CASE NO. 1457
Plaintiff - CEREAL BYPRODUCTS CO., CHICAGO, ILL.,
Defendant - STATES GRAIN CORP., NEW YORK, N. Y.

The committee drawn from the members of The Arbitration Panel to con-
sider this case was composed of Mr. E.L. Dial, Albers Milling Co., Oakland,
Calif., Chairman, Mr. Fred C. Lovitt, L.B. Lovitt and Company, Memphis, Tenn. and
Mr. Keith H. Morgan, Jackson Grain Co., Tampa, Fla.

This case concerns the collection of brokerage by the Plaintiff in
the handling of the sale of 21 cars of plain dried beet pulp by States Grain
Corporation, New York, N.Y., to Wisconsin Products Sales, Inc., Watertown, Wis.
Confirmations of this transaction were mailed by Plaintiff and Defendant. Es-
entially they were the same except for the statement concerning commission
earned by the broker. It is evident that there was an apparent meeting of the
minds in this transaction, as neither party called to the other's attention
this difference concerning the payment of the commission.

The Committee was of the opinion that "Plaintiff and Defendant dis-
regarded the important clauses in their respective contracts of sale and pur-
chase. No written evidence was presented that Plaintiff objected to the Defen-
dant's statement on the face of their confirmation, namely 'We will credit you
with commission of one dollar per ton after satisfactory completion of busi-
ness'. Nor did Defendant object to Plaintiff's statement on the face of their
confirmation, namely 'Our brokerage has been earned when our confirmations are
received by seller, etc. etc.'

"It is the unanimous opinion of this Committee that both the Plain-
tiff and the Defendant had a responsibility to fulfill which they failed to do
in writing. Therefore, Plaintiff is awarded, based on 21 cars 17 tons each Beet
Pulp or 357 tons at 50¢ per ton, the sum of $178.50. Any involved costs at your
end to be shared equally between Plaintiff and Defendant.

"Written contracts are for the purpose of clarification of verbal
understandings and therefore are considered final, providing no written objec-
tions within a reasonable time limit are expressed by buyer, seller and/or
broker. Without this prescribed policy of the trade, and acknowledged by
traders, trading could not be kept within reasonable limits."