

Arbitration Decisions

February 25, 1969

ARBITRATION CASE NO. 1504

PLAINTIFF: Bartlett and Company, Kansas City, Missouri

DEFENDANT: Ditta Ferruzzi Serafino and Company, Belle Chasse, Louisiana

This dispute involved two barges of corn tendered as a part of a contract that specified pricing based on official interior grades and which arrived at the Gulf out of condition.

The decision of the Arbitration Committee was for the Defendant.

Presented below is the Arbitration Committee decision which constitutes a report to the membership of the Grain and Feed Dealers National Association as required by Section 8(1) of the Arbitration Rules.

The decision of the committee is in favor of the Defendant, Ditta Ferruzzi Serafino and Company.

The wire tender advice by Bartlett to Ferruzzi dated February 8 merely stated "loaded barge Feb. 7th". The bills of lading dated February 9 covering the same two barges taken out by Pillsbury consigning the barges to Myrtle Grove carried a notation on the face of the bill of lading which stated very plainly "issued in exchange for B/L dated 1/4/68".

It is our opinion that tendering a "loaded" barge on February 8, as Bartlett did to Ferruzzi against a February shipment contract is certainly not in accordance with the Trade Rules when the barges in question were loaded more than thirty days prior, were, in fact, frozen-in or aground or both and further were not able to move apparently for another thirty days.

This being moisture corn, deterioration was inevitable. It is not within the scope of this arbitration to decide whether Bartlett knew of this condition at the time of the tender.

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However, the bills of lading were surely turned over to Bartlett by Pillsbury for payment and then by Bartlett to Ferruzzi, so Bartlett, if unaware of the situation, would have or should have noticed that these were "in lieu" bills of lading and should have at that time so advised Ferruzzi.

Since they failed to do this, we feel that resultant damages must be borne by Bartlett. What recourse Bartlett may have to Pillsbury is not the subject of this arbitration.

In the transaction between Bartlett and Ferruzzi, which is the subject of this arbitration, it is the opinion of all three arbiters that Bartlett is at fault and should pay all damages claimed by Ferruzzi.

Arbitration Committee of the
Grain and Feed Dealers National Association

/S/ Kurt Horn, Chairman
James A. Layton
M. W. McGrath

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The Defendant, Ditta Ferruzzi Serafino and Company informed the National Secretary by letter January 24, 1969, that settlement was completed in accordance with the arbitration decision.