



National Grain and Feed Association Arbitration Decision

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January 12, 2026

CASE NUMBER 3104

PLAINTIFF: CONSOLIDATED GRAIN AND BARGE CO., NAPLES, IL

DEFENDANT: MONTE D. BURCH, PALMYRA, MO

FACTUAL AND PROCEDURAL BACKGROUND

The plaintiff, Consolidated Grain and Barge Co., requested the entry of a default judgment in the amount of \$783,410.00 against the defendant, Monte D. Burch. The default judgment is granted for the reasons set forth below.

The plaintiff submitted an arbitration complaint dated January 9, 2023, to the National Grain and Feed Association (NGFA). The complaint alleged that the defendant failed to perform on contracts 221485 and 221866 for Soybeans and contracts 225441 and 215788 for Corn.

The contracts were duly executed by the parties and stated:

“(RULES, TERMS AND CONDITIONS INCLUDING BINDING ARBITRATION SET FORTH ON BACK ARE MADE PART HEREOF)” [emphasis in original].

The contracts further stated under paragraph 1 of the terms and conditions as follows:

Seller and Buyer agree that all disputes and controversies of any nature whatsoever between them with respect to this contract shall be arbitrated according to the Arbitration Rules of the National Grain & Feed Association, and that the decision and award determined thereafter shall be final and binding on Seller and Buyer

Acting upon the plaintiff’s complaint, NGFA prepared an arbitration services contract and submitted it to the plaintiff for execution. By Federal Express dated February 17, 2023, NGFA also sent to the defendant, through his counsel, a letter providing notice of these proceedings with copies of the plaintiff’s complaint and attachments, as well as the NGFA Trade Rules and Arbitration Rules. Federal Express confirmed that this mailing to defendant’s counsel was delivered on February 27, 2023.

Upon receipt of the duly executed arbitration services contract from the plaintiff, NGFA then sent it with accompanying correspondence to defendant’s counsel by Federal Express on March 20, 2023. Federal Express confirmed that this mailing to defendant’s counsel was delivered on March 22, 2023.

NGFA subsequently received communication that the parties agreed to an extension for the defendant to submit the signed arbitration services contract and pay the arbitration services fee while the parties discussed settlement.

On August 23, 2024, NGFA sent to defendant's counsel another letter by Federal Express informing the defendant the arbitration services contract and arbitration services fee were overdue. Federal Express confirmed this mailing was delivered on September 3, 2024. NGFA's letters of March 20, 2023, and August 23, 2024, to the defendant provided notice that Rule 2(E) of the NGFA Arbitration Rules required that the signed arbitration services contract be returned within fifteen (15) days.

After not receiving any response from the defendant, NGFA sent another notice to defendant's counsel on October 14, 2024, by Federal Express. This notice stated as follows:

NGFA Arbitration Rules 2(D) and (E) provide for the entry of a default judgment when a party fails to execute the arbitration contract and pay the service fee within fifteen (15) days. Based upon the lack of any response from you thus far, we must anticipate that you do not intend to respond.

Federal Express confirmed that this mailing was delivered to defendant's counsel on October 21, 2024.

On October 8, 2025, after receiving communication from the plaintiff advising this case was still active as no settlement had been reached, NGFA sent another letter to defendant's counsel by Federal Express. Federal Express informed NGFA it was delayed in delivering this mailing due to an incorrect address. Federal Express ultimately delivered this mailing to defendant's counsel on November 10, 2025.

NGFA also on October 28, 2025, as a courtesy, resent all correspondence in this case to the updated address for the defendant's counsel. Federal Express confirmed that this mailing was delivered on October 31, 2025.

NGFA has not received an executed arbitration services contract from the defendant.

DEFAULT JUDGMENT

NGFA established jurisdiction over this matter pursuant to the express terms of the contract and by way of the plaintiff's status as an NGFA active member.

The plaintiff filed its complaint in conformity with NGFA Arbitration Rule 2(A). Pursuant to Rule 2(B), NGFA then submitted an arbitration services contract to the parties. Rule 2(D) states that, "Each party must return the completed arbitration services contract within 15 days from the date the party receives it from the NGFA Secretary." The plaintiff executed and returned the arbitration services contract. The defendant elected to not comply with the NGFA Arbitration Rules.

NGFA Arbitration Rule 2(E) provides for the following:

Where a party fails to execute the arbitration services contract or pay the arbitration services fee, the NGFA Secretary may without further submissions by the parties enter a default judgment or such other relief as the NGFA Secretary deems appropriate.

Pursuant to Rule 2(E), NGFA finds that entry of default judgment against the defendant is warranted.

NGFA Arbitration Rule 2(E) also sets forth the requirements and conditions under which, "[a]ny party against whom a default judgment has been entered may apply to vacate the default judgment within 15 days of entry of the default judgment." Further, NGFA Arbitration Rule 7 provides that a default judgment issued by NGFA may be appealed under the rules by either party.

THE AWARD

THEREFORE, IT IS ORDERED THAT:

1. The plaintiff is awarded judgment against the defendant for \$783,410.00.
2. Interest on the judgment shall accrue at the statutory rate available for judgments in the applicable jurisdiction from this date until paid in full. This award is not intended to preclude the plaintiff from pursuing an additional award for interest, legal fees or costs in a court of law.

Dated: November 20, 2025*

NATIONAL GRAIN AND FEED ASSOCIATION

* On November 20, 2025, NGFA entered the default judgment against the defendant. The defendant was advised regarding the procedures for applying to vacate the default judgment, but the defendant did not apply to vacate the default judgment.