

A DETAILED SUMMARY
OF
PROVISIONS IN SWEET CORN
GROWER-PROCESSOR CONTRACTS

Based On An Analysis Of 70 Contracts
From The States Of Illinois, Indiana,
Iowa, Minnesota, Ohio, Wisconsin

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INTRODUCTION

The tabular material presented in this publication is based on a detailed analysis of provisions of 70 grower-processor contracts for sweet corn. These contract forms were furnished by processors in Indiana, Illinois, Iowa, Minnesota, Ohio and Wisconsin. An attempt was made to consider economic as well as legal aspects of the contract provisions in the analysis. There was no attempt, however, to determine the dollar value of provisions of the contract. Instead, every attempt was made to determine what arrangements were made for all provisions that could affect the returns or incentives of either producer or processor.

In view of the increased concern with and interest in vertical integration in agriculture, this study should be of interest to a broader group than vegetable growers and processors. Many of the problems involved in integration are common to the various commodity or functional groups. The experience gained by sweet corn growers and processors in solving the problems of integrating the growing and processing of sweet corn should help other farmers and processors or marketers in solving their problems of integration.

As indicated in the analysis, some contracts are more specific and detailed than others. In the aggregate, they represent the experiences of many firms over several decades. A more complete discussion and analysis of the material summarized in these tables and a check list for contract provisions will be found in Research Bulletin 800, A Check List of Provisions for Sweet Corn Grower Processor Contracts, Ohio Agricultural Experiment Station. A study of the operation of this contractual arrangement and of the grower and processor satisfaction with it will appear shortly in another publication, "Grower-Processor Agreements in the Sweet Corn for Processing Industry", by the Ohio Agricultural Experiment Station.

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Analysis of Grower-Canner Contracts for Sweet Corn for Processing
Wisconsin, Minnesota, Iowa, Illinois, Indiana, and Ohio Cannery, 1954 Contracts

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of Contracts	9	4	9	9	10	29	70
<hr/>							
<u>1. CONTRACT FORM</u>	(Percent of contracts with stated provisions)						
Number sheets							
One sheet, front only	88.9	100.0	44.5	88.9	70.0	69.0	72.9
One sheet, front and back	11.1	-	33.3	-	20.0	31.0	21.4
Other number sheets	-	-	22.2	11.1	10.0	-	5.7
Signature position							
On front	-	-	-	-	20.0	-	2.9
At end of contract	77.8	100.0	66.7	88.9	70.0	72.4	75.7
Partway through contract	22.2	-	33.3	11.1	10.0	27.6	21.4
Map or other data							
Map of farm	-	-	11.1	-	-	20.7	10.0
Data on land or its past use	-	25.0	22.2	22.2	50.0	34.5	28.6
Data on equipment of grower	22.2	-	55.6	11.1	40.0	17.2	24.3
None	77.8	75.0	33.3	77.8	40.0	55.2	57.1
Special or standard form							
Includes corn only	100.0	75.0	100.0	100.0	100.0	89.7	94.3
Form includes other crop		25.0	-	-	-	10.3	5.7

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of Contracts	9	4	9	9	10	29	70

2. PARTIES AND ADDRESSES

Parties and/or names

Canner	100.0	100.0	77.8	88.9	70.0	86.2	85.7
Canner, successors, and assigns	-	-	22.2	11.1	30.0	13.8	14.3
Grower	100.0	100.0	77.8	77.8	30.0	82.8	77.1
Grower, heirs, and assigns	-	-	22.2	22.2	70.0	17.2	22.9
Landlord or mortgagee (usually for information only)	-	50.0	55.6	66.7	60.0	34.5	41.4
Other	-	-	-	-	10.0	-	1.4

Addresses

Canner	88.9	100.0	100.0	88.9	100.0	89.7	92.9
Grower	66.7	100.0	100.0	100.0	100.0	100.0	95.7
Landlord or mortgagee	11.1	50.0	44.4	44.4	50.0	31.0	35.7
Factory	77.8	75.0	66.7	100.0	60.0	48.3	64.3
Other	-	-	-	-	10.0	-	1.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70

(Percent of contracts with stated provisions)

3. EXECUTION OF CONTRACT

Signatures

Grower	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Canner's agent	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Landlord owner	11.1	-	33.3	-	-	27.6	17.1

Acknowledgment							
Acknowledged before official Witnessed	-	-	-	-	-	-	-
Under seal	-	25.0	55.6	-	-	17.2	15.7
Copies executed							
Two	11.1	-	66.7	11.1	10.0	10.3	17.2
Three or more	-	-	-	-	10.0	-	1.4
Not indicated	88.9	100.0	33.3	88.9	80.0	89.7	81.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total All States
Number of Contracts	9	4	9	9	10	29	70

(Percent of contracts with stated provisions)

4. RELATIONSHIP OF GROWER TO CANNER

Type of contract	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total
Bailment coupled with contract to produce and deliver	11.1	25.0	33.3	11.1	100.0	31.0	35.7
Contract to produce and to sell	88.9	75.0	66.7	88.9	-	61.0	64.3

5. EXCLUSIVE CONTRACT

No provision	77.8	-	66.7	66.7	-	51.7	48.6
Grower can sell to no one except canner	22.2	100.0	33.3	33.3	100.0	48.3	51.4
Penalty clause for sale to one other than canner	22.2	-	-	11.1	-	6.9	7.1

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of Contracts	9	4	9	9	10	29	70
	(Percent of contracts with stated provisions)						
6. SEED							
Furnished by							
Canner	88.9	75.0	100.0	100.0	100.0	100.0	97.1
Grower	-	-	-	-	-	-	-
Not specified	11.1	25.0	-	-	-	-	2.9
Paid for by							
Canner	11.1	-	22.2	11.1	20.0	-	8.6
Grower	77.8	100.0	77.8	88.9	80.0	100.0	90.0
Canner pays for replanting seed -	-	-	44.4	-	-	-	5.7
Not specified	11.1	-	-	-	-	-	1.4
Variety							
Stated	77.8	50.0	100.0	77.8	70.0	72.4	75.7
To be specified by canner	22.2	50.0	-	11.1	30.0	24.1	21.4
To be specified by grower	-	-	-	-	-	-	-
Not specified	-	-	-	11.1	-	3.5	2.9
Unused seed							
To be returned to canner, return date not specified	-	-	22.2	-	-	3.4	4.3
To be returned to canner, limitation on return date	-	-	22.2	33.3	30.0	20.7	20.0
Other	11.1	-	-	-	-	-	1.4
Not specified	88.9	100.0	55.6	66.7	70.0	75.9	74.3
Amount of seed							
No. of lbs. per acre stated	-	-	-	-	-	-	-
Flat no. of lbs. stated	11.1	-	-	-	-	-	1.4
Amount necessary	22.2	50.0	66.7	33.3	80.0	31.0	42.9
Not specified	66.7	50.0	33.3	66.7	20.0	69.0	55.7

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
6. SEED (Con'd)							
Price of seed							
Stated	66.7	100.0	77.8	66.7	80.0	89.7	81.4
Not stated	33.3	-	22.2	33.3	20.0	10.3	18.6
Seed treatment							
Treated with chemicals	11.1	-	44.4	22.2	90.0	55.1	45.7
Not treated	-	-	-	-	-	-	-
Not specified	88.9	100.0	55.6	77.8	10.0	44.9	54.3
Liability on treated seed							
Canner not liable to 3rd parties for damage from treated seed furnished	-	-	22.2	22.2	10.0	-	4.8
Grower assumes liability for damage caused by seed furnished by canner	11.1	-	44.4	22.2	90.0	41.4	40.0
Canner not liable for damage to grower	11.1	-	44.4	22.2	90.0	41.4	40.0
Not specified	88.9	100.0	55.5	77.8	10.0	58.6	60.0
Warranties							
Expressly excludes warranties or states it does not make any warranties, on seed	33.3	25.0	33.3	22.2	100.0	69.0	55.7
Contains warranties	-	-	11.1	-	-	-	1.4
Not specified	66.7	75.0	55.6	77.8	-	31.0	42.8

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of Contracts	9	4	9	9	10	29	70
	(Percent of contracts with stated provisions)						
7. FERTILIZER							
No Provision on Fertilizer	66.7	50.0	55.6	77.8	60.0	58.5	69.4
Selection							
By canner	11.1						1.4
By grower						6.9	2.9
By mutual agreement						10.3	4.3
Not specified	22.2	50.0	44.4	22.2	40.0	24.1	30.0
Amount							
Stated	33.3	25.0	22.2	11.1	10.0	6.9	14.3
Not specified		25.0	22.2	11.1	30.0	34.4	24.3
Payment							
By canner						-	-
By grower	22.2	50.0	33.3	11.1	20.0	27.6	25.7
By canner to certain amount, beyond that, by grower	11.1					-	1.4
Discount to grower if paid by certain date						3.4	1.4
Other						-	-
Not specified			11.1	11.1	20.0	13.8	11.4
Delivery							
To land by canner						-	-
To land by grower	11.1		-		10.0	3.4	4.3
Option provision	-		11.1		-	-	1.4
Not specified	22.2	50.0	33.3	22.2	30.0	37.9	32.9

Time and method of application							
Date expressly stated	-	-	-	-	-	-	-
Method of application stated	-	-	-	-	-	-	-
Not specified	33.3	50.0	44.4	22.2	40.0	41.4	38.6
Other provision	-	50.0	33.3	22.2	40.0	41.4	32.9

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70

(Percent of contracts with stated provisions)

8. INSECT CONTROL

No provision on insects	88.9	100.0	-	77.8	50.0	58.6	58.6
Responsibility for control							
Canner	-	-	-	-	-	3.4	1.4
Grower	-	-	-	-	-	-	-
Canner reserves right to enter fields to control insects, and to take steps necessary to control insects	-	-	55.6	22.2	40.0	6.9	18.6
Either canner or grower may apply controls	11.1	-	11.1	-	-	13.8	8.6
Other provisions	-	-	22.2	-	10.0	13.8	10.0
Not specified	-	-	11.1	-	-	3.4	2.9
Selection of insecticide							
Canner	11.1	-	88.9	22.2	50.0	41.4	40.0
Grower	-	-	-	-	-	-	-
Not specified	-	-	11.1	-	-	-	1.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
B. INSECT CONTROL (Con'd)							
Payment							
Canner	11.1		77.3	11.1	20.0	6.9	18.6
Grower			-	-	-	10.3	4.3
Option provision			11.1	-	10.0	-	2.9
Shared equally			11.1	-	20.0	-	4.3
Other provisions				11.1	-	3.4	2.9
Not specified					-	20.7	8.6
Application							
Canner			66.7	11.1	40.0	20.7	24.3
Grower			-		-	-	-
Canner or Grower	11.1		22.2		10.0	13.8	11.4
Other provisions			-	11.1	-	3.4	2.9
Not specified			11.1	-	-	3.4	2.9
Liability of canner on insect control							
Canner not liable for damage to growers crops	11.1		88.9	11.1	50.0	34.5	35.7
Canner not liable to third parties	11.1		88.9	11.1	20.0	31.0	30.0
Grower assumes liability to third parties			22.2	11.1	40.0	-	10.0
No provisions			11.1	11.1	-	6.9	5.7
Other provisions			11.1		20.0	17.2	11.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of Contracts	9	4	9	9	10	29	70

(Percent of contracts with stated provisions)

9. SEED BAGS

No provision	100.0	100.0	77.8	100.0	90.0	82.8	88.6
Charge to grower for empty bags not returned	-	-	-	-	10.0	13.8	7.1
Grower agrees to return empty seed bags	-	-	-	-	-	-	-
Credit to be given to grower for empty seed bags returned in good condition by July 15.	-	-	-	-	-	10.3	4.3
Other provisions	-	-	22.2	-	10.0	3.7	5.7

10. ACREAGE TO BE GROWN

Stated expressly in acres	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Other provisions	-	-	-	-	-	-	-

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of Contracts	9	4	9	9	10	29	70
(Percent of contracts with stated provisions)							

11. LAND SELECTION, LOCATION,
AND TESTING

No provision	77.8	25.0	22.2	77.8	10.0	13.8	31.4
Land to be approved by canner	11.1		22.2	11.1	10.0	31.0	20.0
Land to be selected by grower							
Control over proximity of corn to other corn fields	11.1	75.0	22.2	11.1	50.0	27.6	28.6
Canner reserves right to test soil sample of land						6.9	2.9
Map of land			22.2			20.7	11.4
Other provisions			55.6	22.2	80.0	58.6	45.7

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
(Percent of contracts with stated provisions)							

12. PLANTING

Planting By grower	44.4	50.0	11.1	66.7	50.0	34.5	40.0
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By canner	-	-	-	-	-	-	-
By grower under instructions of canner, or under right of inspection by canner	55.6	50.0	88.9	33.3	50.0	65.5	60.0
Not specified							
Method							
Drill		-	-	-			
Check		-	-	-	30.0	24.2	14.3
As the canner may direct or by mutual agreement	55.6	-	100.0	33.3	40.0	37.9	45.7
Not specified	44.4	100.0	-	66.7	30.0	37.9	40.0
Date							
As the canner may direct	100.0	25.0	100.0	55.6	70.0	100.0	85.7
Specific date stated, other than staggered	-	-	-	-	-	-	-
Staggered dates	22.2	-	-	33.3	20.0	-	10.0
Deadline date expressly stated	-	-	-	-	-	-	-
Reasonable date	-	-	-	-	-	-	-
Determined by heat unit formula	-	-	-	-	-	-	-
Other date	-	50.0	-	-	10.0	-	4.3
Not specified	-	25.0	-	11.1	-	-	2.9
Planting date							
Furnished by canner	22.2	-	-	-	-	-	2.9
Not specified	77.8	100.0	100.0	100.0	100.0	100.0	97.1

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70

(Percent of contracts with stated provisions)

13. GROWING AND CULTIVATION

In charge of Grower	77.8	100.0	11.1	66.7	70.0	31.0	48.6
In charge of Canner							
Grower under instructions of canner, or under right of inspection by canner	22.2		88.9	33.3	30.0	69.0	51.4
If grower fails to care for cultivation of crop, canner can cultivate and charge cost to grower		25.0	11.1		20.0	13.8	11.4
Cultivation and care for crop in husbandman-like manner	11.1		22.2	33.3	90.0	62.1	47.1
Other provision	55.6	75.0	11.1	11.1	40.0	55.2	42.9
No provision							

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70

(Percent of contracts with stated provisions)

14. HARVESTING

In charge of Canner				11.1			1.4
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Grower	88.9	75.0	100.0	66.7	100.0	89.7	88.6
Optional, canner may but is not bound to	11.1	25.0	-	22.2	-	10.3	10.0
Not specified	-	-	-	-	-	-	-
Type of picking							
Mechanically	-	-	-	11.1	-	-	1.4
Hand picked	-	-	-	-	-	3.4	1.4
Specified in detail how to hand pick	11.1	-	-	-	-	3.4	2.9
Other	11.1	25.0	22.2	22.2	20.0	41.4	28.6
Not specified	77.8	75.0	77.8	66.7	80.0	51.7	65.7
Canner's right and/or privileges							
No provision	44.4	25.0	11.1	33.3	10.0	3.4	15.7
Right to inspect picking reserved by canner	11.1	25.0	33.3	11.1	40.0	34.5	28.6
If grower doesn't harvest, canner may harvest at grower's expense	22.2	25.0	55.6	-	30.0	27.6	27.1
Canner won't furnish harvest- ing equipment if field under certain acreage or size	-	-	-	-	-	6.9	2.9
Canner will or may have, or will make reasonable effort to have, available labor and/or equipment	44.4	-	22.2	44.4	60.0	62.1	48.6
Other	-	50.0	-	22.2	40.0	20.7	20.0
Charges for harvesting when done by canner							
No provision	55.6	75.0	33.3	33.3	30.0	20.7	32.9
Graduated scale depending on volume	-	-	11.1	22.2	-	6.9	7.1

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
	(Percent of contracts with stated provisions)						

14. HARVESTING (cont'd)

Price depends on type of picking	-	-	-	-	-	20.7	8.6
Flat price per ton	11.1	-	11.1	22.2	20.0	31.0	21.4
Flat price per acre	-	-	-	-	-	3.4	1.4
Other provisions	33.3	25.0	44.4	22.2	50.0	31.0	34.3

15. DATE OF HARVESTING

Decided by							
Canner	66.7	75.0	100.0	88.9	100.0	86.2	87.1
Grower	-	-	-	-	-	6.9	2.9
Not specified	33.3	25.0	-	11.1	-	6.9	10.0

Factors in determining

While corn is young and tender	-	-	-	-	-	10.3	4.3
While corn is in milky stage of maturity	-	-	-	-	-	3.4	1.4
As the canner may direct	66.7	50.0	100.0	88.9	100.0	86.2	85.7
Other provisions	22.2	50.0	11.1	-	10.0	10.3	12.9
Not specified	11.1	-	-	11.1	-	3.4	4.3

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
(Percent of contracts with stated provisions)							

16. PRICE AND PRICING

Pricing unit							
Ton	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Other	-	-	-	-	-	-	-
Price							
Based on variety	100.0	100.0	88.9	77.8	40.0	89.7	82.9
Based on percentage of moisture content and variety	-	-	-	-	40.0	3.4	7.1
Based on percentage of usable ears and variety	-	-	-	11.1	10.0	6.9	5.7
Based on ton yield per acre	-	-	11.1	11.1	10.0	-	4.3
Weight							
Includes husks	11.1	25.0	44.4	33.3	100.0	79.3	60.0
Excludes husks	-	-	-	-	-	13.8	5.7
No provisions on husks	88.9	75.0	55.6	66.7	-	6.9	34.3
Benefits, other than money, received by grower							
Ensilage, cobs or husks							
No provision	88.9	75.0	33.3	100.0	30.0	72.4	67.1
All free to grower or specified as belonging to grower	-	-	-	-	-	-	-
A % or fraction to be given free to grower	-	-	55.6	-	-	-	7.1

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
16. PRICE AND PRICING, (cont'd)							
Purchase privilege by grower	11.1		33.3		20.0	20.7	17.1
Other type of benefit to grower		25.0			50.0	17.2	15.7
Services, labor, goods, or equipment furnished by canner to grower free of charge							
No provision	66.7	50.0	11.1	55.6	60.0	75.9	60.0
Labor and equipment to control insects	11.1		88.9	11.1	30.0	6.9	21.4
Insecticide			88.9	22.2	30.0	10.3	22.9
Labor and/or equipment for harvesting and/or delivery		25.0		11.1	10.0	3.4	5.7
Other	11.1						1.4
Services, labor, goods, or equipment which are available to grower from canner, but which must be paid for by grower							
No provision	44.4	75.0	33.3	33.3	30.0	17.2	30.0
Labor and equipment to control insects					10.0	10.3	5.7
Insecticide					10.0	10.3	5.7
Labor and/or equipment for harvesting and/or delivery	55.6	25.0	66.7	66.7	70.0	82.8	70.0
Services, labor, goods or equipment which are available to grower from canner, but which must be paid for in part by the canner and in part by the grower							
No provision	100.0	100.0	88.9	100.0	80.0	96.6	94.3

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
16. <u>PRICE AND PRICING (cont'd)</u>							
Labor and equipment to control							
insects	-	-	11.1	-	20.0	3.4	5.7
Insecticide	-	-	11.1	-	20.0	3.4	5.7
Labor and/or equipment for harvesting and/or delivery							
Other costs, charges, and deductions							
Seed							
Payment							
No provision	22.2	-	22.2	11.1	20.0	6.9	12.9
By canner	11.1	-	22.2	11.1	20.0	-	8.6
By grower	77.8	100.0	77.8	88.9	80.0	100.0	90.0
Canner charges or deducts for seed, but furnishes, free of charge, seed for replanting	-	-	44.4	-	-	-	5.7
Not specified	11.1	-	-	-	-	-	1.4
Price of seed							
Price per unit of seed stated	66.7	100.0	77.8	66.7	80.0	82.8	78.6
Formula to determine cost of seed, i.e., cost to canner	11.1	-	-	22.2	-	10.3	8.6
Waste							
Definition							
Defined	100.0	100.0	88.9	100.0	100.0	100.0	98.6

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
16. PRICE AND PRICING (cont'd)							
Not defined			11.1				1.4
Deductions							
Certain % of waste allowed							
before a deduction is made	11.1		55.6	33.3	10.0	17.2	21.4
Subtracted from total weight	100.0	100.0	88.9	100.0	100.0	100.0	98.6
Is or becomes property of canner	22.2	50.0	22.2	11.1	100.0	51.7	45.7
Is or becomes property of grower			-	-	-	3.4	1.4
Other provisions			55.6	11.1	50.0	20.7	24.3
Does not state who takes title to waste	77.8	50.0	33.3	77.8		48.3	47.1
17. PASSED ACREAGE							
Provisions concerning passed acreage							
No provisions for passed acreage	22.2	100.0	55.6	88.9	40.0	48.3	52.9
Provisions for passed acreage	77.8	-	44.4	11.1	60.0	51.7	47.1
(The following data applies, of course, only to contracts pro- viding for passed acreage.)							
Definition of passed acreage							
Defined	77.8		44.4	11.1	50.0	51.7	45.7
Not defined					10.0		1.4

Circumstances permitting passing						
No provisions						
If corn matures more rapidly than canner is able to handle, canner may elect not to accept						
	11.1				13.8	7.1
Canner has exclusive right to determine how much acreage will be passed						
	11.1	22.2	11.1	50.0	17.2	20.0
Weather conditions						
	22.2	-	-	-	13.8	8.6
Other provisions						
	33.3	22.2	-	10.0	20.7	17.1
Passed acreage is or becomes property of						
No provision						
	22.2	11.1	-	-	6.9	7.1
Canner						
	-	-	-	-	-	-
Grower						
	55.6	33.3	11.1	60.0	44.8	40.0
Money payment for passed corn						
No provision						
	22.2	-	-	-	6.9	5.7
Some money payment to be made						
	55.6	44.4	11.1	40.0	24.1	30.0
No money payment to be made						
	-	-	-	20.0	20.7	11.4
Provisions for disposition of corn passed						
No provision						
	77.8	33.3	-	20.0	37.9	32.9
Grower may use only for feeding of livestock						
		11.1	11.1	20.0	3.4	7.1
Grower may plow under or feed to livestock						
				20.0	3.4	4.3
Cannot sell to anyone else						
					-	-
Other provisions						
					6.9	2.9
Provisions to determine weight of corn passed						
No provision						
	22.2	11.1	-	20.0	27.6	18.6

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
17. <u>PASSED AGREEMENT</u> (cont'd)							
Mutual agreement by canner and grower, and/or if they fail to agree, then by arbitration	22.2		11.1	11.1	40.0	-	11.4
Arbitration						3.4	1.4
Arbitration prerequisite to filing suit							-
Arbitration final and binding	11.1		11.1		20.0		5.7
The tonnage to be paid for to be determined by harvesting a portion of the crop or by mutual agreement between the canner and the grower	11.1		22.2	-	-	17.2	11.4
Other provisions	22.2			11.1	20.0	3.4	8.6
Price of corn passed							
No provision	22.2				20.0	27.6	17.1
Percentage of regular price stated	55.6		44.4			17.2	20.0
Regular price less picking and delivery expenses				11.1			1.4
Seed and/or other account charges are not cancelled in the event corn is passed			11.1		-	13.8	7.1
Other provisions				11.1	40.0	6.9	10.0
Time or date at which weight of corn passed is to be determined							
Definite date stated	-						-
Other provisions	22.2						2.9
Does not state date or at what stage of maturity volume of passed corn is to be measured	55.6		44.4	11.1	60.0	51.7	44.3

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
	(Percent of contracts with stated provisions)						
18. DELIVERY							
Delivery by							
Grower	100.0	100.0	100.0	100.0	100.0	89.7	95.7
If grower has difficulty, canner will help			22.2	22.2	20.0	37.9	24.3
If grower fails to deliver, canner may deliver at grower's expense			22.2	-	20.0	34.5	20.0
Other						20.7	8.6
Not specified						3.4	1.4
Date							
To be determined by canner	77.8	50.0	100.0	88.9	70.0	89.7	84.3
To be determined by grower	11.1	-	-	-	10.0	3.4	4.3
Other provisions	11.1	25.0	-	-	20.0	6.9	8.6
Not specified	-	25.0	-	11.1	-	3.4	4.3
Time of day							
No provision						6.9	2.9
Contains some definite hour regulation or is subject to direction of canner	100.0	100.0	100.0	100.0	100.0	93.1	97.1
Cost of delivery paid by							
Grower	100.0	100.0	100.0	100.0	100.0	96.6	98.6
Not specified	-	-	-	-	-	3.4	1.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
	(Percent of contracts with stated provisions)						
19. MEASURING OF CORN DELIVERED							
To be measured by							
Canner	44.4	50.0	55.6	33.3	40.0	55.2	48.6
Not specified	55.6	50.0	44.4	66.7	60.0	44.8	51.4
Unit of measurement							
Ton	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Method of measurement							
Sample from load to determine waste	44.4	-	66.7	33.3	100.0	82.8	67.1
Other	-	25.0	-	11.1	-	10.3	7.1
Not stated	55.6	75.0	33.3	55.6	-	10.3	27.1
20. GRADING							
Grading to be done by							
Canner	66.7	50.0	66.7	33.3	50.0	58.6	55.7
Government	-	-	-	-	-	-	-
Other provisions	-	-	11.1	11.1	-	-	2.9
Not specified	33.3	50.0	22.2	55.6	50.0	41.4	41.4
Grower's rights							
No provision	88.9	100.0	88.9	100.0	100.0	51.7	77.1
Canner will furnish grower with copy of all grading	11.1	-	11.1	-	-	41.4	20.0

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Canner will permit grower to enter scalehouse and grading area during harvest						24.1	20.0
Grading standards to be used							
Processor standards	33.3	100.0	100.0	66.7	100.0	100.0	87.1
Not specified	66.7	-	-	33.3		-	12.9
Grading details							
Grading is by percentage of weight of usable ears per sample					10.0	6.9	4.3
Grading is by percentage of moisture applicable to that part of sample which is considered usable					40.0		5.7
Grading based on per ton yield per acre	-	-	11.1	-	10.0		2.9
Other	33.3	100.0	88.9	66.7	40.0	93.1	74.3
Not specified	66.7	-	-	33.3			12.9
<u>21. REJECTION OF CORN DELIVERED</u>							
Individual ears in sample may be rejected if							
No provision	77.8	100.0	33.3	77.8		24.2	40.0

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
<u>21. REJECTION OF CORN DELIVERED</u> (cont'd)	(Percent of contracts with stated provisions)						
Length							
Ear is less than six inches	-		-			6.9	2.9
Ear is less than five inches	11.1		11.1			31.0	15.7
Ear is less than four inches			22.2	22.2	100.0	13.8	25.7
Ear is over a stated length						-	-
Other provisions						13.8	5.7
Edible kernels							
Ear is not filled with 95% edible kernels	11.1			11.1		34.5	17.1
Ear is not filled with 90% edible kernels	-		22.2	11.1	100.0	24.2	28.6
Other provisions	11.1		33.3	-	-	3.4	7.1
Corn is mixed with field corn	-		11.1	11.1	100.0	41.4	34.3
Maturity							
Corn is not in a milky stage	11.1		33.3	22.2	100.0	48.3	42.9
Corn is overripe	11.1		22.2	-	-	31.0	17.1
Diseased or damaged							
Corn is smutty	22.2		55.6	22.2	100.0	48.3	47.1
More than 5% wormy or mixed corn, or corn which has been frosted			-	-	-	-	-
Corn has mechanical damage			11.1	22.2	60.0	20.7	21.4
Corn is unfit for canning because of insect damage	22.2		44.4	33.3	100.0	62.1	52.9
Corn after picking has stood overnight			11.1			27.6	12.9
Corn does not comply with U.S. Pure Food requirements			-			3.4	1.4
Other reasons	22.2		55.6	11.1	100.0	75.9	57.1

Entire load may be rejected if							
No provision	88.9	100.0	11.1	88.9	90.0	55.2	65.7
Ears are not in husk	-	-	11.1	-	-	3.4	2.9
Corn is mixed with field corn	-	-	-	-	-	-	-
Maturity							
Corn is not in milky stage	-	-	-	-	-	-	-
Corn is overripe	-	-	55.6	-	-	6.9	10.0
Corn has less than a certain moisture percentage	-	-	-	-	-	-	-
Diseased or damaged							
Corn is smutty	-	-	55.6	-	-	-	7.1
More than 5% wormy or mixed corn, or corn which has been frosted	-	-	-	-	-	-	-
Corn has mechanical damage	-	-	22.2	-	-	3.4	4.3
Corn is unfit for canning, because of insect damage	-	-	22.2	-	-	10.3	7.1
Corn after picking has stood overnight	11.1	-	22.2	-	-	10.3	8.6
Corn does not comply with U.S. Pure Food Law requirements	-	-	-	-	-	-	-
There are excessive shanks	-	-	55.6	-	-	3.4	1.4
Other reasons	-	-	88.9	11.1	10.0	27.2	25.7
General provisions for rejecting corn (not specific whether applicable to individual ears in sample or to entire load), may be rejected if							
No provision	11.1	-	77.8	11.1	60.0	17.2	28.6
Length							
Ear less than six inches	-	-	-	-	-	-	-
Ear less than five inches	-	-	-	-	-	-	-
Ear less than four inches	-	-	-	-	-	3.4	1.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
21. REJECTION OF CORN DELIVERED (cont'd)							
Ear is over a stated length	-	-	-	-	-	-	-
Other provisions	11.1	25.0	-	-	-	3.4	4.3
No provisions	-	-	-	-	-	-	-
Edible kernels							
Ear is not filled with 95% edible kernels	-	-	-	-	-	-	-
Ear is not filled with 90% edible kernels	-	-	-	-	-	3.4	1.4
Other provisions	22.2	25.0	-	11.1	-	10.3	10.0
No provision	-	-	-	-	-	-	-
Corn is mixed with field corn	-	75.0	-	11.1	-	20.7	14.3
Maturity							
Corn is not in milky stage	-	-	-	-	-	6.9	2.9
Corn is overripe	33.3	25.0	-	11.1	-	10.3	11.4
Corn has less than a certain moisture percentage	-	25.0	-	11.1	-	-	2.9
Diseased or damaged							
Corn is smutty	22.2	-	-	33.3	-	6.9	10.0
More than 5% wormy or mixed corn or corn that has been frosted	-	-	-	-	-	-	-
Corn has mechanical damage	-	25.0	-	-	20.0	10.3	8.6
Corn is unfit for canning because of insect damage	11.1	50.0	-	11.1	30.0	6.9	12.9
Corn after picking has stood overnight	22.2	-	11.1	44.4	-	34.5	24.3
Corn does not comply with U.S. Pure Food Law requirements	-	-	-	11.1	-	-	1.4
Corn not suitable for canning	33.3	25.0	11.1	44.4	-	20.7	21.4
Other reasons	66.7	100.0	11.1	66.7	40.0	69.0	58.6

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
	(Percent of contracts with stated provisions)						

22. SAMPLES

No provision	55.6	100.0	33.3	66.7	-	17.2	32.9
Size of sample							
25 pounds	11.1	-	22.2	-	90.0	44.8	35.7
50 pounds	-	-	-	11.1	-	13.8	7.1
Other weight stated	-	-	-	-	-	-	-
Fair and/or representative sample	22.2	-	44.4	11.1	10.0	24.1	22.9
Not specified	-	-	-	11.1	-	-	1.4
Type of sample							
A representative sample will be taken from each load, the per- centage of waste determined shall apply to the entire load, size of sample not stated	11.1	-	11.1	11.1	-	3.4	5.7
A representative sample will be taken from each load, the per- centage of waste determined, and the percentage so deter- mined shall apply to the entire load, size of sample expressly stated.	11.1	-	22.2	11.1	20.0	37.9	34.3
Fair and/or representative sample	22.2	-	33.3	-	10.0	20.7	17.1
Other provisions	-	-	-	11.1	-	6.9	4.3
Not specified	-	-	-	-	-	13.8	5.7

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
<u>22. SAMPLES, (cont'd)</u>							
Selected by							
Canner	33.3		55.6	22.2	40.0	48.3	40.0
Grower	-		-	-	-	-	-
Third party	-		-	-	-	-	-
Not specified	11.1		11.1	11.1	60.0	34.5	27.1
<u>23. LIENS AND ASSIGNMENTS</u>							
No provision	55.6		55.6	100.0	60.0	62.1	61.4
"Assignment by the grower of part of all of sums which may be due the grower under this contract will be recognized only when such assignment is accepted in writing by the canner and copy of the assignment is filed in the office of the canner."	11.1		11.1			13.8	8.6
"The contractor shall not assign or mortgage his rights in and to this contract without first obtaining the written consent of the canner to such assignment or mortgage."						3.4	1.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
23. <u>LIENS AND ASSIGNMENTS</u> (cont'd)							
" This contract made and executed in duplicate by the grower and the canner is not assignable without the written consent of both parties and cancellation of this contract is not permitted without consent of the canner."			11.1	-	-	-	1.4
" Neither party shall have the right, however, to assign this contract or any rights hereunder, without the express written consent of the other, first obtained."			11.1	-	100.0	-	2.9
Assignment to canner upon all crops within contract to such an extent as is necessary to reimburse the canner for the value of all materials, supplies, seeds or other advancements made by it to grower	11.1					13.8	5.7
Grower not to encumber crops in such a way as to interfere with assignment to canner	22.2					-	2.9
Other provisions	11.1	100.0	11.1	-	30.0	24.1	22.9

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	29	70
	(Percent of contracts with stated provisions)						
<u>24. ARBITRATION</u>							
No provision	77.8	100.0	88.9	88.9	80.0	86.2	85.7
Expense of arbitration shared equally by grower and canner	22.2	-	-	-	-	-	2.9
No. of arbitrators stated	22.2	-	11.1	11.1	20.0	10.3	12.9
Means of selecting arbitrators stated	22.2	-	11.1	11.1	20.0	10.3	12.9
Arbitration applicable to:							
Amount of passed acreage and/or volume	22.2	-	11.1	11.1	20.0	13.8	14.3
Value of passed acreage	-	-	-	-	-	10.3	4.3
Other disputes	-	-	-	-	-	10.3	4.3
States two out of three is binding	22.2	-	11.1	11.1	20.0	-	8.6
Decision shall be final and binding, and/or accepted by both parties	22.2	-	11.1	11.1	20.0	-	8.6
Other provision	-	-	-	-	10.0	3.4	2.9
<u>25. PAYMENTS</u>							
No provision	44.4	-	-	22.2	-	3.4	10.0

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
<u>25. PAYMENTS</u>							
No provision	44.4	-	-	22.2	-	3.4	10.0
Date							
November 1	-	-	22.2	-	10.0	6.9	7.1
Half by November 1 and balance by December 31					10.0	-	1.4
December 15					20.0	13.8	8.6
Half on November 1 and one-half on December 20					20.0	-	2.9
Half on October 31, balance December 15					10.0	-	1.4
November 15	-	-	-	-	-	20.7	8.6
December 1	-	-	-	11.1	-	24.1	11.4
Half on December 15 and balance on February 1						6.9	2.9
Other date	33.3	25.0	22.2	44.4	30.0	24.1	28.6
Blank date not filled in	22.2	-	-	-	-	-	2.9
As soon as possible after canning season	22.2	-	11.1	-	-	-	4.3
On full delivery	22.2	-	-	-	-	-	2.9
Formula for date	-	75.0	44.4	44.4	-	-	15.7
No provision	-	-	-	-	-	3.4	1.4
Deductions and conditions							
Charges for seed, fertilizer and other items to be de- ducted from amount due grower for corn	22.2	75.0	100.0	66.7	100.0	93.1	81.4

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions)							
25. PAYMENTS, (cont'd)							
"The company will withhold payment in event of dispute between landlord, tenant, or mortgagee until same is settled."					20.0		2.9
"If any of the above specified sweet corn is planted on land leased on a share basis without the written consent of the landowner, the company reserves the right to withhold payment until the share due the lesser is agreed upon between the parties to said lease or is judicially determined."			11.1	11.1	50.0	-	10.0
Other provisions	33.3	50.0	33.3	11.1	10.0	31.0	27.1
26. PROVISIONS EXCUSING PERFORMANCE							
No provision	55.6		11.1	55.6	100.0	13.8	31.4
Buyer excused because of							
Strikes or other labor disturbances	77.8	100.0	100.0	66.7	100.0	79.3	84.3
Fire	77.8	100.0	100.0	66.7	100.0	69.0	80.0
Act of God, and/or providential hinderance	66.7	75.0	77.8	33.3	50.0	69.0	62.9

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
Number of contracts	9	4	9	9	10	22	70
	(Percent of contracts with stated provisions)						

26. PROVISIONS EXCUSING PERFORMANCE, (cont'd)

Breakdown of machinery and/or equipment	22.2	-	11.1	22.2	50.0	62.1	40.0
War and Civil commotion	33.3	50.0	44.4	11.1	20.0	41.4	34.3
Shortage of supplies	11.1	-	11.1	33.3	90.0	24.1	30.0
Shortage of labor	44.4	-	22.2	11.1	60.0	24.1	28.6
Failure or lack of transportation facilities	22.2	-	22.2	11.1	20.0	13.8	15.7
Other provisions	66.7	100.0	88.9	100.0	100.0	100.0	94.3
No provisions	22.2	-	-	-	-	-	2.9
Seller excused because of							
Act of God	44.4	75.0	88.9	22.2	30.0	55.2	51.4
Other provisions	44.4	100.0	88.9	44.4	50.0	79.3	68.6

27. CANCELLATION

No provision	55.6	50.0	55.6	77.8	50.0	41.4	51.4
At option of canner by express date	11.1	-	11.1	11.1	40.0	10.3	14.3
Either party by express date	11.1	-	-	-	10.0	37.9	18.6
Must be in writing	11.1	-	-	-	-	34.5	15.7
Canner reserves right to terminate delivery of corn after certain date	22.2	25.0					4.3

Classification	Ohio	Indiana	Illinois	Iowa	Minnesota	Wisconsin	Total all States
(Percent of contracts with stated provisions).							
27. <u>CANCELLATION</u> , (cont'd)							
"The buyer reserves the right to cancel in full or reduce the acreage prior to planting, provided that in its opinion economical or climatic conditions do not warrant the growing of the full crop provided for by this contract."						3.4	1.4
Other provisions	11.1	25.0	44.4	11.1		31.0	22.9