



National Grain and Feed Association Arbitration Decision

www.ngfa.org | www.ngfa.org/decisions

1400 Crystal Drive, Suite 260
Arlington, VA 22202

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

September 23, 2026

CASE NUMBER 3161

PLAINTIFF: CONSOLIDATED GRAIN AND BARGE CO., JEFFERSONVILLE, INDIANA

DEFENDANT: BOEHNING DAIRY LLC, MULESHOE, TEXAS

STATEMENT OF THE CASE

This arbitration arose from a dispute involving feed products sold by Consolidated Grain and Barge Co. ("CGB") to Boehning Dairy LLC ("Boehning Dairy").

On February 20, 2024, CGB and Boehning Dairy entered into contract number 0000143 for Boehning Dairy to purchase 58,928.57 bushels of #2 Organic Corn from CGB with the following terms:

- Price: \$10.08
- Transport Mode: Rail
- Shipment: 4/1/2024 – 6/30/2024
- Weights: Destination
- Grades: Destination
- Delivery Type: Delivered Elevator
- Freight Basis & Route: Muleshoe, TX

The contract also stated the following under paragraph 11:

Unless otherwise stipulated – Payment in the full amount specified is to be made by demand draft at sight with proper documents attached, said draft to be payable immediately, upon first presentation. Final settlement and payment to Seller shall be made within five (5) days following receipt by Buyer of the official unload weight certificate or a copy thereof. Seller and Buyer agree that the foregoing payment terms, and the times therefore, are essential to this contract. Accordingly, Buyer agrees to pay Seller interest on any amount owing to Seller hereunder which has not been paid by Buyer on time, at a rate of 1 ½ % per month, or fraction thereof until paid.

The sequence of events leading to the dispute is as follows:

- April 12, 2024: CGB shipped one railcar with 3,561.07 bu. of organic corn to Boehning Dairy.
- April 15, 2024: CGB issued its invoice, settlement, and a copy of the official weight certificate to Boehning Dairy.
- April 17 - June 7, 2024: CGB contacted Boehning Dairy by email and telephone to inquire about the status of payment.
- June 21, 2024: Boehning Dairy paid CGB for the delivery.

- July 1, 2024: CGB emailed Boehning Dairy requesting the delivery period be rolled from April-June 2024 to July-September 2024. CGB also requested an amendment to the payment terms whereby Boehning Dairy either pay for delivery upon receipt or pay 90% in advance for each railcar.
- July 11, 2024: Boehning Dairy replied by email stating it agreed to roll delivery and pay upon receipt.
- July 26, 2024: CGB shipped another railcar with 3,572.86 bu. to Boehning Dairy.
- July 29, 2024: CGB issued the invoice, settlement, and copy of the weight certificate for the delivery.
- August 20 - September 19, 2024: CGB contacted Boehning by email and telephone to inquire about the status of payment.
- September 27, 2024: Boehning paid CGB for the delivery.
- October 1, 2024: CGB emailed Boehning stating Boehning was in default for failure to accept and make payment for the remaining 51,794.64 bu. under the contract.
- November 4, 2024: CGB cancelled the contract and issued an invoice for \$87,014.99 in damages.

CGB alleged that it delivered product in accordance with the parties' agreement and that Boehning Dairy failed to satisfy its payment obligations. CGB sought recovery of the unpaid balance, attorney fees, and related collection costs.

Boehning Dairy acknowledged it was late in paying CGB but claimed it paid for every kernel of corn that CGB delivered, never refused a delivery, and had no intention of not completing the contract. Boehning Dairy also disputed CGB's calculation of damages because Boehning Dairy claimed the fair market value at the time of cancellation was the same as the contract price and therefore CGB suffered no damages. Boehning Dairy argued the evidence submitted by CGB to support CGB's fair market value claim was from a month before CGB cancelled the contract. Boehning Dairy further argued the evidence CGB submitted for fair market value was not valid under the arbitration rules because CGB did not submit a price bulletin or affidavits by disinterested persons in the absence of a price bulletin.

THE DECISION

After reviewing the written submissions, exhibits, and arguments presented by the parties, the Arbitration Committee finds in favor of CGB.

The Committee concludes that a valid and enforceable contract existed between the parties and that CGB fulfilled its obligations under the agreement. The Committee further determines that Boehning Dairy accepted the product delivered and failed to satisfy the payment obligations required under the contract.

The Committee reviewed the documentation supporting the unpaid balance, including invoices, account records, communications between the parties, and other evidence submitted in the record. The Committee finds that the amounts claimed by CGB are supported by the evidence presented and that Boehning Dairy failed to establish a valid defense relieving it of liability for the amounts owed.

THE AWARD

Consolidated Grain and Barge Co. is awarded \$87,014.99 from Boehning Dairy LLC. No attorney fees or interest are awarded to either party in this case.

Decided: August 7, 2026

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

Joel Mueller, *Chair*
Product Group Manager
Scoular
Omaha, NE

Megan Dickard
Senior Buyer
Tyson Foods Inc.
Fayetteville, AR

Ross Horton
Senior Trader
The Wenger Group
Noblesville, IN