

Jeffcoat-Sacco, Illona


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Subject: RE: 20160303 // PSC v. GF Bean, et. al.
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Greetings:

Attached is the missing page to the Brief of Respondent, Appellee, and Cross-Appellant Auto-Owners Insurance Company. Please let us know if you need anything further.

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SC APPEAL - Missing Page to Appellee Brief

Auto-Owners Insurance Company
Michael Morley, Morley Law Firm, Ltd.

date that the warehouse was closed or ceased to do business because of insolvency. It is this latter provision of § 60-02-41 that is more clear, particular and specific on the issue of what date to use for GF Bean's insolvency in this case, and therefore, what date to use for the market price to pay the growers for their unpaid/unconverted scale tickets or warehouse receipts for their beans. Application of the objective measuring instructions and guidance to the Court, as contained within this statute, prevents that very kind of strategical maneuvering, lawyering, and shifting claims and positions utilized by all of the growers in this case in amending their claims to select a market price for their beans that was most beneficial and advantageous to them.

¶75. As clearly shown by N.D.C.C. § 60-02-41, the date of insolvency, and therefore, the market price date payable for the growers' beans, is clearly, objectively and uniformly the date that the warehouse was closed or ceased to do business because of insolvency. It is this provision of § 60-02-41 that is more clear, particular, specific and objective on the issue of what date to use for GF Bean's insolvency in this action and, therefore, what date to use for the market price payable to the growers for their beans. Application of this statute prevents the very kind of strategical maneuvering and subjective tactics utilized by all of the growers in this case in amending their claims against the trust to select a market price date for their beans that is most financially beneficial to them. It must be remembered that eight of the nine claimants (not counting Curtis Amundson whose claim was rejected by the Court as not payable from the Trust