

Arbitration Decisions

Dec. 16, 1954

CASE NO. 1487

Plaintiff: The Neumond Company, St. Louis, Mo.

vs

Defendant: Uncle Johnny Mills, Houston, Tex.

Nature of Dispute: Quality of commodity involved.

"The two cars of dehydrated alfalfa meal in question were sold f. o. b. basis Houston, Texas, to be shipped to the Portage Valley Milling Company, Bradner, Ohio, and carried a discount of ten cents per thousand units per ton if the meal went under the guarantee. Neither the plaintiff nor the defendant offered to change the broker's confirmation.

"Since both shipments would have moved through Toledo, Ohio, enroute to Bradner, Ohio, the defendant was not jeopardized when cars were stopped at Toledo for unloading; therefore, the Committee unanimously agrees that the plaintiff is entitled to ten cents per thousand units per ton discount under the terms of the contract on each carload and nothing more.

"On car ATSF-10382 which the plaintiff sold to Saunders Mill at a discount, it is the Committee's unanimous opinion that under Rule 23 we find for the defendant, with denial of all relief to the plaintiff."

Respectfully submitted,

Ralph W. Farr, Chairman
The Farr Company - Greeley, Colorado

Richard Serkland, President
Grain Products Co., St. James, Minn.

Gail W. McDowell, President
Western Consumers Feed Co., Paramount, Calif.