

Mr. Herbert L. Sharp, Secretary-Treasurer
Grain and Feed Dealers National Association
Washington, D. C.

Reference Arbitration Case No. 1499

Plaintiff; Evans Grain Co., Decatur, Illinois
Defendant: A. E. Staley Mfg. Co., Decatur, Illinois

Dear Mr. Sharp:

The above case given to your Committee for arbitration involves settlement of a contract made between disputants on July 7, 1959 in which plaintiff sold to defendant 28,000 bushels of wheat at a certain price, "FOB 37¢ rate point to New Orleans for export, via Decatur, Illinois Central origins."

Both parties agree to the terms of the contract, and to the amount of grain and quality applied thereon.

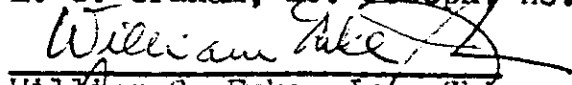
Shipped on this contract by plaintiff were fourteen cars of wheat which originated at Oblong, Illinois. Your Committee believes that the case involves entirely the question of what the rate was from Oblong, Ill. to New Orleans for export. It is their opinion that the legal published tariff rate on the days bills of lading were issued by the Illinois Central Railroad Co. from Oblong, Illinois to New Orleans for export was 44¢ per hundred, and that the decision in the case be awarded defendant, A. E. Staley Manufacturing Co.

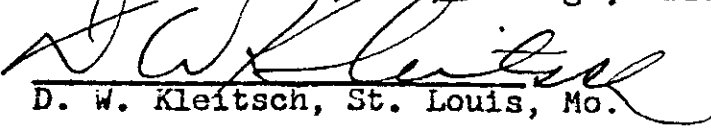
As usual in most arbitration cases there was honest difference of opinion between parties to contract, and there were many issues involved, and exhibits, all of which were carefully studied by your Committee. Plaintiff claimed that the rate from Oblong to New Orleans should be 37¢. This involvement commenced with a promise by representatives of the Illinois Central Railroad Co. that a rate of 37¢ from Oblong to New Orleans was being published and would be effective on June 27, 1959. When supplement to tariff was printed it failed to include this reduced ~~rate~~ of 37¢. This was an unfortunate circumstance, but one that many shippers have encountered in taking present day Railroad representatives opinions or interpretations of rates or movement of commodities.

Committee gave recognition to the fact that on five cars of wheat moving on Oblong, Illinois tonnage out of Decatur to New Orleans for export, that plaintiff obtained reparation by order of Interstate Commerce Commission based on a rate of 37¢ per hundred. Also, the fact that defendant did not use the billing furnished by plaintiff for shipment to New Orleans for export was immaterial, nor did plaintiff make this an issue in the case.

Respectfully submitted,


R. G. Graham, St. Joseph, Mo., Chairman


William C. Enke, Jr., Chicago, Ill.


D. W. Kleitsch, St. Louis, Mo.

SEP 20 1959