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 Car- gill, the unloading elevator, that the gulf rail bean basis after the close on March 3, 1977, the day after unloading was 11½¢ over the Chicago July, or 4½¢ 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