association has handled 3,557,398 bales of cotton, which amounts to 17 per cent of the cotton produced in Oklahoma during that period.

During the 4-year period 1943-1946, the Association realized a gross income of \$2.38 per bale on each bale of cotton sold. The average annual gross income from marketing operations during this period was \$99,667.29.

In addition to its merchandising operations, the Association, during recent years, has engaged in government loan transactions, extending Form G government loan service to its members. During the 4-year period 1943-1946 the Association realized an average annual gross income of \$119,215.96 from its government loan operations.

Operating expenses during the 4 years 1943-1946 averaged \$165,991.16 per year. Salaries accounted for 67 per cent of the total operating expenses. Expenses for publicity accounted for $2\frac{1}{3}$ per cent of the operating expenses, telephone and telegraph charges accounted for 2.42 per cent, classing service for 22 per cent and Branch Office operating

expense for 22.42 per cent.

The average annual net earnings for this 4-year period were \$54,086.07. The net earnings fluctuated from \$82,214.61 in 1943 to \$11,855.70 in 1946, the dominating factors in the low savings in 1946 being the relatively small state crop (290,000 bales) and the small volume of loan operations, resulting from the high market price of cotton.

At April 30, 1946 the total assets of the Association were evaluated at \$6,388,253.07, the total liabilities at \$5,963,373.21, and the net worth at \$424,879.21.

If the government cotton loan program should be discontinued, the Association would be forced to cut operating expenses, since during the 4 years 1943-1946 the gross income resulting from marketing operations was not sufficient to cover operating expenses. It is true that if loan operations were discontinued, operating expenses would automatically decrease, but this decrease would be small since a greater part of the operating expenses would be necessary to carry on the merchandising operations.

APPENDIX A

ARTICLES OF INCORPORATION AND BY-LAWS
OF
OKLAHOMA COTTON GROWERS ASSOCIATION
AND
OKLAHOMA COTTON COOPERATIVE ASSOCIATIONARTICLES OF INCORPORATION
OF
OKLAHOMA COTTON GROWERS ASSOCIATION

We, the undersigned, all of whom are residents and citizens of the State of Oklahoma, do hereby voluntarily associate ourselves together for the purpose of forming a corporation, without capital stock, under the laws of the State of Oklahoma.

I.

The name of this corporation shall be Oklahoma Cotton Growers Association.

II.

The purposes for which the Oklahoma Cotton Growers Association is formed are:

(a) To promote, foster and encourage the business of producing and marketing cotton co-operatively; to minimize speculation and waste in production and marketing of cotton and cotton products; to stabilize cotton markets; to handle cooperatively and collectively the problems of cotton growers;

(b) To engage in any activity in connection with the production, grading, handling, processing, storing, shipping, warehousing and marketing of cotton or cotton products and in the financing of any of said operations;

(c) To purchase and sell any cotton or cotton seed or cotton products of its members and to purchase and sell machinery equipment or supplies used in any of the above mentioned activities, either by the association or by the members thereof;

(d) To borrow money and make advances to the members of the Association;

(e) To lend money to the members of the Association upon any adequate security; and to accept as collateral for any such loans, warehouse receipts, crop mortgages, chattel mortgages, mortgages, deeds of trust, or any other kind of property or security permitted by law;

(f) To endorse, guarantee the payments of or secure in any way, commercial paper or negotiable instruments signed by any member Association;

(g) To sell, issue, discount or borrow money upon any commercial paper or negotiable instruments, or promissory notes or warehouse receipts, or mortgages, or bonds, or any other kind of property or security owned by or under the control of the Association;

(h) To act as the agent, representative, factor or broker of its members, in any of the above activities;

(i) To purchase, or otherwise acquire, and to hold, own, exercise all rights of ownership, sell, transfer or pledge shares of the capital stock, or bonds, or securities of any corporation or association engaged in the processing, or grading, or storing, or shipping, or handling, or marketing of any cotton or cotton products;

(j) To buy, hold, lease, construct, contract for the use of and exercise all privileges of ownership over such real or personal property as may be necessary or convenient for the conduct and operation of any other business of the Association;

(k) To acquire, own, develop any interest and patents, trademarks or copyrights;

(l) And to do each and everything, necessary, suitable or proper in the judgment of the Directors of this Association, anywhere throughout the world, for the accomplishment of any of the purposes or attainment of any one or more of the objects herein enumerated, or which shall at any time appear conducive to or expedient for the interests or benefits of this Association and the members thereof, and to contract accordingly.

The Oklahoma Cotton Growers Association shall make no profits from any of its activities but all of its operations shall be for the mutual benefit of its members only and shall be co-operative in character.

The operations and activities of this Association shall be limited to activities arising out of the production, processing, grading, shipping, storing, warehousing, handling and marketing of the cotton, cotton seed, or cotton products of its members only and to the financing of any of the said operations or of its members.

The Oklahoma Cotton Growers Association shall not be permitted to buy or sell cotton except from and for its members only and on the standard co-operative basis. It shall not buy any cotton whatsoever from non-members, or be permitted to go in the open market to buy cotton or any cotton seed or cotton products whatsoever.

The Oklahoma Cotton Growers Association is expressly forbidden to do anything with the intent or effect of limiting or fixing the price; or of lessening the production or sale of any product; or of lessening the use or consumption of any product; or of restricting or limiting the output of any product; but this Association shall do everything within its power to prevent speculation in the handling of cotton and cotton

products and to secure for its members a fair price for their cotton or cotton products in the markets of the world; and to increase the production, sale, use and consumption of cotton and cotton products by all possible commercial and merchandising methods; and to use every possible means to extend and increase both the supply and the demand for cotton and cotton products.

The Oklahoma Cotton Growers Association shall have no capital stock and shall not be organized or operated for profit, but all of its operations shall be for the mutual benefit of its members, all of whom are cotton growers in the State of Oklahoma.

This Association shall have and exercise all powers and rights authorized by the laws of this State and all powers and rights incident thereto.

III.

The principal place of business of the Oklahoma Cotton Growers Association shall be Oklahoma City, Oklahoma County, State of Oklahoma.

IV.

The term for which the Oklahoma Cotton Growers Association is to exist is twenty (20) years from and after the date of incorporation.

V.

The Oklahoma Cotton Growers Association shall be managed by a Board of eleven Directors. The names and residences of those selected to serve until their successors shall have been elected and qualified are:

Ben Crawford, Olustee, Jackson County, Okla.
George Bishop, Cordell, Washita County, Okla.
Dave Nixon, Washita, Caddo County, Okla.
R. C. Kennedy, Pauls Valley, Garvin Co., Okla.
Walter Colbert, Ardmore, Carter County, Okla.
W. J. Whiteman, Goodwater, McCurtain County, Okla.

J. P. Connors, Canadian, Pittsburg County, Okla.
 P. W. Vaught, Holdenville, Hughes County, Okla.
 W. L. Biggs, Muskogee, Muskogee County, Okla.
 A. G. Henson, McLoud, Lincoln County, Okla.
 Carl Williams, Oklahoma City, Oklahoma County, Okla.

VI.

The Oklahoma Cotton Growers Association shall not have any capital stock; but shall admit members into the Association upon payment of an entrance fee of Ten (\$10.00) Dollars and other uniform conditions.

The voting power of the members of this Association shall be equal, and each member shall have one vote only.

The property rights of each member shall be equal; and each member shall have one unit of property rights only.

In Witness Whereof, we have hereunto subscribed our names, this 23rd day of April, 1921.

Ben Crawford
 Geo. Bishop
 Dave Nixon
 R. C. Kennedy
 Walter Colbert
 W. J. Whiteman

J. P. Connors
 P. W. Vaught
 W. L. Biggs
 A. G. Henson
 Carl Williams

State of Oklahoma, Oklahoma County, ss:

Before me, a notary Public within and for said County and State, and on this 23rd day of April, 1921, personally appeared Ben Crawford, Geo. Bishop, Dave Nixon, R. C. Kennedy, Walter Colbert, W. J. Whiteman, J. P. Connors, P. W. Vaught, W. L. Biggs, A. G. Henson and Carl Williams, to me well known to be the indetical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

E. M. WHITLOW,
 Notary Public

My Commission Expires January 17, 1923.

A. M. SAPIRO
 Counsel for Oklahoma Cotton Growers Ass'n.

BY-LAWS
OF
OKLAHOMA COTTON GROWERS ASSOCIATION

We, the undersigned, together constituting and being all the members, directors and incorporators of Oklahoma Cotton Growers' Association, a corporation without capital stock and not conducted for profit, do hereby adopt the following code of By-laws, as and for the By-laws of said Association:

ARTICLE I.

The Oklahoma Cotton Growers' Association may be hereafter referred to as the Association.

The purposes for which this Association is formed are set forth in the Second Paragraph of the Articles of Incorporation of the Association.

ARTICLE II.

BOARD OF DIRECTORS

NUMBER

Section 1. The corporate powers, business and property of the Association shall be exercised, conducted and controlled by a Board of Directors of eleven (11) members.

ELECTION

(a) Section 2. The Directors shall be elected annually at the regular annual meeting of the members from the membership of the Association and shall hold office until their successors shall have been elected and shall have qualified.

(b) The members shall elect ten (10) Directors from among members actually residing and growing cotton in the respective district from elected.

These districts shall be determined by the Directors of the Association by majority vote within ten days after incorporation; and thereafter, annually, at least twenty days prior to the Primary Meetings, the Board of Directors shall change the said Districts and representation thereof, so as to maintain at all times fair and equitable representation of the cotton production included in the membership of each of the districts, without dividing counties.

(c) One Director shall be a person nominated in writing by the President of the Board of Agriculture of Oklahoma and when elected he shall have full authority as a Director, representing, primarily, the interest of the general public in the conduct of the Association.

If the person so nominated be not a member of the Association, he shall attend meetings of the Board and participate in all discussions as an advisory Director, but shall not be qualified to vote as a Director, in accordance with the laws of Oklahoma. He may be a member of the Executive Committee.

VACANCIES

Section 3. Vacancies in the Board of Directors shall be filled by the other Directors in office; and such new Directors shall hold office until the election of their successors by the members.

In filling any vacancy in the Board of Directors, the Directors shall select a member actually residing and growing cotton in the district whose representation is missing.

Any Director who ceases to be a member or who violates any contract with this Association in any particular, shall cease to be a member of the Board as soon as a majority thereof pass a resolution to such effect.

FIRST MEETING OF DIRECTORS

Section 4. Immediately after each election of Directors, the newly elected Directors shall hold a regular meeting and organize by the election of a President, a Vice-President, a Secretary and Treasurer and transact any other business. Such officers shall hold office for one year and until their successors are elected and take office. Notice of such meeting is hereby dispensed with.

REGULAR MEETINGS

Section 5. In addition to the first meeting mentioned above, a regular meeting of the Board of Directors shall be held monthly at such time and place as the Board may determine.

NOTICE OF REGULAR MEETING OF DIRECTORS

Section 6. Notice of the regular meeting of the Directors shall be mailed to each Director at his last known address at least three (3) days prior to the time of such meeting.

SPECIAL MEETINGS

Section 7. A special meeting of the Board of Directors shall be held whenever called by the President or by a majority of the Directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the Secretary, and shall state the time and place of such meeting.

NOTICE OF SPECIAL MEETING

Section 8. Notice of each special meeting of the Directors shall be mailed to each Director, at his last known address at least three (3) days prior to the time of such meeting.

QUORUM

Section 9. Six (6) Directors shall constitute a quorum of the Board at all meetings.

COMPENSATION

Section 10. The Directors shall receive no compensation for their services as Directors other than reimbursement for railroad fares actually expended by them in attending the meetings of the Board of Directors, and any other necessary traveling expenses and a per diem of \$10.00 per day for each day necessary for traveling to and from and for attendance at meetings.

The Directors may, in their discretion, provide reasonable compensation for the members of the Executive Committees of the Board.

ARTICLE III.

POWER OF DIRECTORS

The Directors shall have the Power:

1. To conduct, manage and control the affairs and business of the Association; and to make rules and regulations for the guidance of the officers and management of its affairs.
2. To appoint and remove, at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require from them, if advisable, security for faithful service;
3. To call special meeting of the members when they deem it necessary; and they must call a meeting at any time upon the written request of one-third of the members;
4. To make and enter into agreements with spinners, exporters or others for the sale, marketing or consignment of the cotton grown by members of the Association or the products therefrom;

5. To carry out the marketing contracts of the Association and Growers, in every way advantageous to the Association representing the Growers collectively;

6. To select one or more banks to act as depository of the funds of the Association and to determine the manner of receiving, depositing and disbursing the funds of the Association and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing said checks and the form thereof at will.

ARTICLE IV.

DUTIES OF DIRECTORS

It shall be the duty of the Board of Directors:

1. To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular annual meetings of the members, showing in detail the condition of the affairs of the Association.

2. To supervise all officers, agents and employees and see that their duties are properly performed;

3. To cause to be issued appropriate certificates of membership;

4. To install such system of bookkeeping and auditing that each member may know and be advised from time to time fully concerning the receipts and disbursements of the Association.

ARTICLE V.

The officers of the Association shall be a President, a Vice-President, Secretary and Treasurer, together with any other administrative officers, whom the Board of Directors may see fit in its discretion to provide for by resolution entered upon its minutes.

The Board may appoint assistant secretaries, in its discretion,

and may delegate to them any or all of the duties of the Secretary hereunder or any other duties.

The compensation and tenure of all officers shall be fixed by the Board of Directors.

The Secretary and Treasurer need not be a member of the Board.

ARTICLE VI.

THE PRESIDENT

If at any time the President shall be unable to act, the Vice-President shall take his place and perform his duties, and if the Vice-President shall be unable to act, the Board shall appoint a Director to do so. The President or such Vice-President or Director shall:

1. Preside over all meetings of members and Directors;
2. Subject to the advice of the Directors, direct the affairs of the Association;
3. Call the Directors together whenever necessary;
4. Sign, as President, all certificates of membership, and all contracts, notes and other instruments when so directed by the Board of Directors.
5. Discharge such other duties as may be required of him by these by-laws or by the Board of Directors.

ARTICLE VII.

SECRETARY AND TREASURER

It shall be the duty of the Secretary:

1. To keep a record of the proceedings of the meetings of the Board of Directors and of the members;
2. To keep the corporate seal and the book of blank membership certificates; fill up and countersign all certificates issued and affix said corporate seal to all papers requiring a seal;

3. To keep a proper membership book, showing the name of each member of the Association, the number of his membership certificate, and date of issuance, surrender, cancellation, forfeiture or transfer;

4. To receive and deposit all funds of the Association to be paid out only on check drawn as hereinbefore provided and account for all receipts, disbursements, and balances on hand;

5. To furnish a bond in such form and in such amount as the Board of Directors may from time to time require;

6. To execute and sign all contracts; notes, papers, and documents as secretary;

7. To act as Secretary of the Executive Committee.

8. To discharge such other duties as pertain to his office or may be prescribed by the Board of Directors.

9. It shall be the duty of the Treasurer to take general charge of the funds of the Association as directed by the Board of Directors.

ARTICLE VIII.

EXECUTIVE COMMITTEE

The Board of Directors shall appoint an Executive Committee of five members from among its members; determine its tenure of office and its powers and duties. The President shall be ex-officio a member of the said Executive Committee.

The Executive Committee shall have such duties and powers as may from time to time be prescribed by the Board of Directors and these duties and powers may be all of the duties and powers of the said Board of Directors, subject to the general approval and control of the Board of Directors.

ARTICLE IX.

The Board of Directors may appoint an Auditing Committee from among its members, determine the number of its members and its tenure of office. The Board may prescribe rules and regulations with reference to the manner and form in which claims shall be presented against the Association and the manner of auditing the same, and in lieu of such action by the Board, the Auditing Committee may prescribe rules and regulations with reference to its meetings and procedure, a semi-annual audit shall be made by a certified public accountant and an annual report shall be filed by him with the Board of Directors prior to the annual meeting.

ARTICLE X.

ADVISORY COMMITTEES AND LOCAL BRANCH

(a) The Board of Directors of the Association may create Advisory Committees of members in the various districts of Oklahoma. The Directors shall designate the districts and the number of members for each such Advisory Committee and the method of selecting the members thereof or the Board of Directors may itself select and appoint the members thereof. The Board of Directors shall determine the term, duties, functions, and privileges of such Advisory Committees.

(b) Informal local branches of the Association shall be created and maintained in every district and central locality. Each branch shall have its own officers, who may attend meetings of the Board of Directors and act in Advisory capacity.

ARTICLE XI.

BOOKS AND PAPERS

The books of the Association and such papers as may be placed on file by vote of the members or Directors, shall at all times during

business hours, be subject to the inspection of the Board and of any member or his representative, duly authorized in writing.

ARTICLE XII.

MEETING OF MEMBERS

REGULAR MEETINGS

Section 1. A regular meeting of the members shall be held at the office of the Association at eleven o'clock a.m., on the fourth Monday in May of each year, for the purposes of electing a Board of Directors and transacting such other business as may come before the meeting.

SPECIAL MEETINGS

Section 2. Except where otherwise prescribed by law or elsewhere in these by-laws, a special meeting of the members may be called at any time by the President or by a majority of the Board of Directors or by one-third of the membership. Each such call shall be in writing and shall state the time, place and the purposes of such meeting. No business shall be transacted at a special meeting other than as is stated in the purposes for the call.

NOTICE OF REGULAR MEETING

Section 4. Notice of each special meeting shall be given by mailing to each member a copy of the call for such meeting, as his address shall appear upon the books of the Association, at least ten (10) days prior to the time fixed for such meeting.

QUORUM

Section 5. At any meeting a majority of the members, present in person or represented by proxy, shall constitute a quorum for all purposes, including the election of Directors, except when otherwise provided by law.

Section 6. The members in each district, as specified by the Board of Directors, shall hold a primary election in each district, to be conducted as, where and when specified by the Board of Directors; and shall, through delegates or otherwise, select two (2) names from each district to be voted upon finally by the members for election as the Director to represent each such district.

If unable to attend, members may vote at the Primary Meeting by mail, on a signed ballot prepared under direction of the Board of Directors.

The first election of permanent Directors shall be held within thirty (30) days after incorporation of the Association and thereafter the Directors shall be elected at the Annual Meeting to be held on the fourth Monday in May of each year.

The Board of Directors shall prepare a form of proxy under which the voters in each district may authorize a member, or members, to be suggested by the Board of Directors, to act as their proxy to cast their votes for the nominee whom they desire to elect as Director from the respective districts; and the proxies shall carry out the instructions of the members and cast the ballots accordingly.

ARTICLE XIII.

GENERAL PROVISIONS CONCERNING MEMBERS

NOT A PROFIT CORPORATION

(a) This Association is organized for the purpose of mutual help, without capital stock, and for the purpose of serving its members only and providing all of its facilities to them upon uniform rules and regulations to be prescribed by the Board of Directors of the Association.

MEMBERS--WHO ELIGIBLE

(b) Any person, firm or corporation or a manager or officer of any corporation or a member of any firm engaged in the production of cotton,

may be admitted to the Association and shall have voting power and property rights therein on the same basis as all other members in accordance with the general rules herein stated. All members agree to abide by all of the rules, resolutions and by-laws of the Association with reference to the handling and marketing of their cotton or cotton products. All members will sign standard marketing agreements, from time to time, covering the cotton or cotton products produced by or for them, when and as such agreements are approved by the Board of Directors and presented to the members for signature and acceptance.

The present cotton marketing agreement is attached hereto and made a part hereof.

All members shall be bound by all the terms of any such agreements.

MEMBERSHIP CERTIFICATES

(c) This Association shall issue a certificate of membership to each member who has signed a marketing agreement in such form as may be provided by the Directors but said membership shall not, nor shall said certificate thereof, be assigned by said member to any other person, nor shall a purchaser at execution sale or any other person who may succeed by operation of law or otherwise to the property interests of a member, be entitled to membership or to become a member of the Association by virtue of such transfer. The Board of Directors of the Association may, however, consent to any assignment and transfer and the acceptance of the assignee or transferee as a member of the Association. The Board will establish reasonable rules and regulations authorizing the acceptance of a transferee and recognizing as a member the purchaser of a member's land or lease, who acquires such member's membership certificate after signing a marketing agreement; and determine the condition under which the executor or administrator of a deceased member may continue

as a member representing such deceased member; and the requirements for the issuance and transfer of an appropriate membership certificate to the successor or successors in interest of such member's land or lease and likewise the conditions for transfer of rights and certificates to a purchaser at execution sale and any successor by operation of law.

MEMBER TO MARKET OUTPUT IN ACCORDANCE WITH RULES
OF THE ASSOCIATION

(d) No person shall be or remain a member of this Association unless he is and remains qualified as provided in Sub-division (b) of Article XIII, hereof, nor unless he shall market all cotton grown or owned by him in compliance with all the terms and provisions of the marketing agreements referred to in Sub-division (b) of Article XIII, hereof and then in force; but no such person shall cease to be a member hereof unless and until the Board of Directors by a majority vote, passes a specific resolution to that effect.

If any member shall cease, fail, neglect or refuse for any reason whatsoever to market all or any of the cotton owned or grown by him as provided by the said marketing agreements, then the Board of Directors may cancel his membership and his certificate and expel him from membership in this Association; and all of his rights and interest therein shall by that act be cancelled and such member shall be entitled only to payment, as provided by law, of the equitably appraised cash value of his interest in the property of the Association.

The expulsion of any member or any penalty imposed upon him for the breach of any of these by-laws shall be separate from and in addition to the provisions of the standard marketing agreements in reference to liquidated damages or other remedies. It is expressly understood that the Association may exercise any rights whatsoever under the said stand-

ard marketing agreements for a branch of such agreements and in addition impose any penalty set forth in these by-laws for the express violation of a by-law.

VOTING POWER OF MEMBERS

(e) The voting power of the members of this Association shall be equal; and each and every member hereof shall have one vote.

PROPERTY RIGHTS AND INTERESTS

(f) The property rights and interests of each member in the property of the Association shall be equal; and each and every member hereof shall have one unit of property rights and interests.

(g) The Association, by action of the Board of Directors, shall have the full right to purchase the full interest of any member in the property or other rights of the Association, at the book value thereof, whenever in the judgment of the said Board, it is essential to the interests of the Association so to do; and the statement of book value thereof by the Board of Directors shall be conclusive. Any member whose rights are so purchased shall cease to be a member of the Association and his membership certificate shall thereupon be cancelled.

NEW MEMBERS

(h) Any person, firm or corporation or a manager or officer of any corporation or a member of any firm engaged in the production of cotton may be admitted to the Association and shall have voting power and property rights therein on the same basis as all other members, in accordance with the general rules hereinabove stated.

BOARD TO ESTABLISH STANDARDS AND GRADES

(i) The Board of Directors shall have the power to establish and to revise and amend, from time to time, rules and regulations by which each member shall be governed with reference to the proper handling,

classifying and shipping of cotton to secure a proper grading and standard of quality.

MEMBERSHIP OR ENTRANCE FEE

(j) Every person shall pay to the Association upon entering the Association, a membership fee, due and payable upon entrance, of Ten (\$10.00) Dollars.

If the said entrance fee is not actually paid when due, it shall be charged against the account of the member and be deducted from his net returns under the standard marketing agreements and these by-laws.

EXPENSE OF MAINTAINING ORGANIZATION

(k) All expense of maintaining the Association including among other things, rent, salaries, taxes, insurance, office and inspection expense, building reserves, marketing and all other expenses, shall be met so far as possible from the membership fees and thereafter from the charge provided in the marketing agreements.

Any surplus over and above the actual expenditures and obligations of the Association shall be conclusively presumed to be a surplus arising out of the costs or charges referred to in paragraph five (5) of the Standard Marketing Agreements.

(l) The members shall not be liable for debts of this Corporation, except to the extent of any unpaid portion of their entrance or membership fees herein.

PENALTIES

(m) In the event that any member knowingly violates any of these by-laws, he shall be liable to the Association for the payment of a penalty of fifty (\$50.00) Dollars for each and every such violation.

Such penalties shall be imposed only by affirmative vote of at least

seven of the Directors and shall be in addition to any other punishments or penalties under these by-laws and in addition to any rights, vested in the Association under the Standard Marketing Agreements for any violation thereof.

POOLS

(n) The Board of Directors of this Association will provide for separate pools in the marketing of cotton by grade, quality, character, staple, length or other commercial classification.

All returns to the members of this Association shall be based on the net proceeds from each of the said pools less all charges provided in the marketing agreement, and by-laws of this Association, depending on their individual deliveries to each of the said pools; and all such payments shall be made as and when and in such percentages or proportions as the Board of Directors may deem advisable.

Prior to actual distribution to the grower-members, the Board of Directors of the Association will be authorized to use any of the funds in the possession of the Association or any property or rights of the Association for any of the purposes or activities of the Association within the general provisions of Article Second of the Articles of Incorporation.

PROVISIONS FOR LIQUIDATED DAMAGES

(o) Each member agrees to market the cotton grown or owned by him, in accordance with the provisions of the standard marketing agreement; and each member admits that it would be extremely difficult and impracticable to fix the amount of damages which the Association or its members would suffer if he should neglect, refuse or fail to keep and perform the terms, conditions and agreements herein and in his marketing agreements contained as to such marketing; and therefore it is

expressly understood and agreed by and between each of the members of the Association, including any persons hereafter becoming members and acknowledging notice and acceptance of these by-laws; and if he shall refuse, neglect or fail to market his cotton through the facilities and in the manner provided by the Association and in accordance with the terms of the agreements, such member shall pay to the Association as liquidated damages, upon demand of the Association, the sums set forth in the said marketing agreement.

ARTICLE XIV.

PROXIES

Any member shall be permitted to vote at any meeting by proxy, which proxy shall be in writing, executed by the member in the manner and form required or permitted by law.

ARTICLE XV.

MANAGER

The Board of Directors may, in its discretion, appoint a Manager, who shall hold office at the pleasure of and on terms and conditions set by the Board of Directors. Any Director, officer or other person may be elected to serve as Manager. The Manager shall perform such duties as may be directed by the Board of Directors.

ARTICLE XVI.

BORROWING MONEY

The Association shall have the power, by affirmative vote of at least six Directors, to borrow money for any corporate purpose on open account or upon any assets of the Association or on any property of members in its possession or upon any accounts thereof or any property not yet distributed to the members, in such amounts and upon such terms

and conditions as may, from time to time, seem to the Board of Directors advisable or necessary.

ARTICLE XVII.

Any officer or stockholder or member of any corporation or firm which has signed the Marketing Agreement of the Association and has become a member thereof shall be eligible as a Director of the Association; and for this purpose a membership certificate may be issued in the name of any such individual to be charged against or credited to the account of the corporation or firm of which he is an officer, stockholder, manager, or member, upon the written request of such corporation or firm.

When any such individual ceases to be a Director of the Association such membership certificate or all of the rights and interests represented thereby, shall be transferred again to the said corporation or firm represented by such person.

ARTICLE XVIII.

AMENDMENTS

These By-Laws may be altered or amended at any annual meeting of the members or at any other meeting of the members called for that purpose by the Directors by a vote representing a majority of all the members. The written assent of two-thirds ($2/3$) of the members shall be effectual to repeal or amend any By-Laws or to adopt additional By-Laws without any meeting.

ARTICLE XIX.

The seal of the Association shall contain these words and figures:

"Oklahoma Cotton Growers Association, Incorporated 1921," in circular form.

CERTIFICATE OF DIRECTORS AND SECRETARY
AS TO ADOPTION OF BY-LAWS OF
THE OKLAHOMA COTTON GROWERS ASSOCIATION

We, the undersigned, constituting all of the members of the Board of Directors and the Secretary of Oklahoma Cotton Growers Association a corporation, without capital stock and not organized for profit, do hereby certify that the above and foregoing By-Laws were duly adopted as the By-Laws of said Association on the 26th day of April, 1921, by the written assent of all of the members of said Association, namely; eleven (11) members out of a total of eleven (11) members, and that such By-Laws do now constitute the official By-Laws of said Association.

In Witness Whereof, we have hereunto subscribed our names and affixed the seal of said Association this 26th day of April, 1921.

Walter Colbert
R. C. Kennedy
W. J. Whiteman
Ben Crawford
J. P. Connors
A. G. Henson

Carl Williams
P. W. Vaught
D. C. Nixon
W. L. Biggs
Geo. Bishop

Directors of Oklahoma Cotton Growers Association.

ATTEST:

C. L. STEALEY, Secretary.

CERTIFICATE AND WRITTEN CONSENT OF MEMBERS
TO THE ADOPTION OF
OKLAHOMA COTTON GROWERS ASSOCIATION

We, the undersigned, each of whom is a member of Oklahoma Cotton Growers Association, together being and constituting all of the members thereof, do hereby assent to the foregoing By-Laws and do adopt the same as the By-Laws of said Association; and do further certify and declare

that we have and that each of us has read the said By-Laws, and do now agree to be bound by each of the contracts and agreements therein contained.

In Witness Whereof, we have subscribed our names this 26th day of April, 1921.

Walter Colbert
R. C. Kennedy
W. J. Whiteman
Ben Crawford
J. P. Connors
A. G. Henson

Carl Williams
P. W. Vaught
D. C. Nixon
W. L. Biggs
Geo. Bishop

Being all of the members of the Oklahoma Cotton Growers Association.

ARTICLES OF INCORPORATION
OF
OKLAHOMA COTTON COOPERATIVE ASSOCIATION

We, the undersigned, all of whom are residents and citizens of the State of Oklahoma, engaged in the production of agricultural products, do hereby voluntarily associate ourselves together for the purpose of forming a cooperative marketing association, without capital stock, under the provisions of the Cooperative Marketing Association Act of the State of Oklahoma. (Article 9, Chapter 38, Session of Laws 1937.)

ARTICLE I.

The name of this Association shall be Oklahoma Cotton Cooperative Association.

ARTICLE II.

The purpose for which this Association is to be formed are:

(a) To engage in any activity in connection with the marketing or selling of agricultural products, or with the harvesting, preserving, drying, processing, blending, canning, packing, grading, storing, warehousing, handling, shipping, or utilizing such products; or in connection with the manufacturing, marketing, selling or supplying of the by-products thereof or the manufacturing, selling, or supplying of machinery, equipment, feed, fertilizer, seeds, or buying and selling oil, gasoline or other supplies; or in the financing of any of the above enumerated activities or in performing or furnishing business or educational services on a cooperative basis for those engaged in agriculture

as bona fide producers of agricultural products or in any one or more of the activities specified herein.

(b) To act as an agency for or subsidiary of or to assist cooperative associations formed under this Act or similar Acts in any one or more of the above mentioned activities; to act as a holding corporation of the properties of such associations.

(c) To make all necessary and proper contracts and agreements with any other association formed in this or any other state, or in connection with any other association in this or any other state, or unite in employing and using, or separately to employ and use the same methods, means, and agencies which may be used by another association for carrying on and conducting the respective businesses of such association.

(d) To act as the agent or representative of any member or members in any lawful activity.

(e) To make loans or advances to members or producers patrons or to the members of an association which is itself a member; to accept any kind, form or type of obligation or security, therefore to purchase, endorse, discount or sell any note, draft, bill of exchange, debenture, bill of sale, mortgage or other obligations acquired by it, the proceeds of which have been advanced or used in the first instance for any of the purposes provided for herein; to discount for or purchase from any association, organized under the laws of any state with or without its endorsement, any note, draft, bill of exchange, debenture, bill of sale, mortgage or other obligation the proceeds of which are advanced or used in the first instance for carrying on any cooperative activity authorized under this Act and to dispose of same with or without endorsement. An association organized under this Act and exercising any of the powers provided in this paragraph shall not engage in the business of banking.

(f) To establish and accumulate reserves including a permanent surplus fund as an addition to capital; to invest the reserves either directly or by means of subsidiary or affiliated association or other corporation in real estate or other property for carrying out the purpose of the association, provided no real property investments shall be made except for the purpose of leasing or acquiring title to real property necessary for use in the conduct of the primary business of the association, or the reserves may be deposited or invested in such securities as the by-laws may provide.

(g) To buy, hold and exercise all privileges of ownership over such real or personal property, as may be necessary or convenient for the conduct and operation of any of the business of the association, or incidental thereto.

(h) To borrow money from any source without limitation as to amount of corporate indebtedness or liability, with authority to give any form of obligation or security therefor.

(i) To establish and secure, own and develop patents, trade-marks and copyrights.

(j) To deal in products, handle machinery, equipment, or supplies, or perform services for or on behalf of non-members to an amount not greater in value during any fiscal year than such as are dealt in, handled, or performed by it for, or on behalf of its members during the same period.

(k) To do each and everything necessary, suitable or proper for the accomplishment of any one of the purposes, or the attainment of any one or more of the subjects herein enumerated, or conducive to or expedient for the interests or benefit of the association, and to contract accordingly; and in addition, to exercise and possess all powers, rights,

and privileges necessary or incidental to the purposes for which the association is organized, or the activities in which it is engaged; and in addition any other rights, powers and privileges granted by the laws of this State to ordinary business corporations, except such as are inconsistent with the express provisions of this Act; and to do any such thing anywhere.

ARTICLE III.

The place where the principal business of Oklahoma Cotton Cooperative Association will be transacted is Oklahoma City, Oklahoma County, Oklahoma.

ARTICLE IV.

The term for which Oklahoma Cotton Cooperative Association is to exist is twenty (20) years from and after the date of incorporation.

ARTICLE V.

Oklahoma Cotton Cooperative Association shall be managed by Board of not to exceed sixteen (16) Directors which members may be reduced to not less than five (5) in the manner provided in the by-laws.

The names and addresses of those selected to serve for the first year and until their successors shall have been elected and qualified are:

Name	Address
Henry G. Bennett	Stillwater, Oklahoma
A. E. Bagwell	Blair, Oklahoma
Walter Bryan	Sentinel, Oklahoma
Walter Colbert	Ardmore, Oklahoma
A. F. Duke	Marlow, Oklahoma
Alex S. Foreman	Sallisaw, Oklahoma
W. L. Hutcheson	Frederick, Oklahoma
E. M. Jones	Roosevelt, Oklahoma
Geo. W. Moncrief	Canadian, Oklahoma
D. C. Nixon	Ft. Cobb, Oklahoma
J. G. H. Windle	Granite, Oklahoma

ARTICLE VI.

Oklahoma Cotton Cooperative Association shall have no capital stock; but shall admit members into the Association upon the payment of such entrance fees and other uniform conditions as provided by the Board of Directors.

The voting power of the members of this Association shall be equal; and each member shall have one vote only.

Each member shall have one unit of property right only.

ARTICLE VII.

The private property of the members shall not be subjected to the payment of corporate debts; and no member shall be liable for the debts of the Association to any amount exceeding the unpaid balance of his entrance fee.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 5th day of July, 1940.

Names	Addresses
Henry G. Bennett	Stillwater, Oklahoma
A. E. Bagwell	Blair, Oklahoma
Walter Bryan	Sentinel, Oklahoma
Walter Colbert	Ardmore, Oklahoma
A. F. Duke	Marlow, Oklahoma
Alex S. Foreman	Sallisaw, Oklahoma
W. L. Hutcheson	Frederick, Oklahoma
E. M. Jones	Roosevelt, Oklahoma
Geo. W. Moncrief	Canadian, Oklahoma
D. C. Nixon	Ft. Cobb, Oklahoma
J. G. H. Windle	Granite, Oklahoma

STATE OF OKLAHOMA

SS.

COUNTY OF OKLAHOMA

Before me, a Notary Public within and for said County and State, and on this 5th day of July, 1940, personally appeared Henry G. Bennett, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his

free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 5th day of July, 1940.

(SEAL)

VELMA LEE TURNER,
Notary Public, Oklahoma County.

My Commission Expires March 26, 1941.

BY-LAWS
OF
OKLAHOMA COTTON
COOPERATIVE ASSOCIATION

ARTICLE I.

PURPOSES AND POWERS

The purpose for which this Association is formed and the powers which it may exercise are set forth in the Articles of Incorporation of the Association.

ARTICLE II.

DIRECTORS AND OFFICERS

Section 1--NUMBER--The business of the Association shall be controlled by a Board of Directors of eleven (11) members of this Association.

Section 2--ELECTION OF DIRECTORS--The members shall elect ten (10) directors from among members actually residing and growing cotton in the respective district from which elected.

2. (b) At the first annual meeting of the members of this Association directors shall be elected to succeed the incorporating directors; four (4) directors shall be elected for 1 year; three (3) directors for 2 years; and three (3) directors for 3 years, and thereafter each director shall be elected for 3 years. Directors shall hold office until their successors have been elected and qualified and have entered upon the discharge of their duties. No person shall be eligible for the office of director if he is in competition with or is affiliated with any enterprise that is in competition with the Association and if a majority of the Board of Directors of the Association finds at any time following

a hearing that any director is so engaged or affiliated he shall thereupon cease to be a director.

2. (c) Within ninety (90) days after incorporation, the Board of Directors shall equitably district the territory represented by the membership of the Association and may thereafter within sixty (60) days prior to each annual meeting, equitably re-district the territory. The Board of Directors shall provide primary elections in each district in which a vacancy will occur, for the purpose of permitting the members to nominate from among their number, persons to be voted upon as Directors of the Association at the annual meeting of the members, and the Board of Directors shall make rules and regulations pertaining thereto which shall be observed by the members; the name of such nominee or nominees shall be forwarded to the Association and it shall cause written ballots to be prepared and mailed to each member in said district, which said ballot, when voted and mailed before midnight of Saturday before the annual meeting shall be counted, and the nominee receiving the greatest number of votes from said district shall be declared elected at the annual meeting of the members. Participation in such meetings, in person or by mail ballot, shall be included in attendance in calculating the quorum for the annual meeting.

2. (d) One director shall be a person nominated in writing by the President of the Board of Agriculture of Oklahoma, and when selected he shall have full authority as a director, representing primarily the interest of the general public in the conduct of the Association. If the person so nominated be not a member of the Association, he shall attend meetings of the Board and participate in all discussions as an advisory director, but shall not be qualified to vote as a director, in accordance

with the laws of Oklahoma. He may be a member of the Executive Committee.

Section 3. ELECTION OF OFFICERS--The Board of Directors shall meet within thirty (30) days after the first election and within thirty (30) days after each annual election and shall elect by ballot a president, vice-president, secretary and treasurer (or a secretary-treasurer), each of whom shall hold office until the election and qualification of his successor unless earlier removed by death, resignation, or for cause. The president and vice-president only need be members of the Board of Directors.

Section 4. VACANCIES--Whenever a vacancy occurs in the Board of Directors, other than from the expiration of a term of office, the remaining directors shall appoint a member to fill the vacancy for the unexpired term.

Section 5. BOARD MEETINGS--In addition to the meetings mentioned above, regular meetings of the Board of Directors shall be held quarterly, or at such other times and at such places as the Board may determine.

Section 6. SPECIAL MEETINGS--A special meeting of the Board of Directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of such meeting.

Section 7. NOTICE OF BOARD MEETINGS--Notice of the regular or special meetings of the directors shall be mailed to each director at least three (3) days prior to the time of such meeting.

Section 8. COMPENSATION--The Directors and the members of the executive committee of the Board shall receive no compensation for their

services as such, other than reimbursement for traveling expenses actually expended by them in attending the meetings of the Board of Directors of the Executive Committee, and a per diem of not to exceed ten (\$10.00) dollars for each day spent in actual attendance and traveling.

The directors may, in their discretion, provide a reasonable compensation for the president and the secretary.

Section 9. QUORUM--A majority of the Board of Directors shall constitute a quorum at any meeting of the Board.

ARTICLE III.

Section 1. MANAGEMENT OF BUSINESS--The Board of Directors shall have general supervision and control of the business and the affairs of the Association and shall make all rules and regulations not inconsistent with laws or with these by-laws for the management of the business and the guidance of the members, officers, employees and agents of the Association. They shall have installed an accounting system which shall be adequate to the requirements of the business, and it shall be their duty to require proper records to be kept of all business transactions.

Section 2. EMPLOYMENT OF MANAGER--The Board of Directors shall have power to employ or to authorize the employment of a manager and such other employees as may be deemed necessary and to fix their compensation. The manager shall have charge of the business of the Association under the direction of the Board of Directors. No director shall serve as manager.

Section 3. BONDS AND INSURANCE--The Board of Directors shall require the manager and all other officers, agents and employees charged by the Association with responsibility for the custody of any of its funds or negotiable instruments to give adequate bonds. Such bonds, unless cash

security is given, shall be furnished by a responsible bonding company and approved by the Board of Directors, and the cost thereof shall be paid by the Association. The Board of Directors shall provide for the adequate insurance of the property of the Association, or property which may be in the possession of the Association, or stored by it, and not otherwise adequately insured, and in addition adequate insurance covering liability for accidents to all employees and the public.

Section 4. AUDITS--At least once in each year the Board of Directors shall secure the services of a competent and disinterested public auditor or accountant, who shall make a careful audit of the books and accounts of the Association and render a report in writing thereon.

Section 5. AGREEMENTS WITH MEMBERS--The Board of Directors shall have the power to carry out all agreements of the Association with its members in every way advantageous to the Association representing the members collectively.

Section 6. DEPOSITORY--The Board of Directors shall have the power to select one or more banks to act as depositories of the funds of the Association and to determine the manner of receiving, depositing, and disbursing the funds of the Association and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will.

ARTICLE IV.

DUTIES OF OFFICERS

Section 1. DUTIES OF PRESIDENT--The president shall (1) preside over all meetings of the Association and of the Board of Directors, (2) call special meetings of the Board of Directors, (3) perform all acts

and duties usually performed by an executive and presiding officer, and (4) sign all papers of the Association as he may be authorized or directed to sign by the Board of Directors; provided, however, that the Board of Directors may authorize any person to sign any or all checks, contracts and other instruments in writing on behalf of the Association. The president shall perform such other duties as may be prescribed by the Board of Directors.

Section 2. DUTIES OF VICE-PRESIDENT--In the absence or disability of the president, the vice-president shall perform the duties of the president; provided, however, that in case of death, resignation, or disability of the president, the Board of Directors may declare the office vacant and elect his successor.

Section 3. DUTIES OF SECRETARY--The secretary shall keep a complete record of all meetings of the Association and of the Board of Directors and shall have general charge and supervision of the books and records of the Association. He shall sign all certificates with the president and such other papers pertaining to the Association as he may be authorized or directed to sign by the Board of Directors. He shall make a full report of all matters and business pertaining to his office to the members at the annual meeting. He shall keep the corporate seal and affix the corporate seal to all papers requiring a seal. He shall act as secretary of the executive committee. He shall make all reports required by law and shall perform such other duties as may be required of him by the Association or the Board of Directors. Upon the election of his successor, the Secretary shall turn over to him all books and other property belonging to the Association that he may have in his possession.

Section 4. TREASURER--The treasurer shall perform such duties with

respect to the finances of the Association as may be prescribed by the Board of Directors.

ARTICLE V.

EXECUTIVE COMMITTEE

Section 1. POWERS AND DUTIES--The Board of Directors may in their discretion appoint from their own membership an Executive Committee of three (3) members, determine their tenure of office and their powers and duties. The Executive Committee shall have such powers and duties as may, from time to time, be prescribed by the Board of Directors and these duties and powers shall be all of the duties and powers of the said Board of Directors, subject to the general direction, approval and control of the Board of Directors. Copies of the minutes of any meeting of the Executive Committee shall be mailed to all directors within seven (7) days following such meetings.

ARTICLE VI.

DUTIES OF MANAGER

Section 1. IN GENERAL--Under the direction of the Board of Directors, the manager shall have general charge of the ordinary and usual business operations of the Association, including the purchasing, marketing and handling of all products and supplies handled by the Association. He shall, as far as practicable, endeavor to conduct the business in such a manner that the members will receive just and fair treatment. The manager shall deposit all money belonging to the Association which comes into his possession in the name of the Association in a bank selected by the Board of Directors and if authorized to do so by the Board of Directors shall make all disbursements by check therefrom for the ordinary and necessary expenses of the business in the manner and

form prescribed by the Board of Directors. Upon the appointment of his successor, the manager shall deliver to him all money and property belonging to the Association which he has in his possession or over which he has control.

Section 2. DUTY TO ACCOUNT--The manager shall be required to maintain his records and accounts in such a manner that the true and correct condition of the business may be ascertained therefrom at any time. He shall render annual and periodical statements in the form and in the manner prescribed by the Board of Directors. He shall carefully preserve all books, documents, correspondence and records of whatever kind pertaining to the business which may come into his possession.

Section 3. CONTROL OF EMPLOYEES--Subject to the approval of the Board of Directors, the manager shall employ, supervise, and dismiss all agents and employees of the Association not specifically employed by the Board of Directors.

ARTICLE VII.

MEMBERS

Section 1. QUALIFICATIONS--Any person, firm or corporation or a manager or officer of any corporation or a member of any firm engaged in the production of cotton or any cooperative gin association or any cooperative marketing association organized under the cooperative laws of the State of Oklahoma, may be admitted to the Association and shall have voting power and property rights therein on the same basis as all other members in accordance with the general rules herein stated. All members agree to abide by all of the rules, regulations and by-laws of the Association with reference to the handling and marketing of their cotton or cotton products. All members will sign standard marketing agreements, from time

to time, covering the cotton or cotton products produced by or for them, when and as such agreements are approved by the Board of Directors and presented to the members for signature and acceptance.

Section 2. SUSPENSION OR TERMINATION--If, following a hearing, the Board of Directors shall find that a member has ceased to be a producer or a patron, or has moved out of the territory in which the Association is operating, they may suspend his rights as a member or terminate his membership. Upon termination of membership in the Association all of the rights and interest of such member in the Association shall be that act be cancelled, and such members shall be entitled only to payment or credit for the equitable appraised value of his property rights and interests in the Association, as conclusively determined by the Board of Directors.

ARTICLE VIII.

BORROWING MONEY

Section 1. The Association shall have the power, by affirmative vote of at least a majority of the Board of Directors, to borrow money for any corporate purpose on open account or upon any assets of the Association or on any property of members in its possession or upon any accounts thereof or any property not yet distributed to the members, in such amounts and upon such terms and conditions as may, from time to time, seem to the Board of Directors advisable or necessary.

ARTICLE IX.

REVOLVING CAPITAL

Section 1. The Association is authorized to issue and sell to members and others revolving-fund certificates, of a character hereafter described, for the purpose of raising capital funds with which to engage in business, and in order to further the cooperative character of this

Association and provide a means whereby its current and active member and non-member patrons will finance the Association thereafter, the Association is authorized to issue revolving-fund certificates evidencing deductions made pursuant to agreements with its patrons and/or patronage dividends, which are, in whole or in part, so paid, at the end of each fiscal year. Funds evidenced by the issue of such certificates shall be used for creating a revolving fund for the purpose of building up such an amount of capital as may be deemed necessary by the Board of Directors from time to time and for revolving such capital, and such fund or funds derived from any other source, shall, when, in the opinion of the Board of Directors of the Association such funds are not necessary for the proper financing of the operations of the Association, be devoted to the refunding of the oldest outstanding revolving-fund certificates. Such certificates may contain such terms and conditions not inconsistent herewith as may be prescribed from time to time by the Board of Directors of the Association. Such certificates shall be issued in annual series, each certificate in each series upon its face being identified by the year in which it is issued; and each series shall be retired fully or on a pro-rata basis, only at the discretion of the Board of Directors of the Association, in the order of issuance by years as funds are available for that purpose. Such revolving-fund certificates shall bear such rates of interest and only such rates of interest (in no event to exceed 6 per cent per annum) as the Board of Directors of the Association in its sole discretion may from time to time prescribe without any obligation on the part of the Board of Directors and the Association to pay interest on such certificates. A record of all holders of revolving-fund certificates shall be kept and maintained by the Association and such certificates shall be

transferable only on the books of the Association and no transfer of certificates shall be binding upon the Association unless so transferred. All other debts of the Association, both secured and unsecured, shall be entitled to priority over all outstanding revolving-fund certificates. Upon the dissolution or winding up of the Association in any manner, after the payment of all other debts, all outstanding revolving-fund certificates shall be retired in full or on a pro-rata basis without priority before any liquidation dividends are declared on membership certificates or on account of property interests.

Section 2. CONTINGENCY RESERVES---Reserves which are not evidenced by revolving-fund certificate shall be called contingency reserves. The books and records of the Association shall be kept in such a manner, by years, that the amount carried to contingency reserves accruing from patronage of each member and non-member patron of the Association may be ascertained at any time. Whenever in a given year the operation of the Association results in a net loss, such loss, to the extent that contingency reserves are available, shall be charged against the same and they shall thereby be reduced accordingly. The Board of Directors shall prescribe the basis on which the contingency reserve contributions of patrons by years shall be reduced on account of any such loss, so that it will be borne by the patrons on as equitable a basis as the Board of Directors find practicable. Whenever in the discretion of the Board of Directors the contingency reserves are found to be in excess of the amount deemed reasonably necessary for the sound financial operations of the Association, such excess shall be applied to paying off ratably, by years, the oldest unexhausted contingency reserve contribution of members. Upon the dissolution or winding up the Association in any manner, after the

payment of all debts, including revolving-fund certificates, any contingency reserves remaining shall be distributed ratably to the patrons on an equitable basis.

ARTICLE X.

MEETINGS

Section 1. FISCAL YEAR--The fiscal year of this Association shall commence on the first day of July and end on the last day of June of the following year.

Section 2. ANNUAL MEETING--The annual meeting of the members of this Association shall be held in the town of Oklahoma City, State of Oklahoma, at 10:00 o'clock A. M., on the fourth (4th) Monday in May of each year or on any date which the Board of Directors shall designate at least thirty (30) days in advance of the date specified above.

Section 3. SPECIAL MEETINGS--Special meetings of the members of the Association may be called at any time by order of the Board of Directors, and may be called at any time upon the written request of at least twenty (20) percent of the members. The request shall state the time, place and object of the meeting.

Section 4. NOTICE OF MEETINGS--Written or printed notice of every regular and special meeting of members shall be prepared and mailed to the last known post office address of each member not less than ten (10) days before such meeting. Such notice shall state the object or objects thereof and the time and place of meeting, and in the discretion of the Board of Directors, may be given by publishing the same at least thirty (30) days prior to the date of the meeting in a newspaper of general circulation published in the town where the principal place of business of the Association is located. No business shall be transacted at special

meetings other than that referred to in the call.

Section 5. ABSENTEE VOTING--Voting by proxy shall not be permitted.

Section 6. QUORUM--At any meeting the members present, in person or voting by mail, shall constitute a quorum for all purposes except when otherwise provided by law. The voting powers of the members shall be equal, and each member shall have one vote only.

Section 7. ORDER OF BUSINESS--The order of business at the annual meeting shall be:

- (1) Roll Call.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of minutes.
- (4) Annual reports of officers and committees.
- (5) Election of directors.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

ARTICLE XI.

MISCELLANEOUS PROVISIONS

Section 1. By majority vote of the Board of Directors, the Association may become a member or stockholder of any cooperative association organized in this or any other state.

Section 2. The private property of the members or directors shall not be subjected to the payment of corporate debts; and no member or director shall be liable for the debts of the Association to any amount exceeding the unpaid balance of his entrance fee.

Section 3. SEAL--The seal of the Association shall contain these words and figures: "Oklahoma Cotton Cooperative Association, Incorporated, 1940" in circular form, the impress of which is placed hereon.

ARTICLE XII.

AMENDMENTS

If notice of the character of the amendments proposed has been given in the notice of a meeting, these by-laws may be altered or amended at any regular or special meeting of the members by the affirmative vote of three-fourths or more of the members present.

We, the undersigned, being all of the incorporators and stockholders of the Oklahoma Cotton Cooperative Association, do hereby assent to the foregoing By-laws and do adopt the same as the By-laws of said Association; and in witness whereof, we have hereunto subscribed our names, this 29th day of July, 1940.

A. E. BAGWELL

J. G. H. WINDLE

W. L. HUTCHESON

E. M. JONES

WALTER BRYAN

A. F. DUKE

WALTER COLBERT

GEO. W. MONCRIEF

ALEX S. FOREMAN

D. C. NIXON

HENRY G. BENNETT

AMENDMENT

June 26, 1943

BY-LAWS

ARTICLE XII.

PAGE 18

If notice of the character of the amendment proposed has been given in the notice of a meeting, these by-laws may be altered or amended at any regular or special meeting of the Directors by the affirmative vote of two-thirds or more of the Directors.

* * *

I, the undersigned, Secretary of Oklahoma Cotton Cooperative Association, a corporation duly organized under the laws of the State of Oklahoma, do hereby certify that the foregoing is a true and correct copy of Articles of Incorporation and By-laws as amended by the affirmative vote of all members present in a special membership meeting called by the President of the Association and held June 26, 1943, and have not since been modified or amended.

Witness my hand and the seal of said Corporation this _____ day
of _____, 194__.

Secretary

AMENDMENT

March 27, 1945

BY-LAWS

ARTICLE II.

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2. (d) One Director shall be a person nominated in writing by the Chairman of the Board of Regents of the Oklahoma Agricultural and Mechanical Colleges and approved by the elected members of the Board of Directors of the Association, and when selected he shall have full authority as a Director, representing primarily the interest of the general public in the conduct of the Association. If the person so nominated be not a member of the Association, he shall attend meetings of the Board and participate in all discussions as an advisory Director, but shall not be qualified to vote as a Director, in accordance with the laws of Oklahoma. He may be a member of the Executive Committee

* * *

I, the undersigned, Secretary of Oklahoma Cotton Cooperative Association, a corporation duly organized under the laws of the State of Oklahoma, do hereby certify that the foregoing is a true and correct copy of Articles of Incorporation and By-laws as amended by the affirmative vote of all members of the Board of Directors present in a special meeting called by the President of the Association and held March 27, 1945, and have not since been modified or amended.

Witness my hand and the seal of said corporation this _____ day
of _____, 194__.

Secretary

AMENDMENT

JULY 6, 1945

BY-LAWS

ARTICLE X.

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Section 2. ANNUAL MEETING--The annual meeting of the members of this Association shall be held in the town of Oklahoma City, State of Oklahoma, at 10:00 o'clock A.M., on the fourth (4th) Monday in March of each year, or on any date which the Board of Directors shall designate at least thirty (30) days in advance of the date specified above.

* * *

I, the undersigned, Secretary of Oklahoma Cotton Cooperative Association, a corporation duly organized under the laws of the State of Oklahoma, do hereby certify that the foregoing is a true and correct copy of Articles of Incorporation and By-laws as amended by the affirmative vote of all members present in a special membership meeting called by the President of the Association and held July 6, 1945, and have not since been modified or amended.

Witness my hand and the seal of said corporation this _____ day
of _____, 194__.

Secretary

APPENDIX B

OFFICERS AND DIRECTORS OF THE ASSOCIATION¹

1921-1946

FIRST ELECTION, MAY 23, 1921

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Louis
District No. 2	---H. E. Warlick-----	Mangum
District No. 3	---W. S. Drumm-----	Fredrick
District No. 4	---John A. Willard-----	Fort Cobb
District No. 5	---A. F. Duke-----	Terral
District No. 6	---R. C. Kennedy-----	Pauls Valley
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---P. W. Vaught-----	Holdenville
District No. 9	---Alex S. Foreman-----	Sallisaw
District No. 10	---A. G. Henson-----	McLoud
Public Director	---Carl Williams-----	Oklahoma City

OFFICERS

Walter Colbert-----	Chairman
R. C. Kennedy-----	Vice-Chairman
C. L. Stealey-----	Secretary-Treasurer

1922

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Louis
District No. 2	---H. E. Warlick-----	Mangum
District No. 3	---W. S. Drumm-----	Fredrick
District No. 4	---John A. Willard-----	Fort Cobb
District No. 5	---A. F. Duke-----	Terral
District No. 6	---R. C. Kennedy-----	Pauls Valley
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---P. W. Vaught-----	Holdenville
District No. 9	---Alex S. Foreman-----	Sallisaw
District No. 10	---A. G. Henson-----	McLoud
Public Director	---Carl Williams-----	Oklahoma City

OFFICERS

Walter Colbert-----	Chairman
R. C. Kennedy-----	Vice-Chairman
C. L. Stealey-----	Secretary-Treasurer

¹ The Oklahoma Cotton Grower, (1921-1946)

1923

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Louis
District No. 2	---H. E. Warlick-----	Mangum
District No. 3	---W. S. Drumm-----	Fredrick
District No. 4	---John A. Willard-----	Fort Cobb
District No. 5	---A. F. Duke-----	Terral
District No. 6	---R. C. Kennedy-----	Pauls Valley
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---P. W. Vaught-----	Holdenville
District No. 9	---Alex S. Foreman-----	Sallisaw
District No. 10	---A. G. Henson-----	McLoud
Public Director	---Carl Williams-----	Oklahoma City

OFFICERS

A. G. Henson-----	President
G. W. Snider-----	Vice-President
C. L. Stealey-----	General Manager

1924

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Louis
District No. 2	---H. E. Warlick-----	Mangum
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---J. A. Willard-----	Anadarko
District No. 6	---A. F. Duke-----	Terral
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---P. W. Vaught-----	Holdenville
District No. 9	---Alex S. Foreman-----	Sallisaw
District No. 10	---A. G. Henson-----	McLoud
Public Director	---Sam L. Morley-----	McAlester

OFFICERS

H. E. Warlick-----	President
A. F. Duke-----	Vice-President
C. L. Stealey-----	General Manager

1925

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Louis
District No. 2	---H. E. Warlick-----	Mangum
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---J. A. Willard-----	Anadarko

District No. 6	---A. F. Duke-----	Terral
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---P. W. Vaught-----	Holdenville
District No. 9	---Alex S. Foreman-----	Sallisaw
District No. 10	---A. G. Henson-----	McLoud
Public Director	---Sam L. Morley-----	McAlester

OFFICERS

Sam L. Moreley-----	President
W. L. Hutcheson-----	Vice-President
A. S. Foreman-----	Secretary
C. L. Stealey-----	General Manager

1926

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Gould
District No. 2	---H. E. Warlick-----	Brinkman
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---J. A. Willard-----	Anadarko
District No. 6	---A. F. Duke-----	Terral
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Monerief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---A. G. Henson-----	Shawnee
Public Director	---Sam L. Morley-----	McAlester

OFFICERS

George W. Snider-----	President
James L. Flow-----	Vice-President
Alex S. Foreman-----	Secretary
C. L. Stealey-----	General Manager

1927

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Gould
District No. 2	---H. E. Warlick-----	Brinkman
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---W. H. Freeman-----	Sentinel
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Monerief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---J. A. Willard-----	Anadarko
Public Director	---George Bishop-----	Clinton

OFFICERS

J. L. Flow-----President
 W. L. Hutcheson-----Vice-President
 A. S. Foreman-----Secretary
 Sam L. Morley-----General Manager

1928

BOARD OF DIRECTORS

District No. 1 ---G. W. Snider-----Gould
 District No. 2 ---H. E. Warlick-----Brinkman
 District No. 3 ---J. L. Flow-----Hobart
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---C. D. Haskins-----Mountain View
 District No. 6 ---A. F. Duke-----Terral
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---A. G. Henson-----Shawnee
 Public Director ---Sam L. Morley-----McAlester

OFFICERS

W. L. Hutcheson-----President
 G. W. Moncrief-----Vice-President
 A. S. Foreman-----Secretary
 Sam L. Morley-----General Manager

1929

BOARD OF DIRECTORS

District No. 1 ---G. W. Snider-----Gould
 District No. 2 ---H. E. Warlick-----Brinkman
 District No. 3 ---J. L. Flow-----Hobart
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---C. D. Haskins-----Mountain View
 District No. 6 ---A. F. Duke-----Terral
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---A. G. Henson-----Shawnee
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

G. W. Moncrief-----President
 A. F. Duke-----Vice-President
 A. S. Foreman-----Secretary
 Sam L. Morley-----General Manager

1930

BOARD OF DIRECTORS

District No. 1	---G. W. Snider-----	Gould
District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---C. D. Haskins-----	Mountain View
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---J. A. Willard-----	Anadarko
Public Director	---H. G. Bennett-----	Stillwater

OFFICERS

A. F. Duke-----	President
J. A. Willard-----	Vice-President
A. S. Foreman-----	Secretary
Sam L. Morley-----	General Manager

1931

BOARD OF DIRECTORS

District No. 1	---P. D. Walker-----	Blair
District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---C. D. Haskins-----	Mountain View
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---J. A. Willard-----	Anadarko
Public Director	---H. G. Bennett-----	Stillwater

OFFICERS

J. A. Willard-----	President
J. G. H. Windle-----	Vice-President
A. S. Foreman-----	Secretary
A. E. Kobs-----	General Manager

1932

BOARD OF DIRECTORS

District No. 1	---P. D. Walker-----	Blair
District No. 2	---J. G. H. Windle-----	Granite

District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---C. D. Haskins-----	Mountain View
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---J. N. Jackson-----	Ft. Cobb
Public Director	---H. G. Bennett-----	Stillwater

OFFICERS

J. G. H. Windle-----	President
C. D. Haskins-----	Vice-President
A. S. Foreman-----	Secretary
A. E. Kobs-----	General Manager

1933

BOARD OF DIRECTORS

District No. 1	---P. D. Walker-----	Blair
District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---C. D. Haskins-----	Mountain View
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---J. N. Jackson-----	Ft. Cobb
Public Director	---H. G. Bennett-----	Stillwater

OFFICERS

C. D. Haskins-----	President
J. N. Jackson-----	Vice-President
A. S. Foreman-----	Secretary
A. E. Kobs-----	General Manager

1934

BOARD OF DIRECTORS

District No. 1	---P. D. Walker-----	Blair
District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---J. L. Flow-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---C. D. Haskins-----	Mountain View
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian

District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Washita
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

P. W. Walker-----President
 D. C. Nixon-----Vice-President
 A. S. Foreman-----Secretary
 P. E. Harrill-----General Manager

1935

BOARD OF DIRECTORS

District No. 1 ---P. D. Walker-----Blair
 District No. 2 ---J. G. H. Windle-----Granite
 District No. 3 ---J. L. Flow-----Hobart
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---C. D. Haskins-----Mountain View
 District No. 6 ---A. F. Duke-----Marlow
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Washita
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

D. C. Nixon-----President
 A. S. Foreman-----Vice-Pres. & Secretary
 P. E. Harrill-----General Manager

1936

BOARD OF DIRECTORS

District No. 1 ---P. D. Walker-----Blair
 District No. 2 ---J. G. H. Windle-----Granite
 District No. 3 ---J. L. Flow-----Hobart
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---C. D. Haskins-----Mountain View
 District No. 6 ---A. F. Duke-----Marlow
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Washita
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

A. S. Foreman-----President
 W. L. Hutcheson-----Vice-President

A. F. Duke-----Secretary
 P. E. Harrill-----General Manager

1937

BOARD OF DIRECTORS

District No. 1 --- P. D. Walker-----Blair
 District No. 2 --- J. G. H. Windle-----Granite
 District No. 3 --- J. L. Flow-----Hobart
 District No. 4 --- W. L. Hutcheson-----Fredrick
 District No. 5 --- Walter Bryon-----Dill
 District No. 6 --- A. F. Duke-----Marlow
 District No. 7 --- Walter Colbert-----Ardmore
 District No. 8 --- G. W. Moncrief-----Canadian
 District No. 9 --- A. S. Foreman-----Sallisaw
 District No. 10 --- D. C. Nixon-----Washita
 Public Director --- H. G. Bennett-----Stillwater

OFFICERS

W. L. Hutcheson-----President
 Walter Bryon-----Vice-President
 A. F. Duke-----Secretary
 P. E. Harrill-----General Manager

1938

BOARD OF DIRECTORS

District No. 1 --- P. D. Walker-----Blair
 District No. 2 --- J. G. H. Windle-----Granite
 District No. 3 --- J. L. Flow-----Hobart
 District No. 4 --- W. L. Hutcheson-----Fredrick
 District No. 5 --- Walter Bryon-----Dill
 District No. 6 --- A. F. Duke-----Marlow
 District No. 7 --- Walter Colbert-----Ardmore
 District No. 8 --- G. W. Moncrief-----Canadian
 District No. 9 --- A. S. Foreman-----Sallisaw
 District No. 10 --- D. C. Nixon-----Washita
 Public Director --- H. G. Bennett-----Stillwater

OFFICERS

Walter Bryon-----President
 H. G. Bennett-----Vice-President
 A. F. Duke-----Secretary
 P. E. Harrill-----General Manager

1939

BOARD OF DIRECTORS

District No. 1 --- P. D. Walker-----Blair

District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---E. M. Jones-----	Roosevelt
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---Walter Bryon-----	Sentinel
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---D. C. Nixon-----	Washita
Public Director	---H. G. Bennett-----	Stillwater

OFFICERS

H. G. Bennett-----	President
E. M. Jones-----	Vice-President
A. F. Duke-----	Secretary
P. E. Harrill-----	General Manager

1940

BOARD OF DIRECTORS

District No. 1	---A. E. Bagwell-----	Blair
District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---E. M. Jones-----	Roosevelt
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---Walter Bryon-----	Sentinel
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---D. C. Nixon-----	Washita
Public Director	---H. G. Bennett-----	Stillwater

OFFICERS

H. G. Bennett-----	President
E. M. Jones-----	Vice-President
A. F. Duke-----	Secretary
P. E. Harrill-----	General Manager

1941

BOARD OF DIRECTORS

District No. 1	---A. E. Bagwell-----	Blair
District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---E. M. Jones-----	Roosevelt
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---Walter Bryon-----	Sentinel
District No. 6	---A. F. Duke-----	Marlow
District No. 7	---Walter Colbert-----	Ardmore

District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Washita
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

H. G. Bennett-----President
 E. M. Jones-----Vice-President
 A. F. Duke-----Secretary
 P. E. Harrill-----General Manager

1942

BOARD OF DIRECTORS

District No. 1 ---A. E. Bagwell-----Blair
 District No. 2 ---J. G. H. Windle-----Granite
 District No. 3 ---E. M. Jones-----Roosevelt
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---Walter Bryon-----Sentinel
 District No. 6 ---A. F. Duke-----Marlow
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Washita
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

H. G. Bennett-----President
 E. M. Jones-----Vice-President
 A. F. Duke-----Secretary
 P. E. Harrill-----General Manager

1943

BOARD OF DIRECTORS

District No. 1 ---A. E. Bagwell-----Blair
 District No. 2 ---J. G. H. Windle-----Granite
 District No. 3 ---E. M. Jones-----Roosevelt
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---Walter Bryon-----Sentinel
 District No. 6 ---A. F. Duke-----Marlow
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Washita
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

H. G. Bennett-----President
 A. E. Bagwell-----Vice-President
 A. F. Duke-----Secretary
 P. E. Harrill-----General Manager

1944

BOARD OF DIRECTORS

District No. 1 ---E. D. Hunter-----Blair
 District No. 2 ---J. G. H. Windle-----Granite
 District No. 3 ---E. M. Jones-----Roosevelt
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---Walter Bryon-----Sentinel
 District No. 6 ---A. F. Duke-----Marlow
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncreif-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Washita
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

H. G. Bennett-----President
 D. C. Nixon-----Vice-President
 A. F. Duke-----Secretary
 P. E. Harrill-----General Manager

1945

BOARD OF DIRECTORS

District No. 1 ---E. D. Hunter-----Blair
 District No. 2 ---J. G. H. Windle-----Granite
 District No. 3 ---J. G. Gentry-----Hobart
 District No. 4 ---W. L. Hutcheson-----Fredrick
 District No. 5 ---Walter Bryon-----Sentinel
 District No. 6 ---H. E. Warlick-----Norman
 District No. 7 ---Walter Colbert-----Ardmore
 District No. 8 ---G. W. Moncrief-----Canadian
 District No. 9 ---A. S. Foreman-----Sallisaw
 District No. 10 ---D. C. Nixon-----Ft. Cobb
 Public Director ---H. G. Bennett-----Stillwater

OFFICERS

H. G. Bennett-----President
 G. W. Bryon-----Vice-President
 E. D. Hunter-----Secretary
 P. E. Harrill-----General Manager

1946

BOARD OF DIRECTORS

District No. 1	---E. D. Hunter-----	Blair
District No. 2	---J. G. H. Windle-----	Granite
District No. 3	---J. G. Gentry-----	Hobart
District No. 4	---W. L. Hutcheson-----	Fredrick
District No. 5	---Walter Bryon-----	Sentinel
District No. 6	---H. E. Warlick-----	Norman
District No. 7	---Robert M. Sauage-----	Ardmore
District No. 8	---G. W. Moncrief-----	Canadian
District No. 9	---A. S. Foreman-----	Sallisaw
District No. 10	---D. C. Nixon-----	Ft. Cobb
Public Director	---H. G. Bennett-----	Stillwater

OFFICERS

H. G. Bennett-----	President
G. W. Bryon-----	Vice-President
E. D. Hunter-----	Secretary
P. E. Harrill-----	General Manager

APPENDIX C

PROGRAMS OF ANNUAL MEMBERSHIP MEETINGS

1944

ANNUAL CONVENTION
OKLAHOMA COTTON COOPERATIVE ASS'N
OKLAHOMA CITY, OKLAHOMA
MONDAY
MAY 22, 1944

PROGRAM

MORNING SESSION: 10:00 O'CLOCK A.M.

Invocation

Address of Welcome - Dr. Henry G. Bennett, President
Oklahoma Cotton Cooperative Association

Approval of Minutes - May 24, 1943

Selection of Resolutions Committee

Annual Report - P. E. Harrill, Vice President & General
Manager Oklahoma Cotton Cooperative Association

P. K. Morris - Principal Marketing Specialist, U. S.
Department of Agriculture, Washington, D. C.

Wm. Hynds - Field Service Director, National Cotton
Council, Memphis, Tennessee

Joe Scott - President, State Board of Agriculture

LUNCH IN THE BUILDING

AFTERNOON SESSION: 1:30 O'CLOCK P.M.

Robt. S. Kerr - Governor of Oklahoma

Roy Bender - President, Oklahoma Agricultural Coopera-
tive Council Sec'y-Treas., Oklahoma Cooperative
Grain Dealers

Dr. Henry G. Bennett, President, Oklahoma A & M
College, Stillwater

Guy Tucker - Manager, Social Security Board, Oklahoma
City

Report of Tellers

Report of Resolutions Committee

ANNUAL CONVENTION
OKLAHOMA COTTON GROWERS ASSOCIATION
and
OKLAHOMA COTTON COOPERATIVE ASSOCIATION
OKLAHOMA CITY, OKLAHOMA
MONDAY
MAY 26, 1941

PROGRAM

MORNING SESSION: 10:00 O'CLOCK A.M.

Invocation

Address of Welcome - Dr. Henry G. Bennett
 Approval of Minutes - May 27, 1940
 Selection of Resolutions Committee
 Annual Report - P. E. Harrill, General Manager
 Ralph Snyder - President, Wichita Bank for Cooperatives
 Reford Bond - Chairman, Corporation Commission, State Capitol
 Joe C. Scott - President State Board of Agriculture

LUNCH IN BUILDING

AFTERNOON SESSION:

Gov. Robt. S. Kerr
 C. D. Walker, Asst. Director, Southern Division, Triple A
 Vance M. Rucker, Secretary, Wichita Bank for Cooperatives
 Horace Hayden, Jr., Secretary, Oklahoma Cotton Ginners Association
 Report of Tellers
 Report of Resolutions Committee
 Discussion by Members

O C G A SEVENTEENTH ANNUAL CONVENTION May 24, 1937

10:00 Meeting Called to Order
 10:00 Invocation
 10:10 Annual Report - P. E. Harrill, General Manager
 10:30 Dr. Bennett, President, Oklahoma A & M College
 Public Director, Oklahoma Cotton Growers Association.
 11:00 Joe C. Scott, President, State Board of Agriculture
 11:10 L. S. Ellis, Acting Dean and Director Oklahoma A & M College
 11:30 J. B. Perkey, Director of Vocational Education Oklahoma A & M College
 11:40 Announcements
 12:00 Lunch
 1:15 E. F. Creekmore, Vice-President & General Manager American Cotton Cooperative Association
 2:00 E. E. Scholl, Extension Director, Oklahoma A & M College
 2:30 Report of Tellers - Report of Resolution Committee
 3:00 Discussion by members

APPENDIX D

TOWNS IN WHICH "LOCAL RECEIVERS" WERE LOCATED
DURING THE 1946 HARVESTING SEASON¹

<u>Station</u>	<u>Post Office</u> ²	<u>Station</u>	<u>Post Office</u> ²
Albert		Alden	Carnegie
Alfalfa		Allen	
Amber		Anadarko	
Apache		Ardmore	
Barton's Store	Lone Wolf, Rt. 3	Bessie	
Binger		Blair	
Blanchard		Boswell	
Bradley		Brinkman	
Burns Flat	Foss	Butler	
Byars		Butler	
Caddo		Calumet	
Canadian		Canton	
Canute		Carnegie	
Carney		Carter	
Castle		Cement	
Chattanooga		Chickasha	
Clinton		Cloud Chief	
Cogar		Cole	
Colony		Con Gin No. 8	Roosevelt, Rt. 3
Cordell		Cowden	Cloud Chief Rt. 2
Coyle		Crescent	
Cushing		Cyril	
Cooperton		Cordell	
Cordell		Clinton	
Crescent		Davenport	
Delhi		Delhi	East Delhi, Rt.
Dill		Duke	
Duncan		Durant	
Dustin		Dutton	Pocasset, Rt. 1
Duncan	c/o Dempsey Gin	Dill	
Duke		Dill	
Eakly		Edmond	
Eldorado		Elgin	
Elk City		Elmer	

¹ The Oklahoma Cotton Grower, (August 1946).

² Same as Station unless otherwise listed.

El Reno		Erick	
Eufaula		Eakly	
Fay		Fletcher	
Ft. Cobb		Foss	
Friendship Gin	Headrick	Gabe	Stockyards Station, Oklahoma City
Geary		Glencoe	
Goldsby	Washington	Gotebo	
Gracemont		Grandfield	
Granite		Greenfield	
Guthrie		Goetbo	
Guthrie		Harrah	
Hammon		Hanna	
Hartshorne		Headrick	
Hess	Elmer, Rt. 1	Hester	Mangum
Hinton		Hobart	
Hocker Switch	Elk City	Hobart	
Humphreys		Hydro	
Hobart		Headrick	
Idabel		Indiahoma	
Jones		Jester Gin	Brinkman
Kendrick		Kiowa	
Kiowa		Lake Valley Gin	Gotebo, Rt. 2
Lawton		Leedy	
Lindsay		Lone Wolf	
Lookaba		Luther	
Lone Wolf		McAlester	
McLoud		McAlester	
Mayfield		Maysville	
Minco		Moore	
Mt. Park		Mt. View	
Marlow		Mt. View	
Mt. View		Mt. View	
Newcastle		Norman	
Non		Oakwood	
Ocina Gin	Willow, Rt. 1	Paoli	
Pauls Valley		Perkins	
Pleasant Valley		Pocasset	
Prague		Port	Sentinel, Rt. 1 Carter
Red Oak		Retrop Gin	
Ripley		Roosevelt	
Russell		Ryan	
Rocky		Rocky	
Roosevelt		Roosevelt	
Sallisaw		Sayre	
Scipio	McAlester, Rt. 1	Sedan	Mt. View, Rt. 3
Sentinel		Shawnee	
Snyder		Stafford	
Sterling		Stidham	
Stillwater		Stratford	
Shawnee		Shawnee	

Talihina		Taylors Gin	Carter
Temple		Terral	
Texola		Thackerville	
Tipton		Tonkawa	
Tryon		Tuttle	
Valliant		Verden	
Victory	Olustee, Rt. 2	Vinson	
Walters		Warren	Blair, Rt. 1
Washington		Watonga	
Waurika		Wayne	
Weatherford		Webb	
Wellston		White Road	Pauls Valley Rt. 3
Willburton		Willow	
Yale			

APPENDIX E

INSTRUCTIONS FOR HOLDING LOCAL, COUNTY
AND
DISTRICT ELECTION MEETINGS¹INSTRUCTIONS FOR HOLDING LOCAL MEETINGS
of the Oklahoma Cotton Cooperative Association
April 27, 1945
To be Read at Local Meeting

FIRST--Every member of the Local should be notified by President or Secretary of the meeting and urged to attend.

SECOND--Regular officers will call meetings to order. If regular officers are not present, members will elect Chairman and Secretary to preside.

THIRD--A credentials Committee should then be appointed to determine the number of members present in person.

FOURTH--Delegates (any number that the Local may desire) will be elected to attend the County Meeting at the County seat, in Districts 2, 8, 9 and 10 at 1:00 P.M., Saturday, April 28. These delegates will cast the votes of as many members as were present in person at the Local Meeting.

There will be no election of directors in the other six Districts of the Oklahoma Cotton Cooperative Association.

The County Meeting is for the purpose of electing delegates to the District Meeting to be held Monday, April 30, who will nominate one or two candidates to be voted on by the members of the Oklahoma Cotton Cooperative Association for Director from that District Members and delegates at the District Convention may desire to nominate only one candidate to be voted on in the general election.

FIFTH--A Credential of these delegates to the County Meetings will next be filled out showing the delegates' names, the number of votes they represent, and signed by the presiding officer at Local Meeting.

SIXTH--The Local Meeting may instruct delegates to work for the nomination of a particular candidate for Director or the delegate may be sent uninstructed.

SEVENTH--Any member has the right to attend the County or District Meeting in person and cast his own vote, but if any member who votes in person at any of these meetings has previously attended another meeting, the number of votes represented by delegates from that meeting shall be reduced by the number of voters present and voting in person.

¹ The Oklahoma Cotton Grower, (March 1945).

INSTRUCTIONS FOR HOLDING COUNTY CONVENTIONS
of the Oklahoma Cotton Cooperative Association
April 28, 1945

FIRST--The County Convention shall be held at the County Seat in Districts 2, 8, 9 and 10. There will be no election of directors in the other six districts of the Oklahoma Cotton Cooperative Association.

SECOND--The County Convention shall be called to order and presided over by the regular County officers. If these are not present, the meeting shall elect Chairman and Secretary to preside.

THIRD--A Credentials Committee shall next be appointed to examine Credentials of delegates from the Local meetings and determine the actual number of votes represented.

FOURTH--After Credentials Committee report has been accepted, delegates shall be elected to represent the County at the District Convention. As many delegates as may be desired may be elected, but the number of delegates will not affect the voting strength of the county. This is based on the number of members represented in person and by delegates from the Locals at the County meeting and not on the number of delegates sent to district Convention.

FIFTH--Credentials for the delegates elected to the District Convention shall next be made out. These Credentials shall show the delegates' names, the number of votes they represent, and be signed by the Chairman of the Credentials Committee and the Presiding Officer at the County Meeting.

SIXTH--The County Convention may instruct delegates to work for the nomination of a particular candidate for Director, or the delegates may be sent uninstructed.

SEVENTH--Any member has the right to attend the District Convention in person and cast his own vote, but if any member who votes in person at any of these meetings has previously attended another meeting, the number of votes represented by delegates from that meeting shall be reduced by the number of voters present and voting in person.

INSTRUCTIONS FOR HOLDING DISTRICT NOMINATING CONVENTIONS
of the Oklahoma Cotton Cooperative Association
1:00 P. M. Monday, April 30, 1945

FIRST--The District Nominating Convention shall be held at the point designated in the Oklahoma Cotton Grower at 1:00 P. M., Monday, April 20, 1945, in Districts 2, 8, 9 and 10. There will be no election of directors in the other six Districts of the Oklahoma Cotton Cooperative Association.

SECOND--The Convention shall be called to order by the County Officers of the County in which the District Convention is held. The Convention shall then organize, electing permanent officers to preside throughout the Convention.

THIRD--A Credentials Committee shall then be chosen to examine the credentials of delegates present to determine the actual number of votes represented by such delegates and to determine the number of votes represented by members present or by written proxies not included in credentials from the County Meetings.

FOURTH--After the report of the Credentials Committee has been read and approved, nominations for candidates for Director shall be presented.

FIFTH--After nominations have been declared closed, any of the nominees who may be present should be invited to appear before the Convention to answer any questions that delegates and members present may wish to ask tending to indicate their fitness for the job of Directors of the Oklahoma Cotton Cooperative Association.

SIXTH--When questioning nominees has been finished balloting should be had on the nominees. The name of the nominee receiving the smallest number of votes shall be dropped after each ballot. This process shall continue until but two names remain. These two shall be declared to be the candidates of the District. If but one name is presented in nomination, such name shall be certified as the choice of the Convention.

SEVENTH--The Convention shall next proceed with election of Teller and Alternate Teller, one of whom shall, with other similarly-elected Tellers from other Districts where elections are held, count the ballots at Oklahoma City, May 28.

EIGHTH--Credentials of the candidates so elected shall then be made out on blanks furnished by the Association, or the form printed below, which may be clipped from the paper. These Credentials shall be immediately mailed to the Oklahoma Cotton Cooperative Association, P.O. Box 1257, Oklahoma City, Oklahoma, in order that the names may be inserted in the ballot which will be printed in the Oklahoma Cotton Grower and mailed to eligible voting members.

NINTH--No candidate for Director in the general election will be eligible unless he has been nominated at the District Nominating Convention and certified to as nominee from the convention by the Chairman and Secretary of said Convention.

TENTH--Accompanying the Credentials should be a statement, signed with the names of a committee representing the friends of each candidate, setting forth in not more than 300 words, the reasons why the candidate should be elected as Director of the Association.

ELEVENTH--Any member has the right to attend the District Convention and cast his own vote, but if any member

who votes in person at any of these meetings has previously attended another meeting, the number of votes represented by delegates from that meeting shall be reduced by the number of voters present and voting in person.

APPENDIX F

MEMBERSHIP AND MARKETING AGREEMENTS

MEMBERSHIP AGREEMENT

The Oklahoma Cotton Cooperative Association, hereinafter called the "Association" and the undersigned, hereinafter called "Grower" agree as follows:

Grower hereby applies for membership and the signing hereof by the Association shall be an acceptance thereof.

MARKETING AGREEMENT

(1) Association agrees to buy and the Grower agrees to sell and deliver promptly to the Association as directed by it, all, or a part of the lint cotton produced by or for him during the life of this contract.

(2) After this agreement shall have been in effect two (2) years from the date of its acceptance by the Association, either party hereto may terminate it in any year by notifying the other party in writing of this intention, such notice to be given between the 1st and 30th of April, and such termination to become effective as at the end of the current fiscal year. If neither of the parties hereto terminates this agreement in any year, as aforesaid, it is hereby mutually agreed that this shall constitute conclusive evidence that the parties hereto have renewed this agreement for another year.

(3) Title to all cotton shall pass to the Association upon delivery. The Association shall make such advances on cotton delivered by Grower as the Association deems advisable, and thereafter shall pay to Grower the excess remaining from sale proceeds after making the deductions provided for in paragraph (5) of this agreement. The Association may borrow money on and pledge or in any other way give a lien on any cotton delivered hereunder or any evidence thereof or accounts receivable or claims arising therefrom.

(4) The Board of Directors of the Association shall make rules and regulations which shall govern the classing, grading, financing, shipping, pooling and selling of all cotton delivered by Grower. The Board of Directors shall have the right to allocate expenses to various pools in its conclusive discretion, as they may deem equitable.

(5) All costs and expenses, incident to receiving, handling, and marketing the cotton, and advances, if any, and interest thereon, costs and expenses for operating and maintaining the Association, the subscription price of any house organ published by or for the Association, deductions of amounts for general reserves, plus amounts for reserves for contingencies (all of which reserves may be in such amounts as may be determined annually

by the Board of Directors of the Association, and which may be used for any corporate purpose) shall be retained by the Association from the sale proceeds of cotton.

(6) Association may contract with other cooperatives to carry out any powers herein conferred. It may acquire and own stock in marketing and in subsidiary corporations.

(7) Nothing contained herein shall prevent the Association from entering into agreements with Grower or others for the handling and marketing of cotton in such ways and by such methods as may be deemed advisable by the Association.

(8) The parties hereto agree that the terms and provisions of this contract are subject to present and future articles of incorporation and by-laws of the Association and any amendments thereto, and that this agreement represents the voluntary and clear understanding of the parties hereto, and it is mutually agreed that this agreement supersedes any marketing agreement or agreements heretofore executed by the parties hereto.

READ, CONSIDERED AND SIGNED AT

-----this the

-----day of-----, 19 .

(Signature) By-----

(Address) -----

Accepted this-----day of-----, 19 .

OKLAHOMA COTTON COOPERATIVE
ASSOCIATION

By-----
Treasurer -- Ass't. Secretary

BIBLIOGRAPHY

1. Ballinger and Soxman, Some Economic Problems of Cotton Gins in Oklahoma, Oklahoma Bulletin No. 231, (1936).
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4. Harrill, P. E., Annual Report to Members, Oklahoma City, (April 25, 1946).
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6. Jacob, A. W., Circular 435, Marketing Cotton in Oklahoma.
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8. Oklahoma Session of Laws, Article 9, Chapter 38, (1937).

TYPIST:

Dorothy Lafferty