



NATIONAL GRAIN AND FEED ASSOCIATION

Arbitration Decisions

October 18, 1977

ARBITRATION CASE NUMBER 1534

PLAINTIFF: Louis Dreyfus Corporation

DEFENDANT: Bartlett & Company

The issue of this case is simply whether or not Barge Trade Rule No. 10 is applicable to this dispute or were there other circumstances involved which would override its application.

Rule No. 10 states: "Unless otherwise specified by contractual agreement, title, as well as risk of loss and/or damage, passes to the buyer as follows:

On CIF contracts at time and place of shipment...".

It is the unanimous judgment of the Arbitration Committee that no hard evidence is introduced to exempt this case from the application of Trade Rule No. 10. Lacking evidence to the contrary, the Committee has no alternative but to rule in favor of the Plaintiff, Louis Dreyfus Corporation. Therefore, the Defendant, Bartlett & Co., shall be instructed to pay all balances due as determined in accordance with the Barge Trade Rules, plus interest to date of final settlement (\$12,860.85), minus salvage settlement of \$8,533.17, plus interest on balance to date of final settlement).

ARBITRATION COMMITTEE:

/s/ Richard A. Coonrod, Chairman
The Pillsbury Company
Minneapolis, Minnesota

/s/ Richard Mittelbush
Peavey Company
Minneapolis, Minnesota

/s/ Wayne Fisk
United Grain Corporation
Portland, Oregon