



National Grain and Feed Association Arbitration Decision

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1400 Crystal Drive, Suite 260
Arlington, VA 22202

P: (202) 289-0873
F: (202) 289-5388

September 23, 2026

CASE NUMBER 3101

PLAINTIFF: ADM AGRI-INDUSTRIES INC., LLOYDMINSTER, ALBERTA, CANADA

DEFENDANT: PAGE CREEK WHITETAIL FARMS LTD. AND JASON BUZIAK, NORTH BATTLEFORD, SASKATCHEWAN, CANADA

STATEMENT OF THE CASE

This case involves five contracts for canola between the plaintiff, ADM Agri-Industries Inc., and the defendants, Page Creek Whitetail Farms Ltd. and Jason Buziak.

The contracts involved in this case are as follows:

Contract #	Customer	Contract Date	Delivery Timeframe	Contract Price	Contract Units Metric Tons (MT)	Delivered Units (MT)	Undelivered Units (MT)
638174	Page Creek	3/4/2021	11/01/21-11/30/21	628.30	176.00	-	176.00
638624	Page Creek	3/31/2021	09/15/21-10/15/21	617.30	250.00	159.19	90.81
638904	Page Creek	4/13/2021	09/15/21-10/15/21	639.30	250.00	-	250.00
639011	Page Creek	4/16/2021	12/01/21-12/31/21	661.40	500.00	-	500.00
639503	Jason Buziak	5/4/2021	02/01/22-02/28/22	727.50	250.00	-	250.00

All the canola contracts were contracted in the spring of 2021 prior to the fall harvest on the dates listed above. After the first four contracts were executed, Mr. Buziak requested confirmation of the contracts between Page Creek and ADM, and a contract overview was then sent to Mr. Buziak on April 21, 2021. No response was received from Mr. Buziak regarding the confirmations. Mr. Buziak then contracted additional units of canola on May 4, 2021. Canola was delivered under contract 638624, but delivery was short on the contracted units and that was the only canola delivered that fall.

The parties discussed contracts 638624, 638904, and 638174 on December 10, 2021, when ADM emailed to Mr. Buziak a breakdown of replacement fees, and Mr. Buziak said his accountant and lawyer were reviewing it. Failure to deliver under contract 639011 was discussed on January 21, 2022, with replacement costs provided. Failure to deliver under contract 639503 was noted on March 1, 2022.

The defendants argue that they were unable to deliver all of the contracted quantities of grain, and the main issue is whether the doctrine of frustration applies, which would make the contracts unenforceable. The defendants also state that the drought of 2021 falls within the definition of “unusually severe weather” under the Force Majeure clause in the contracts, which would absolve them from any liability for failure to perform. The following clause was included in all of the contracts in this dispute (except 639011):

FORCE MAJEURE: NEITHER PARTY SHALL BE LIABLE FOR DELAY IN PERFORMANCE OR FAILURE TO PERFORM WHEN SUCH DELAY OR FAILURE IS DUE TO UNFORSEEN CAUSE BEYOND ITS REASONABLE CONTROL AND WITHOUT ITS FAULT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ACTS OF GOD OR THE PUBLIC ENEMY, GOVERNMENTAL ACTION OF WHATEVER VARIETY, FIRES, FLOODS, EARTHQUAKES, EPIDEMICS, QUARANTINE RESTRICTIONS, RIOTS, INSURRECTIONS, FREIGHT EMBARGOES, PLANT BREAKDOWN, RAIL CAR SHORTAGES AND UNUSUALLY SEVERE WEATHER.

The following clause was included in contract 639011:

FORCE MAJEURE: ADM SHALL NOT BE LIABLE FOR DELAY IN ADM'S PERFORMANCE OR FAILURE WHEN SUCH DELAY OR FAILURE IS DUE TO UNFORESEEN CAUSES BEYOND ITS CONTROL AND WITHOUT ITS FAULT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF PUBLIC ENEMY, GOVERNMENTAL ACTION, FIRES, FLOODS, EARTHQUAKES, EPIDEMICS, QUARANTINE RESTRICTION, LABOR DIFFICULTIES, FREIGHT EMBARGOES, PLANT BREAKDOWNS, TRANSPORTATION SHORTAGES OR UNUSUALLY SEVERE WEATHER. ADM SHALL NOT BE REQUIRED TO PAY FOR OR TO ACCEPT SELLER'S APPLICATION OF OR TITLE TO ANY GOODS FOR SO LONG AS ADM IS DELAYED IN PERFORMANCE AS A RESULT OF ONE OR MORE OF THE EVENTS DESCRIBED IN THE PRECEDING SENTENCE.

The defendants argue that ADM should have notified them of the wording change in contract 639011 as they had agreed to contract 639011 on a status quo basis assuming the contracts were identical.

The defendants also claim that Mr. Buziak should not be held personally liable for contract 639503 as that contract should have been under Page Creek, for which Mr. Buziak was only acting as an agent.

The defendants request that if the arbitration committee does not conclude the contracts are unenforceable, then Page Creek should only be liable for replacement costs for contract 639011 of \$170,800, using the market price of \$1,003 per metric ton from the government of Saskatchewan for the date closest to delivery (December 29, 2021).

ADM requests the defendants pay the replacement costs resulting from their breach of contract with Page Creek being liable for contracts 638174, 638624, 638904 and 639011, and Mr. Buziak being personally liable for contract 639503, as it was written in his name. ADM for all the contracts applied the market price of \$1,022.10/MT with a market price date of February 18, 2022. ADM requested total replacement costs of \$455,770.31, plus interest.

THE DECISION

The arbitration committee concludes that the amount ADM requests is incorrect as ADM is using a market price date of February 18, 2022. The contracts on page 2 state:

Late Delivery: Seller is responsible to deliver the quantity and quality of goods contracted for hereunder within the delivery period specified hereunder. If a late delivery penalty is specified as part of this agreement, it shall apply to any late deliveries hereunder. Otherwise, Failure to deliver within the delivery period is a default under this agreement.

The committee determines these contracts should be priced based upon NGFA Grain Trade Rule 28 (A) [Seller's Non-Performance], which states:

If Seller fails to notify the buyer of the Seller's inability to complete the contract... (3) cancel the defaulted portion of the contract at fair market value based on the close of the market the next business day.

The arbitrators agree with the defendants the date of default would be the next business day after the last delivery date stated in the contracts. The exception being default for contract 639503 (using a pricing date of February 18, 2022), which precedes the last delivery date in that contract but is the date that ADM understood Page Creek would not be performing under the contracts.

The arbitrators also agree with the defendants that contract 639503 should be under Page Creek, and Mr. Buziak should not be held personally liable for that contract.

With respect to the doctrines of frustration and force majeure, the arbitrators determine that these do not apply to excuse performance of these contracts. The defendants were aware of conditions early enough and could have planned accordingly.

The arbitrators conclude that the replacement costs Page Creek owes to ADM are as follows:

Contract #	Contract Delivery	Buy out Units	Futures Month	Priced Date	Market Price	Contract Price	Price Difference	Replacement Cost
638174	11/01/21-11/30/21	176.00	Jan22/RSF22	12/1/2021	994.30	628.30	366.00	64,416.00
638624	09/15/21-10/15/21	90.81	Nov21/RSX21	10/18/2021	921.10	617.30	303.80	27,588.08
638904	09/15/21-10/15/21	250.00	Nov21/RSX21	10/18/2021	921.10	639.30	281.80	70,450.00
639011	12/01/21-12/31/21	500.00	Mar22/RSH22	1/4/2022	1,021.40	661.40	360.00	180,000.00
639503	02/01/22-02/28/22	250.00	Mar22/RSH22	2/18/2022	1,019.60	727.50	292.10	73,025.00
							Awarded Damages	415,479.08

The arbitration committee's decision is unanimous.

THE AWARD

The arbitrators award 415,479.08 CAD to ADM Agri-Industries Inc. from Page Creek Whitetail Farms Ltd. Interest shall accrue on the award at a rate of 7.00 percent, pursuant to NGFA Arbitration Rule 6(F) from the date of this decision until it is paid in full.

Decided: October 6, 2025

Submitted with the unanimous consent of the arbitrators, whose names appear below:

Chris Breedlove, *Chair*
General Manager and CEO
Willacy Co-op
Raymondville, TX

Jason Halm
Regional Manager
Viterra
Omaha, NE

Tess Jarmin
Grain Procurement Manager
United Quality Cooperative
Ross, ND