

# Farmer, Grain Dealer Clash Over Contract

(Continued From Page 1)

to replace the corn that Campbell didn't deliver, Hostetter said he'd have had to pay out close to \$12,000. Replacing the wheat would have cost another \$2000.

Campbell's position was that he had delivered all the grain he had, except for 2000 bushels of corn and some 25 acres that he had cut for silage to feed his dairy herd.

Campbell told the jurors that he had planned to plant another 225 acres to corn in order to fulfill the contract with Hostetter, but that the fields he wanted to use were

standing in water until late July. He also said that he had discussed this problem with Hostetter, and that Hostetter had told him to fill the contract as best he could.

Campbell also said that Hostetter had implied that his grain firm would supply seed and fertilizer to plant the 225 acres, but that he had never received these supplies.

Hostetter's lawyer told the court that his client was entitled to the difference between the market and the contract price, and that the farmer was liable for that cost.

Campbell's attorney, on the other hand, told the jurors that his client had in fact delivered all the corn he could at a contract price that was \$1.25 under the market price, and that the verbal agreements had, in fact, changed the contract after it became apparent that Campbell couldn't meet the contract requirements.

The case dragged on for an entire day, and attorneys for both sides wore a path between the judge's bench and their client's tables, discussing the technical points of contract law and the complexities of the

futures and cash grain markets. It was a very complicated proceeding, with many recesses, with the jurors retiring to the jury room only at 5:00, after a day of confusing, and sometimes heated, debate.

In finding in favor of the farmer, the jury said that Hostetter should pay the soybean contract price, and that Campbell could not be held liable for the non-deliver under the corn and wheat contracts.

**Editor's Note:** It is not our practice to cover court trials in this newspaper, nor is it our practice to comment on the findings of a court of law. We do not claim to make any comment here on this case, we do not claim to agree or disagree with the jury's verdict. We went to the trial as an impartial observer, and we have attempted to report it in an impartial manner.

We felt the story merited publication primarily because it points out the very complex nature of contract agreements, and the need for both dealers and farmers to think carefully about both verbal and written agreements.

The farm community itself is a very complex system of interrelated parts. We feel that when one part of that system is injured, it does not redound to the benefit of any other part. Like a bruised apple, a sore affecting any part of agriculture will soon affect the entire system.

Lancaster Farming, Saturday, Nov. 9, 1974—7

## Sico Scholarship Funds Available

Dr. D. L. Biemesderfer, President of the SICO Foundation in Mount Joy, today announced that a record high of 60 four-year college scholarships will be made available by the Foundation to worthy and needy 1975 area high school graduates who plan to pursue a career in elementary education. Biemesderfer further reported that the value of each scholarship is being increased to a new high of \$2,000 for four years or \$500 per year, reflecting the increased tuition costs at the participating colleges.

For 33 years, the SICO Foundation, sole stockholder in The SICO Company, the largest distributor of CITGO petroleum products in the United States, has contributed support amounting to more than \$1,518,400 for the education of young people in the Company's marketing area of central and south-central Pennsylvania, the state of Delaware, and Cecil County, Maryland. At present, 129 SICO Foundation Scholarship winners are attending classes in the eight participating colleges which are

the State Colleges located at Cheyney, Kutztown, Millersville, Shippensburg, and West Chester in Pennsylvania; the Delaware State College and the University of Delaware in Delaware; and the Salisbury State College in Maryland. With the awarding of this year's scholarships, the total number of students who will have benefitted from the SICO Foundation scholarships will go well over the 1,000 mark.

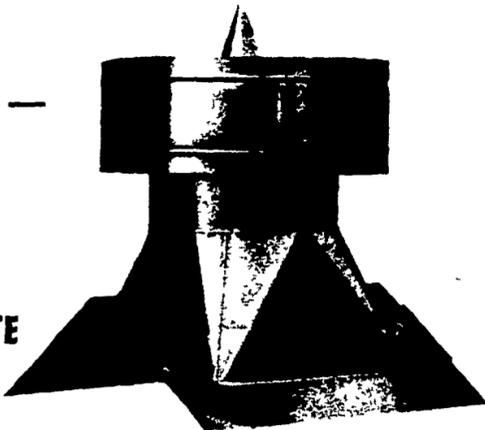
Dr. Biemesderfer urged interested families and students who would like to compete for these scholarships to contact their proper high school guidance official for application forms in the very near future. Eligible to compete are high school seniors whose legal residences are located in the state of Delaware; the counties of Adams, Berks, Chester, Cumberland, Dauphin, Delaware, Lancaster, Lebanon and York in Pennsylvania; and Cecil County in Maryland. The deadline for completion of all forms and letters requires that they be postmarked prior to March 1st, 1975.

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