



Public Service Commission

State of North Dakota

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14 February 2013

Mr. Sean T. Foss
Kennelly O'Keeffe, Ltd.
PO Box 2105
Fargo, ND 58107-2105

RE: Public Service Commission v. Anderson Seed Co., Inc.
Civil No. 09-2012-CV-00693
PSC Case No. GE-12-78

Dear Mr. Foss:

This letter is in response to your letter to Jon Jensen dated 29 January 2013 regarding your client Tim Hase. In your letter you asked why the Public Service Commission would claim that it has not received a contract from Mr. Hase or from Anderson Seed Co., Inc.

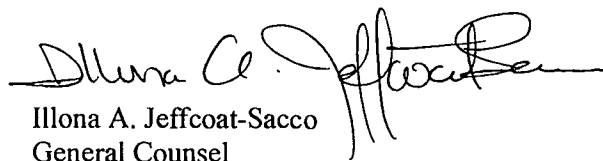
In our 25 January 2013 letter to you, Mr. Jensen stated that the Public Service Commission does not have a deferred payment contract from your client and did not receive one from Anderson Seed Co., Inc. This letter confirms that we have no deferred payment contract in the name of Tim Hase.

Mr. Hase submitted an unpaid grain claim consisting of a cover letter dated 17 February 2012, copies of four scale tickets, and an assembly sheet. We did not receive a "deferred payment contract" from Mr. Hase. A deferred payment contract is a type of credit-sale contract as defined in North Dakota Century Code section 60-02-01(2). North Dakota Century Code section 60-02-19.1 identifies what each credit-sale contract must contain.

In your 3 April 2012 letter to the Commission you said you were retained by Mr. Hase in the referenced matter and you enclosed a copy of Mr. Hase's 17 February 2012 letter to the Commission, along with support documents that Mr. Hase had included with his unpaid grain claim. The support documents included two sunflower purchase contracts (pages 1 and 2), an "addendum to sunflower contract" for each of the two purchase contracts (page 3), and an assembly sheet. There was no "deferred payment contract" included.

If you any questions please feel free to contact my office.

Sincerely,


Illona A. Jeffcoat-Sacco
General Counsel

skr
cc: Jon Jensen

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Response Letter to Mr. Foss Regarding Mr. Hase's
Contract