



# Devin Tuomala

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**Dec 1, 2018:** File of no payment for contracted grain against the following stated below.

Hunter Hanson  
&  
Midwest Grain Trading  
218 4th st SW Suite#1  
Devils Lake, ND 58301

A grain contract for 4,000 bushels of HRSW was created on October 19, 2018 in the office of Midwest Grain Trading. The contract states its for 4,000 Bu at a 14% protein base for a price of \$5.20 per bushel. The protein premium given was +10/-5. The first two loads of grain were hauled from my farm located in Perth to Osnabrock elevator in Nekoma, ND on Oct 22, 2018. The 3<sup>rd</sup> load was hauled the next day on Oct 23, 2018 to the same elevator.

On Nov 6, 2018 I contacted Hunter asking for my check to be sent out in which he replied that yes it will be. No check had been sent to me or the FSA office in Devils Lake. On Nov 16, 2018 he contacted me asking what the payout to the FSA would be, so he could send a check directly to them. I emailed him 3 days worth of payout amounts on Nov 19 that I received from the FSA. I received a text stating the total payout amount from the grain sale is to be \$21,559.56 in which would have been used to payoff the rest of my loan.

Without being paid for that grain I'm unable to pay my operating loan off which I am now accruing interest on. I'm going into my first year of solo operation on my grandpas farm and uping my acres from 2 quarters to 7 quarters. Now I'm in danger of losing out on vital discounts from pre pay that I need to stay profitable.

Files attached will be a copy of the Grain Contract, text messages, and copies of the grain tickets from the elevator.

**-Devin Tuomala**

# GRAIN PURCHASE CONTRACT

110-5

187293

This is an agreement that the Seller W. Dean Johnson (Seller's Name)  
 of 9211 57th Ave NE, P.O. Box 98303, 741330-0944 (Seller's Address, City, State & Zip)  
 on \_\_\_\_\_ (Date) has sold and agreed to deliver to the Buyer Wheat Processing (Company Name)  
 at 215 4th St, P.O. Box 10, 78501 (Buyer's Address, City, State & Zip) at 14.0% (% Moisture) and 14.0% (% Protein)  
 a net quantity of 4000 (bu./ cwt.) of U.S. 1 (Grade and Kind) of Wheat (Commodity) at \_\_\_\_\_ (Circle One)  
 at Wheat Processing (Delivery Location) for delivery \_\_\_\_\_ (Specify Time Period for Delivery)  
 at the purchase price of \$ 5.00 per (bu./ cwt.) under the following terms and conditions: Net 30

### TERMS AND CONDITIONS

**Grade and Quality Specifications:** The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the Buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

**Merchantable Quality:** All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

**Liens:** Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: \_\_\_\_\_

**Premiums and Discounts to Apply:** Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract: \_\_\_\_\_

**Settlement for Underdeliveries:** All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery, or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when the trades can be made for the account of the Seller.

Settlement for under-delivery or non-delivery of grain shall be made on the difference between market price on delivery date and the contract price \_\_\_\_\_ cents per bushel handling charge to be paid to buyer upon such settlement.

**Buyer's Right to Delay Delivery Period:** The Buyer has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay has ceased.

**Arbitration:** Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and that judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

**Binding Effect:** This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

**Final and Complete Agreement:** This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

**SELLER:** \_\_\_\_\_ **BUYER:** \_\_\_\_\_  
 (Authorized Signature(s)) (Authorized Signature(s))

Osnabrock Farmers Co-op Elevator Co.  
 103 Dakota St  
 Nekoma, ND 58355  
 Main Office (701) 949-2722

INBOUND

**INSPECTION AND WEIGHT CERTIFICATE**

License# \_\_\_\_\_ Commodity: Spring Wheat (SPWHT) No. 177806 10/22/2018  
 Received From: Midwest Grain Trading Pile Location Truck: YODER 62  
 Box 183 Weigher  
 Leeds ND 58346

Remarks

DOC	MST	DMG			
1.6	12.4	0.0			
TW	PRO				
62.4	14.3				

Spills	% Gross	Application Type	
Midwest Grain Trading	100.00	Piced	

UNITED STATES WAREHOUSE ACT: Grain Inspection and Weight Certificate  
 Inspection Not Valid for Purposes of the US Grain Standards Act  
 CERTIFICATION: This certificate is issued by an inspector/weighter licensed under the United States Warehouse Act and regulations thereunder for the  
 Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560

Osnabrock Farmers Co-op Elevator Co.  
 103 Dakota St  
 Nekoma, ND 58355  
 Main Office (701) 949-2722

INBOUND

**INSPECTION AND WEIGHT CERTIFICATE**

License# \_\_\_\_\_ Commodity: Spring Wheat (SPWHT) No. - 177841 10/22/2018  
 Received From: Midwest Grain Trading Pit Location: Truck: YODER 62  
 Box 183 Weigher:  
 Leeds, ND 58348 16:38:06 GROSS Lbs 107540  
 16:58:34 TARE Lbs 31380

Remarks

DOC	MST	DMG	NET Lbs	Gross BU	Shrink BU	Dockage BU	Net BU
1.1	12.6	0.0	76160	1269.33	0.00	13.96	1255.37
TW	PRO						
62.6	13.8						
Splits							
Midwest Grain Trading							
	% Gross						
	100.00	1,269.33					
	Application Type						
	Priced						

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate  
 (Inspection Not Valid for Purposes of the US Grain Standards Act)  
 CERTIFICATION: This certificate is issued by an Inspector/Weigher licensed under the United States Warehouse Act and regulates thereunder for the  
 Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560

Osnabrock Farmers Co-op Elevator Co.  
 103 Dakota St  
 Nekoma ND 58355  
 Main Office (701) 949-2722

INBOUND

**INSPECTION AND WEIGHT CERTIFICATE**

License# \_\_\_\_\_ Commodity: Spring Wheat (SPW-IT) No. 177900 10/23/2018

Received From: Midwest Grain Trading Pit Location: South Pit Truck: YODER 62

Box 183  
 Leeds ND 58346

Remarks: 11-17-19 GROSS Lbs 121220  
 11-28-07 TARE Lbs 31740  
 NET Lbs 89480

DOC	MST	DMG	Gross BU	1491.33
1.2	13.8	0.0	Shrink BU	0.00
TW	PRO		Dockage BU	17.90
61.0	15.0		Net BU	1473.43

Splits \_\_\_\_\_ % Gross 100.00 1,491.33 Application Type Priced

Midwest Grain Trading

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate  
 (Inspection Not Valid for Purposes of the US Grain Standards Act)  
 CERTIFICATION: This certificate is issued by an inspection/weighter licensed under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560



(701) 381-1022

Sorry I'm coaching rn so haven't had time to check phone or make calls

Monday 10:08 AM

Did you get payoff yet ????

What's your email I'll forward it to you

[Hunter.midwestgraintrading@gmail.com](mailto:Hunter.midwestgraintrading@gmail.com)

Just sent it

Monday 8:02 PM

Did you get my email?

Delivered

Tuesday 7:53 AM

Yes



iMessage





(701) 381-1022

Perfect. Leean is out but supposed to be back in about 20 mins. She's goona give me a call then and I'll get the amount to you



Fri, Nov 16, 3:08 PM

Find out yet?

Fri, Nov 16, 4:25 PM

Do you just want me to make the full amount to you?

She's going to call you rn

Sorry I'm coaching rn so haven't had time to check phone or make calls



iMessage



264



(701) 381-1022

Can I get my check sent out for my wheat

Read 11/6/18

Yes

Fri, Nov 16, 1:42 PM

Could you get your pay off couldn't get ahold of them

For the FSA?

Yes is there a payoff on it?

There's no commodity loan on it but it's getting used to pay operating off. I'll call em and get the amount. What's the total I'm receiving for the wheat?

\$21,559.56



iMessage





(701) 381-1022

What's your canola and wheat at?

Thu, Oct 11, 6:06 PM

15.40 and 5.20

Let's sell 4000 Bu of wheat

4 truck loads

Sounds good

Thu, Oct 18, 9:58 AM

What's your wheat today?

Tue, Nov 6, 11:47 AM

Can I get my check sent out for my wheat

Read 11/6/18

Yes



iMessage





Hunter



15.40 and 5.20

Let's sell 4000 Bu of wheat

4 truck loads

Sounds good

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Hunter

Fri, Nov 16, 1:42 PM

Could you get your pay off  
couldn't get ahold of them

For the FSA?

Yes is there a payoff on it?

There's no commodity loan on it  
but it's getting used to pay  
operating off. I'll call em and  
get the amount. What's the  
total I'm receiving for the  
wheat?

\$21,559.56

Perfect. Leean is out but  
supposed to be back in about  
20 mins. She's goona give me a  
call then and I'll get the amount  
to you



iMessage

