

570.14 ATTACHMENTS AND RELEASES; RECORD AND INDEX.

All copies of ~~writs~~ orders of attachment filed for record with the county recorder, and all satisfactions or releases of attachments of real estate thereunder, shall be recorded in the books provided for the record of mortgages, and shall be indexed as if the ~~defendant~~ respondent in the attachment were a mortgagor and the ~~plaintiff~~ claimant a mortgagee.

Sec. 16. REPEALER.

Minnesota Statutes 1984, sections 570.013; 570.03; 570.04; 570.05; 570.06; 570.07; 570.09; 570.093; 570.10; and 570.13, are repealed.

Approved May 20, 1985

CHAPTER 154 — H.F.No. 18

An act relating to game and fish; authorizing resident fishing license for military persons training at Camp Ripley; amending Minnesota Statutes 1984, section 98.47, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1984, section 98.47, is amended by adding a subdivision to read:

Subd. 3a. The commissioner shall issue a resident license to take fish to a person who is in the military and in training at Camp Ripley.

Approved May 20, 1985

CHAPTER 155 — S.F.No. 71

An act relating to commerce; providing for payment to a farm implement retailer by the manufacturer, wholesaler, or distributor who repurchases inventory; requiring the payment of interest on overdue accounts; amending Minnesota Statutes 1984, section 325E.06, subdivision 1.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1984, section 325E.06, subdivision 1, is amended to read:

Changes or additions are indicated by underline, deletions by ~~strikeout~~.

Subdivision 1. **OBLIGATION TO REPURCHASE.** Whenever any person, firm, or corporation engaged in the business of selling and retailing farm implements and repair parts for farm implements enters into a written contract, sales agreement or security agreement whereby the retailer agrees with any wholesaler, manufacturer, or distributor of farm implements, machinery, attachments or repair parts to maintain a stock of parts or complete or whole machines, or attachments, and thereafter the written contract, sales agreement or security agreement is terminated, cancelled or discontinued, then the wholesaler, manufacturer, or distributor shall pay to the retailer or credit to the retailer's account, if the retailer has outstanding any sums owing the wholesaler, manufacturer, or distributor, unless the retailer should desire and has a contractual right to keep such merchandise, a sum equal to 100 percent of the net cost of all current unused complete farm implements, machinery and attachments in new condition which have been purchased by the retailer from the wholesaler, manufacturer or distributor within the 24 months immediately preceding notification by either party of intent to cancel or discontinue the contract, including transportation charges which have been paid by the retailer, or invoiced to retailer's account by the wholesaler, manufacturer or distributor and 80 percent of the current net prices on repair parts, including superseded parts listed in current price lists or catalogs in use by the wholesaler, manufacturer or distributor on the date of cancellation or discontinuance of the contract, which parts had previously been purchased by the retailer from the wholesaler, manufacturer, or distributor and are held by the retailer on the date of the cancellation or discontinuance of the contract or thereafter received by the retailer from the wholesaler, manufacturer or distributor. The wholesaler, manufacturer, or distributor shall also pay the retailer or credit to his account a sum equal to five percent of the current net price of all parts returned for the handling, packing, and loading of the parts back to the wholesaler, manufacturer, or distributor unless the wholesaler, manufacturer or distributor elects to perform inventorying, packing and loading of the parts itself. Upon the payment or allowance of credit to the retailer's account of the sum required by this subdivision, the title to the farm implements, farm machinery, attachments or repair parts shall pass to the manufacturer, wholesaler or distributor making the payment or allowing the credit and the manufacturer, wholesaler or distributor shall be entitled to the possession of the farm implements, machinery, attachments or repair parts. However, this section shall not in any way affect any security interest which the wholesaler, manufacturer or distributor may have in the inventory of the retailer.

Payment required to be made under this subdivision must be made not later than 90 days from the date the farm implements, machinery, attachments, and repair parts are returned by the retailer, and if not by then paid, the amount payable by the wholesaler, manufacturer, or distributor bears interest at the rate of 1-1/2 percent per month from the date the contract was terminated, cancelled, or discontinued until the date payment is received by the retailer.

Approved May 20, 1985

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