



May 1, 2019

CASE NUMBER 2822

PLAINTIFF: SCoulAR CANADA, LTD
CALGARY, ALBERTA, CANADA

DEFENDANT: LOGAN FARMS LTD
GULL LAKE, SASKATCHEWAN, CANADA

STATEMENT OF THE CASE

On October 5, 2016, Scoular Canada Ltd. (Scoular) and Logan Farms Ltd. (Logan) entered into a contract (PB2010511) whereby Scoular agreed to buy, and Logan agreed to sell, 30,880 bushels of feed barley, F.O.B. Gull Lake, SK (Logan's farm) for shipment during the period of January 1 thru March 31, 2017. Additionally, on October 19, 2016, Scoular and Logan entered into a second contract (PB2010518) whereby Scoular agreed to buy, and Logan agreed to sell, 30,000 bushels of feed barley, F.O.B. Gull Lake, SK (Logan's farm) for shipment during the period of November 1 thru December 31, 2016.

Both parties confirmed a verbal agreement to extend the delivery period of contract PB2010518 from December 31, 2016 to March 31, 2017, with Logan stating that a vacation in January would preclude him from assisting in loading trucks. Both contracts stipulated "Buyer's Call" and that the NGFA Grain Trade Rules and Arbitration Rules applied.

Neither party submitted any arguments that disputed any of the aforementioned facts.

Scoular claimed that in December 2016, the parties agreed for Scoular to take delivery of 11 trucks, but then Logan refused to load 9 of the 11 trucks. Because of disagreements between the parties regarding the quality of the barley delivered, in the end, only 4,000 of the 30,000 bushels under contract PB2010518 were shipped in the initial delivery period.

Scoular claimed it made the following attempts for pickup after the extension of the delivery period:

- January 2017 – attempted to send 14 trucks with 7 trucks successfully loaded.
- February 2017 – attempted to send 7 trucks with 1 successfully loaded.
- March 2017 – attempted to send 13 trucks with 2 successfully loaded.

Logan claimed that Scoular failed to make adequate arrangements to pick up the grain, and Logan disputes that Scoular made these attempts.

The arbitrators noted there was scattered success in loading out barley through April and May of 2017.

During the first week of June, Logan claimed breach of contract by Scoular, and Scoular bought-in the barley for Logan's account.

Scoular claims \$16,414.65 in damages. Logan requests the claim be denied.

THE DECISION

This case received careful and extensive consideration. The arbitrators noted that other than in the two initial contracts about which there seemed to be no disagreement, both parties completely failed to properly and effectively communicate and document their discussions and intentions. The arbitrators determined that this case illustrated the potential reward and reduction of risk when sound contract management is applied. Had the parties taken the proper initiative, this arbitration dispute could likely have been avoided altogether.

Lacking evidence to conclude otherwise, the judgement of the arbitrators is as follows: It was unanimously decided by the arbitrators that neither Scoular or Logan proved their case fully. The arbitrators consequently award to each of the parties one-half of their claimed damages. Therefore, Logan shall pay to Scoular \$8,207.32 USD.

THE AWARD

The arbitrators awarded 8,207.32 USD in damages to Scoular Canada, Ltd. From Logan Farms Ltd.

Decided: April 1, 2019

SUBMITTED WITH THE UNANIMOUS CONSENT OF THE ARBITRATORS, WHOSE NAMES APPEAR BELOW:

Ed Ide, Chair
General Manager – MidSouth Region
CGB Enterprises
St. Louis, MO

Terry Bline
Manager
Roanoke Farmers Association
Roanoke, IL

Andrew Swerlein
President and CEO
Luckey Farmers Inc.
Woodville, OH