



NATIONAL GRAIN AND FEED ASSOCIATION

Arbitration Decisions

May 17, 1978

ARBITRATION CASE NO. 1542

PLAINTIFF: Willow Hill Grain Company
Willow Hill, Illinois

DEFENDANT: Tabor & Company
Decatur, Illinois

ISSUE: Pricing of surplus rail beans unloaded at the gulf. Plaintiff's claim - \$1,357.45.

The dispute in this arbitration involved the timing (date) of pricing the overfill. The purchase - sale was clearly a basis contract, therefore, it was the opinion of the committee that Grain Trade Rule #12(f) governed rather than Rule #12(a) per plaintiff's claim.

While defendant may have "followed the standard grain practice of settling the overfill," he did not exactly follow Trade Rule #12(f). He set the basis on date of unloading. Trade Rule #12(f) specifies basis be set on close of first business day after date of unloading. It was determined through Cargill, the unloading elevator, that the gulf rail bean basis after the close on March 3, 1977, the day after unloading was $11\frac{1}{4}\phi$ over the Chicago July, or $4\frac{1}{4}\phi$ higher than the basis paid. Accordingly, defendant underpaid plaintiff on the 775.69 bushels overfill \$32.96. Otherwise, defendant did price the overfill in accordance with Trade Rule #12(f).

Therefore, the Arbitration Committee of the National Grain and Feed Association, by unanimous agreement, found in favor of the defendant but directed defendant to pay plaintiff the above \$32.96.

Arbitration Committee of the
National Grain and Feed Association

/S/ R.T. Creekmore, Chairman
Indiana Grain Queen City Elevators,
Cincinnati, Ohio

/S/ Paul C. Hughes
Farmers Soybean Corporation,
Blytheville, Arkansas

/S/ John Twomey
Twomey Company, Smithshire, Illinois