

Kansas
Department of Agriculture
Grain Warehouse Program

1320 Research Park Drive
Manhattan, Kansas 66502

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LOST RECIEPTS

Dear Sir:

Please note that we enclosed forms to be used, in accordance with the provisions of the Kansas Statutes, which will permit the issuance of duplicate warehouse receipts where the original of the receipt has been lost or destroyed.

These forms consist of: 1) affidavit of loss of warehouse receipt, 2) bonds of indemnity for lost warehouse receipt, 3) surety's acknowledgement, and 4) individual acknowledgement.

Note that the amount of the indemnity bond is to be double the value of the grain at the time the duplicate receipt is given and also note that the indemnity bond is to be issued by a Corporate Surety.

These forms are to be completed in triplicate, one copy for the Grain Warehouse Program, Kansas Department of Agriculture, 1320 Research Park Drive, Manhattan KS 66502, one copy for the warehouseman's file, and one copy for the individual.

DO NOT ISSUE duplicate warehouse receipt(s) until you have all of these above papers completed and one copy is forwarded to the Grain Warehouse Program. When the duplicate warehouse receipt is issued, do not change the number of the warehouse receipt used for the duplicate receipt, but do show on the face of the duplicate receipt wording to the effect:

"Duplicate of Warehouse Receipt No _____ issued _____ (date)"

If you have questions regarding this matter, please call 785 564-6687

Tim Tyson
Director Grain Warehouse Program

AFFIDAVIT OF LOSS OF WAREHOUSE RECEIPT

State of Kansas,)
) ss.
County of _____)

being first duly sworn and on oath, states: that I am lawfully entitled to the possession of
Warehouse Receipt No. _____ issued by _____ and
representing _____ bushels of _____ stored in the
_____ Elevator located at _____

Kansas; that I have not negotiated, pledged, endorsed, or transferred the said warehouse receipt;
that the said warehouse receipt has been lost or destroyed as a result of the following
circumstances, i.e., _____

_____;

and that a diligent effort has been made to find the said warehouse receipt without success.

This affiant therefore requests that a duplicate Warehouse Receipt No. _____ be
issued in lieu of the lost or destroyed original receipt, as provided by law.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

BOND OF INDEMNITY FOR LOST WAREHOUSE RECEIPT

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of _____, Kansas,
as principal, and _____,
a corporation qualified and authorized to transact business under the laws of the State of Kansas,
and having an office and principal place of business in _____, Kansas,
as surety, hereby bind ourselves to the _____
Elevator of _____, Kansas, or its successor or assigns, in the sum of
\$ _____, lawful money of the United States of America, to be paid to the obligee, its
successor or assigns; for which payment, well and truly to be made, the principal and surety bind
themselves, their respective heirs, legal representatives, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the principal represents that the principal is the true and lawful owner of
Warehouse Receipt No. _____ issued by the obligee on the _____ day of
_____, 20____, and that the same has been lost or destroyed and cannot be
found or produced, and that said warehouse receipt has not been negotiated, assigned, pledged,
endorsed, or transferred, or any interest therein, in any manner whatsoever in virtue of which the
principal has requested the obligee to issue to the principal a duplicate warehouse receipt; and

WHEREAS, on the faith of the foregoing representations and in consideration of this
bond of indemnity, the obligee has complied with said request.

NOW, THEREFORE, the conditions of this obligation are, that if the principal, its heirs, legal representatives, successors or assigns shall in case the lost or destroyed warehouse receipt be found or come into the hands or power of any of them, or to the hands, custody or power of any person, deliver or cause same to be delivered unto to the obligee, in order to be cancelled, and shall also at all times indemnify and save harmless the obligee, its successor or assigns from and against any and all claims, actions or suits whether groundless or otherwise, and from and against any and all liabilities, losses, damages, charges, counsel fees and other expenses of every nature and character by reason of said lost or destroyed warehouse receipt or the issuance of the duplicate warehouse receipt in lieu thereof, whether or not caused by, based upon or arising out of inadvertence, accident, oversight or neglect on the part of the obligee or its officers, agents, and employees, and/or omission or failure to inquire into, contest or litigate the right of any holder to receive any payment, credit, transfer or delivery in respect of the original warehouse receipt and/or the duplicate warehouse receipt issued in lieu thereof and/or caused by, based upon or arising out of any other matter or thing whatsoever, then this obligation shall be void, otherwise to be in full force and effect.

Principal

Surety

