

STRATTON GRAIN COMPANY
GRAIN AND FEED

BOARD OF TRADE BLDG.

CHICAGO 4, ILLINOIS

ELEVATORS
MILWAUKEE ST. JOSEPH, MO.
SCHNEIDER, IND.

WILLIAM ENKE, JR.
VICE PRESIDENT

January 24th, 1963

Grain & Feed Dealers National Association
600 Folger Building
Washington 5, D.C.

Arbitration Case No. 1500

Plaintiff: Watson Grain Company, Paris, Illinois
Defendant: Morris Grain Corporation, Evansville, Indiana

Gentlemen:

The members of the Arbitration Committee, Messrs. George J. Forrester, Paul Anderson and William Enke, Jr., Chairman, have studied the papers and testimony submitted in the above case and herewith submit their determination.

It is the unanimous decision of the Committee, that the award be granted to the Plaintiff the Watson Grain Company, Paris, Illinois, and the Defendant Morris Grain Corporation, Evansville, Indiana, be instructed to pay the Watson Grain Corporation, the sum of \$1,618.44.

The Committee agreed that both parties acted in good faith in this transaction which involved nine cars of corn. The terms of the transactions were clearly set forth in the confirmations - the contracts stipulated Paris, Illinois grade determinations as basis of settlement - no other stipulations were indicated.

The Committee gave serious consideration to the forthright statements submitted by the Defendant and while sympathetic, did not feel that the Defendant had any recourse under the grain trade rules of the National Association. Based on that testimony however, the Committee generally concurred in the possibility of the sampler and/or inspector being remiss, careless, or negligent, and as a result thereof, the Paris, Illinois grade determinations may have been rather cursory. Nevertheless, the Committee recognized that it could not base its decision on such suppositions or assumptions.

The Committee further directs that the deposited money of both the Plaintiff and Defendant be converted to the Treasury of the National Association.

Respectfully submitted,

JAN 28 REC'D


Chairman

WE:AB