TEXAS DEPARTMENT OF AGRICULTURE BULLETIN

Published by the Texas Department of Agriculture, Austin, Texas.

JULY, 1929

NO. 97

WAREHOUSE LAWS of the STATE OF TEXAS and LIST OF STATE BONDED WAREHOUSES

By FRED W. DAVIS, Director of Warehouses

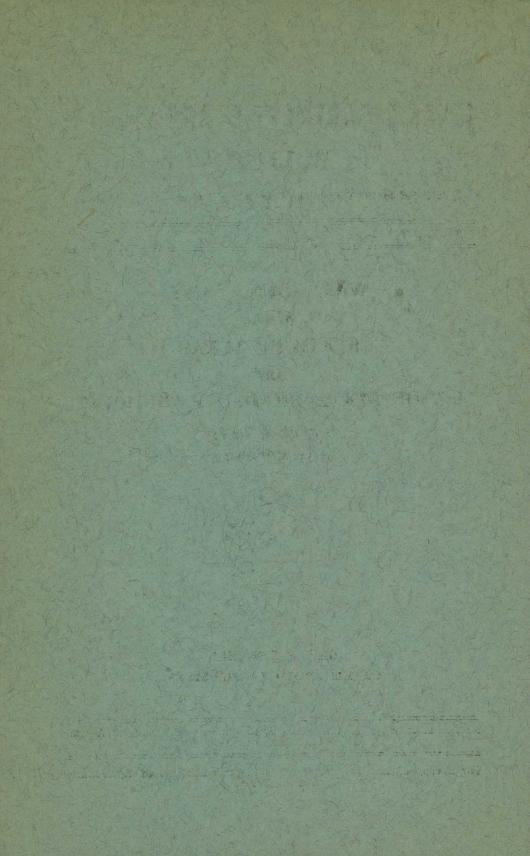




GEO. B. TERRELL COMMISSIONER OF AGRICULTURE

Entered as second-class matter, May 8, 1909, at the Post Office at Austin, Texas, under the Act of June 6 1900.

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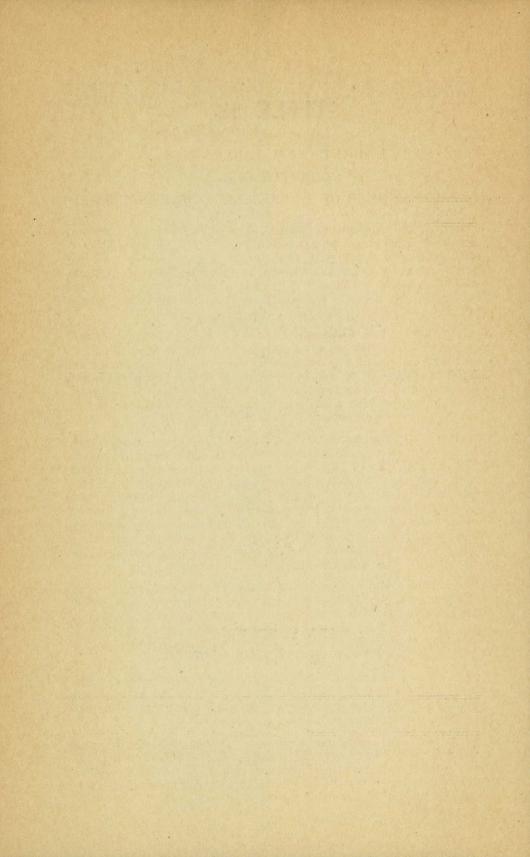
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TITLE 93

MARKETS AND WAREHOUSES. CHAPTER ONE.

COMMISSIONER OF MARKETS AND WAREHOUSES.

Art. 5562. Appointing Board.—The Governor, the Commissioner of Agriculture and the Banking Commissioner shall constitute a board which with the consent of the Senate, shall appoint biennially a suitable person as Commissioner of Markets and Warehouses to full such office for a term of two years. Said Commissioner may for cause be removed at any time by the board. [Acts 1st C. S. 1917, p. 65.]

Art. 5563. The Commissioner.—The word "Commissioner," as used in this title, shall mean the Commissioner of Markets and Warehouses of the State of Texas. He shall be furnished proper quarters to be selected by the Governor, to meet the requirements of his department. He shall give bond in the sum of ten thousand dollars payable to the Governor and conditioned for the faithful performance of his duties. [Id.]

Art. 5564. Employees and expenses.—The Commissioner with the consent of said Board may employ a chief clerk, and such other help as may be necessary. Such help, other than the chief clerk, shall receive such salaries as may be fixed by the Commissioner and approved by the board. The Commissioner and such employees when traveling on official business shall receive actual necessary expenses. All expenditures, including expenses of administering this department shall be paid by a warrant drawn by the Comptroller on the State Treasurer, on accounts approved by the Commissioner or on his auhority. [Id.]

Art. 5565. May examine affairs.—The Commissioner and each person appointed by him shall have authority to administer oaths for the purpose of this law, and under the direction and at the instance of the Commissioner, such persons may, upon their warrants, examine into the affairs of any gin or corporation licensed under this Act. [Id.]

Art. 5566. Statistics.—The Commissioner shall collect, from every source available, information concerning stocks on hand and the probable yield of farm and ranch products, and disseminate the same. [Id.]

Art. 5567. To establish agencies.—The Commissioner shall establish agencies for the sale of farm, orchard, and ranch products, wherever it may be deemed advisable, in which event he is empowered to prescribe all regulations for the conduct of such agencies as may be found necessary. [Id.]

CHAPTER TWO.

WAREHOUSES AND WAREHOUSEMEN.

Art. 5568. [7819] "Public Warehousemen" and "Warehouse."—Any person, firm, company, or corporation who shall receive cotton, wheat, rye, oats, rice, or any kind of produce, wares, merchandise, or any personal property in store for hire, shall be deemed and taken to be public warehousemen.

A warehouse, within the meaning of this law shall be a house, building, or room in which any of the above mentioned commodities are stored and are protected from damage thereto by action of the elements. [Acts 1901, p. 251, Acts 1st C. S. 1913, p. 93, Acts 2nd C. S. 1919, p. 138.]

Art. 5569. [7820] Certificate and bond.—The owner, proprietor, lessee or manager of any public warehouse, whether an individual, firm or corporation, before transacting any business in such public warehouse shall procure from the county clerk of the county in which the warehouse or warehouses are situated, a certificate that he is transacting business as a public warehouseman under the laws of the State of Texas, which certificate shall be issued by said clerk upon a written application, setting forth the location and name of such warehouse or warehouses, and the name of each person, individual or a member of the firm, interested as owner or principal in the management of the same, or, if the warehouse is owned or managed by a corporation the name of the president, secretary and treasurer of such corporation shall be stated, which application shall be received and filed by such clerk and preserved in his office, and the said certificate shall give authority to carry on and conduct the business of a public warehouse and shall be revokable only by the district court of the county in which the warehouse or warehouses are situated, upon a proceeding before the court by written petition of any person, setting forth the particular violation of the law, and upon process, procedure and proof, as in other civil cases. The person receiving a certificate, as herein provided for, shall file with the county clerk granting same, a bond payable to the State of Texas, with good and sufficient surety, to be approved by said clerk, in the penal sum of five thousand dollars, conditioned for the faithful performance of his duty as a public warehouseman, which bond shall be filed and preserved in the office of such county clerk. [Acts 1901, p. 251, Acts 1st C. S. 1913, p. 93.]

Art. 5570. [7821] Receipts and duplicates.—On application of the owner or depositor of the property stored in a public warehouse, the warehouseman shall issue over his own signature, or that of his duly authorized agent, a public warehouse receipt therefor, to the order of the person entitled thereto; which receipt shall purport to be issued by a public warehouse,

shall bear the date of the day of its issue, and shall state upon its face the name of the warehouse and its location, the description, quantity, number and marks of the property stored. Where such receipt is for cotton it shall state the class and weight, and the date on which it was originally received in warehouse, and that it is deliverable upon return of the receipt properly indorsed by the person to whose order it was issued, and on payment of all charges for storage, and insurance, which charges shall be stated on the face of the receipt. All such receipts shall be numbered consecutively, in the order of their issue. A correct record of such receipts shall be kept in a well bound book, which shall be at all reasonable hours, open to an examination by any interested person. No two receipts bearing the same number shall be issued from the same warehouse during the same year, nor shall any duplicate receipts be issued, except in the case of a lost or destroyed receipt, in which case the new receipt shall bear the same date and number as the original, and shall be plainly marked on its face, "duplicate." No such duplicate receipt shall be issued by the public warehouseman until adequate security acceptable to the warehouseman be deposited with or to the order of said warehouseman, to protect the party or parties who may finally hold the original receipt in good faith and for a valuable consideration. [Acts 1901, p. 251; Acts 1st C. S. 1918, p. 94.]

Art. 5571. Cotton under lien.—If there is any incumbrance or lien of any kind on said cotton at the time of its storage the nature and amount of same shall be clearly set out and it is hereby made the duty of the public warehouseman or his authorized agent issuing the receipt, to have said blank filled in and signed by the owner of the cotton before issuing a negotiable receipt against same. Such statement need not be made if a non-negotiable receipt is desired, but in such cases the public warehouseman issuing said receipt shall write or stamp across the face thereof the words "not-negotiable." [Acts 1st C. S. 1913, p. 95.]

Art 5572. Exchange of receipt.—If a person holding a non-negotiable receipt for cotton as is herein provided for, shall desire to obtain a negotiable receipt in lieu thereof, he shall return said non-negotiable receipt to the public warehouse issuing same and thereupon shall comply in every respect with the provisions of this chapter relating to negotiable receipts, and upon compliance therewith a negotiable receipt shall be issued to him in lieu of said non-negotiable receipt, and said negotiable receipt thereupon shall be canceled, and the word "canceled" plainly marked in ink across the face thereof. [Id.]

Art. 5573. Delivery must precede receipt.—No public warehouse receipt shall be issued except upon the actual previous delivery of the goods in the public warehouse or on the premises, and under the control of the public warehouseman by whom it purports to be issued; and the name of the warehouse shall invariably be specified in such receipt. [Id.]

Art. 5574. Delivery from warehouse.—On the presentation and return to the warehouseman of any public warehouse re-ceipt issued by him and properly indorsed and the tender of all proper warehouse charges upon the property represented by it, such property shall be delivered immediately to the holder of such receipt; but no public warehouseman who shall issue a receipt for goods shall, under any circumstances or upon any order or guarantee whatsoever deliver the property for which receipts have been issued, until the said receipt shall have been surrendered and canceled except in case of lost receipts. default of strict compliance with the provisions of this article, he shall be held liable to the legal holder of the receipt for the full value of the property therein described, as it appeared on the day of the default, and shall also be liable to the special penalty herein provided. Upon delivery of the goods from the warehouse, upon any receipt, such receipt shall be plainly marked in ink across its face with the words "Canceled" with the name of the person canceling the same, and shall thereafter be void, and shall not again be put in circulation. [Id.]

Art. 5575. Cannot limit liability.—No public warehouseman shall insert in the public warehouse receipt issued by him any language limiting or modifying his liabilities or responsibilities as imposed by the laws of this State, excepting, "not accountable for leakage or depreciation," or words of like import and meaning. [Id.]

Art. 5576. Receipts negotiable.—The receipt issued against property stored in a public warehouse, is herein provided for shall be negotiable and transferable by endorsement in blank or by special endorsement; and delivery in the same manner and to the same extent as bills of exchange and promissory notes now are, without other formality; and the transferee or holder of such public warehouse receipt shall be considered and held as the actual and exclusive owner, to all intents and purposes, of the property therein described, subject only to the lien and privilege of the public warehouseman for storage and other warehouse charges; provided, however, that all such public warehouse receipts as shall have the words "not negotiable" plainly written or stamped on the face thereof, shall be exempt from the provisions of this article; and provided, further, that no public warehouseman shall issue a warehouse receipt against his own property in his own warehouse; but, upon sale of such property in good faith may issue to the purchaser his public warehouse receipt in form and manner as herein provided, which issue and delivery of the receipt shall be deemed to complete the sale, and shall constitute the purchaser full owner, as aforesaid, of the property therein described. Nothing in this last clause shall be construed to exempt the issuer of said receipt for his own goods in his own public warehouse, from complying with and being subject in all respects, to all other articles of this chapter. [Id.]

Art. 5577. Exceptions.—Nothing in this law shall be construed to apply to private warehouses or to the issue of receipts by their owners or managers under existing laws, or to prohibit public warehousemen from issuing such receipts as are now issued by private warehousemen under existing laws. Such private warehouse receipts issued by public warehousemen shall never be written on a form or blank indicating that it is issued from a public warehouse, but shall, on the contrary, bear on its face, in large characters, the words, "not a public warehouse receipt." [Id.]

CHAPTER THREE.

MARKETS AND WAREHOUSE CORPORATIONS.

Art. 5578. Application for charter.—Any number of persons, not less than ten, at least sixty percent of whom shall be engaged in agriculture, horticulture, or stock-raising as a business, and not less than three-fourths of whom shall be resident citizens of Texas, may apply to the Commissioner of Markets and Warehouses for a charter to permit them to organize and operate as a co-operative association, under the provisions of this chapter. In cities of a population of forty thousand or over, the above provisions shall not apply. The application for such charter shall contain the information required by the general corporation laws, and also state the number of its directors, which shall not be less than three, nor more than twenty-five and the name and residence of those selected for the first year.

The application shall be accompanied by the affidavit of three of such applicants, showing that no less than fifty percent of the capital stock is actually paid in, which capital stock shall be, in no instance, less than five hundred dollars, divided into shares of five dollars each. If the same has been paid in otherwise than in cash, then a detailed statement as to the kind, character, and value of the property in which paid shall be made a part of the affidavit. [Acts 1st C. S. 1917, p. 65.]

Art. 5579. Powers of corporation.—Corporations chartered hereunder shall have the right to act and do, and perform generally, all things which may be done and performed by warehousemen. Such corporations may sell in the market all products of the farm, ranch or orchard, on a commission basis, or such other basis as may be agreed upon by them with their customers. They may purchase, construct or lease all such warehouse, landings and buildings, as may be necessarry for their business. They

may employ such other instrumentalities and agencies as may be necessary for the storage, preservation and marketing of farm, ranch, and orchard products, to the best advantage of the members and customers. They may loan money upon products placed in their warehouses; provided, that the amount loaned thereon shall not exceed seventy-five percent of the market value of the property so placed with them. They may loan money upon chattel mortgages, to their members only, for the purpose of enabling them to make and mature their crops, but such chattel mortgages shall always be upon property of at least double the value of money loaned thereon. They may loan money on crop mortgages, but such crop mortgages must always be the first mortgage thereon, exclusive of the landlord's lien, and shall always be secured by an acreage, which, under ordinary general conditions, would produce double the amount loaned thereon. They may invest their capital stock and surplus in a home office building and may also invest such capital stock, surplus, and undivided profits in United States bonds, Texas State bonds, county, city district, and municipal bonds, and road bonds in the State of Texas: provided, such bonds are issued by authority of law, and interest upon them has never been defaulted. Such corporations shall never receive deposits, nor discount commercial paper generally, but may make such character of loans and investments as are herein provided for; provided, such corporations shall never be permitted to loan money upon chattel mortgages, crop mortgages, or personal security, except to their members, and then only to enable them to make, mature, and gather their crops, or market their farm, ranch or orchard products. They may erect, purchase or lease, and operate warehouses, buildings, elevators, gins, storage tanks, silos, and such other places of storage and security as may be necessary for the storage, grading, weighing and classification of cotton, and all farm products, and for the purpose of preparing such products for the market.

Art. 5580. May issue bonds.—Such corporations shall have authority to contract debts, as have other business corporations, and may issue special bonds, to be known as "sinking fund bonds" as follows: They may invest all or any part of their capital stock in such securities as are herein designated for the payment or investment of their capital, which, when approved by the Commissioner, shall be deposited in the State Treasury. The interest on such investments shall be annually paid into the State Treasury, and be placed to the credit of the sinking fund for the liquidation of bonds of such corporations, and the interest shall be invested from time to time by the Commissioner in similar securities, which in turn shall be deposited in the State Treasury. Such securities, when so deposited in the State Treasury, shall remain there as the sinking fund out of which the principal sum of the bonds herein provided for shall be paid, and said securities shall not be used for any other purpose than to liquidate the bonds herein provided for, unless, and until, such sinking fund

bonds have been paid; in which event, the securities herein provided for shall be returned to the corporation owning same, and shall become a part of the general assets of the corporation. After the investment in such securities has been made, the Commissioner shall grant authority to the corporation to issue bonds in double the amount of such original capital stock, to bear not greater than six percent interest, and to run not exceeding thirty years. When said bonds have been issued and signed by the proper officers of the corporation, they shall be registered by the Commissioner. Said bonds shall show on their face that the principal thereon is secured by the securities herein required to be deposited in the State Treasury, and shall have plainly written, printed, lithographed, or engraved, on their face the words, "Sinking Fund Bonds of _____ State Bonded Warehouse," with the post-office address of the corporation, the blank space to be filled in with the name of the corporation. Said bonds shall show on their face that the interest contracted to be paid therein is secured to them by the general assets of the corporation. After said bonds have been issued and registered by the Commissioner they shall be returned to the proper officer of the corporation issuing them, and may then be by such corporation placed on the market and sold; but they shall never be sold at less than ninety percent of their face value. [Id.]

Art. 5581. Fees and certificate.—When such an application for charter is filed with said Commissioner, and approved by him, the Secretary of State shall, upon notice of such filing and approval, and the payment of the following fees: Five dollars for five thousand dollars, or less; ten dollars for ten thousand dollars, or more than five thousand dollars; and twenty-five dollars for all over that amount, issue a charter to the applicants; and thereupon the Commissioner shall record said charter, and furnish the corporation a certificate of authority showing that it has complied with the laws of the State of Texas, and is authorized to do business until the last day of April of the succeeding year. No charter fee shall exceed twenty-five dollars. [Id.]

Art. 5582. Bond.—Before said charter is delivered to the corporation, and before said certificate is furnished, the corporation shall execute, by its proper officers, a bond, payable to the State of Texas, the amount of such bond to be determined by the Commissioner. The amount of any such bond may be changed from time to time, in accordance with the volume of business done or to be done by the corporation; and such bond shall be approved by the Commissioner before it is filed. Such bond shall be conditioned that the corporation will observe all provisions of this law, and the rules of the Commissioner, in so far as its business is regulated and controlled by them; and that the corporation will exercise ordinary care in the storage, preservation, and handling of all farm, ranch, and orchard products intrusted to it for storage or sale, or both; and shall also guarantee the classifi-

cation, weights, grades and measures made by the corporation, or under its authority, as approximately correct. [Id.]

Art. 5583. Breach and new bond.—The bond herein provided for shall indemnify any person who may be damaged by any statement made by the corporation, or under its authority, in any certificate it may issue for such product stored with it. Such bond may be sued upon by any person sustaining damage by reason of any breach of its condition, growing out of any fault or dereliction of duty by said corporation, or any person authorized to act for it. If any such bond shall become impaired from any cause, the Commissioner may require the maker to furnish a new and sufficient bond, by written notice, and if such impairment is not made good within thirty days after notice, the Commissioner shall have authority to proceed to close the doors of the corporation, liquidate its affairs, and discharge its debts, as is provided for in this chapter. In the event the Commissioner shall take charge of such corporation, he is empowered to collect by suit, or otherwise, the full amount of the bond, or so much thereof as is necessary, which taken with the other assets of the corporation, may be found sufficient to discharge its obligations. [Id.]

Directors and meetings.—The property and business of corporations chartered hereunder shall be controlled and managed by a board of directors of not less than three, nor more than twenty-five in number, who shall be members of the corporation, and bona fide citizens of Texas, and no member of the board of directors of one such corporation shall be a member of a board of directors of any other such corporation. The directors shall be elected annually, at a general meeting of the directors of such corporation, which meeting shall be held at such time and place as may be prescribed by the by-laws of the corporation. The notice of such meeting shall be mailed to each member at least two weeks before the date set for the same. Each member of the corporation, at all general and special meetings of the same, shall have one vote, and no more. The directors may appoint, or remove any officer or employee at pleasure. [Id.]

Art. 5585. Statement of affairs.—The Commissioner shall, also, at least twice each year, and more if deemed necessary, require each such corporation to file in his office upon forms prescribed by him, a statement of its affairs, showing the condition of its reserve fund, its assets and liabilities, and such other information as he may deem advisable. Such statement shall be made upon the oath of one of the managing officers of the corporation, and shall be attested by at least a majority of its directors. [Id.]

Ar. 5586. Examination of affairs.—Every bonded ware-house corporation chartered under the laws of this State shall be subject to the supervision and control of the Commissioner, and he shall make, or cause to be made, an examination of the affairs and dealings of each such corporation, at its expense, at least

once each year, and at such other times as the Commissioner may deem necessary. If, upon examination, any such corporation is found to be insolvent, or has exceeded its powers, or its business is being conducted in an unsafe manner, or it has failed to comply with any provision of this chapter within a reasonable time, not to exceed, in any event, thirty days, the Commissioner shall report the condition of the corporation to the Attorney General, who may bring such action as the necessities of the case and law may require.

Expense of examination.—The expense of each Art. 5587 regular and special examination of corporations chartered under this chapter shall be paid by the corporation examined, in such an amount as the Commissioner shall certify to be just and reasonable. Such expense shall be paid in proportion to the capital stock of the various corporations, as follows: Those with a capital stock of less than twenty-five hundred dollars shall not pay more than five dollars; those with a capital stock of two thousand five hundred dollars, and not exceeding ten thousand dollars, not exceeding ten dollars; those with a capital stock of twenty-five thousand dollars, and not less than ten thousand dollars, not exceeding twenty dollars; those with a capital stock of one million dollars or more, shall pay not exceeding two hundred dollars, for each examination. All money collected as examination fees shall be paid by the Commissioner directly into the State Treasury to the credit of the general revenue fund. [Id.]

Art. 5588. Amenable to general laws.—Every corporation organized under this chapter shall be amenable to and subject to all laws of this State governing corporations generally. [Id.]

Art. 5589. Limitation of authority.—No officer or employee shall have power to indorse, sell, pledge, or hypothecate any bond, note or other obligation received by such corporation, or any property deposited with it as warehousemen, until such power and authority shall have been given such officer or employee by the board of directors, in a meeting of the board, regularly called and held, a written record of which proceedings shall have first been made upon the minutes of the corporation; and all such acts of any officer or employe, indorsing, selling, pledging, or hypothecating any such pledge or property, shall, without the authority of the board of directors, as herein provided, be null and void. [Id.]

Art. 5590. Division of profits.—Every corporation organized hereunder may divide its profits among its members, in proportion to the amount of business transacted for each said member, after having paid dividends to each member, on the amount which each of said members has paid into the capital stock of the company, subject, however, to the following provisions: Twenty percent of the net profit on each years' business shall annually be paid into the reserve fund, until the reserve fund

shall equal twice the amount placed in the capital stock at the time the corporation was chartered; the balance of the net profits shall be divided in accordance with the by-laws of the corporation; provided, that the subscribers to the capital stock shall first be entitled to a ten percent dividend, or such less amount as may be stated in the by-laws for each year, before the remainder thereof is divided among the members in proportion to the amount of business transacted for each member. [Id.]

Art. 5591. Failure to obey law.—If any corporation subject to the provisions of this chapter shall refuse to submit its books, and papers, and correspondence, for inspection, to the Commissioner or any of his authorized examiners; or, if any officer or directors of any such corporation shall refuse to be examined on oath touching the business and property of the corporation; or, if it shall be found to have violated its charter, or any law of the State binding upon it, the Commissioner shall report the facts to the Attorney General, who shall institute such proceedings against such corporation as is authorized to be instituted against insolvent corporations. Id.)

Art. 5592. Certificate of qualification.—Before any such corporation shall be permitted to open its doors for business and in order for it to continue to transact business, the employe or officer in active management shall obtain a certificate from the Commissioner, certifying that he is qualified and authorized to perform the duties of said corporation. In order to receive such certificate such person must present satisfactory evidence to the Commissioner that he is competent to discharge the duties of such position. Upon receiving satisfactory evidence of qualification, and upon the payment of a filing fee of one dollar, the Commissioner may issue to any applicant therefor a certificate showing that such applicant is qualified. The life of any such certificate shall not exceed two years, at the expiration of which time the applicant must obtain a new certificate. (Id.)

Art. 5593. Unsafe corporation.—Whenever, after examination, the Commissioner shall have reason to believe that the capital stock of any corporation subject to the provisions of this chapter is impaired, he shall, by written notice, require the corporation to make good the impairment. Whenever it shall appear to the Commissioner, from any examination made by an examiner, that such corporation is conducting its business in an unsafe and unauthorized manner, he shall, by an order under his hand and seal, direct the discontinuance of such unsafe and unauthorized practice, and shall require a strict compliance with the requirements of the law. If wrong entries are made in the books of a corporation, or if wrong or unlawful uses of its funds have been made, the Commissioner shall require that such entries be corrected and such sums as were unlawfully paid out shall be restored to the corporation by the person or persons responsible for the wrongful use therof. If any corporation shall refuse or neglect to make any such report as hereinafter required, or to comply with any such order as aforesaid, or whenever it shall appear to the Commissioner that it is unsafe or inexpedient for any such corporation to continue to transact business, by reason of neglect or mismanagement, or that any officer or director has abused his trust, or has been guilty of misconduct, or of malversation of his official position, injurious to the institution, or that it has suffered a serious loss by fire, repudiation, or otherwise, the Commissioner shall communicate the facts to the Attorney General, who shall institute such proceedings as the nature of the case may require. (Id.)

Art. 5594. Forced liquidation.—The court, or judge, in term time or vacation, before whom such proceedings may be instituted, shall have power to grant such orders as may be necessary to grant such relief as the evidence and the situation of the parties may require. If from any examination made by the examiner, it shall be discovered that any such corporation is insolvent, or that its continuance in business will seriously jeopardize the interest of its stockholders or is creditors, the Commissioner shall immediately close such corporation, and shall take charge of all its property and effects. Upon taking charge of any such corporation, the Commissioner shall, as soon as practicable, ascertain by a thorough examination into its affairs. its actual financial condition. If the Commissioner shall become satisfied that such corporation cannot resume business or liquidate its indebtedness to the safety of its shareholders and its creditors, he shall report the fact of its insolvency to the Attorney General. Upon receipt of such notice and information. the Attorney General shall institute proper proceedings, for the purpose of having a receiver appointed to take charge of such corporation, and to wind up its affairs and business for the benefit of its creditors and members; and the court, or judge thereof, in term time or vacation, after such notice and hearing, if it appear necessary, shall appoint a receiver to take possession of the property and effects of said corporation, for the purpose of winding up the business thereof. The Commissioner may appoint a special agent to take charge of the affairs of any such insolvent corporation, until a receiver is appointed. The special agent so appointed shall qualify, give bond, and receive compensation, the same as regularly appointed warehouse examiners; such compensation to be paid by the corporation out of its assets, when allowed by the court as costs in the case of the appointment of a receiver. In no case shall any corporation continue in charge of such special agent for a longer period than sixty days. [Id.]

Art. 5595. Voluntary liquidation.—Any such corporation may place its affair and effects under the control of the Commissioner, on notice to him, and by posting a notice on its front dcor as follows: "This institution is in the hands of the Commissioner of Markets and Warehouses of the State of Texas."

The posting of this notice, or a similar notice, by the Commissioner, or under his direction, that he has taken possession of any corporation, shall be sufficient to place the property and assets of the corporation, of whatever nature, in possession of said Commissioner and shall operate as a bar to any and all attachment proceedings. [Id.]

Art. 5596. Warehouse examiners.—The Commissioners shall, from time to time, appoint such number of State warehouse examiners as he may deem necessary to make examination of public warehouses, and corporations chartered under this chapter, which number shall at no time exceed one examiner for each fifty corporations and public warehouses subject to examination under this chapter and laws of this State. As full compensation for the performance of the duties of examiner, each person so appointed shall be entitled to receive a salary of not exceeding two thousand dollars per annum, and all reasonable necessary expenses, including hotel bills. An itemized and sworn account of such expenses shall be presented to the Commissioner for approval. Every warehouse examiner appointed by the Commissioner shall be a cotton grader and classer, and a competent book-keeper. Such examiner shall first make and file with the Commissioner an affidavit that he will make fair and impartial examinations; that he will not accept directly or indirectly any gift or pay for any service done in the line of his duty other than the pay fixed by law, and that he will not reveal the condition of any corporation or public warehouse examined by him, or give out any information secured in the course of any examination to any one except the Commissioner and except when requested to do so in court. [Id.]

Art. 5597. Appointment of examiners.—No such examiner shall be appointed who is, at the time, an officer or stockholder in any warehouse company or corporation, or who owns any interest in any warehouse; or in any firm or corporation engaged in the purchase or sale of farm, ranch or orchard products, on commission or otherwise. No such examiner shall be appointed receiver of any State bonded or public warehouse company whose papers and affairs he shall have examined. Each such examiner shall give a bond payable to the State of Texas, in the sum of five thousand dollars, to be approved by the Commissioner, conditioned that he will faithfully perform his duties as such examiner. [Id.]

Art. 5598. May deny or revoke permit.—The Commissioner shall have power to deny a permit to do business under this chapter and to revoke a permit when in his judgment there are sufficient warehouse facilities at the point where a new corporation may desire to do business. [Id.]

Art. 5599. Safety first.—The Commissioner shall have power to prohibit the storage of cotton or other inflammable commodities in an unsafe building, or require a storage house to be re-

modeled within certain specified dates, so as not to unduly hamper the conduct of the business and the convenience of the puplic. [Id.]

Art. 5600. Fire insurance.—The Commissioner shall require fire insurance by blanket policies or individual policies, in some solvent insurance company chartered under the laws of this State or having a permit to do business in the State, to be carried by all public warehouses and all warehouse corporations operating under this chapter, and to require such other means and methods of protection from fire and weather, or depreciation of warehouse property, as the Commissioner may deem necessary in each case. No fire, fire and marine, marine or inland insurance company, doing business in this State shall expose itself to any one risk, either upon buildings of any character, or their contents, except when insuring cotton in bales, and grain, in an amount exceeding ten per cent of the aggregate of the paid up capital stock, and surplus, unless the excess shall be reinsured by such company in some other solvent insurance company legally authorized to do business in this State. [Id.]

Art. 5601. Charge for storage.—All charges for storage in warehouses operating under the provisions of this and the preceding chapter, shall be subject to limitation and regulation by the Commissioner to the extent of fixing a minimum charge therefor. The charges so fixed need not be the same at all places or at all times, but the Commissioner may take into consideration the local conditions, and the volume of business of each warehouse. In fixing charges for gin compressed cotton, consideration shall be given to the size of the bale. [Id.]

Art. 5602. Standards of weights and measures.—The standards of weights and measures of this State shall be the standards of weights and measures used under the terms and provisions of this chapter. It shall be the duty of the Commissioner to establish standards of classifications of cotton, corn, and other farm and ranch products, of whatever kind and character, which may be subject to classification, and originals of such standards so established shall be maintained, subject to public inspection, in the office of the Commissioner at all reasonable times; and duplicates of such standards as well as the standards of weights and measures, shall be furnished by the Commissioner to all persons who may apply therefor, under the payment of the necessary cost thereof. It shall be the duty of each public warehouse company to keep a duplicate of said standards, as well as the standards of weights and measures, at its warehouse, subject to inspection and comparison of grades and classification by persons storing products therein; provided, that the standards of classification shall always be the standards established by the Government of the United States, or of this State. [Id.]

Art. 5603. Liability of corporation.—The liability of a corporation chartered and operating under this chapter for warehouse purposes, shall be that of a public warehouseman, and it shall have the same rights as a public warehouseman, including a lien for storage, insurance, and other warehouse charges, as well as for charges for any service performed by it. [Id.]

Art. 5604. Lien of corporation.—Such corporation shall also have a lien for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, coopering, and other charges and expenses in relation to such goods; and also, all reasonal le charges and expenses for notice and advertisement of sale of goods, where sale has been made in satisfaction of the warehouseman's lien. [Id.]

Art. 5605. Satisfaction of lien.—A warehouseman's lien for a claim which has become due may be satisfied as provided in the succeeding chapter. No publication fee shall be charged in excess of the rate now allowed by statute for the publication of legal notices. One notice of sale shall be placed at the court house door of the county in which the warehouse is located. If any goods are delivered to any person paying for the same and the warehouseman desires it, he may require a bond of indemnity as protection from claims of other persons. [Id.]

Art. 5606. Landlord's lien.—The landlord's lien on cotton or other farm products shall continue so long as the same are on storage in any warehouse, whether the same be a warehouse operated under this law or a private warehouse, provided a negotiable receipt has not been issued therefor. [Id.]

Art. 5607. Delivery of goods.—Upon the presentation and return to the warehouse of any warehouse receipt issued by its manager, and properly endorsed, and the tender of all proper warehouse charges upon the property presented by it, such property shall be delivered immediately to the holder of such receipt; but the manager of such warehouse shall not, under any circumstances, or upon any other guarantee, deliver the property upon which said receipts were issued until such receipts have been delivered and cancelled, except in case of lost receipts. Any such receipt, when returned and cancelled, shall be kept by the manager in his office, until ordered destroyed by the directors, for one year from date of cancellation. Upon delivery of the goods in a warehouse, upon any receipt, such receipt shall be plainly marked, or stamped in ink, across its face, with the word "cancelled," toge her with the name of the manager cancelling the same; and shall thereafter be void, and shall not again be put into circulation. [Id.]

Art. 5608. Forms.—The Commissioner shall prescribe all the forms of receipts, certificates and records, of whatsoever description necessary in the conduct of warehouses under this chapter, but all such receipts, certificates and forms shall be

drawn in accordance with the terms of this title. All warehouse receipts shall be of uniform character, in the same class as prescribed by the Commissioner. [Id.]

Art. 5609. Negotiable receipt.—An negotiable receipt issued against goods or products stored in a warehouse under this chapter shall be negotiable and transferable by endorsement in blank, or by a special endorsement and delivery in the same manner and to the same extent as bil's of exchange and promissory notes now are, without any formality. The transferee or holder of such warehouse receipt shall be considered and held as actual and exclusive owner, to all intents and purposes, of the property therein described, subject only to lien and privileges of the warehouse for storage, insurance, and other warehouse charges. All such warehouse receipts with the word "non-negotiable" plainly marked or stamped on the face thereof shall be exempt from the provisions of this article. [Id.]

Art. 5610. Receipts.—All receipts shall be numbered consecutively, in the order of their issuance, and a record of such receipt shall be kept at the office of the company. No two receipts bearing the same number shall be issued from the same warehouse during the same year, nor shall any dulpicate receipt be issued, except in case of a lost or destroyed receipt, in which case a new receipt shall be issued, which shall bear the same date and number as the original, and shall be plainly marked on its face "Duplicate." In addition to the other provisions, each receipt shall have a blank form on the back thereof, to be filled in and signed by the owner of the cotton or other products for which it is issued, showing whether a pre-existing and unsatisfied lien of any kind exists against it. If there be a landlord's lien, or such unsatisfied lien, or incumbrance, or lien of any kind, on said cotton, or other products, at the time of its storage, the amount of the claim shall be clearly set out; and it is made the duty of the manager issuing the receipt to have said blank filled in and signed by the owner of the cotton, or other product before issuing a negotiable receipt for the same; provided, however, such statement may not be made if a nonnegotiable receipt is desired. When cotton grown on rented or leased premises is tendered for storage in a State warehouse. in addition to the foregoing instruments, all receipts issued therefor shall be issued jointly, in the name of the owner and the landlord, showing their respective interes's in such cotton, unless the tenant or person storing the same presents authority from the landlord, or from the tenant, as the case may be, requesting the issuance of a receipt in the name of the one or the other, which request shall be in writing, and filed with the manager of the warehouse. If the person holding a non-negotiable receipt desires to obtain a negotiable receipt in lieu thereof, he shall return the non-negotiable receipt to the warehouse issuing the same and thereupon shall comply in every respect with the provisions of this Act, relating to negotiable receipts. and upon compliance with which a negotiable receipt shall be issued to him in lieu of the non-negotiable receipt. When the non-negotiable receipt is surrendered or canceled, the word "canceled" shall be plainly marked or stamped in ink, across the face thereof. No warehouse receipt shall be issued except on the actual previous delivery of the goods in the warehouse or on the premises under the control of the manager thereof. [Id.]

- Art. 5611. All warehouses included.—All warehouses now or hereafter operating under an Act passed by the Thirty-third Legislature of Texas, and known as the "Public Warehouse Act," are hereby placed under the management and control of the Commissioner, and all chartered warehouses for the storing of farm, ranch or orchard products, not incorporated under this Act, may, by a majority vote of its stockholders, upon application to the Secretary of State, upon payment of a fee of ten dollars, amend their charter so as to come under this Act. Such warehouses shall make such bonds as the Commissioner may require, and such warehouses shall issue such receipts as are authorized by the Commissioner. [Id.]
- SECTION 1. The office of Commissioner of Markets and Warehouses of the State of Texas is hereby abolished, and the authority, duties, powers, functions, rights, and liabilities, heretofore vesting in said commissioner, shall hereafter vest in and be had and performed by the Commissioner of Agriculture. The Markets and Warehouse Department and the Weights and Measures Department of the State of Texas are hereby abolished, and the duties and functions of the same shall hereafter vest in the Commissioner of Agriculture.
- SEC. 2. The board, consisting of the Governor, the Commissioner of Agriculture, and the Commissioner of Insurance and Banking, created by Chapter 5, of the General Laws enacted at the Second Called Session of the Thirty-third Legislature, for the purpose of appointing a Commissioner of Markets and Warehouses, is hereby abolished.
- SEC. 3. The Board of Supervisors of Warehouses, consisting of the Governor, Commissioner of Agriculture, and the Commissioner of Insurance and Banking, created by Chapter 5, of the General Laws enacted at the Second Called Session of the Thirty-third Legislature, is hereby abolished, and any authority, duties, powers, functions, rights, and liabilities of said board, existing under the law, shall hereafter vest in and be had and performed by the Commissioner of Agriculture.
- SEC. 4. The Commissioner of Agriculture shall hereafter have and perform all the authority, duties, powers, rights, and liabilities heretofore vesting in the Commissioner of Insurance and Banking, or the Banking Commissioner of Texas or the Commissioner of Insurance, if any, relative to warehouses, except such as are conferred upon said Commissioner of Insurance and Banking by the provisions of Chapter 3 of the General Laws

of the Second Called Session of the Thirty-third Legislature of this State.

SEC. 5. The power and authority to administer the provisions of Chapter 5 of the General Laws of the Second Called Session of the Thirty-third Legislature; Chapter 41 of the General Laws of the First Called Session of the Thirty-fifth Legislature, and Chapters 116 and 126 of the General Laws of the Regular Session of the Thirty-sixth Legislature and such powers and duties as are conferred upon the Commissioner of Markets and Warehouses by Chapter 22, Acts of the Regular Session of the Thirty-seventh Legislature and Chapter 38 of the Second Called Session of the Thirty-eighth Legislature shall hereafter vest in the Commissioner of Agriculture, and it shall be his duty to administer said laws, or so much of same as may be in force.

SEC. 6. All appropriations heretofore made for the Markets and Warehouse Department and the Weights and Measures Department shall hereafter be available to the Commissioner of Agriculture to expend, as provided by law, in the execution of the work and the performance of the duties herein transferred; provided that the Commissioner of Agriculture shall be authorized to re-apportion and rearrange the duties of the office and of the employees and fix the salaries of said employees, where not fixed by law, and shall be authorized to discontinue any duties, work, or employees, in order to prevent a duplication of work already being performed, or authorized to be performed by the Department of Agriculture. [Id. p. 35.]

The above chapter abolishes the office of Commissioner of Markets and Warehouses and confers some, if not all, of his powers and duties on the Commissioner of Agriculture. Chapters 1, 2 and 3 of Title 93 are retained herein in order that it may be ascertained therefrom what are the powers and duties of the Commissioner of Agriculture under said Chapter 13.

CHAPTER FOUR.

UNIFORM WAREHOUSE RECEIPTS ACT.

Art. 5612. Issue of warehouse receipts.—Warehouse receipts may be issued by any warehouseman. [Acts 1919, p. 215.]

Art. 5613. Form of receipt.—Warehouse receipts need not be in any particular form, but every such receipt must embody within its written or printed terms:

1. The location of the warehouse where the goods are stored.

2. The date of issue of the receipt.

3. The consecutive number of the receipt.

4. A statement whether the goods received will be delivered to a specified person, or to a specified person or his order.

5. The rate of storage charges.

- 6. A description of the goods or of the packages containing them.
- 7. The signature of the warehouseman, which may be made by his authorized agent.

8. If the receipt is issued for goods of which the warehouseman is owner, either solely or jointly or in common with others,

the fact of such owner thip, and

9. A statement of the amount of advances made and of liabilities incurred for which the warehouseman claims a lien. If the precise amount of such advances made or of such liabilities incurred is, at the time of the issue of the receipt unknown to the warehouseman or to his agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof is sufficient.

A warehouseman shall be liable to any person injured thereby, for all damage caused by the omission from a negotiable re-

ceipt of any of the terms herein required.

- 10. When a negotiable receipt is issued under the terms of this Act for cotton or other agricultural products stored in any warehouse operating under the terms of this Act, it shall, in addition to the other conditions mentioned herein, state the weight, grade, and condition of the same and shall state plainly whether such agricultural products are insured or not. [Id. Sec. 2.]
- Art. 5614. Conditions of receipt.—A warehouseman may insert in a receipt, issued by him, any other terms and conditions, provided that such terms and conditions shall not

1. Be contrary to the provisions of this chapter.

- 2. In any wise impair his obligation to exercise that degree of care in the safe-keeping of the goods entrusted to him, which a reasonably careful man would exercise in regard to similar goods of his own. [Id. Sec. 3.]
- Art. 5615. Non-negotiable receipt.—A receipt in which it is stated that the goods received will be delivered to the depositor, or to any other specified person, is a non-negotiable receipt. [Id. Sec. 4.]
- Art. 5616. Negotiable receipt.—A receipt in which it is stated that the goods received will be delivered to the order of any person named in such receipt is a negotiable receipt. No provision shall be inserted in a negotiable receipt that it is non-negotiable. Such provision, if inserted shall be void. [Id. Sec. 5.]
- Art. 5617. Duplicate receipts.—When more than one negotiable receipt is issued for the same goods, the word "duplicate" shall be plainly placed upon the face of every such receipt, except the one first issued. A warehouseman shall be liable for all damages caused by his failure so to do to any one who purchased the subsequent receipt for value supposing it to be an original, even though the purchase be after the delivery of the

goods by the warehouseman to the holder of the original receipt. [Id. Sec. 6.]

Art. 5618. Non-negotiable receipt.—A non-negotiable receipt shall have plainly placed upon its face by the warehouseman issuing it, "non-negotiable," or "not negotiable." In case of the warehouseman's failure so to do, a holder of the receipt who purchased it for value supposing it to be negotiable, may, at his option, treat such receipt as imposing upon the warehouseman the same liabilities he would have incurred had the receipt been negotiable. This action shall not apply, however, to letters, memoranda, or written acknowledgments of an informal character. [Id. Sec. 7.]

Art. 5319. Bound to deliver goods.—A warehouseman, in the absence of some lawful excuse provided by this law, is bound to deliver the goods upon a demand made either by the holder of a receipt for the goods or by the depositor, if such demand is accompanied with:

- 1. An offer to satisfy the warehouseman's lien.
- 2. An offer to surrender the receipt if negotiable, with such indorsements as would be necessary for the negotiation of the receipt, and
- 3. A readiness and willingness to sign, when the goods are delivered, an acknowledgment that they have been delivered, if such signature is required by the warehouseman.

In case the warehouseman refuses or fails to deliver the goods in compliance with a demand by the holder or depositor so accompanied, the burden shall be upon the warehouseman to establish the existence of a lawful excuse for such refusal. [Id. Sec. 8.]

Art. 5620. Justified in delivery.—A warehouseman is justified in delivering the goods, subject to the provisions of the three following articles, to:

- 1. The person lawfully entitled to the possession of the goods or his agent.
- 2. A person who is either himself entitled to delivery by the terms of a non-negotiable receipt issued for the goods, or who has written authority from the person so entitled either endorsed upon the receipt or written upon another paper, or
- 3. A person in possession of a negotiable receipt by the terms of which the goods are deliverable to him or order or to bearer, or which has been endorsed to him or in blank by the person to whom delivery was promised by the terms of the receipt or by his mediate or immediate indorsee. [Id. Sec. 9.]

Art. 5621. Delivery to wrong person.—Where a warehouseman delivers the goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable as for conversion to all having a right of property or possession in the goods if he delivered the goods otherwise than as authorized by Subdivision 1 and 2 of the preceding article and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either:

- 1. Been requested, by or on behalf of the person lawfully entitled to a right of property in or possession of the goods, not to make such delivery, or
- 2. Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods. [Id. Sec. 10.]
- Art. 5622. Failure to cancel receipt.—Except as hereinafter provided, where a warehouseman delivers goods for which he has issued a negotiable receipt, the negotiation of which would transfer the right to the possession of the goods, and fails to take up and cancel the receipt, he shall be liable to any one who purchases for value in good faith such receipt, for failure to deliver the goods to him, whether such purchaser acquired title to the receipt before or after the delivery of the goods by the warehouseman. [Id. Sec. 11.]
- Art. 5623. Partial delivery; failure to cancel.—Except as hereinafter provided, where a warehouseman delivers part of the goods for which he had issued a negotiable receipt and fails either to take up and cancel such receipt, or to place plainly upon it a statement of what goods or packages have been delivered, he shall be liable to any one who purchases for value in good faith such receipt, for failure to deliver all the goods specified in the receipt whether such purchaser acquired title to the receipt before or after the delivery of any portion of the goods by the warehouseman. [Id. Sec. 12.]
- Art. 5624. Alteration of receipt.—The alteration of a receipt shall not excuse the warehouseman who issued it from any liability if such alteration was immaterial, authorized or made without fraudulent intent. If the alteration was authorized, the warehouseman shall be liable according to the terms of the receipt as altered. If the alteration was unauthorized, but made without fraudulent intent, the warehouseman shall be liable according to the terms of the receipt, as they were before alteration. Material and fraudulent alteration of a receipt shall not excuse the warehouseman who issued it from liability to deliver, according to the terms of the receipt as originally issued, the goods for which it was issued, but shall excuse him from any other liability to the person who made the alteration and to any person who took with notice of the alteration. Any purchaser of the receipt for value without notice of the alteration shall acquire the same rights against the warehouseman which such purchaser would have acquired if the receipt had not been altered at the time of the purchase. [Id. Sec. 13.]

Art. 5625. Loss of receipt.—Where a negotiable receipt has been lost or destroyed, a court of competent jurisdiction may

order the delivery of the goods upon satisfactory proof of such loss or destruction and upon the giving of a bond with sufficient securities to be approved by the court to protect the warehouseman from any liability or expense, which he or any person injured by such delivery may incur by reason of the original receipt remaining outstanding. The Court may also in its discretion order the payment of the warehouseman's reasonable costs. The delivery of the goods under an order of the Court shall not relieve the warehouseman from liability to a person to whom the negotiable receipt has been or shall be negotiated for value without notice of the proceedings or of the delivery of the goods. [Id. Sec. 14.]

Art. 5626. Effect of duplicate receipt.—A receipt upon the face of which the word "duplicate" is plainly placed is a representation and warranty by the warehouseman that such receipt is an accurate copy of an original receipt properly issued and uncancelled at the date of the issue of the duplicate, but shall impose upon him no other liability. [Id. Sec. 15.]

Art. 5627. Title in warehouseman.—No title or right to the possession of the goods, on the part of the warehouseman, unless such title or right is derived directly or indirectly from a transfer made by the depositor at the time of or subsequent to the deposit for storage, or from the warehouseman's lien, shall excuse the warehouseman from liability for refusing to deliver the goods according to the terms of the receipt. [Id. Sec. 16.]

Art. 5628. May make claimants interplead.—If more than one person claims the title or possession of the goods, the warehouseman may, either as a defense to an action brought against him for non-delivery of the goods, or as an original suit, whichever is appropriate, require all known claimants to interplead. [Id. Sec. 17.]

Art. 5629. Adverse claim.—If some one other than the depositor or person claiming under him has a claim to the title or possession of the goods, and the warehouseman has information of such claim, the warehouseman shall be excused from liability for refusing to deliver the goods, either to the depositor or person claiming under him or to the adverse claimant, until the warehouseman has had a reasonable time to ascertain the validity of the adverse claim or to bring legal proceedings to compel all claimants to interplead. [Id. Sec. 18.]

Art. 5630. Failure to deliver.—Except as provided otherwise in this chapter, no right or title of a third person shall be a defense to an action brought by the depositor or person claiming under him against the warehouseman for failure to deliver the goods according to the terms of the receipt. [Id. Sec. 19.]

Art. 5631. Relying on labels.—A warehouseman shall be liable to the holder of a receipt for damages caused by the non-

existence of the goods or by the failure of the goods to correspond with the description thereof in the receipt at the time of its issue. If, however, the goods are described in a receipt merely by a statement of marks or labels upon them, or upon packages containing them, or by a statement that the goods are said to be goods of a certain kind, or that the packages containing the goods are said to contain goods of a certain kind, or by words of like purport, such statements, if true, shall not make liable the warehouseman issuing the receipt, although the goods are not of the kind which the marks or labels upon them indicate, or of the kind they were said to be by the depositor. [Id. Sec. 20.]

Art. 5632. Must exercise care.—A warehouseman shall be liable for any loss or injury to the goods caused by his failure to exercise such care in regard to them as a reasonably careful owner of similar goods would exercise, but he shall not be liable, in the absence of an agreement to the contrary, for any loss or injury to the goods which could not have been avoided by the exercise of such care. [Id. Sec. 21.]

Art. 5633. Care of goods.—Except as provided in the following article, a warehouseman shall keep the goods so far separate from goods of other depositors, and from other goods of the same depositor for which a separate receipt has been issued, as to permit at all times the identification and redelivery of the goods deposited [Id. Sec. 22.]

Art. 5634. Mingled goods.—If authorized by agreement or by custom, a warehouseman may mingle fungible goods with other goods of the same kind and grade. In such case the various depositors of the mingled goods shall own the entire mass in common and each depositor shall be entitled to such portion thereof as the amount deposited by him bears to the whole. [Id. Sec. 23.]

Art. 5635. Care of mingled goods.—The warehouseman shall be severally liable to each depositor for the care and re-delivery of his share of such mass to the same extent and under the same circumstances as if the goods had been kept separate. [Id. Sec. 24.]

Art. 5636. Surrender of receipt.—If goods are delivered to a warehouseman by the owner or by a person whose act in conveying the title to them to a purchaser in good faith for value would bind the owner, and a negotiable receipt is issued for them, they can not thereafter, while in the possession of the warehouseman, be attached by garnishment or otherwise, or be levied upon under an execution, unless the receipt be first surrendered to the warehouseman, or its negotiation enjoined. The warehouseman shall in no case be compelled to deliver up the actual possession of the goods until the receipt is surrendered to him or impounded by the court. [Id. Sec. 25.]

Art. 5637. Rights of creditor.—A creditor whose debtor is

the owner of a negotiable receipt shall be entitled to such aid from the courts, by injunction and otherwise, in attaching such receipt or in satisfying the claim by means thereof as is allowed at law or in equity, in regard to property which can not readily be attached or levied upon by ordinary legal process [Id. Sec. 26.]

Art. 5638. Lien of warehouseman.—Subject to the provisions of the second succeeding article, a warehouseman shall have a lien on goods deposited or on the proceeds thereof in his hands, for all lawful charges for storage and preservation of the goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, coopering and other charges and expenses in relation to such goods; also for all reasonable charges and expenses for notice and advertisements of sale, and for sale of goods where default has been made in satisfying the warehouseman's lien. [Id. Sec. 27.]

Art. 5639. Lien enforced against goods.—Subject to the provisions of the second succeeding article, a warehouseman's lien may be enforced:

- 1. Against all goods, whenever deposited, belonging to the person who is liable as debtor for the claims in regard to which the lien is asserted, and
- 2. Against all goods belonging to others which have been deposited at any time by the person who is liable as debtor for the claims in regard to which the lien is asserted if such person has been so entrusted with the possession of the goods that a pledge of the same by him at the time of the deposit to one who took the goods in the good faith for value would have been valid. [Id. Sec. 28.]

Art. 5640. Loss of lien.—A warehouseman loses his lien upon goods by surrendering possession thereof, or by refusing to deliver the goods when a demand is made with which he is bound to comply under the provisions of this law. [Id. Sec. 29.]

Art. 5641. Lien for charges.—If a negotiable receipt is issued for goods, the warehouseman shall have no lien thereon, except for charges for storage of those goods subsequent to the date of the receipt, unless the receipt expressly enumerates other charges for which a lien is claimed. In such case there shall be a lien for the charges enumerated so far as they are within the terms of this law, although the amount of the charges so enumerated is not stated in the receipt. [Id. Sec. 30.]

Art. 5642. May refuse to deliver goods.—A warehouseman having a lien valid against the person demanding the goods may refuse to deliver the goods to him until the lien is satisfied. [Id. Sec. 31.]

Art. 5643. Collection of charges.—Whether a warehouseman has or has not a lien upon the goods, he is entitled to all remedies

allowed by law to a creditor against his debtor, for the collection from the depositor of all charges and advances which the depositor has expressly or impliedly contracted with the warehouseman to pay. [Id. Sec. 32.]

- Art. 5644. Satisfaction of lien.—A warehouseman's lien for a claim which has become due may be satisfied as follows: The warehouseman shall give a written notice to the person on whose account the goods are held, and to any other person known by the warehouseman to claim an interest in the goods. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the person to be notified. The notice shall contain:
- 1. An itemized statement of the warehouseman's claims, showing the sum due at the time of the notice and the date or dates when it became due;
- 2. A brief description of the goods against which the lien exists;
- 3. A demand that the amount of the claim as stated in the notice, and of such further claims as shall accrue, shall be paid on or before a day mentioned, not less than ten days from the delivery of the notice if it is personally delivered, or from the time when the notice should reach its destination, according to the due course of post, if the notice is sent by mail; and
- 4. A statement that unless the claim is paid within the time specified the goods will be advertised for sale and sold by auction at a specified time and place.

In accordance with the terms of a notice so given, a sale of the goods by auction may be had to satisfy any valid claim of the warehouseman for which he has a lien on the goods. The sale shall be had in the place where the lien was acquired, or, if such place is manifestly unsuitable for the purpose, at the nearest suitable place. After the time for the payment of the claim specified in the notice to the depositor has elapsed, an advertisement of the sale, describing the goods to be sold, and stating the name of the owner or person on whose account the goods are held, and the time and place of the sale, shall be published once a week for two consecutive weeks in a newspaper published in the place where such sale is to be held. The sale shall not be held less than fifteen days from the time of the first publication. If no newspaper is published in such place, the advertisement shall be posted at least ten days before such sale in not less than six conspicuous places therein. From the proceeds of such sale, the warehouseman shall satisfy his lien, including the reasonable charges of notice, advertisements and sale. The balance, if any, of such proceeds shall be deposited with the county clerk of the county in which the warehouse is located and shall be delivered, on demand, to the person to whom the warehouseman would have been bound to deliver, or justified in delivering the goods, for which the receipt was issued. At any time before the goods are so sold any person claiming a right of property or possession therein may pay the warehouseman the amount necessary to satisfy his lien and to pay the reasonable expenses and liabilities incurred in serving notices and advertising and preparing for the sale up to the time of such payment. The warehouseman shall deliver the goods to the person making such payment if he is a person entitled, under the provisions of this Act, to the possession of the goods on payment of charges thereon. Otherwise the warehouseman shall retain possession of the goods according to the terms of the original contract or deposit. [Id. Sec. 33.]

Art. 5645. Perishable or dangerous goods.—If goods are of a perishable nature, or by keeping will deteriorate greatly in value, or by their odor, leakage, inflammability, or explosive nature, will be liable to injure other property, the warehouseman may give such notice to the owner, or to the person in whose name the goods are stored, as is reasonable and possible under the circumstances, to satisfy the lien upon such goods, and to remove them from the warehouse, and in the event of the failure of such person to satisfy the lien and to remove the goods within the time so specified, the warehouseman may sell the goods at public or private sale without advertising. If the warehouseman after a reasonable effort is unable to sell such goods, he may dispose of them in any lawful manner, and shall incur no liability by reason thereof. The proceeds of any sale made upon the terms of this article shall be disposed of in the same way as the proceeds of sales made under the terms of Article 5644. [Id. Sec. 34.7

Art. 5646. Remedy not exclusive.—The remedy for enforcing a lien herein provided does not preclude any other remedies allowed by law for the enforcement of a lien against personal property nor bar the right to recover so much of the warehouseman's claim as shall not be paid by the proceeds of the sale of the property. [Id. Sec. 35.]

Art. 5647. Effect of sale.—After goods have been lawfully sold to satisfy a warehouseman's lien, or have been lawfully sold or disposed of because of their perishable or hazardous nature, the warehouseman shall not thereafter be liable for failure to deliver the goods to the depositor, or owner of the goods, or to a holder of the receipt given for the goods when they were deposited, even if such receipt be negotiable. [Id. Sec. 36.]

Art. 5648. Negotiation and transfer of receipts.—A negotiable receipt may be negotiated by delivery

- 1. Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the bearer, or
- 2. Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the order of a specified person,

and such person or a subsequent indorsee of the receipt has indorsed it in blank or to hearer.

Where, by the terms of a negotiable receipt, the goods are deliverable to bearer or when a negotiable receipt has been indorsed in blank or to bearer, any holder may indorse the same to himself or to any other specified person, and in such case the receipt shall thereafter be negotiated only by the indorsement of such indorsee. [Id. Sec. 37.]

Art. 5649. Negotiation by indorsement.—A negotiable receipt may be negotiated by the indorsement of the person to whose order the goods are, by the terms of the receipt, deliverable. Such indorsement may be in blank, to bearer or to a specified person. If indorsed to a specified person, it may be again negotiated by the indorsement of such person in blank, to bearer or to another specified person. Subsequent negotiation may be made in like manner. [Id. Sec. 38.]

Art. 5650. Non-negotiable receipt.—A receipt which is not in such form that it can be negotiated by delivery may be transferred by the holder by delivery to a purchaser or donee. A non-negotiable receipt can not be negotiated, and the indorsement of such receipt gives the transferee no additional right. [Id. Sec. 39.]

Art. 5651. Who may negotiate receipt.—A negotiable receipt may be negotiated by the owner thereof or by any person to whom the possession or custody thereof has been entrusted by the owner, if, by the terms of the receipt the warehouseman undertakes to deliver the goods to the order of the person to whom the possession or custody of the receipt has been entrusted, or if at the time of such entrusting the receipt is in such form that it may be negotiated by delivery. [Id. Sec. 40.]

Art. 5652. Title by negotiation.—A person to whom a nego-

tiable receipt has been duly negotiated acquires thereby:

1. Such title to the goods as the person negotiating the receipt to him had or had ability to convey to a purchaser in good faith for value, and also such title to the goods as the depositor or person to whose order the goods were to be delivered by the terms of the receipt had or had ability to convey to a purchaser in good faith for value, and

2. The direct obligation of the warehouseman to hold possession of the goods for him according to the terms of the receipt as fully as if the warehouseman had contracted directly

with him. [Id. Sec. 41.]

Art. 5653. Title acquired by transfer.—A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferrer, the title of the goods, subject to the terms of any agreement with the transferrer. If the receipt is non-negotiable, such person also acquires the right to notify the warehouseman of the transfer to him of such receipt.

and thereby to acquire the direct obligation of the warehouseman to hold possession of the goods for him according to the terms of the receipt. Prior to the notification of the warehouseman by the transferrer or transferee of a non-negotiable receipt, the title of the transferee to the goods and the right to acquire the obligation of the warehouseman may be defeated by the levy of an attachment or execution upon the goods by a creditor of the transferrer or by a notification to the warehouseman by the transferrer or a subsequent purchaser from the transferrer of a subsequent sale of the goods by the transferrer. [Id. Sec. 42.]

Art. 5654. Who may compel indorsement.—Where a negotiable receipt is transferred for value by delivery, and the indorsement of the transferrer is essential for negotiation, the transferee acquires a right against the transferrer to compel him to indorse the receipt, unless a contrary intention appears. The negotiation shall take effect as of the time when the indorsement is actually made. [Id. Sec. 43.]

Art. 5655. Warranty.—A person who for value negotiates or transfers a receipt by indorsement or delivery, including one who assigns for value a claim secured by a receipt, unless a contrary intention appears, warrants:

- 1. That the receipt is genuine;
- 2. That he has a legal right to negotiate or transfer it;
- 3. That he has knowledge of no fact which would impair the validity or worth of the receipt; and
- 4. That he has a right to transfer the title to the goods and that the goods are merchantable or fit for a particular purpose whenever such warranties would have been implied, if the contract of the parties had been to transfer without a receipt the goods represented thereby. [Id. Sec. 44.]

Art. 5656. Liability of indorser.—The indorsement of a receipt shall not make the indorser liable for any failure on the part of the warehouseman or previous indorsers of the receipt to fulfill their respective obligations. [Id. Sec. 45.]

Art. 5657. Implied warranty. — A mortgagee, pledgee or holder for security of a receipt who in good faith demands or receives payment of the debt for which such receipt is security, whether from a party to a draft drawn for such debt or from any other person, shall not by so doing be deemed to represent or to warrant the genuineness of such receipt or the quantity or quality of the goods therein described. [Id. Sec. 46.]

Art. 5658. Innocent purchaser.—The validity of the negotiation of a receipt is not impaired by the fact that such negotiation was a breach of duty on the part of the person making the negotiation, or by the fact that the owner of the receipt was induced by fraud, mistake, or duress to entrust the possession or

custody of the receipt to such person, if the person to whom the receipt was negotiated, or a person to whom the receipt was subsequently negotiated, paid value therefor, without notice of the breach of duty, or fraud, mistake or duress. [Id. Sec. 47.]

Art. 5659. Subsequent negotiation.—Where a person having sold, mortgaged, or pledged goods which are in a warehouse and for which a negotiable receipt has been issued, or having sold, mortgaged, or pledged the negotiable receipt representing such goods, continues in possession of the negotiable receipt, the subsequent negotiation thereof by that person under any sale, or other disposition thereof to any person receiving the same in good faith, for value and without notice of the previous sale, mortgage, or pledge, shall have the same effect as if the first purchaser of the goods or receipt had expressly authorized the subsequent negotiation. [Id. Sec. 48.]

Art. 5660. Purchaser for value.—Where a negotiable receipt has been issued for goods, no seller's lien or right or stoppage in transit shall defeat the rights of any purchaser for value in good faith to whom such receipt has been negotiated, whether such negotiation be prior or subsequent to the notification to the warehouseman who issued such receipt of the seller's claim to a lien or right of stoppage in transit. Nor shall the warehouseman be obliged to deliver or justified in delivering the goods to an unpaid seller, unless the receipt is first surrendered for cancellation. [Id. Sec. 49.]

Art. 5661. Who may become public warehouseman. — Any person, firm, corporation, partnership, or association of persons, may become a public warehouseman under the provisions of this chapter by filing with the county clerk of the county in which he is located and proposes to do business, a good and sufficient bond in the sum of five thousand dollars conditioned that he will conduct his business in accordance with the provisions of this chapter. Upon the filing and approval of such bond with the county clerk, it shall be the duty of the county clerk to immediately certify such fact to the Commissioner of Markets and Warehouses. Any one injured by the violation of the terms of the bond, and the provisions of this chapter may recover damages to the extent of said bond. Should said bond become impaired by recovery, or otherwise, said Commissioner may require such public warehouseman to file an additional bond, but in no event shall such additional bond be for a greater amount than five thousand dollars. The bond required hereunder shall be good for the term of one year from the date of filing and the right to continue as a public warehouseman shall be conditioned upon the renewal of said bond from year to year, according to the terms of this chapter. The form of the bond required hereunder shall be prescribed by said Commissioner, and the bond may be made by any surety company authorized to do business under the laws of this State; or by two solvent sureties to be approved by

the county clerk of the county in which such public warehouseman may desire to do business. [Id. Sec. 56.]

Art. 5662. Commissioner to supervise.—The Commissioner may exercise a general supervision over all private warehouses operating under the provisions of this chapter, and may, in his discretion, prescribe rules and regulations for the conduct of same not inconsistent with the provisions of this chapter. [Id. Sec. 57.]

Art. 5663. Interpretation.—In any case not provided for in this chapter the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy, or other invalidating cause, shall govern. This law shall be so construed as to effectuate its general purpose to make uniform the law of those states which enact it. [Id. Secs. 59 and 60.]

Art. 5664. Definitions.—In this chapter, unless the context or subject-matter otherwise requires:

"Action" includes counter claim, set-off, and suit in equity.

"Delivery" means voluntary transfer of possession from one person to another.

"Fungible goods" means goods of which any unit is from its nature or by mercantile custom, treated as the equivalent of any other unit.

"Goods" means chattels or merchandise in storage, or which has been or is about to be stored.

"Holder" of a receipt means a person who has both actual possession of such receipt and a right of property therein.

"Order" means an order by indorsement on the receipt.

"Owner" does not include mortgagee or pledgee.

"Person" includes a corporation or partnership or two or more persons having a joint or common interest.

To "purchase" includes to take as mortgagee or as pledgee.

"Purchaser" includes mortgagee and pledgee.

"Receipt" means a warehouse receipt.

"Value" is any consideration sufficient to support a simple contract. An antecedent or pre-existing obligation, whether for money or not, constitutes value where a receipt is taken either in satisfaction thereof or as security therefor.

"Warehouseman" means a person lawfully engaged in the business of storing goods for profit.

A thing is done "in good faith" within the meaning of this law

when it is in fact done honestly whether it is done negligently or not. [Id. Sec. 61.]

Art. 5665. Citation of Act.—This Act may be cited as the Uniform Warehouse Receipts Act. [Id. Sec. 63.]

Note.—The Department of Markets and Warehouses has been abolished. The term "Commissioner" or "Commissioner of Markets and Warehouses" now means the Commissioner of Agriculture.

FRED W. DAVIS, Director of Warehouses.

The following is a list of all warehouses under bond to the State of Texas at this time.

New warehouses are being established from time to time, while occasionally others are discontinued, therefore, this list is subject to slight changes. It is, however, a substantial guide to the public.

STATE BONDED PUBLIC WAREHOUSES

April 15, 1929

ANDERSON COUNTY

Rollins Warehouse, Sam Rollins, Manager, Palestine, Texas.

Falestine Compress Company, H. F. Brunow, Manager, Palestine, Texas.

ANGELINA COUNTY

Security Warehouse Co., D. F. Wilkes, Manager, Zavalla, Texas.

AUSTIN COUNTY

Sealy Cotton Products Co., C. F. Schaer, Manager Sealy, Texas.

BASTROP COUNTY

Farmers Union Warehouse Co., A. J. Rankin, Manager, Elgin, Texas.

Aransas Compress Company, Joe Southernwood, Manager, Elgin, Texas.

BAYLOR COUNTY

Seymour Compress Co., (Jno. Guitar, owner) W. L. Yoe, Manager, Seymour, Texas.

BEE COUNTY

Tuleta Warehouse Co. R. E. Stoltzfus, Manager, Tuleta, Texas.

Grunder Industries, Inc., T. O. Purhitt, Manager, Beeville, Texas.

BELL COUNTY

Central Compress Co., (Geo. W. King, owner) W. H. Ingram, Manager, Temple, Texas.

Hobbs Bros., Luke Hobbs, Manager, Temple, Texas.

BEXAR COUNTY

Moss Transfer & Storage, 1059 Durango St., R. E. Moss, Manager, San Antonio.

J H. Stephens, Malone Avenue, J. H. Stephens, Manager, San Antonio.

Hathaway Warehouse & Storage, Dakota Ave., B. H. Hathaway, Manager, San Antonio.

Muegge-Jenull Storage, 1432 S. Alamo, Walter Jenull, Manager, San Antonio.

Scobey Fireproof Storage, 311 N. Medina, O. E. Latimer, Manager, San Antonio.

Merchants Ice & Cold Storage Co., 1305 E. Houston St., Chas. Smith, Manager, San Antonio.

C. F. & H. Guenther, 812 Buena Vista St., C. F. Guenther, Manager, San Antonio.

The Auto Dealers Supply Co., 309 S. Salado, Eli T. Yantis, Manager, San Antonio.

L. W. Culver, 120 Fannin, L. W. Culver, Manager, San Antonio.

Merchants Transfer Co., 500 Dolorosa, R. T. Strong, Manager, San Antonio. King Furniture Co., 1032 E. Commerce St., N. H. King, Manager, San Antonio.

Household Furniture Co., 234 W. Commerce, Joe J. Juenger, Manager, San

San Antonio Compress Co., 2425 S. Kempner, Herman Gee, Manager, San

Sommers Storage House, 226 Devine, E. E. Sommers, Manager, San An-

D. M. McClure & Co., 1331/2 So. Flores St., D. M. McClure, Manager, San Antonio.

Wilson Brokerage Co., Inc., 1504 S. Alamo, J. E. Wilson, Manager, San Antonio.

C. M. Taylor, 415 Blue Star St., C. M. Taylor, Manager, San Antonio.

San Antonio Storage & Whse. Co., 106 S. Comal St., O. N. Leary, Manager, San Antonio.

Alamo Transfer & Storage Co., 355 E. Commerce, Robt. Preusser, Manager, San Antonio.

Walker-Moore Warehouse Co., 721 Lakeview Ave., Leslie Moore, Manager, San Antonio.

Southern Transfer Co., 506 S. Medina, A. L. Hernandez, Jr., Manager, San

Gates Storage & Transfer Co., 1334 South Flores St., P. B. Gates, Manager, San Antonio.

The Rico Warehouse Co., Enrico Liberto, Manager, San Antonio.

W. E. Calhoun, 234-44 S. Flores St., W. E. Calhoun, Manager, San Antonio.

Milt Evetts, Seguin Road, Milt Evetts, Manager, San Antonio.

The Security Bonded Warehouse Company, W. E. Smith, Manager, San Antonio.

BOWIE COUNTY

Southern Ice & Utilities Co., J. W. Dawley, Manager, Texarkana, Texas. Hackett Warehouse, 1815 W. 5th, J. A. Hackett, Manager, Texarkana, Texas. Hunter Transfer & Storage, F. A. Thomas, Manager, Texarkana, Texas. Federal Compress & Warehouse (U.S.) T. N. Lowry, Manager, Texarkana, Texas.

DeKalb Warehouse Co., A. A. Whatley, Manager, DeKalb, Texas.

BLANCO COUNTY

Blanco County Bonded Warehouse, Inc., Ernst Klappenbach, Manager, Johnson City, Texas.

BOSQUE COUNTY

Clifton Cotton Warehouse Co., C. A. Orbeck, Manager, Clifton, Texas.

BRISCOE COUNTY

Quitaque Compress & Warehouse Co., Quitaque, Texas.

BURLESON COUNTY

Delamater & Mrnustik, B. F. Delamater, Manager, Caldwell, Texas. Alford Bonded Warehouse, D. L. Alford, Manager, Caldwell, Texas. Nedbalek Warehouse, C. C. Collins, Manager, Caldwell, Texas.

Struwe & Windel, E. J. Struwe, Manager, Caldwell Texas.

BRAZOS COUNTY

Bryan Press Company, J. B. Priddy, Manager, Bryan, Texas.

Lawrence Warehouse, M. L. Parker, Manager, Bryan, Texas.

Brazos County Farmers Union Warehouse, J. C. Cloud, Manager, Bryan, Texas.

BROWN COUNTY

Ramey Brokerage & Storage Co., Brook S. Ramey, Manager, Brownwood, Texas.

Texas Compress Co., (Geo. W. King, owner) E. J. Robertson, Manager, Brownwood, Texas.

Brownwood Elevator, Inc., Henry Stallings, Manager, Brownwood, Texas.

CALDWELL COUNTY

B. C. Cheatham, or Farmers Union Warehouse, B. C. Cheatham, Manager, Lockhart, Texas.

Lockhart Compress Company, Ashley Saunders, Manager, Lockhart, Texas. Central Power & Light Co., W. D. Boone, Secy., Lockhart, Texas.

CAMP COUNTY

East Tex. Compress & Warehouse Co., W. T. Black, Manager, Pittsburg, Texas.

CHAMBERS COUNTY

Evans Warehouse, W. L. Evans, Manager, Winnie, Texas. Franzen Warehouse, M. L. Franzen, Manager, Winnie, Texas.

COLEMAN COUNTY

Talpa Wool Warehouse Co., H. E. Evans, Secy., Talpa, Texas.

CHILDRESS COUNTY

Childress Compress Co., (M. A. Joy, owner) G. H. Trueblood, Manager, Childress, Texas.

Mashburn Transfer & Storage, Mrs. C. A. Mashburn, Manager, Childress, Texas.

COLLIN COUNTY

Celina Bonded Warehouse, B. F. Smith, Jr., Manager, Celina, Texas.

McKinney Compress & Warehouse Co., O. A. Reese, Manager, McKinney, Texas.

F. T. N. Hood Warehouses, (7 units) A. P. Hughston, Manager, Plano, Tex. Jas. H. Aldridge Warehouses, (3 units) Jas. H. Aldridge, Manager, McKinney, Texas. Texas Bonded Warehouse and Forwarding Co., J. T. Dougherty, Secy., Mc-Kinney, Texas.

COLLINGSWORTH COUNTY

Traders Compress Co. (B. L. Anderson, owner), W. R. Rooker, Manager, Wellington, Texas.

COMAL COUNTY

Farmers Gin Association, Hermann Zipp, Manager, New Braunfels, Texas.

Planters & Merchants Mill, Inc. M. W. Schulz, Manager, New Braunfels, Texas.

COOKE COUNTY

North Texas Compress & Warehouse Co., (Box 558) Carl F. Moore, Mgr., Gainesville, Texas.

Garvey & Frasher, Lindsay St., Fred Frasher, Manager, Gainesville, Texas.

COLORADO COUNTY

Farmers Elevator & Grain Co., O. J. Winterman, Manager, Eagle Lake, Tex. Eagle Lake Rice Mills Co., O. F. Corley, Manager, Eagle Lake, Texas. Weimar Warehouse, Geo. J. Kussey, Manager, Weimar, Texas. C. R. Schiurring Warehouse, C. R. Schiurring, Manager, Garwood, Texas.

COTTLE COUNTY

Panhandle Compress & Warehouse Co., L. Lindemann, Manager, Paducah, Texas.

CHEROKEE COUNTY

Texas Compress & Warehouse Co., J. M. Hackett, Manager, Jacksonville, Texas

CASS COUNTY

Atlanta Warehouse Co., H. V. Caver, Manager, Atlanta, Texas.

CORYELL COUNTY

Southwestern Compress & Warehouse, F. A. Lovejoy, Manager, Gatesville, Texas.

Oglesby Bonded Warehouse Co., Mrs. Maud Lam, Manager, Oglesby, Texas.

COMANCHE COUNTY

De Leon Compress & Warehouse, Hoyt Via, Manager, De Leon, Texas. Burks & Son, P. L. Burks, Manager, Comanche, Texas.

CAMERON COUNTY

Valley Bonded Warehouse & Storage Co., T. W. Adamson, Manager, Brownsville, Texas.

Merchants Storage & Transfer Co., R. C. Hance, Manager, Harlinger, Texas. Aransas Compress Co., J. A. Cain, Pres., Harlingen, Texas.

Mason Transfer & Grain Co., O. K. Mason, Manager, Brownsville, Texas.

R. Fulton Jones Transfer & Storage, R. Fulton Jones, Harlingen, Texas.

CROSBY COUNTY

Texas Compress & Warehouse Co., A. F. Hunt, Manager, Crosbyton, Texas. Texas Compress & Warehouse Co., E. A. Henry, Manager, Ralls, Texas. West Texas Compress & Warehouse, W. J. Robertson, Manager, Ralls, Tex.

DALLAM COUNTY

Dalhart Transfer Co., 302 Rock Is. Ave., J. W. Lewis, Manager, Dalhart, Texas.

DAWSON COUNTY

East Texas Compress & Warehouse Co., J. H. Harp, Manager, Lamesa, Tex.

DALLAS COUNTY

Moon Motors Corporation, Ross & Akard Sts., A. M. Lansnar, Manager, Dallas, Texas.

Morgan Warehouse & Commercial Co., 1917 N. Houston St., H. K. Maas, Secretary, Dallas, Texas.

Preston Warehouse, 309 Preston St., W. E. Kingsbury, Manager, Dallas, Texas.

Merchants Fireproof Storage Co., 1301 Broom St., D. W. Tackett, Manager, Dallas, Texas.

American Transfer & Storage, 2617 Elm St., K. K. Meisenbach, Manager, Dallas, Texas.

Central Transfer & Storage Co., 2639 Elm St., John Parks, Jr., Manager, Dallas, Texas.

Dallas Storage & Warehouse Co., 1026 Young St., L. C. Abbott, Manager, Dallas, Texas.

Shippers Compress & Warehouse, Sanger Ave., J. M. Moore, Manager, Dallas, Texas.

Pull am Transfer & Storage Co., 2503 Floyd St., Frank Combes, Manager, Dallas, Texas.

Edwards Transfer Co., 1100 Ross Ave., W. M. Edwards, Manager, Dallas, Texas.

Steger Transfer Co., 1307 Camp St., T. P. Steger, Manager, Dallas, Texas. Interstate Fireproof Storage & Transfer Co., 301 Market, W. I. Ford, Pres., Dallas, Texas.

Dallas Transfer & Terminal Warehouse, Santa Fe Bldg., E. D. Balcom, Manager, Dallas, Texas.

N. S. Packer Storage Co., 408 Lamar St., N. S. Packer, Manager, Dallas, Texas

Oak Cliff Furniture & Storage Co., 116 S. Lancaster St., J. F. Dupree, Mgr., Dallas, Texas.

National Warehouse & Forwarding Co., 2300 S. Harwood St., O. O. Erwin, Manager, Dallas, Texas.

J. M. Jackson Transfer & Storage, 2909 Elm St., J. M. Jackson, Manager, Dallas, Texas.

Well's Transfer & Storage Co., 4246 Main St., W. N. Wells, Manager, Dallas, Texas.

- K. M. A. Transportation Co., 1313 Young St., C. W. Isenberger, Manager, Dallas, Texas.
- Texas Warehouse & Forwarding Co., 2320 Griffin St., W. L. Herring, Mgr., Dallas, Texas.
- Trinity Storage & Warehouse Co., 3201 Worth St., R. E. Abernathy, Mgr., Dallas, Texas.
- Pearlstone Mill & Elevator Co., Hickory & Mays Sts., A. A. Hart, Secy., Dallas, Texas.
- Shippers Compress & Warehouse Co., GARLAND, TEXAS., R. A. Weaver, Manager.
- Southern Ice & Utilities Co., 309 Dundee St., J. B. McDaniel, Manager, Dallas, Texas.
- Nichols-Gillette Transfer & Warehouse, 1712 Carter, F. M. Gillette, Mgr., Dallas, Texas.
- D. M. McClure & Co., 1135-37 Lamar, D. M. McClure, Manager, Dallas, Texas.
- Buckspan's Storage Co., 1314 Elm St., A. Buckspan, President, Dallas, Tex. The Pure Ice & Cold Storage Co., 906 S. Harwood St., W. C. Jones, Mgr., Dallas, Texas.
- Sullivan's Transfer Line, 1611 Marilla St., B. E. Sullivan, Manager, Dallas, Texas.
- Southern Ice & Utilities Co. No. 2, Santa Fe Building, C. L. Moss, Mgr. Dallas, Texas.
- Texas Bonded Warehouse & Forwarding Co., 623 Santa Fe Bldg., J. T. Doughty, Manager, Dallas, Texas.
- Binyon-O'Keefe Fireproof Storage, 408 S. Poydras St., W. H. Schultz, Mrg., Dallas, Texas.
- J. C. Crouch Grain Co., Alamo & MKT., J. C. Crouch, President, Dallas, Tex. W. H. Fry & Co., 1005 W. Jefferson, W. H. Fry, President, Dallas, Texas.
- Bonded Transfer Co., 1207 Patterson, W. H. England, Manager, Dallas, Tex. Dallas Steam Laundry & Dye Works, Harwood & Hickory Sts., Geo. S. Leachman, Manager, Dallas, Texas.
- Texas Furniture & Storage Co., 2120 Pacific, B. R. Anderson, Manager, Dallas, Texas.
- Jones Transfer & Storage Co., 4310 Elm St., O. L. Jones, President, Dallas, Texas.
- Bond Protected Warehouse & Storage Co., 2209 Laws St., E. E. Foster, Manager, Dallas, Texas.

DELTA COUNTY

The Farmers' Cotton Warehouse Co., J. C. Berry, Manager, Enloe, Texas.

DENTON COUNTY

Freight Transfer Co., W. M. Brownlow, Manager, Denton, Texas.

DE WITT COUNTY

Cuero Storage & Forwarding Co., H. W. Nagle, Manager, Cuero, Texas. Cuero Compress Company, V. J. Grunder, Manager, Cuero, Texas. National Compress Co. (Geo. W. King), W. L. Goff, Manager, Yoakum, Tex.

DEAF SMITH COUNTY

Harrison Warehouse, E. W. Harrison, President, Hereford, Texas.

DICKENS COUNTY

Spur Compress & Bonded Warehouse (Jnc. Guitar) T. P. McGraw, Mgr., Spur, Texas.

EASTLAND COUNTY

Cisco Transfer & Storage Co., 701 Ave. D., J. H. Reynolds, Manager., Cisco. Texas.

Eastland Transfer & Storage Co., S. S. Brawner, Mgr., Eastland, Texas. Ever Ready Transfer & Storage 510 Main, L. P. Kuykendall, Cisco, Texas.

ERATH COUNTY

Dublin Compress Company, Luther McCarty, Manager, Dublin, Texas.

ELLIS COUNTY

Harrison Warehouse, Jno. M. Harrison, Manager, Waxahachie, Texas. Waxahachie Cotton Warehouse, M. D. Rutherford Manager, Waxahachie,

Texas. Waxahachie Transfer Co., Rogers St., M. W. Walker, Manager, Waxahachie,

National Compress Co. (Geo. W. King) R. D. McCaskill, Manager, Waxahachie, Texas.

Ennis Compress Co. (Geo. W. King), F. A. Moseley, Manager, Ennis, Texas. Italy Compress Co., L. G. Armstrong, Manager, Italy, Texas.

EL PASO COUNTY

Five Point Furniture Exchange, 2851 Montana, J. C. Cooley, Manager, El Paso, Texas.

Longwell Transfer Co., 117 San Francisco, C. B. Sampson, Manager, El Paso. Texas.

International Warehouse (3 units), 1601 Magoffin Ave., W. T. Harrell, Mgr., El Paso, Texas.

Odom's Transfer & Storage, 1100 E. Missouri, Wm. P. Dornhackter, Mgr., El Paso, Texas.

Daniel Furniture & Mattress Co., 1706 Texas St., R. L. Daniel, President, El Paso, Texas.

Karl Fisher Transfer & Storage Co., 300 S. Oregon, Karl Fisher, President, El Paso, Texas.

El Paso Trunk Factory & Storage Co., 700-10 Cotton Ave., J. J. Flanagan, Manager, El Paso, Texas.

El Paso Compress & Fumigation Co., B. McCullar, Manager, El Paso, Texas. Bailey-Schnaibel Warehouse, 450 Canal St., C. G. Schnaibel, Manager, El Paso, Texas.

El Paso Fireproof Storage Co., 1125 Texas St., Dean R. Clark, Manager, El Paso, Texas.

Du Sang & Wellborn, 1400 E. First, R. C. DuSang, Manager, El Paso, Texas. El Paso Cotton Mills Co. Warehouse, Geo. C. May, Manager, El Paso, Texas.

Lyon's Transfer & Storage, 811 E. Second St., C. M. Meyers, Manager, El Paso, Texas.

- Buckner Transfer & Storage Co., 508 San Francisco, J. H. Buckner, Mgr., El Paso, Texas.
- Mulligan Freproof Storage Co., 212-18 N. Campbell, K. R. Gibson, Mgr., El Paso, Texas.
- Owen Warehouse, 201 Martinez, W. C. Jaschob Manager, El Paso, Texas. Tri-State Warehouse Co., Bassett & Myrtle, Dale D. Utt, Manager, El Paso, Texas.
- Fabens Compress & Fumigation Co., FABENS, TEXAS., G. L. Hawlett, Manager.

FALLS COUNTY

Farmers Union Warehouse Co., E. O. Meier, Manager, Rosebud, Texas. Exporters & Traders Compress Co., J. Lee Harlan, Manager, Marlin Texas. Farmers Union Warehouse Co., T. J. Peters, Manager, Lott, Texas.

FANNIN COUNTY

Trans-Continental Compress Co., J. B. Grant, Manager, Honey Grove, Texas. Texas Compress & Warehouse Co., W. E. Whittle, Manager, Bonham, Texas.

FAYETTE COUNTY

LaGrange Compress Company, Hy Litzeriek, Manager, LaGrange, Texas. Farmers Union Warehouse, Martin Kieke, Manager, Carmine, Texas. Schulenburg Compress Co., F. O. Brown, Manager, Schulenburg, Texas.

FORT BEND COUNTY

Richmond Warehouse Co. (Crabb Switch) J. A. McAyeal, Manager, Richmond, Texas.

Texas National Warehouse Co., E. O. Guenther, Manager, Sugarland, Texas.

FREESTONE COUNTY

Teague Compress Co., Walter Kerr, Manager, Teague, Texas.

FLOYD COUNTY

Marshall Grain Company, L. A. Marshall, Manager, Floydada, Texas. Floydada Compress & Warehouse, A. F. Hunt, Manager, Floydada, Texas.

GALVESTON COUNTY

Southern Compress and Warehouse Co. (3 units) 33rd and Ave C., F. J. Herbelin, Manager, Galveston, Texas.

The Wiley & Nichols Co., 3501 Post Office, Walter E. Eggers, Manager, Galveston, Texas.

Texas Star Flour Mills & Elevator Co., C. H. Newman, Manager, Galveston, Texas.

Galveston Wharf Co., Elevators, A & B., F. W. Parker, Manager, Galveston, Texas.

Gosho Concentration & Compress Co., 46 & Ave. F., R. A. Warmoth, Manager, Galveston, Texas.

Cotton Concentration Company (six units), J. Garrison, Manager, Galveston. Texas.

South Texas Compress Co., 48th & Ave. F., A. S. L. Toombs, Manager, Galveston, Texas.

- Gulf Warehouse (2 units), 37th & &Ave. B., M. H. Miller, Manager, Galveston, Texas.
- Merchants & Planters Compress & Warehouse, 4602 Ave. J., W. H. Eldridge, Manager, Galveston, Texas.
- Galveston Ice & Cold Storage Co., 20th & Ave. A., G. H. Sapper, Manager, Galveston, Texas.
- Galveston Compress & Warehouse Co., 48th & Ave. G., J. F. Mitchell, Manager, Galveston, Texas.
- National Compress & Warehouse Co. (3 units), 31st & Ave H., W. R. A. Rogers, Manager, Galveston, Texas.
- J. Swiff Company, 4127 Ave. N., J. Swiff, President, Galveston, Texas.
- Texas City Cotton Terminal, Inc. (5 units), TEXAS CITY, TEXAS, S. T. Walker, Manager.
- Texas City Petroleum Warehouse, Texas City, Texas, H. F. Hoffmaster, Manager.

Seaboard Warehouse Company, Inc., Texas City, Texas, W. P. Tarpey, Mgr. Seaport Warehouse Co., GALVESTON, TEXAS, P. H. Wilson, Manager. Dickinson Warehouse Co., DICKINSON, TEXAS, E. T. Elmendorf, Mgr.

GILLESPIE COUNTY

Stein's Ice Factory, Oscar Stein, Pres., Fredericksburg, Texas.

GRAYSON COUNTY

Ferguson Warehouse Co., Sam C. Johnson, Manager, Sherman, Texas. Sherman Compress Company, 600 E. Pecan, O. A. Reese, Manager, Sherman, Texas.

J. M. Bramlett, 507 S. Montgomery St., J. M. Bramlett, Manager, Sherman, Texas.

Diamond Mill & Elevator Co., O. R. Campbell, Manager, Sherman, Texas. Southern Ice & Utilities Co., Clyde Lucas, Mgr., Sherman, Texas.

Owen & Son, 609 W. Main St., J. H. Owen, Pres., Denison, Texas.

Kerr Furniture Co., 511 W. Main St., B. F. Kerr, President, Denison, Texas.

Halton Storage Co., 411 Main St., W. H. Halton, Pres., Denison, Texas.

Southern Ice & Utilities Co., P. H. Tobin, Mgr., Denison, Texas.

Howe Warehouse Co. (Ferguson), J. R. Philips, Mgr., Howe, Texas.

Denison Compress Co., (M. A. Joy, Owner), M. A. Joy, Mgr., Denison, Tex. Jennings Furniture Co., Fred Jennings, Mgr., Denison, Texas.

GONZALES COUNTY

Gonzales Cotton Warehouse Co., J. S. Gibson, Manager, Gonzales, Texas.

GREGG COUNTY

Shippers Compress & Warehouse Co., L. M. Reese, Mgr., Longview, Texas. Turner Cotton Company, H. S. Turner, Mgr., Longview, Texas.

GRIMES COUNTY

Mallard Warehouse, R. B. Mallard, Manager, Anderson, Texas.
A. H. Wilson Warehouse, A. H. Wilson, Manager, Navasota, Texas.
Floyd & McDonald, W. M. Floyd, Manager, Navasota, Texas.
Wm. Bosse & Son, Wm. Bosse, Manager, Navasota, Texas.
Bedias Cotton Warehouse, J. T. Albertson, Manager, Bedias, Texas.
Hurt & Redford Cotton Warehouse, W. H. Redford, Manager, Navasota, Texas.

Moore Bros, Clarence Moore, Manager, Navasota, Texas.

GUADALUPE COUNTY

Seguin Compress Company, Owen Riley, Manager, Seguin, Texas.

HALE COUNTY

Plainview Compress & Warehouse Co., G. H. Shriber, Manager, Plainview, Texas.

Noble Grain & Elevator Co., E. N. Noble, Manager, Plainview, Texas. Harvest Queen Mill & Elevator Co., Albert G. Hinn, Manager, Plainview, Texas.

Plainview Warehouse & Storage Co., Ray W. Wilson, Mgr., Plainview, Tex. Farmers Elevator Co., L. J. Halbert, Manager, Finney, Texas. Farmers Elevator Co., L. J. Halbert, Manager, Hale Center, Texas.

HALL COUNTY

Turkey Compress Co., (Matt A. Joy, Owner) G. H. Trueblood, Mrg., Turkey, Texas.

Memphis Compress Co., C. T. Motkins, Mgr., Memphis, Texas. City Feed Store, J. F. Forkner, Manager, Memphis, Texas.

HARRIS COUNTY

Manchester Terminal Corporation, H. C. Hix, Manager, Houston, Texas. Port Warehouse and Forwarding Co., L. C. Rosenthall, Manager, Houston. Sanders Warehouse, McCall & Shiloh Sts., T. H. Hill, Manager, Houston, Westheimer Warehouse Co., Liveoak & Commerce Sts., R. L. Briley, Houston, Texas.

Buffalo Fireproof Warehouse, 213-223 Second St., R. D. Frazier, Manager, Houston, Texas.

Shippers Compress Co., No. 1 and No. 2, 1508 Cotton Exchange Bldg., P. B. Keenan, Manager, Houston, Texas.

Exporters Compress & Warehouse Co., 1001 Cotton Exchange Bldg., J. L. Jones, Manager, Houston, Texas.

Patrick Transfer & Storage Co., 803-7 Richie, F. G. Dorsey, Manager, Houston, Texas.

Houston Compress Co. (5th Ward Press), P. O. Drawer 178, H. Jeppeson, Manager, Houston, Texas.

Union Transfer & Storage Co., 1113 Vine St., L. G. Riddell, Manager, Houston, Texas.

Southern Compress & Warehouse, Harrisburg Blvd., G. T. Christensen, Manager, Houston, Texas.

Southern Compress & Warehouse, No. 1, Hill St. Road, G. T. Christensen, Manager, Houston, Texas.

- Dancy Cotton Gin Warehouse, R. R. Dancy, Sr., Houston, Texas.
- Thos. Sanders Warehouse Co., 1109 1/2 North Main St., T. H. Sanders, Manager, Houston, Texas.
- Ship Channel Compress Co., J. H. Flavin, Manager, Houston, Texas.
- Magnolia Compress & Warehouse, 104½ Main (12 units), C. S. Kinney, Manager, Houston, Texas.
- Turning Basin Compress Co., 1003 Cotton Exchange Building, A. B. Ijoms, Manager, Houston, Texas.
- Merchants Compress Company, 1003 Cotton Exchange Bldg., Robt. L. Lohse, Manager, Houston, Texas.
- Menkwa Compress Company, W. W. Murphy, Manager, Houston, Texas. A B C Moving & Storage Co., 2515 Commerce St., Edward Keough, Manager, Houston, Texas.
- International Warehouse & Transfer, 2420 Nance St., A. M. Chambers, Manager, Houston, Texas.
- Security Warehouse Co., Great Southern Bldg., E. B. Bloxsom, Manager, Houston, Texas.
- Houston Ice & Cold Storage Co., W. E. Becker, Manager, Houston, Texas. Standard Rice Company, Inc., F. A. Farda, Manager, Houston, Texas.
- Universal Terminal Warehouse Co., 1000 Washington, L. L. Schwecke, Manager, Houston, Texas.
- Houston Terminal Warehouse & Storage Co., (R. H. Baker, Pres.), H. B. Plummer, Manager, Houston, Texas.
- Bartell Warehouse Co., 1213 Vine St., Geo. Goltz, Manager, Houston, Texas. Waugh & Sons Transfer & Storage, 802 Walnut St., T. L. Waugh, Manager, Houston, Texas.
- Houston Central Warehouse Co., 1201 Commerce, Ben Silverman, Manager, Houston, Texas.
- Texas Creamery & Cold Storage Co., P. O. Box 1186, Jeff Brewster, Manager, Houston, Texas.
- D. M. McClure & Co., 912 Wood St., D M. McClure, Manager, Houston, Texas.
- Texas Warehouse Co., Baker & Cedar Sts., W. E. Fain, Manager, Houston, Texas.
- Pasadena Petroleum Warehouse (Main office at Houston), Pasadena, Texas, W. T. Bryant, Manager, Houston, Texas.
- Wald Transfer & Storage, Inc., 812 Liveoak St., C. N. Davis, Manager, Houston, Texas.
- Texas Port City Storage & Transfer Co., 2301 Commerce, Jno. H. Lewis, Manager, Houston, Texas.
- Bernard Manufacturing Co., M. B. Riggs, Manager, Houston, Texas.
- Adolph Pfeffer Rice Milling Co., Winters & Hemphill, Adolph Pfeffer, Manager, Houston, Texas.
- Pritchard Rice Milling Co., Inc., 2919 Richardson St., P. F. Pritchard, Manager, Houston, Texas.
- Wallace Grain Co., 407 Hill St., H. D. Wallace, Manager, Houston, Texas. Houston Bonded Warehouse Co., 2000 Nance St., L. R. Street, Manager, Houston, Texas.
- Navigation Dist. Public Elevator Co., Geo. S. Colby, Manager, Houston, Texas.

American Transfer & Storage Co., 809 San Jacinto St., M. Rosenweig, Owner, Houston, Texas.

Nicol-Transfer & Warehouse Co., 811 San Jacinto St., Geo. Nicol, Owner, Houston, Texas.

Federal Storage Co., 1200 National St., C. S. Hackney, Manager, Houston, Texas.

Cage Storage Company, 2001 Nance St., R. W. Archer, Manager, Houston, Texas.

Rose Warehouse, KATY, TEXAS, S. L. Rose, Manager.

The Katy Warehouse Corporation, B. St. West MKT, Katy, W. R. Gilpin, Manager.

Schliff Warehouse, KATY, TEXAS, C. S. Hoyt, Manager.

Kent Easter Transfer & Storage Co., 2100 Winter St., Houston, A. C. Sladczyk, Secretary.

Texas Park City Storage and Warehouse Co., Chas. E. Richards, Pres., Houston, Texas.

HARDEMAN COUNTY

Texas Compress & Warehouse Co., Chillicothe, O. T. Murphy, Manager Panhandle Compress & Warehouse, Quanah, E. O. McIver, Manager.

HARTLEY COUNTY

Hartley Mercantile & Grain Co., Hartley, J. H. Powell, Manager.

HARRISON COUNTY

Marshall Compress Co., Marshall, Texas, B. C. McElroy, Manager.

HAYS COUNTY

Aransas Compress Co., San Marcos, R. B. Mack, Manager. San Marcos Oil Mill Co., San Marcos, D. C. Johnson, Manager. Kreuz Milling & Grain Co., San Marcos, Arthur S. Denny, Manager.

HASKELL COUNTY

Rule Compress Co., (Jno. Guitar, Owner) W. E. Boone, Manager, Rule, Tex.

HENDERSON COUNTY

Texas Compress & Warehouse Co., Evans Ennis, Manager, Athens, Texas.

HILL COUNTY

Farmers Union Warehouse Co, Joe Buie, Manager, Hillsboro, Texas.

Exporters & Traders Comp. & Warehouse, Stanton Brown, Manager, Hillsboro, Texas.

Hubbard Compress Co., J. H. Bowman, Manager, Hubbard, Texas.

HOPKINS COUNTY

Wood Warehouse, Joe Tom Wood, Manager, Sulphur Springs, Texas.

Shippers Compress & Warehouse Co., J. I. Brown, Manager, Sulphur Springs Texas.

HIDALGO COUNTY

Jones Transfer &Storage Co., Inc., R. Fulton Jones, Manager, Edinburg, Texas.

Wiles & Son Storage, W. H. Wiles, Manager, Edinburg, Texas.

Aransas Compress Company, R. B. Harper, Manager Edinburg, Texas.

Fielder Transfer Co., Chas. A. Fielder, Mission, Texas.

Aransas Compress Company, R. B. Harper, Manager, San Juan, Texas. McAllen Transfer & Storage Co., R. E. Frisby, Manager, McAllen, Texas. L. A. Ragan, Weslaco, Texas.

HOUSTON COUNTY

Houston County Compress & Warehouse Co., Guy Blankenship, Mgr., Crockett, Texas.

Houston County Warehouse Co., W. E. Hail, Manager, Crockett, Texas. Farmers & Merchants Warehouse, Homer Jones, Manager, Grapeland, Tex. Crockett Cotton Warehouse Co., F. A. Smith, Manager, Crockett, Texas.

HOWARD COUNTY

Big Spring Compress & Warehouse Co., H. E. Reiss, Manager, Big Springs, Texas.

Joe B. Neel Warehouse, Joe B. Neel, Manager, Big Springs, Texas.

HUNT COUNTY

Poole Grain Elevator & Warehouse (2 units) Lee M. Poole, Mgr., Greenville, Texas.

Greenville State Warehouse Co., W. B. Wise, Manager, Greenville, Texas. Horton Bonded Warehouse, M. D. Horton, Mgr., Greenville, Texas.

Wolfe's Bonded Warehouse Co., Frank Wolfe, Manager, Greenville, Texas. Texas Compress & Warehouse Co., W. E. Whittle, Manager, Wolfe City,

Texas.

JACK COUNTY

The Jacksboro Mill & Elevator Co., W. N. Thompson, Manager, Jacksboro, Texas.

JACKSON COUNTY

Mauritz Bros. Warehouse, A. N. Strauss, Manager, Ganado, Texas.

The Lind Warehouse, Jno. Lind, Manager, Ganado, Texas.

JASPER COUNTY

The Security Warehouse Co., D. F. Wilkes, Manager, (Rockland) Martin Spur, Texas.

JIM WELLS COUNTY

Alice Warehouse Co., L. O. Kaderli, Manager, Alice, Texas.

JEFFERSON COUNTY

Beaumont Bonded Warehouse, 1100 Franklin St., Henry C. Kahn, Manager, Beaumont, Texas.

J. Imhoff & Son, 321 Ft. Worth St., Port Arthur, Tex., F. J. Imhoff, Mgr. Heisig Storage & Transfer Co., Beaumont, Texas, Burt Morrison, Mgr. Texas Storage Co., 656 Fannin St., O. Matthews, Secy., Beaumont, Texas.

Beaumont Transfer Co., 1101 Crockett, St., G. Gardner, Manager, Beaumont, Texas.

McFaddin Warehouse Co., Beaumont, W. A. Musick, Manager.

Beaumont Rice Mills Warehouse Co., Beaumont, J. E. Broussard, Mgr.

Beaumont Cotton Compress Co., Inc., Beaumont, Roland Jones, Jr., Mgr.

Association Rice-Warehouse Co., Beaumont, A. H. Boyt, President.

Cheesman Transfer Company, Beaumont, R. F. Cheesman, President.

Deaton Brothers Warehouse, HAMHSIRE, TEXAS, G. L. Deaton, Manager. Hamshire Public Bonded Corporation, Hamshire Texas, Herman De Young,

Manager.

Cooper's Warehouse, NOME, TEXAS, J. B. Cooper, President. Neches Canal Company, Nome, Texas, Wm. Lawlor, Jr., Manager. Austin Gas Company, Nome, Texas, E. C. Deal, President.

JOHNSON COUNTY

Cleburne Cotton Compress Co., W. E. Boone, Manager, Cleburne, Texas. Alvarado Warehouse Co., S. M. Ezell, Manager, Alvarado, Texas. Grandview Warehouse Co., G. T. Elliott, Manager, Grandview, Texas. Godley Warehouse Co., J. W. Crosier, Manager, Godley, Texas.

JONES COUNTY

Stamford Compress Co., (Jno. Guitar, Owner) D. T. Perkins, Manager, Stamford, Texas.

Williams & Wiley, C. F. Williams, Manager, Stamford, Texas.

R. S. Johnson, R. S. Johnson, Manager, Hamlin, Texas.

Western Compress & Warehouse, J. W. Hodges, Manager, Hamlin, Texas.

KARNES COUNTY

Kenedy Compress Co. (Geo. W. King, Owner) H. S. Colvin, Manager, Kenedy, Texas.

KAUFMAN COUNTY

Kaufman Compress Co., S. H. Nash, Manager, Kaufman, Texas. Terrell Cotton Warehouse Co., E. M. Fox, Manager, Terrell, Texas. Shippers Compress & Warehouse Co., W. H. Murphy, Manager, Terrell, Tex. Farmers Cotton Yard (2 units) Lawrence Tankersley, Manager, Terrell, Tex. Forney Warehouse Co., Sol Eudy, Manager, Forney, Texas.

KNOX COUNTY

Munday Compress Co. (Jno. Guitar, Owner), E. S. McCord, Manager, Munday, Texas.

LAMAR COUNTY

Paris Compress & Warehouse Co., Jas. T. Rountree, Mgr., Sam Payne, Secy., Paris, Texas.

Paris Transfer & Storage Co., J. L. Robinson, Mgr., Paris Texas.

LAMB COUNTY

Union Compress & Warehouse Co., J. H. Eidson, Manager, Littlefield, Texas.

LAVACA COUNTY

Shiner Compress & Warehouse Co., L. E. Denmark, Manager, Shiner, Tex.

LIVE OAK COUNTY

Three Rivers Glass Co., S. C. Steadman, Manager, Three Rivers, Texas.

LEE COUNTY

Giddings Compress Company, Geo. Southernwood, Manager, Giddings, Tex.

LIMESTONE COUNTY

Mexia Compress Co., Pat Fain, Gen. Manager, Mexia, Texas.

Cooledge Farmers Union Warehouse, O. S. Compton, Manager, Cooledge, Texas.

LAMPASAS COUNTY

Smithwick & Cloud Public Warehouse, S. H. Smithwick, Mgr., Lampasas, Texas.

Lampasas Bonded Warehouse Co., Albert Brown, Mgr., Lampasas, Texas.

LUBBOCK COUNTY

Lubbock Bonded Warehouse & Transfer, H. O. Wooten, Manager, Lubbock, Texas.

Ligon Warehouse & Storage Co., L. D. Rankin, Manager, Lubbock, Texas.

Lubbock Compress Co., (B. L. Anderson), P. T. Callaway, Manager, Lubbock, Texas.

H. A. Davidson Storage Co., H. A. Davidson, Manager, Lubbock, Texas.

City Transfer Co., 1218½ Ave. H., Mrs. Mabel Aucutt, Manager, Lubbock, Texas

Montgomery Transfer & Storage, L. C. Montgomery, Manager, Lubbock, Texas.

West Texas Compress & Warehouse Co., T. M. Nowlin, Manager, Lubbock, Texas.

J. C. Crouch Grain Co., R. T. Cofer, Manager, Lubbock, Texas.

Lubbock Transfer & Storage Co., B. F. Foster, Manager, Lubbock, Texas. Union Compress & Warehouse Co., J. T. Whitesides, Manager, Slaton, Tex.

LIBERTY COUNTY

Devers Warehouse Co., J. E. Clark, Manager, Devers, Texas. Farmers Warehouse, Raywood, Texas (Privately owned and operated)

McCULLOUGH COUNTY

Brady Compress Co., (Geo. W. King), W. I. Brogden, Manager, Brady, Tex.

Brady Bonded Warehouse, T. T. Smith, Manager, Brady, Texas.

McLENNAN COUNTY

McCrary Transfer Company, Inc., 216 So. 7th St., Waco, Tex.
Southwestern Bonded Warehouse, J. T. Doughty, Secy., Waco, Texas.
Kelly Transfer & Storage Co., W. M. Kelly, President, Waco, Texas.
Exporters & Traders Co. (3 units), L. Wilson Lee, Manager, Waco, Texas.
Exporters & Traders Company, C. A. Marburger, Manager, Mart, Texas.
Clement Bonded Warehouse (2 units), B. E. Clement, President.
Geyser Ice Company, 10th and Webster Sts., Stanton Brown, Manager.
Central Forwarding & Warehouse Co., 1st and Mary St., W. W. Callan, Mgr.
Texas Fireproof & Storage, 225 S. 11th St., A. B. Stringer, Manager.
Big Four Ice & Cold Storage 810 Franklin St., L. S. Wynne, Manager.
Eddy Warehouse & Storage Co., W. F. Hill, Manager, Eddy, Texas.
McGregor Compress Co., Floyd Mathews, Manager, McGregor, Texas.
McGregor Bonded Warehouse & Elevator (3 units), J. M. Crouch, Mgr.
Farmers & Merchants Warehouse Co., A. B. Dawson, Manager, West, Tex.
Arledge Brown Warehouse, Arledge Brown, Manager, Moody, Texas.

MARION COUNTY

Jefferson Compress Co., R. W. Wood, Manager, Jefferson, Texas.

MADISON COUNTY

Farmers Union Warehouse & Storage Co., O. K. McAfee, Manager, Madisonville, Texas.

MILAM COUNTY

Cameron Compress Co., W. B. Dossett, President, Cameron, Texas. Thorndale Warehouse Co., F. E. Stiles, Manager, Thorndale, Texas.

MATAGORDA COUNTY

Farmers Storage Co., E. E. Wood, Manager, Bay City, Texas.
Herder Rice Mill Warehouse, R. L. Williams, Manager, Bay City, Texas.
Union Warehouse & Elevator, G. A. Moore, Manager, Bay City, Texas.
The Bay City Rice Mills, W. M. Loving, Manager, Bay City, Texas.
Markham Warehouse & Elevator Co., W. J. Luder, Manager, Markham, Tex.
J. C. Carlson, et al, Trustees, Theo, Schaedel, Manager, Markham, Texas.

MITCHELL COUNTY

Colorado Compress Co. (Jno. Guitar, Owner) R. R. Harryman, Manager, Colorado, Texas.

MONTAGUE COUNTY

Bowie Cotton Warehouse, A. R. Southerland, Manager, Bowie, Texas.

NACOGDOCHES COUNTY

Nacogdoches Compress Co., Roland Jones, Manager, Nacogdoches, Texas.

NAVARRO COUNTY

Corsicana Warehouse Co., A. Westbrook, Manager, Corsicana, Texas. Corsicana Compress Company, W. R. Kenner, Manager, Corsicana, Texas. Southern Ice & Utilities Co., J. D. Ambrose, Manager, Corsicana, Texas. Walton Furniture Co., T. J. Walton, Manager, Corsicana, Texas. Kerens Warehouse Co., J. E. Inman, Manager, Kerens, Texas. Farm Labor Union Warehouse, C. M. Dixon, Manager, Emhouse, Texas.

NOLAN COUNTY

Sweetwater Bonded Warehouse, J. H. Tubbs, Manager, Sweetwater, Texas. Lee Implement Company, A. G. Lee, Manager, Sweetwater, Texas. Western Compress & Storage Co., B. S. Nebhut, Manager, Sweetwater, Tex. Sweetwater Transfer Co. (5 units), W. E. Henderson, Manager, Sweetwater, Texas.

NUECES COUNTY

Aransas Compress Co., J. M. Daly, Manager, Corpus Christi, Texas.

Davis Warehouse, Finis Earl Davis, Manager, Corpus Christi, Texas.

Corpus Christi Warehouse, H. R. Sutherland, Manager, Corpus Christi, Tex.

Patten Transfer & Storage Co., C. M. Crocker, Manager, Corpus Christi,

Texas.

Port Compress Co., F. W. Crook, Manager, Corpus Christi, Texas. Aransas Compress Co., G. C. Whitworth, Manager, Robstown, Texas. Aransas Compress Co., Jno. F. Orchard, Manager, Bishop, Texas.

NEWTON COUNTY

Security Warehouse Co., T. C. Coleman, Manager, Weirgate, Texas.

PRESIDIO COUNTY

El Paso Compress & Fumigation Co., R. W. Bractcher, Mgr., Marfa, Texas.

PECOS COUNTY

Ft. Stockton Warehousing Corporation, Lem Smith, Mgr., Ft. Stockton, Tex.

POTTER COUNTY

Central Grain & Elevator Co., 2901 Buchanan St., C. P. Ridings, Secretary, Amarillo, Texas.

Hardeman-King Company, 100 N. Filmore St., C. T. Hardeman, Manager, Amarillo, Texas.

American Warehouse & Storage Co., 501 Grant St., C. W. Terrell, Manager, Amarillo, Texas.

Armstrong Transfer & Storage Co., 101 Pierce St., W. W. Ellison, Manager, Amarillo, Texas.

M. & L. Transfer & Storage Co., 202 Arthur St., W. T. Leachman, Manager, Amarillo, Texas.

Amarillo Warehouse Co., 99 Polk St., C. A. Gilkison, Manager, Amarillo, Texas.

D. M. McClure & Co., 806 Grant St., D. M. McClure, Manager, Amarillo, Texas.

McKnight Transfer Livery & Sales Co., A. McKnight, Manager, Amarillo, Texas.

PARKER COUNTY

Weatherford Compress Co., J. O. Tucker, Manager, Weatherford, Texas.

RED RIVER COUNTY

Red River Storage Co., C. R. Dinwiddie, Mgr., Clarksville, Texas. Clarksville Storage Co., C. R. Dinwiddie, Mgr., Clarksville, Texas. Trans-Continental Compress (3 units), C. H. Thompson, Mgr., Clarksville, Texas.

REEVES COUNTY

El Paso Compress & Fumigations Co., W. D. McLeod, Mgr., Pecos, Texas.

RUNNELS COUNTY

Texas Compress Co. (Geo. W. King), W. B. Woody, Mgr., Ballinger, Texas. Runnels County Warehouse Co., S. M. Jonas, Mgr., Ballinger, Texas. Winters Warehouse Co., H. G. Haynie, Mgr., Winters, Texas.

ROBERTSON COUNTY

National Compress Co. (Geo. W. King), R. E. Comforth, Mgr., Hearne, Tex. J. C. Waltmon J., C. Waltmon, Mgr., Hearne, Texas.

RUSK COUNTY

People's Warehouse Co., Chas. Alexander, Mgr., Henderson, Texas. Texas Compress & Warehouse Co., R. B. Smith, Mgr., Henderson, Texas.

SAN AUGUSTINE COUNTY

San Augustine Compress & Warehouse, E. W. Muckleroy, Mgr., San Augustine, Texas.

SHELBY COUNTY

Munnerlyn Cotton Yard, B. H. Munnerlyn, Mgr., Center, Texas. Timpson Compress Company, K. H. Francis, Mgr., Timpson, Texas.

SWISHER COUNTY

Farmers Grain Co., Clarence O. Byrnes, Mgr., Tulia, Texas.

SAN PATRICIO COUNTY

Morgan Cotton Warehouse, E. L. Morgan, Mgr., Odem, Texas. Aransas Compress Company, J. J. McCarty, Mgr., Sinton, Texas. Taft Compress Company, Raymond Mullen, Mgr., Taft, Texas.

SMITH COUNTY

Southern Ice & Utilities Co., A. C. Booty, Mgr., Tyler, Texas. Shippers Compress & Warehouse Co., M. B. Browning, Mgr., Tyler, Texas. Tyler Warehouse & Storage Co., E. P. McKenna, Mgr., Tyler, Texas.

TARRANT COUNTY

Ft. Worth Elevators & Warehouse Co., 1510 E. 1st, Jule G. Smith, Manager, Fort Worth, Texas.

J. W. Collins Co. Warehouse, 465 S. Calhoun St., J. W. Collins, President, Fort Worth, Texas. Parvin Transfer & Storage, 1717 Calhoun St., J. L. Parvin, President, Fort Worth, Texas.

The Terminal Grain Co., W. W. Manning, Manager, Fort Worth, Texas.

Henderson Grain Co., G. C. Henderson, Manager, Fort Worth, Texas.

Northwestern Compress Co. (B. L. Anderson), E. H. Sterley, Manager, Fort Worth, Texas.

Kimbell Milling Co., 2000 S. Main St., Kay Kimbell, President, Fort Worth, Texas.

Binyon-O'Keefe Fireproof Storage No. 1, 800 Calhoun St., Roy Binyon, Manager, Fort Worth, Texas.

Sproles Transfer & Storage Co., 54 Jennings Ave., Ed Sproles, President, Fort Worth, Texas.

Texas Ice & Refrigerating Co., 1201 Jones St., P. N. Biewer, President, Fort Worth, Texas.

Texas Warehouse Co., Inc., 321 West 15th, Temple Harris, Manager, Fort Worth, Texas.

Johnson Storage & Distributing Co., 265 West 15th, W. A. Johnson, President, Fort Worth, Texas.

Fort Worth Warehouse & Storage Co., 201 S. Calhoun St., L. C. Abbott, Manager, Fort Worth, Texas.

Acme Baggage Transfer & Storage Co., 309-11 E. Belknap, Seibert Huston, Manager, Fort Worth, Texas.

K M A Transportation Corporation 1717 Calhoun, Fort Worth, Texas.

Union Transfer Company, 1510 Jones St., A. R. Eldredge, Manager, Fort Worth, Texas.

TAYLOR COUNTY

Abilene Storage Co., 126 Pecan St., Jesse R. Cope, Manager, Abilene, Texas. Wilson Transfer & Storage Co., 858 N. 1st, W. T. Wilson, Manager, Abilene, Texas.

Western Compress & Storage (Haynie), A. L. Stewart, Manager, Abilene, Texas.

Moore Transfer & Storage Co., 219 Cherry, J. D. Moore, Manager, Abilene, Texas.

Western Warehouse Co., Plum St., Jno. Underwood, President, Abilene, Texas.

Goss Brothers Transfer & Storage, 741 S. 2nd, J. H. Goss, President, Abilene, Texas.

TYLER COUNTY

Security Warehouse Co., Woodville, Texas, G. M. Rawls, Mgr.

TITUS COUNTY

East Texas Compress & Warehouse Co., Grady Oliver, Mgr., Mt. Pleasant, Texas.

Winfield Warehouse Company, H. G. Smith, Mgr., Winfield, Texas.

TRAVIS COUNTY

Merchants Transfer Company, 410 E. 3rd, M. E. Horner, Mgr., Austin, Tex. Consumers-Home Ice Company, 311 W. 4th, A. M. Fitzpatrick, Mgr., Austin, Texas.

Jno. Q. Ritter, Storage, 306 E. 6th, Jno. Q. Ritter, Mgr., Austin, Texas.
Aransas Compress Co., W. C. Kinney, Mgr., Austin, Texas.
C. R. Coppedge Warehouse, 309 E. 5th, C. R. Coppedge, Mgr., Austin, Texas.
Miller Warehouse, 301 W. 4th, Tom Miller, Mgr., Austin, Texas.
Farmers & Ginners Oil Co., 2000 E. 6th, Geo. C. Quinn, Mgr., Austin, Texas.
K. C. Miller Storage Co., 600 San Jacinto, K. C. Miller, Mgr., Austin, Texas.
Patton Transfer & Storage Co., 305 W. 4th, O. Fishbeck, Mgr., Austin, Texas.

TOM GREEN COUNTY

Public Warehouse of Wool Growers Ass'n., San Angelo, Texas, J. M. O'Daniel, Secy.

Moore-Sullivan Transfer & Storage Co., San Angelo, Tex., J. D. Moore, Mgr. San Angelo Transfer Co., San Angelo, Texas, C. G. Van Court, Mgr.

UPSHUR COUNTY

Gilmer Compress & Warehouse Co., Gilmer, Texas, C. E. Ennis, Mgr.

VICTORIA COUNTY

Goldmann's Ginnery & Mills, Victoria, Texas, E. C. Goldmann, Pres. Grunder Industries, Inc., Victoria, Texas, Chas .L. Grunder, Pres. Farmers & Merchants Warehouse Co., Victoria, Texas, Adolf Vogt, Mgr. Planters Gin & Mill Warehouse, Victoria, Texas, Otto Fiek, Mgr.

WEBSTER COUNTY

Texas Central Power Co., Laredo, Texas, W. D. Alexander, Mgr. Netzer Warehouse Co. (5 units), Laredo, Texas, J. C. Netzer, Pres.

WASHINGTON COUNTY

Brenham Compress Co. (Geo. W. King), A. L. Neibuhr, Mgr., Brenham, Tex. Chas. Winkelman Warehouse, Chas. L. Winkelman, Mgr., Brenham, Texas. Wm. Seidel Warehouse (estate), H. M. Schowburg, Mgr., Brenham, Texas. Muegge's Warehouse, C. H. Muegge, Mgr., Brenham, Texas. Farmers Warehouse Company, Inc., Will Schleider, Mgr., Brenham, Texas.

WHARTON COUNTY

William Rek Warehouse, Wm. Rek, Mgr., El Campo, Texas.
Wharton County Warehouse, C. P. Duson, Mgr., El Campo, Texas.
El Campo Rice Milling Co., R. H. Hancock, Mgr., El Campo, Texas.
Isaac Weaver Warehouse, Isaac Weaver, Mgr., El Campo, Texas.
Farmers Co-Operative Society, A. L. Soderman, Mgr., El Campo, Texas.
Lissie Elevator Co., W. E. Lenhart, Mgr., Lissie, Texas.
People's Warehouse Company, H. P. Stockton, Mgr., Louise, Texas.
Louise Warehouse Company, Fred Swenson, Mgr., Louise, Texas.

WICHITA FALLS COUNTY

Consolidated Pipe Line Co., C. Y. Tully, Manager, Wichita Falls, Texas. KMA Transportation Co., 708 3rd St., C. W. Isenberger, Manager, Wichita Falls, Texas.

Red Ball Transfer & Storage Co. 1018 Ohio Ave., W. I. Fellows, Manager, Wichita Falls, Texas.

Elkins Transfer & Storage, 906 Mich. Ave., J. L. Elkins, Manager, Wichita Falls, Texas.

Tarry Warehouse & Storage Co., J. P. Tarry, Mgr., Wichita Falls, Texas. People's Ice Co. (Plant B), 101 Pecan St., Arthur C. Rayzor, Manager, Wichita Falls, Texas.

Allbright Transfer & Storage Company, Mrs. G. T. Albright, Manager, Wichita Falls, Texas.

White Transfer & Storage, 614 Ohio Ave., Olan White, Manager, Wichita Falls, Texas.

Morris Transfer & Storage Co., Amos Morris, Manager, Wichita Falls, Texas.

Northwestern Compress Co. (B. L. Anderson), P. L. Holt, Mgr., Wichita Falls, Texas.

Heath Transfer & Storage, 606 Tenth St., W. C. Heath, Manager, Wichita Falls, Texas

WILBARGER COUNTY

Inter-State Compress Co. (B. L. Anderson), J. E. Winsatt, Mgr., Vernon, Tex.

WILLIAMSON COUNTY

National Compress Co. (Geo. W. King), Wm. D. Goff, Mgr., Taylor, Texas. Stasny's Cotton Yard, J. D. Stasny, Mgr., Taylor, Texas.

Lindemann Warehouse, G. A. Lindemann, Bartlett, Texas.

Southwestern Compress & Warehouse Co., H. W. Walker, Mgr., Bartlett Texas.

Gossett Transfer & Storage Co., C. M. Gossett, Mgr., Taylor, Texas. Stephens Warehouse, Robison St., J. H. Stephens, Mgr., Taylor, Texas. Delma Hammack Warehouse, Delma Hammack, Mgr., Taylor, Texas. Citizens Bonded Warehouse Co., W. E. Morris, Mgr., Taylor, Texas. Lawhon Cotton Yard Warehouse, E. L. Lawhon, Mgr., Taylor, Texas. Holubec Warehouse Co., Raymond Holubec, Mgr., Granger, Texas.

WOOD COUNTY

Farmers Cotton Yard & Warehouse, Winnsboro, Texas, J. R. Scoggins, Mgr Mineola Compress & Warehouse Co., Mineola, Texas, J. W. Roach, Mgr.

WHEELER COUNTY

Union Compress & Warehouse Co., Shamrock, Texas, A. D. Repp, Mgr. Shamrock Warehouse Co., Shamrock, Texas, C. E. Beasley, Mgr.

WILSON COUNTY

Farmers Bonded Warehouse of Poth, Poth, Texas, August Malcher, Mgr.

WILLACY COUNTY

Aransas Compress Company, Raymondville, Texas, O. O. Lewis, Mgr.

STATE BONDED WAREHOUSES OPERATING UNDER CHAPTER 3

(Known as Permanent Warehouses)

April 15, 1929.

Farmers Exchange, D'Hanis, Texas, Hy. R. Wernette, Mgr. Farmers Union Warehouse, Copperas Cove, Texas, Levi Aldridge, Mgr. Lyons Sebesta Farmers Union Warehouse, Lyons, Texas, H. W. Smith, Mgr. Teague Warehouse & Cotton Yard, Teague, Texas, F. R. Smith, Mgr. Flatonia Co-Operative Warehouse, Flatonia, Texas, A. L. Vrana, Mgr. Yorktown Warehouse Co., Yorktown, Texas, P. A. Seidel, Mgr. Frost Cotton Warehouse Co., Frost, Texas, R. C. Jones, Mgr. Carthage Warehouse Co., Carthage, Texas, J. H. English, Mgr. Floresville State Warehouse, Floresville, Texas, D. J. Niemeyer, Mgr. Gary Warehouse Co., Gary, Texas, S. H. Knight, Mgr. Woodsboro State Bonded Warehouse, Woodsboro, Tex., Roy E. Demner, Mgr. Riverside State Bonded Warehouse, Ft. Worth, Texas, Ed P. Williams, Mgr. Niles Public Elev. & Commission Co., Ft. Worth, Texas, E. R. Kolp, Mgr. Coleman State Bonded Warehouse, Coleman, Texas, W. J. Stevens, Mgr. Farmers Bonded Warehouse, Taylor, Texas, Hy. Schwenker, Mgr. Geronimo Gin Company, Geronimo, Texas, Q. Dittmar, Mgr. Gillespie County Bonded Warehouse, Fredericksburg, Tex., Hubert Kott, Mg. Raymondville Bonded Warehouse, Raymondville, Texas, E. H. Whitney, Mgr. Farmers Bonded Warehouse & Gin Co., Marion, Texas, Henry G. Koch, Mgr. Farmers Union Warehouse, Yoakum, Texas, R. A. Peters, Mgr. Garza County Warehouse & Mkt. Ass'n., Post, Texas, H. D. Moreman, Mgr. Farmers Warehouse Co., Falls City, Texas, L. B. Dziuk, Mgr. Pharr Equity Exchange, Pharr, Texas, Arthur Wahlers, Mgr. Toyah Valley Mkts. & Warehouse Co., Saragosa, Tex., Wynn Hamilton, Mgr. Vernon Warehouse Co., Vernon, Texas, E. A. Tidwell, Mgr. Waxahachie Bonded Warehouse, Waxahachie, Texas, Lynn D. Lasswell, Mgr. Ft. Stockton Warehouse Corporation, Ft. Stockton, Tex., E. C. Higday, Mgr. Shiner Farmers Co-Op. Gin & Mill Ass'n., Shiner, Texas. Farmers Union Exchange, Purdon, Texas, L. L. Farmer, Mgr. Perryton Equity Exchange, Perryton, Texas, J. H. Woodward, Mgr. Spearman Equity Exchange, Spearman, Texas, J. D. Hester, Mgr. Miller Warehouse, El Paso, Texas, Miller, Mgr.

