

CHAPTER 27

WHOLESALE PRODUCE DEALERS

27.01 DEFINITIONS

HISTORY. 1931 c 394 s 2; 1939 c 251 s 2; 1943 c 479 s 1; 1953 c 345 s 1.

Exclusion from the definition of "produce" in subdivision 2 of "livestock other than veal" relates to milk cattle and an out-of-state cattle buyer may buy cattle and other livestock from local farmers without obtaining the license required by section 27.02. OAG August 12, 1946 (832-J-8).

Whether a man working on commission for a produce house, who owns his own factory and buys for the produce house on commission, is required to procure a license as a wholesale dealer of produce is a fact question. If he is an independent operator, he must procure a license, but if he is an employee of the produce house no license is required. OAG May 18, 1950 (832-H).

27.03 DEALERS LICENSED

Dealers handling for sale imported dried lutefisk for processing, imported and domestic sardines, canned salmon and Alaskan herring are not dealers at wholesale within the scope of Chapter 27 and are not subject to the licensing provisions thereof. OAG March 10, 1949, (832-J-3).

27.04 LICENSES; FEES; BONDS

In the provision of the wholesale produce dealers act requiring of each licensed Minnesota dealer a bond covering all wholesale produce business transacted, in whole or in part, within the state, phrases, "in whole" or "in part" are used respectively for the purpose of distinguishing between intrastate and interstate business. *Bozied v Edgerton*, M, 58 NW(2d) 313.

27.06 COMPLAINTS FILED WITH COMMISSIONER

In certiorari proceedings to review the determination by the commissioner of agriculture that certain business of a licensed Minnesota wholesale produce dealer was not transacted in whole or in part in Minnesota, within the statute authorizing an action against dealer's bond, the issue was not whether the commissioner's action was arbitrary and unreasonable, or whether the evidence sustained his determination, but rather was whether his findings were controlled by an erroneous theory of law in applying such statute to the facts. *Bozied v Edgerton*, M, 58 NW(2d) 313.

27.08 DEALERS MAY FILE BRANDS OR LABELS

The word "Creamette" together with the head of the girl on the package is a valid trade-mark for macaroni products, which was infringed by the use of the word "Quickettes" together with the head of a girl on the package of macaroni products manufactured by a competitor. *Creamette Co. v Minnesota Macaroni Co.*, 74 F. Supp. 224.

27.14 Obsolete.