

MC GEE, HANKLA, & BACKES
A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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RICHARD H. MCGEE II (Retired)
WALFRID B. HANKLA (Retired)
ROBERT A. WHEELER (Retired)
GEORGE A. MCGEE (1878-1953)
RICHARD H. MCGEE (1918-1992)
ORLIN W. BACKES (1935-2017)



2400 Burdick Expy E.,
Ste. 100
PO BOX 998
MINOT, NORTH DAKOTA
58702-0998
PHONE
701.852.2544
FAX
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WEB
www.mcgeelaw.com

ALSO LICENSED IN:
*Colorado
**Minnesota

March 27, 2019

Public Service Commission
600 East Boulevard, Dept 408
Bismarck, ND 58505-0480

Re: Grain Claim Forms
Hunter Hanson d/b/a Midwest Grain Trading and NoDak Grain
PSC Case No. GE-18-395

Enclosed, for filing with the Public Service Commission, please find the following Grain Claim Forms:

- 1) Grain Claim Form of Ronald St. Croix with supporting documentation;
- 2) Grain Claim Form of David St. Croix with supporting documentation;
- 3) Grain Claim Form of Cody St. Croix with supporting documentation;
- 4) Grain Claim Form of Murray Pfau with supporting documentation;
- 5) Grain Claim Form of James Walsh with supporting documentation; and,
- 6) Grain Claim Form of Leon Schmaltz with supporting documentation.

Please note my representation of each claimant.

Sincerely,

McGEE, HANKLA & BACKES, P.C.

A handwritten signature in black ink, appearing to read "Erich M. Grant".

Erich M. Grant
egrant@mcgeelaw.com

EMG:lkh:LtrPublicServiceCommission-1
Enclosures



GRAIN CLAIM FORM
 PUBLIC SERVICE COMMISSION
 SFN 60853 (01/2019)

In accordance with North Dakota Century Code Chapters 60-02, 60-02.1, and 60-04:

Any person with a noncredit-sale receipt holder claim or any person with a credit-sale contract claim shall file the claim with the Public Service Commission. **A claim must be filed within 45 days after the final publication of the "Notice of Appointment as Trustee and Notice to File Claims."**

Any person filing a claim shall include receipts or other documentation sufficient to enable the Commission to determine the validity of the claim. This could include unsatisfied grain receipts, scale tickets, checks, cash contracts, credit-sale contracts, or other memoranda given by the licensee for, or as evidence of, the receipt, storage, or sale of grain.

Unless a claim is filed with the Public Service Commission within the time specified, the Commission is relieved of further duty or action on behalf of the receipt holder or credit-sale contract claimant and the receipt holder or credit-sale contract claimant may be barred from payment for any amount due.

FOR COMMISSION USE ONLY	
PSC Case Number:	
GE-18-395	
Civil Number:	

CLAIMANT INFORMATION		
Claimant Name (as used on income tax return) James Walsh		Telephone Number 701-263-1261
Mailing Address 2800 42nd St NE		Email Address
City Minot	State ND	ZIP Code 58703

CLAIM AGAINST		
Name of Grain Warehouse or Grain Buyer Hunter Hanson d/b/a Midwest Grain Trading		Telephone Number
Address 305 - 5th Street S		Email Address
City Sheyenne	State ND	ZIP Code 58374-0031

Did you make written demand for payment or redelivery if available? No Yes, date of written demand: _____

ADDITIONAL PARTIES WITH AN INTEREST IN THE CLAIM			
List each interested party in this unpaid grain claim. Attach additional pages if necessary.			
Name (as used on income tax return) Lloyd Walsh		Telephone Number 701-852-8045	
Mailing Address 2750 42nd St NE		City Minot	State ND
Email Address		Interest Partner	ZIP Code 58703
		% of Claim or \$ Amount 66.66%	
Name (as used on income tax return)		Telephone Number	
Mailing Address		City	State
Email Address		ZIP Code	
		Interest	
		% of Claim or \$ Amount	
Name (as used on income tax return)		Telephone Number	
Mailing Address		City	State
Email Address		ZIP Code	
		Interest	
		% of Claim or \$ Amount	

CLAIM SUMMARY				
Use one line per commodity. Attach additional pages if necessary.				
Date	Type of Grain	Price per Bushel/CWT	Net Bushel/CWT Indicate Bu. or CWT below	Amount Owed
	<i>See attached</i>	\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
Total Amount of Claim			Bu. / CWT	\$

Briefly describe your claim using the space below. Please include any of the following: details of your agreement/contract, grain on storage, grain broker involvement, any additional information you wish to add.

Contract with Midwest Grain Trading for #2 Yellow Peas at \$6.90/bu. The contract was brokered through East Central Grain Marketing, Inc., who I paid \$1,840.00 in commission. Midwest Grain Trading has not paid me anything. Contract, trucking tickets and invoices from Dakota Dry Bean are enclosed.

Are any offsets owed? No Yes, provide amount and detail.

CLAIM DOCUMENTS
<p>Attach copies of the following support documents if applicable to your claim:</p> <ul style="list-style-type: none"> • Scale Tickets • Warehouse Receipts • Settlement/Assembly Sheets • Purchase Contracts • Credit-Sale Contracts • NSF Checks • Written Demand for Payment or Redelivery sent to Grain Warehouse and/or Grain Buyer • Any additional information you wish to include.
<p>Please indicate below if your claim documents are enclosed or if they were previously submitted (<u>if applicable, check both boxes</u>).</p> <p style="text-align: center;"> Claim Documents Enclosed <input checked="" type="checkbox"/> Claim Documents Previously Submitted <input type="checkbox"/> </p>

NOTE: Lien searches will be done. If an active lien is found, any or each lien holder will be included as a payee on the check and a copy of the check will be mailed to the active lien holder(s).

Mail completed form and claim documents to:

Public Service Commission
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480

I certify under penalty of perjury that the information stated in and attached to this grain claim is true and correct.

Signature of Individual Filing Grain Claim 	Date <u>3-25-19</u>
--	---------------------

CLAIM SUMMARY - JAMES WALSH

Date	Type of Grain	Price per Bushel	Net Bushels	Total Amount Owed to Seller
11/5/2018	Yellow Peas	\$ 6.90	1159	\$ 7,997.10
11/5/2018	Yellow Peas	\$ 6.90	1133	\$ 7,817.70
11/6/2018	Yellow Peas	\$ 6.90	1213.3	\$ 8,371.77
11/6/2018	Yellow Peas	\$ 6.90	1145.7	\$ 7,905.33
11/6/2018	Yellow Peas	\$ 6.90	1076	\$ 7,424.40
11/7/2018	Yellow Peas	\$ 6.90	1124	\$ 7,755.60
11/7/2018	Yellow Peas	\$ 6.90	1106	\$ 7,631.40
11/8/2018	Yellow Peas	\$ 6.90	1141.3	\$ 7,874.97
11/8/2018	Yellow Peas	\$ 6.90	1203	\$ 8,300.70
11/9/2018	Yellow Peas	\$ 6.90	1125.30	\$ 7,764.57
	Total:		11426.60	\$ 78,843.54

GRAIN PURCHASE CONTRACT

187264

This is an agreement that the Seller Jim Walsh (Seller's Name)

of 2800 42nd St. NE Minot ND 58701 (Seller's Address, City, State & Zip)

on 8-1-18 (Date) has sold and agreed to deliver to the Buyer Midwest Grain Trading (Company Name)

at 313 5th Ave NE Devils Lake ND 58301 (Buyer's Address, City, State & Zip)

a net quantity of 14,400 (bu / cwt.) of U.S. #2 (Grade and Kind) of Yellow Dns (Commodity) at 15 (Circle One) (% Moisture) (% Protein) (Circle One)

at Pickup At Location (Delivery Location) for delivery 8-1-18, - 9-30-18 (Specify Time Period for Delivery)

at the purchase price of \$ 6.90 (Circle One) 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: [Signature] (Authorized Signature(s))

BUYER: [Signature] (Authorized Signature(s))

J & J HARVESTING & TRUCKING INC.

PO Box 286, Leeds, ND 58346

Phone 701-739-2468

1246

Date:

11-5-18

From: Shipper name and address

Midwest Grain Trading

Load #:

Jill Walsh Family

To: Receiver name and address

Dakota Dry Bean

Previous cargo:

Peas

Commodity

Peas

Weight lbs.

Rate

Approx
60,000

Driver Name (print):

Jody McBarney

Driver Signature:

Jody

Truck #:

316

Trailer #:

2018


TWO RIVERS PRINTING, Jamestown, North Dakota

J & J HARVESTING & TRUCKING INC.

PO Box 286, Leeds, ND 58346

Phone 701-739-2468

1261

From: Shipper name and address <i>Midwest Grain Trading</i>		Date: <i>11-4-18</i>	
To: Receiver name and address <i>Jim Walsh</i>		Load #: <i>#5</i> <i>#1,000</i>	
Commodity <i>Peas</i>		Previous cargo: <i>Peas</i>	
		Weight lbs.	Rate
Driver Name (print): <i>Willie</i>		Driver Signature: <i>Willie</i>	
Truck #: <i>318</i>		Trailer #: <i>2012</i>	

J & J HARVESTING & TRUCKING INC.

1262

PO Box 286, Leeds, ND 58346
Phone 701-739-2468

Date:
11-4-18 Load
11-5-18 Dump

From: Shipper name and address
Midwest Grain Trading

Load #:
Est
Bcs
1000

To: Receiver name and address

Previous cargo:
Peas

Commodity	Weight lbs.	Rate
Peas		

Driver Name (print):
Willie

Driver Signature:
Willie

Truck #:
318

Trailer #:
2012

J & J HARVESTING & TRUCKING INC.

PO Box 286, Leeds, ND 58346

Phone 701-739-2468

1263

Date:

11-6-18

From: Shipper name and address

Midwest Grain

Load #:

To: Receiver name and address

Jim Walsh

Previous cargo:

Peas

Peas

Commodity

Weight
lbs.

Rate

Driver Name (print):

Willie

Driver Signature:

Willie

Truck #:

318

Trailer #:

2012

Jim Walsh Farm

J & J HARVESTING & TRUCKING INC.

1205

7100 W. 12th St. W
Edina, MN 55425

Customer Name: *Jim Walsh Farm*

Date: *11-2-84*

Operator Name: *Jim Walsh*

Truck #

Product: *Hay*

Quantity

Weight: *1000 lbs*

Price: *1.10*

Total: *1100.00*

J & J HARVESTING & TRUCKING INC. 1264

PO Box 286, Leeds, ND 58346

Phone 701-739-2468

Date:

11-7-18

From: Shipper name and address

Midwest Grain Trading

Load #:

Est
1,000

To: Receiver name and address

Jim Walsh

Previous cargo:

Peas

Commodity

Weight
lbs.

Rate



Driver Name (print):

Willie

Driver Signature:

Willie

Truck #:

318

Trailer #:

2012

J & J HARVESTING & TRUCKING INC.

PO Box 286, Leeds, ND 58346
Phone 701-739-2468

1265

Date:

11-7-18

From: Shipper name and address

Midwest Grain Trading

Load #:


Est
#1000
pal

To: Receiver name and address

Jim Walsh

Previous cargo:

Peas

Item	Commodity	Weight lbs.	Rate
			

Driver Name (print):

Willie

Driver Signature:

Willie

Truck #:

318

Trailer #:

2012

J & J HARVESTING & TRUCKING INC.

1267

PO Box 286, Leeds, ND 58346
Phone 701-739-2468

Date:

11-9-18

From: Shipper name and address

Midwest Grain Trading


Load #:

To: Receiver name and address

Jim Walsh

Previous cargo:

Peas

Commodity	Weight lbs.	Rate
Peas 		

Driver Name (print):

Willie

Driver Signature:

Willie

Truck #:

318

Trailer #:

2017

J & J HARVESTING & TRUCKING INC.

PO Box 286, Leeds, ND 58346

Phone 701-739-2468

1368

From: Shipper name and address		Date:	
Midwest Grain Trucking		11-6-18	
To: Receiver name and address		Load #:	
Dakota Dry Beans		Jim Walsh Farm	
Commodity		Previous cargo:	
Peas		Peas	
		Weight lbs.	Rate
		60,000 Estimate	
Driver Name (print):		Driver Signature:	
Tody McBarney		[Signature]	
Truck #:		Trailer #:	
3116		2018	

J & J HARVESTING & TRUCKING INC.

PO Box 286, Leeds, ND 58346
Phone 701-739-2468

1369

From: Shipper name and address		Date:	
Midwest Grain Trading		11-7-18	
To: Receiver name and address		Load #:	
Dakota Dry Bean		Jim Walsh Farm	
Commodity		Previous cargo:	
Pees		Pees	
		Weight lbs.	Rate
		60,000# Estimate	
Driver Name (print):		Driver Signature:	
Jody McBarney		Jody	
Truck #:		Trailer #:	
316		2018	

East Central Grain Marketing Inc.

13033 Ridgedale Dr, PMB 165

Minnetonka, MN 55305

Phone: (952) 476-0127

INVOICE

Printed 10/1/18

Jim Walsh (18613)

Balance Due: \$1,440.00

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

East Central Grain Marketing Inc.

Jim Walsh

2800 42nd St NE

Minot, ND 58701

Invoice	Trade	Seller	Buyer	Qty (Estimated)	Brokerage	Due
40706	21231	Jim Walsh	Midwest Grain Trading	14,400	\$0.10	\$1,440.00
#2 Yellow Peas for Aug 1, 2018 to Sep 30, 2018 shipment. Traded Monday Apr 30, 2018.						

Balance Due: \$1,440.00

PD

$$\begin{array}{r}
 \$1440.00 \\
 + 400.00 \\
 \hline
 1840.00 \\
 \hline
 \frac{1}{3} \$613.33 \\
 \frac{2}{3} \$1226.67
 \end{array}$$

J & J Harvesting and Trucking Inc.
 PO Box 286
 Leeds, ND 58346

Invoice

701.739.2468

DATE	INVOICE #
11/10/2018	11102018

BILL TO

Midwest Grain Trading
 218 4th St SW, Suite 1
 Devils Lake, ND 58301

DESCRIPTION	QTY	RATE	AMOUNT
Minot to Dakota Dry Bean (Jim Walsh Farm)			0.00
11-9-18 (CRA001001980) 318	1,125.3	0.62	697.69
11-9-2018 (CRA001001971) 318	1,141.3	0.62	707.61
11-8-18 (CRA001001984) 318	1,203	0.62	745.86
11-7-18 (CRA001001980) 318	1,124	0.62	696.88
11-6-18 (CRA001001982) 318	1,213.3	0.62	752.25
11-6-18 (CRA001001948) 318	1,145.7	0.62	710.33
11-5-18 (CRA001001942) 318	1,159	0.62	718.58
11-6-18 (LAK001000972) 318	1,076	0.62	667.12
11-7-18 (CRA001001958) 318	1,106	0.62	685.72
11-5-18 (CRA001001943) 318	1,133	0.62	702.46
Flaxton to Dakota Dry Bean (Dale Ganskop Farm)			0.00
11-8-18 (CRA001001989) 318	1,088.3	0.90	979.47
11-8-18 (CRA001001983) 318	1,081.7	0.90	973.53
Total			8,007.53

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: **CRA001001960**

Date: **11/7/2018**

Printed: **11/7/2018 1:18:48 PM**

INBOUND - Yellow Pea

Crary -401

Account of: **Midwest Grain Trading**

PO Box 183

Leeds ND 58348

Weights (lb)

Gross:	101,240	CRARY	11/7/2018	1:04:22 PM
Tare:	33,800	CRARY	11/7/2018	1:18:41 PM
Net:	67,440			

674.40 Cwt.

Driver On Scale: No **WILLIE MEARS** 8 Axle
 Vehicle: **212458 ND** **T 14897 ND**
 Grade Cert: **Dean Wangler**
 Weight Cert: **Dean Wangler**
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.520%	-3.510	0.52
MOIST	11.80%	0.00	0.00
SPLITS	1.070%	-3.810	0.54
DAMAGE	1.670%	-11.260	1.67
OGHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader



Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	674.40	18.38	856.02			

NO WARRANTY SCALE TRADE

All storage containers are subject to inspection. We warrant that the scale is accurate to within 0.01% of each year. We warrant that the scale is accurate to within 0.01% of each year. If storage charges and warehousing charges are assessed, we warrant that the scale is accurate to within 0.01% of each year. The holder hereof shall surrender the receipt to the issuing manufacturer for delivery. This receipt is not responsible for returning an identical percentage of check, cash, bank to receipt holder in the event of recovery.

Jim Walsh Farm

Dakota Dry Bean, Inc.

PO Box 9874 Grand Forks ND 58208-587 (701) 746-7493

Number: **CRA001001971**

Date: **11/8/2018**

Printed: **11/8/2018 3:51:11 PM**

INBOUND - Yellow Pea

Crary 401

Account of: **Midwest Grain Trading**

PO Box 183
Leeds ND 58346

Weights (lb)

Gross	101,460	CRARY	11/8/2018	3:36:58 PM
Tare	32,980	CRARY	11/8/2018	3:51:05 PM
Net	68,480			

684.80 Cwt.

Driver On Scale: No WILLIE MEARS 6 Axle
 Vehicle: 21243P ND T 13897 ND
 Grade Cart: Dean Wangler
 Weight Cam: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.510%	-3.400	0.51
MOIST	+1.80%	0.00	0.00
SPLITS	0.680%	-2.360	0.35
DAMAGE	1.320%	-6.110	1.33
OCHRATOXIN	N/A	0.00	0.00
ESC	N/A	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader: 

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	684.80	-14.99	669.81			

NOT WITHHOLDING SCALE TICKETS

All storage provided by grain buyers at public grain warehouses shall remain an issue of the local grain elevator contracts to the grain buyer which shall terminate on April 30th of each year if storage charges and warehouseman's charges and warehouseman's expenses remain unpaid at the time of such termination, the warehouseman shall not be bound to store grain 60 day such charges and expenses. The local holder shall assume the responsibility for issuing warehouseman's receipts. The warehouseman is not responsible for returning an identical percentage of check seed back to receipt holder in the event of redelivery.

Jim Walsh Farmer

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: CRA001001980

Date: 11/9/2018

Printed: 11/9/2018 12:57:46 PM

INBOUND - Yellow Pea

Crury 401

Account of: **Midwest Grain Trading**

PO Box 183
Leeds ND 58346

Weights (lb)

Gross:	100.460 CRURY	11/9/2018	12:44:03 PM
Tare:	32.940 CRURY	11/9/2018	12:57:41 PM
Net:	67.520		

675.20 Cwt.

Driver On Scale:	No	WILLIE MEARS	6 Axis
Vehicle:	21243P ND	T 13897 ND	
Grade Cart:	Dean Wangler		
Weight Cart:	Dean Wangler		
Bill of Lading:			

Factor	Grade	Qty Adj	Disc %
FM	1.240%	-8.370	1.24
MOIST	12.00%	0.00	0.00
SPLITS	2.700%	-8.828	1.40
DAMAGE	1.350%	-8.980	1.33
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader *[Signature]*

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	675.20	26.77	648.43			

WEIGHING AND SCALE TICKET

All weights reported on grain in state of North Dakota are subject to audit by the ND Dept of Agriculture. Weights reported on this ticket are for informational purposes only. If storage charges and/or elevator charges are assessed, the customer shall pay such charges and/or elevator charges. The holder hereof shall warrant the weight of such commodity, the weight of such commodity and the accuracy of such grain to pay such charges and elevator. The holder hereof shall warrant the weight of the grain and elevator for settlement. The weighmaster is not responsible for returning an identical percentage of check and bill back to customer. See 11/9/2018 page 1 of 1.

Jim Walsh Farm

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: **GRA001001958**

Date: **11/7/2018**

Printed: **11/7/2018 12:42:10 PM**

INBOUND - Yellow Pea

Crary 401

Account of: **Midwest Grain Trading**

PO Box 133
Leeds ND 58346

Weights (lb)

Gross:	97,600	CRARY	11/7/2018	12:24:41 PM
Tare:	31,240	CRARY	11/7/2018	12:41:52 PM
Net:	66,360			

663.60 Cwt.

Driver On Scale: No **BOBBY MCGARVEY** 5 Axle
Vehicle: **3801P ND** T 165746 ND
Grade Cert: Dean Wangler
Weight Cert: Dean Wangler
Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.570%	3.780	0.57
MOIST.	11.60%	0.00	0.00
SPLITS	1.070%	3.650	0.54
DAMAGE	1.140%	7.570	1.14
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader *Dean Wangler*

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	663.60	-14.90	648.70			

NO WARRANTY SCALE DEPT

All other contents in grain in store in public grain warehouses shall remain the same until at least one month before harvest for dry edible beans and until harvest in April 30th of each year. If storage charges and other charges are charged and the farmer's interest therein is not paid at the time of each harvest, the North Dakota State Dept of Agriculture shall have the right to sell such charges and interests. The farmer's interest shall accrue to the credit of the farmer's account with the State. This warranty is not applicable to returning grain to the farmer's account or other seed sales but is applicable in the event of purchase.

Jim Walsh Farmer

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: LAK001000972

Date: 11/6/2018

Printed: 11/6/2018 2:39:57 PM

INBOUND - Yellow Pea

Lakeview

309

Account of: Midwest Grain Trading

PO Box 183

Leeds ND 58346

Weights (lb)

Gross:	95,040	LAKEVIEW	11/6/2018	2:09:10 PM
Tare:	30,480	LAKEVIEW	11/6/2018	2:39:47 PM
Net:	64,560			

645.60 CWT

Driver On Scale:	No	JODY MCGARVEY	6 Axle
Vehicle:	3891P ND	T185746 ND	
Grade Cert:	mike martell		
Weight Cert:	mike martell		
Bill of Lading			

Factor	Grade	Qty Adj	Disc %
FM	0.087%	-0.390	0.00
MOIST	10.20%	0.00	0.00
SPLITS	0.734%	-2.360	0.00
DAMAGE	0.600%	-3.870	0.00
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00

Licensed Weigher/Grader *[Signature]***Ownership**

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	645.60	-6.62	638.98			

NO WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the leasing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed costs back to receipt holder in the event of redelivery.

Jim Walsh Farmer

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 745-7493

Number: CRA001001942

Date: 11/5/2018

Printed: 11/5/2018 1:55:48 PM

INBOUND - Yellow Pea

Crary

401

Account of: **Midwest Grain Trading**

PO Box 183

Leeds ND 58346

Weights (lb)

Gross:	101,760	CRARY	11/5/2018	1:40:51 PM
Tare:	32,220	CRARY	11/5/2018	1:55:38 PM
Net:	69,540			

695.40 Cwt.

Driver On Scale:	No	WILLIE MEARS	8 Axle
Vehicle:	21242P ND	T 13897 ND	
Grade Cert:	Dean Wangler		
Weight Cert:	Dean Wangler		
Bill of Lading			

Factor Grade Qty Adj Disc %

FM	2.680%	-18.640	2.68
MOIST.	11.90%	0.00	0.00
SPLITS	0.700%	-2.430	0.35
DAMAGE	0.980%	-6.810	0.98
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00

Licensed Weigher/Grader *Dean Wangler***Ownership**

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	695.40	-27.88	667.52			

ND WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed costs back to receipt holder in the event of redelivery.

Jim Walsh Farm

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: CRA001001964

Date: 11/8/2018

Contact: 11/8/2018 9:53:30 AM

INBOUND - Yellow Pea

Cray 401

Account of: Midwest Grain Trading

PO Box 183
Leeds ND 58345

Weights (lb)

Gross:	105,840	CRAY	11/8/2018	9:39:12 AM
Tare:	33,660	CRAY	11/8/2018	9:53:28 AM
Net:	72,180			

721.80 Cwt.

Driver On Scale: No WILLIE MEARS 8 Axis
 Vehicle: 21243P ND T 13897 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor Grade Qty Adj Disc %

FM	0.580%	-4.048	0.58
MOIST	11.80%	0.00	0.00
SPLITS	0.700%	-2.530	0.25
DAMAGE	1.210%	-8.738	1.21
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00

Licensed Weigher/Grader 

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	721.80	15.30	706.50			

NO WARRANTY OR GUARANTEE

All storage and handling of grain in this grain warehouse shall remain at the risk of each user. The user shall be responsible for the weight and moisture of the grain at the time of receipt. The warehousemen shall not be held responsible for the loss of or damage to grain in the warehouse. The holder hereof shall assume the responsibility for returning all damaged grain to the warehousemen for adjustment. This warehouse is not responsible for returning an identical percentage of check seed costs back to the holder in the event of delivery.

Jim Walsh Farm

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: **CRA001001943**

Date: **11/5/2018**

Printed: **11/5/2018 2:30:13 PM**

INBOUND - Yellow Pea

Crary 401

Account of: **Midwest Grain Trading**

PO Box 183
Leeds ND 58346

Weights (lb)

Gross:	88.740	CRARY	11/5/2018	2:34:25 PM
Tare:	30.760	CRARY	11/5/2018	2:38:53 PM
Net:	67.980			

679.80 Cwt.

Driver On Scale No: **JODY MCJARVEY** 6 Axle
Vehicle: **3891P ND** T 185748 ND
Grade Cert: **Dean Wangler**
Weight Cert: **Dean Wangler**
Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.370%	-2.520	0.37
MOIST	11.60%	0.00	0.00
SPLITS	0.820%	-2.790	0.41
DAMAGE	0.610%	-3.470	0.51
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader *Dean Wangler*

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	679.80	8.78	671.02			

WEIGHT LOSS WAIVER
All storage facilities on grain in grain elevators or warehouses shall permit on June 30th of each year, owners storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and transportation charges and miscellaneous advances remain unpaid at the time of such termination, the owner/lessor shall not be entitled to sue grain for any such charges and advances. The owner/lessor shall surrender this receipt to the leasing warehouseman or caretaker. This warehouse is not responsible for returning an actual percentage of check seed count back to receipt holder at the point of delivery.

Jane Welsh Farm

Dakota Dry Bean, Inc.
 PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: **CRA001001948**
 Date: **11/6/2018**
 Printed: **11/6/2018 9:51:10 AM**

INBOUND - Yellow Pea
 Crary 401

Account of: **Midwest Grain Trading**
 PO Box 183
 Leeds ND 58346

Weights (lb)			
Gross:	100,460	CRARY	11/6/2018 8:37:39 AM
Tare:	31,720	CRARY	11/6/2018 9:51:04 AM
Net:	68,740		

Factor	Grade	Qty Adj	Disc %
FM	0.270%	-1.860	0.27
MOIST	11.70%	0.00	0.00
SPLITS	0.680%	-2.340	0.34
DAMAGE	0.880%	-6.120	0.89
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00
			0.00

687.40 Cwt.

Driver On Scale: No **WILLIE MEARS** 6 Axle
 Vehicle: **21243P ND** **T 13897 ND**
 Grade Cert: **Dean Wangler**
 Weight Cert: **Dean Wangler**
 Bill of Lading

Licensed Weigher/Grader *Dean Wangler*

Ownership	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	687.40	-10.32	677.08			

ND WAREHOUSE SCALE TICKET
 All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry soybeans which shall terminate on April 30th of each year. If storage charges and warehousemen's charges and warehousemen's advances remain unpaid at the time of such termination, the warehousemen shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed coats back to back of issue to the owner of seed.

Jim Walsh Farm

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: CRA001001952

Date: 11/6/2018

Printed: 11/6/2018 8:45:52 PM

INBOUND - Yellow Pea

Crary 403

Account of: **Midwest Grain Trading**PO Box 183
Leeds ND 58346**Weights (lb)**

Gross:	106,600	CRARY	11/6/2018	6:30:20 PM
Tare:	33,800	CRARY	11/6/2018	6:45:42 PM
Net:	72,800			

728.00 Cwt.

Driver On Scale:	No	WILLIE	6 Axle
Vehicle:	21243P	T13807	
Grade Cart:	Eric Ness		
Weight Cart:	Eric Ness		
Bill of Lading			

Factor Grade Qty Adj Disc %

FM	0.800%	-6.550	0.30
MOIST	11.80%	0.00	0.00
SPLITS	1.400%	-5.100	0.70
DAMAGE	1.200%	-6.740	1.20
OCHRATOXIN	N/A	0.00	0.00
C&C	N/A	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader: **Ownership**

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	728.00	-20.38	707.61			

NO WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehousemen's charges and warehousemen's advances remain unpaid at the time of such termination, the warehouseman shall not sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed costs back to receipt holder at the point of delivery.

Jim Welsh Farm