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Containing the text of the acts of the 1941 Session of the Legislature, both new and amendatory, and notes showing repeals, together with annotations from the various courts, state and federal, and the opinions of the Attorney General, construing the constitution, statutes, charters and court rules of Minnesota together with Law Review Articles and digest of all common law decisions.

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An auctioneer residing and licensed in Wisconsin, which has no statute giving reciprocity, is permitted to secure a license in this state to make sales at auction of property other than livestock upon payment of a fee of \$25. Op. Atty. Gen. (16c), Oct. 22, 1939.

A firm or company or a family cannot be licensed as an auctioneer. Op. Atty. Gen., (16B), April 10, 1940.
A minor is not a "voter" and cannot be licensed. Id.
A corporation is not a "voter," and is not eligible for a license. Op. Atty. Gen. (16B), Nov. 20, 1940.

CHAPTER 56A

Hawkers, Peddlers, and Transient Merchants

HAWKERS AND PEDDLERS

7332. Right of municipalities, etc., to regulate.

City ordinance requiring hawkers and peddlers taking orders for future delivery to have a license and pay a tax imposed an unlawful burden upon interstate commerce, as applied to local agent with local business receiving goods from employer in another state. City of Waseca v. B., 283NW229. See Dun, Dig. 4146.

A "Green River Ordinance", making it a nuisance for solicitors or peddlers to call at private residences without having been requested or invited so to do, has been held valid by some courts and invalid by others. Op. Atty. Gen., (59a-32), Dec. 22, 1939.

Assuming but not deciding that Green River ordinances

are valid, it is a violation for a solicitor to first make a call upon home owner for purpose of obtaining an invitation, to later return and solicit an order for goods. Op. Atty. Gen., (62B), April 30, 1940.

TRANSIENT MERCHANTS

7340. Transient merchant defined.

Necessity for obtaining license by local jeweler leasing an additional building to auction off merchandise which he has shipped in from other cities where he has maintained similar stores depends upon whether business to be conducted in leased building is of a transient or temporary nature, or a part of his regular business. Op. Atty. Gen. (16B), Feb. 17, 1940.

CHAPTER 56B

Trade and Other Names

7346. Commercial business—Trade and individual names; etc.

Use by others of name and mark "Aquatennial" of Minneapolis aquatennial association, forbidden. Laws 1941, c. 202.

7352-1. Lodge and society emblems may be registered.

Act Apr. 10, 1941, c. 202, makes it a misdemeanor for anyone to use the name and mark "Aquatennial" of the Minneapolis Aquatennial Association without its permission, and provides for enjoining such use, except where the act would interfere with an established right.

CHAPTER 57

Limited Partnership

7353. Limited partnership defined.

There can be no "limited" partner, unless there actually exists a partnership, and no partnership can exist unless there be at least one "general" partner. Tatum v. A., (DC-La), 35FSupp40.

CHAPTER 57A

Partnership

PART II

NATURE OF A PARTNERSHIP

7380. Partnership defined.

A partnership with only general partners, or a limited partnership with one or more general partners may be adjudged bankrupt, independently of the partners—be they general or limited, and, conversely, a general partner, as such, may be adjudged bankrupt aside and apart from the partnership, but a limited partner unless he be individually liable for any of the partnership debts, may not, as partner, be adjudged bankrupt. Tatum v. A., (DC-La)35FSupp40.

The partnership is a distinct legal entity, separate and apart from the individuals who compose it. Id.

In action by passengers in truck owned by partnership and negligently driven by one of partners on a personal mission, surviving partner is liable where he consented to personal use of vehicle. Kangas v. W., 291NW292. See Dun, Dig. 7372.

The fact that a mortgagor and mortgagee maintained a joint bank account in which rent money collected by the mortgagor was deposited, that both parties signed and countersigned checks drawn on this account, and that to maintain the equity which he had in the property the mortgagor took care of the actual management, repairs, maintenance etc., of the property, did not constitute a partnership between the mortgagor and mortgagee. Schanerman v. L., 16Atl(2d)(NJ)551.

Pennsylvania Uniform Partnership Act. Nolan v. D., 13Atl(2d)(Pa)59.

PART III

RELATIONS OF PARTNERS TO PERSONS DEALING WITH THE PARTNERSHIP

7392. Partner agent of partnership; etc.

Negligence of one member of the joint enterprise or his contributory negligence is imputable to all other members. Ruth v. H., 296NW136. See Dun, Dig. 4949.

As to third persons, each member of a joint enterprise is agent of others, and act of one within scope of enterprise are acts of all. Id.

Where copartnership conveyed all of assets to a non-functioning corporation acquired by copartners, and later under name of another corporation of the copartners executed a lease of oil station and contract containing an agreement to pay indebtedness of copartners to lessee, any formal declarations of policy which corporation may have made in its attempt to disclaim liability cannot prevail in face of contractual admission. Range Ice & Fuel Co. v. B., 296NW407. See Dun, Dig. 2016.

Guaranty and warrant to confess judgment is not in the ordinary course of a partnership business, and where but two of three partners sign, the third is not bound except on a showing of authority from him to sign for