

CHAPTER 235

GENERAL PROVISIONS RELATING TO GRAIN

235.01 SUPERVISION OVER GRAIN.

The legislature in enacting laws relating to a certain objective establishes the policy and creates or selects the agency through which the law is to be implemented. In order that the agency may function, the legislature permits it to make rules and regulations which have the force and effect of law. These rules if within the limits established by the legislature and promulgated and enforced within due process are valid. The courts take judicial notice of the rules of the railroad and warehouse commission. *Bunten v Eastern Minn. Power*, 178 M 604, 228 NW 332.

The appointing authority may suspend or discharge employees of the inspection department who refuse to work overtime on holidays or Sundays when conditions demand such service. OAG May 28, 1945 (215-a-3).

In an emergency bonded public warehouses may, on application to the commission, be granted permission to rent and use portable steel and wooden bins even though not adjacent to the main location. OAG Sept. 11, 1946 (215-c-8).

Dealing in commodity futures. 18 MLR 544.

235.02 GRAIN INCLUDES FLAX SEED AND SOY BEANS.

R. L. 1905, s. 2104, included flax seed under the term "grain." Laws 1939, c. 133, added soy beans.

235.03 SHIPPER TO AFFIX TAGS.

In the instant case the shipment over defendant road originated in the state of North Dakota, with destination at Minneapolis. Section 235.03 is not applicable. The court erred in permitting a recovery against the defendant of the penalty fixed by statute. *Farmers Elevator v Gt. Northern*, 131 M 152, 154 NW 954.

235.05 CARRIERS' RECEIPTS; PENALTY FOR FAILURE TO GIVE.

Sections 235.05 and 235.06 read together constitute a penal provision only, and it does not in any manner affect the civil liability of the carrier. This civil liability remains as at common law, save as it might be modified by other provision of the statute. *Natl. Elevator v Gt. Northern*, 138 M 100, 164 NW 79.

235.07 DELIVERY FOR STORAGE A BAILMENT.

Unless the circumstances under which the warehouseman offered grain for sale were such as to make it the duty of a prudent and honest man to make inquiry concerning its ownership, the purchaser thereof was not chargeable with constructive notice of the fact that the warehouseman was only bailee of the grain. The equities of one who buys grain in the open market in good faith and for full value from the warehouseman with whom it was stored are superior to those of the surety on the bond of the warehouseman given for the protection of those storing grain with it, where such warehouseman has become insolvent and the surety has been required to pay the amount of the bond. *Northern Trust v Consolidated Elevator*, 142 M 132, 171 NW 265.

235.14 CERTIFICATES; INSPECTION; WEIGHING.

Where plaintiffs stored flax in defendant's elevator to be kept in a bin by itself and receive from the agent in charge a statement of the dockage when delivered at the elevator, such statement was admissible in evidence in an action against the warehouseman for negligently mixing wheat and other seeds with the flax while in storage and the certificate of the state inspectors of the dockage in the flax when redelivered to plaintiffs was prima facie evidence thereof. *O'Laughlin v St. Anthony & Dak.* 155 M 88, 192 NW 356.