

## CHAPTER 27

### FARM PRODUCTS DEALERS

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#### 27.001 PUBLIC POLICY.

The legislature recognizes that perishable farm products are important sources of revenue to a large number of citizens of this state engaged in producing, processing, manufacturing, or selling such products and that such products cannot be repossessed in case of default. It is therefore declared to be the policy of the legislature that certain financial protection be afforded those who are producers on the farm and suppliers of perishable farm products. The provisions of this chapter which relate to perishable agricultural commodities shall be liberally construed to achieve these ends and shall be administered and enforced with a view to carrying out the above declaration of policy. A person who handles perishable farm products in a manner described under this chapter is required to comply with all applicable rules adopted by the commissioner.

**History:** 1969 c 471 s 1; 1975 c 227 s 1; 2020 c 89 art 1 s 1

#### 27.01 DEFINITIONS.

Subdivision 1. [Repealed, 1996 c 310 s 1]

Subd. 2. **Perishable farm products.** "Perishable farm products" means:

- (1) produce, including fresh fruits, vegetables, and mushrooms;
- (2) milk and cream and products manufactured from milk and cream; and
- (3) poultry and poultry products, including eggs.

Subd. 3. [Repealed, 1996 c 310 s 1]

Subd. 4. **Voluntary extension of credit.** The term "voluntary extension of credit" means a written agreement between a seller and a buyer wherein the time of payment for the purchase price of perishable farm products is extended beyond a due date.

Subd. 5. **Due date.** (a) "Due date" means 30 days from the date of delivery of perishable farm products by a seller to a buyer if the due date is not specified in the contract. For purposes of this definition a signed invoice with a due date is a contract.

(b) If perishable farm products are consigned, "due date" means 30 days from the date the sale is made by the broker or handler, except as to milk processing plants, where the due date means 15 days following

the monthly day of accounting subsequent to deliveries following the date fixed by each milk processing plant for that accounting.

Subd. 6. [Repealed, 1996 c 310 s 1]

Subd. 7. **Commissioner.** "Commissioner" means the commissioner of agriculture.

Subd. 8. **Farm products dealer.** (a) "Farm products dealer," "dealer of farm products," or "dealer" means any person operating as a retail food handler, wholesale food handler, wholesale food processor or manufacturer, or food broker who buys from or contracts with a seller for production or sale of perishable farm products for resale.

(b) "Farm products dealer," "dealer of farm products," or "dealer" does not include:

(1) a truck owner and operator who regularly engages in the business of transporting freight, including perishable farm products, for a transportation fee only, and who does not purchase, contract to purchase, or sell produce;

(2) a marketing cooperative association in which substantially all of the voting stock is held by patrons who patronize the association and in which at least 75 percent of the business of the association is transacted with member or stockholder patrons;

(3) a person who purchases perishable farm products and pays in cash, including lawful money of the United States, a cashier's check, a certified check, or a bank draft; or

(4) a person who handles and deals in only canned, packaged, or processed perishable farm products that are no longer perishable as determined by the commissioner by rule.

Subd. 9. [Repealed, 1996 c 310 s 1]

Subd. 10. **Seller.** "Seller" means a farmer or perishable farm products supplier, whether the person is the owner of the perishable farm products or produces it for another person who holds title to it.

Subd. 11. **Person.** "Person" has the meaning given in section 34A.01, subdivision 10.

Subd. 12. **Miscellaneous terms.** "Retail food handler," "wholesale food handler," "wholesale food processor or manufacturer," and "food broker" have the meanings given in section 28A.05.

**History:** (6240-18 1/2a) 1931 c 394 s 2; 1939 c 251 s 2; 1943 c 479 s 1; 1953 c 345 s 1; 1961 c 113 s 1; 1961 c 128 s 9; 1961 c 163 s 1; 1965 c 787 s 1; 1969 c 471 s 2; 1975 c 227 s 2-4; 1Sp1981 c 4 art 1 s 38; 1990 c 530 s 2-5; 2000 c 477 s 24; 2020 c 89 art 1 s 2

**27.02** [Repealed, 1969 c 471 s 5]

### **27.03 DEALER REGULATION.**

Subdivision 1. MS 2018 [Repealed, 2020 c 89 art 1 s 21]

Subd. 2. [Repealed, 1986 c 322 s 4]

Subd. 3. **Brokers.** (a) A farm products dealer operating as a broker, upon negotiating the sale of perishable farm products, must issue to both buyer and seller a written memorandum of sale before the close of the next business day showing the price, date of delivery, quality, and other details of the transaction.

(b) The memorandum required in paragraph (a) must have an individual identifying number printed upon it. Numbers must be organized and printed on the memoranda so that each memorandum can be identified and accounted for sequentially. Unused or damaged memoranda must be retained by the broker for accounting purposes.

(c) A dealer operating as a broker may not alter the terms of a transaction specified on the original memorandum of sale required in paragraph (a) without the consent of both parties to the transaction. Upon making a change, the broker is required to issue a clearly marked corrected memorandum of sale indicating the date and time when the adjustment or change was made. The broker shall transmit the corrected memorandum to both the buyer and seller before the close of the next business day.

**Subd. 4. Payments for perishable farm products.** If there is a contract between a seller and a farm products dealer to buy perishable farm products, the farm products dealer must pay for the perishable farm products delivered to the farm products dealer at the time and in the manner specified in the contract with the seller. If the due date is not set by the contract, the farm products dealer must pay for the perishable farm products within 30 days after delivery or taking possession of the perishable farm products. A payment received after the due date must include payment of 12 percent annual interest prorated for the number of days past the due date.

**History:** (6240-18 1/2b) 1931 c 394 s 3; 1975 c 227 s 5; 1985 c 233 s 4; 1986 c 444; 1990 c 530 s 6-8; 2020 c 89 art 1 s 3,4

27.04 MS 2018 [Repealed, 2020 c 89 art 1 s 21]

#### 27.0405 INVESTIGATIONS.

**Subdivision 1. Production and review of information.** (a) Upon special order, the commissioner may require a farm products dealer to file at the time and in the manner the commissioner directs, sworn or unsworn reports or answers in writing to specific questions on any matter which the commissioner may investigate.

(b) For the purposes of this section, the commissioner or the commissioner's authorized agents may audit and review any records relating to the financial condition of any farm products dealer and any transactions between the dealer and persons entitled to the protections of this chapter, if the records are in the possession of or under the case, custody, or control of the dealer or the dealer's authorized agent.

**Subd. 2. False and incomplete information.** A person may not willfully make any false entries or statements or fail to make full and true entries and statements in a report, answer required, or document demanded under this chapter.

**Subd. 3. Preservation of documents.** A person may not remove from the state, mutilate, or alter a document relevant to an investigation, hearing, or proceeding conducted under chapter 27.

**History:** 1990 c 530 s 10; 2020 c 89 art 1 s 5

27.041 MS 2018 [Repealed, 2020 c 89 art 1 s 21]

27.05 [Repealed, 1990 c 530 s 27]

#### 27.06 COMPLAINTS TO COMMISSIONER, HEARING; SALES CONTRACT.

A person claiming to be damaged by a breach of the conditions of a sales contract may submit a complaint to the commissioner within 40 days after the due date. The complaint must be a written statement of the

facts constituting the complaint. After receiving a filed complaint, the commissioner must investigate the charges made and may have the matter heard as a contested case pursuant to chapter 14 if an affected party requests a hearing.

**History:** (6240-18 1/2e) 1931 c 394 s 6; 1935 c 186 s 2; 1955 c 233 s 3; 1961 c 163 s 3; 1969 c 471 s 4; 1975 c 227 s 8; 1977 c 346 s 4; 1982 c 424 s 130; 1986 c 444; 1990 c 530 s 12; 2020 c 89 art 1 s 6

### 27.069 DEFINITION OF PRODUCE.

For the purposes of Minnesota Statutes 1961, sections 27.07 to 27.10, and acts amendatory thereof, the term "produce" means decorative forest products and the products of farms and waters of this state.

**History:** 1965 c 787 s 2

### 27.07 GRADES ESTABLISHED; INSPECTION.

Subdivision 1. **Commissioner's power.** The commissioner shall have power to establish grades on all perishable farm products and when necessary shall provide for inspecting and grading perishable farm products subject to sale at marketing points within the state as the commissioner may designate.

Subd. 2. **Certificates.** The commissioner shall issue certificates of inspection showing the grade, quality, and conditions of perishable farm products, and may charge and collect a reasonable fee for the issuance of a certificate of inspection. A certificate of inspection is prima facie evidence in all courts of this state as to the grade, quality, and condition of perishable farm products at the time the inspection was made.

Subd. 3. **Application for inspector's services.** Any person who wants perishable farm products or a perishable farm products sales transaction to be inspected may apply to the commissioner for the service of an inspector and, if it appears to the commissioner that the perishable farm products volume is sufficient to justify the request, the commissioner may grant the service upon terms and conditions fixed by the commissioner and this section.

Subd. 4. **Deposit agreement.** The commissioner may require an agreement, prior to the establishment of the inspection service, requiring the user of the inspection service to at all times have on deposit with the department a sufficient amount of money to pay the estimated costs of such inspection service for a period of not less than 15 days in advance. When any such agreement shall terminate by action of either party thereto, the commissioner shall pay to the depositor any money remaining to the depositor's credit after the deduction of the costs at the time such agreement terminates.

Subd. 5. **Fees.** Fees for inspection shall be determined by the commissioner and shall be reviewed and adjusted every six months. In determining the fees to be charged, the commissioner shall take into consideration fees charged in other states offering similar inspection services to the end that the fees charged will provide a competitive marketing position for Minnesota perishable farm products.

Subd. 6. **Cooperative agreements; fees; account.** The commissioner may collect fees as provided for in cooperative agreements between the commissioner and the United States Department of Agriculture for the inspection of perishable farm products. The fees and interest attributable to money in the account must be deposited in the agricultural fund and credited to a fruit and vegetables inspection account. Money in the account, including interest earned, is appropriated to the commissioner to administer the cooperative agreements.

**History:** (6240-18 1/2f) 1931 c 394 s 7; 1955 c 232 s 1; 1961 c 163 s 4; 1975 c 204 s 97; 1977 c 234 s 1; 1986 c 444; 1987 c 358 s 84; 1993 c 172 s 28; 1999 c 231 s 49; 2020 c 89 art 1 s 7

**27.08 FILING BRAND OR LABEL; PERMIT.**

Any person producing, manufacturing, or handling perishable farm products in this state, except cheese and butter, and preparing, packing, and offering perishable farm products for sale, may file with the commissioner a brand or label. The applicant may place upon this brand or label a descriptive or locative matter, as approved by the commissioner. The commissioner may issue to an applicant for brands and labels a permit to use the same, subject to the rules and restrictions as to quality of product so branded as the commissioner may determine. The brand or label shall be recorded in the office of the commissioner and any person who shall, without authority of the commissioner, brand and label therewith products or commodities of a quality below the standard permitted under the brand or label, shall be subject to the penal provisions of section 27.19.

**History:** (6240-18 1/2g) 1931 c 394 s 8; 1961 c 163 s 5; 1985 c 248 s 70; 2020 c 89 art 1 s 8

**27.09 INSPECTION.**

When perishable farm products are ready for sale, or are on the way to market, the owner, conveyor, prospective buyer, or any other person with an interest in the perishable farm products may request an inspection of the perishable farm products under section 27.07.

**History:** (6240-18 1/2h) 1931 c 394 s 9; 2020 c 89 art 1 s 9

**27.10 PERISHABLE FARM PRODUCTS EXAMINATION.**

(a) When perishable farm products are shipped to or received by a farm products dealer for handling, purchase, or sale in this state, and the farm products dealer finds the perishable farm products to be in a spoiled, damaged, unmarketable, or unsatisfactory condition, the dealer must have the perishable farm products examined by an inspector assigned by the commissioner for that purpose. The inspector must execute and deliver a certificate to the farm products dealer stating the day, the time and place of the inspection, and the condition of the produce and mail or deliver a copy of the certificate to the shipper of the perishable farm products.

(b) This section does not apply when the parties to the perishable farm products sales contract waive the inspection requirement.

**History:** (6240-18 1/2i) 1931 c 394 s 10; 1986 c 444; 2020 c 89 art 1 s 10

**27.11 SHIPMENTS ON CONSIGNMENT.**

When any farm products dealer to whom perishable farm products have been shipped or consigned for sale on a commission basis or on consignment or under any circumstances where the title to the perishable farm products remains with the shipper, the dealer must, within a reasonable time, report to the shipper the exact time of arrival, and the quantity, quality, and price per unit of the perishable farm products. The dealer must pay the shipper the net amount due at the time the report required under this section is made.

**History:** (6240-18 1/2j) 1931 c 394 s 11; 1986 c 444; 2020 c 89 art 1 s 11

**27.12 SHIPPER MAY COMPLAIN TO COMMISSIONER.**

When a shipper, after demand therefor, shall have received no remittance or report of sale, or shall be dissatisfied with the remittance, sale, or report, the shipper may complain in writing to the commissioner, who shall investigate the matter complained of.

**History:** (6240-18 1/2k) 1931 c 394 s 12; 1986 c 444

**27.13 INVESTIGATION OF COMPLAINTS.**

(a) The commissioner is authorized to: (1) receive complaints against any person dealing in, shipping, transporting, storing, or selling perishable farm products; (2) make any and all necessary investigations relative to the handling of, or storing, shipping, or dealing in perishable farm products; and (3) enter with reasonable notice all buildings, yards, warehouses, storage and transportation facilities in which perishable farm products are kept, stored, handled or transacted.

(b) The commissioner may: (1) issue subpoenas requiring the attendance of witnesses before the commissioner, with books, papers, and other documents, articles, or instruments; (2) compel the disclosure by such witnesses of all facts known to them relative to a matter under investigation; and (3) administer oaths and take testimony.

(c) The commissioner must provide a complainant a written report of the investigation conducted under this section. The report is prima facie evidence of the matters contained in the report. A party violating a commissioner's order or subpoena is guilty of contempt as in proceedings in district courts of the state and may be punished in like manner.

**History:** (6240-18 1/2l) 1931 c 394 s 13; 1955 c 232 s 2; 1961 c 113 s 1; 1961 c 163 s 6; 1985 c 248 s 70; 1986 c 444; 1997 c 7 art 1 s 12; 2020 c 89 art 1 s 12

**27.131 MEDIATION AND ARBITRATION.**

A contract for perishable farm products between a buyer and a seller must contain language providing for resolution of contract disputes by either mediation or arbitration. If there is a contract dispute, either party may make a written request to the commissioner for mediation or arbitration, as specified in the contract to facilitate resolution of the dispute.

**History:** 1990 c 530 s 13; 2020 c 89 art 1 s 13

**27.133 PARENT COMPANY LIABILITY.**

If a farm products dealer is a subsidiary of another corporation, partnership, or association, the parent corporation, partnership, or association is liable to a seller for the amount of any unpaid claim or contract performance claim if the farm products dealer fails to pay or perform according to the terms of the contract and this chapter.

**History:** 1990 c 530 s 14; 2020 c 89 art 1 s 14

**27.137 DEFINITIONS.**

Subdivision 1. **Applicability.** The definitions in this section apply to this section and section 27.138.

Subd. 2. [Repealed, 1996 c 310 s 1]

Subd. 3. [Repealed, 1996 c 310 s 1]

Subd. 4. [Repealed, 1996 c 310 s 1]

Subd. 5. **Proceeds.** "Proceeds" means whatever is received upon the sale, exchange, collection, or transfer of perishable farm products or manufactured farm products.

Subd. 6. [Repealed, 1996 c 310 s 1]

Subd. 7. **Manufactured farm products.** "Manufactured farm products" means products derived from perishable farm products through manufacturing, processing, or packaging.

Subd. 8. [Repealed, 1996 c 310 s 1]

Subd. 9. **Trust assets.** "Trust assets" means perishable farm products or manufactured farm products and proceeds from the perishable or manufactured farm products.

Subd. 10. **Farm products dealer.** "Farm products dealer" has the meaning given in section 27.01, subdivision 8.

**History:** 1990 c 530 s 15; 2020 c 89 art 1 s 15-18

## 27.138 FARM PRODUCTS DEALERS' TRUST.

Subdivision 1. **Trust establishment and maintenance.** (a) A farm products dealer's perishable farm products and manufactured farm products and proceeds related to the sale of a farm products dealer's perishable farm products or manufactured farm products are held in trust for the benefit of unpaid sellers.

(b) The trust assets are to be maintained as a nonsegregated floating trust. Commingling of the trust assets is contemplated.

(c) The farm products dealer must maintain the trust assets in a manner that makes the trust assets freely available to satisfy the amounts owed to unpaid sellers and may not divert trust assets in a manner that impairs the ability of unpaid sellers to recover amounts due.

(d) A farm products dealer must maintain the trust assets in trust until payment has been made in full to unpaid sellers. Payment is not made if a seller receives a payment instrument that is dishonored.

(e) A farm products dealer holds trust assets in trust for the seller, except that the farm products dealer may transfer title to trust assets if the proceeds of the transfer are maintained as trust assets. Until a seller is paid, a farm products dealer must not transfer title to trust assets:

- (1) in a transaction made to another farm products dealer;
- (2) in a transaction intended to impair the ability of unpaid sellers to recover amounts due; or
- (3) for which the value is inadequate to satisfy filed beneficiaries notices.

Subd. 2. **Sellers' rights to trust assets.** (a) An unpaid seller may recover trust assets for the net amount unpaid after the due date after allowing deductions of contemplated expenses or advances made in connection with the transaction. An amount is considered unpaid if a seller receives a payment instrument that is dishonored.

(b) An unpaid seller may recover trust assets after filing a beneficiaries notice with the farm products dealer to whom the perishable farm products were transferred and the commissioner, and after filing in the central filing system under section 336.9-501 as if the trust were a security interest in the trust assets by 40

days after the due date for the payment to the seller or 40 days after a payment instrument to the seller for the perishable farm products is dishonored, whichever is later.

Subd. 3. **Beneficiaries notice.** (a) A beneficiaries notice must be in writing and in a form prescribed by the commissioner.

(b) The beneficiaries notice must contain:

(1) the name and address of the seller;

(2) the name and address of the farm products dealer maintaining the trust assets;

(3) the perishable farm products, amount of product, amount to be paid the seller, and the due date of transactions that are unpaid or, if appropriate, the date a payment instrument was dishonored; and

(4) a description of the trust assets.

(c) The filing officer must enter on the initial financing statement filed pursuant to this section the time of day and date of filing. The filing officer must accept filings, amendments, and terminations of an initial financing statement filed pursuant to this section and charge the same filing fees as provided in section 336.9-525. An initial financing statement filed pursuant to this section is void and may be removed from the filing system 18 months after the date of filing. The beneficiaries notice may be physically destroyed 30 months after the date of filing.

Subd. 4. **Priority of unpaid sellers' interests in trust assets.** (a) The unpaid seller's interest in trust assets is paramount to all other liens, security interests, and encumbrances in the trust assets. An unpaid seller who recovers trust assets recovers them free of any liens, security interests, or encumbrances.

(b) If the trust assets are inadequate to pay unpaid sellers the amount due, the unpaid sellers shall share proportionately in the trust assets.

Subd. 5. **Recovery actions.** An action to recover trust assets may be brought in district court in a county where trust assets are located after the beneficiaries notice is filed. The beneficiaries notice may be amended, except the amount due, by leave of the court in furtherance of justice. An action to recover trust assets is barred if it is not brought by 18 months after the date the beneficiaries notice is filed.

Subd. 6. **Terminations of beneficiaries notice.** A seller must terminate a beneficiaries notice by ten days after the amount due for the farm products dealer is paid. The commissioner may terminate a beneficiaries notice upon request and demonstration by the farm products dealer that the amounts due under the beneficiaries notice have been paid.

**History:** 1990 c 530 s 16; 1991 c 199 art 1 s 7; 2001 c 195 art 2 s 1,2; 2020 c 89 art 1 s 19

## 27.14 RULES.

In the manner provided by law, the commissioner, from time to time, shall make and publish uniform rules, not inconsistent with law, for carrying out and enforcing the provisions of sections 27.01 to 27.14 and 27.19 and governing the rates charged by, and the buying, selling, advertising and trading practices of, dealers at wholesale.

**History:** (6240-18 1/2m) 1931 c 394 s 14; 1961 c 163 s 7; 1985 c 248 s 70; 1997 c 7 art 1 s 12

27.15 [Repealed, 1996 c 310 s 1]



**27.16** [Renumbered 29.201]

**27.17** [Renumbered 29.203]

**27.18** [Renumbered 29.205]

**27.185** [Repealed, 1Sp2001 c 2 s 162]

**27.19 VIOLATIONS, PENALTIES.**

Subdivision 1. **Prohibited acts.** (a) A person subject to the provisions of this section and sections 27.01 to 27.14 must not:

(1) make any false statement or report as to the grade, condition, markings, quality, or quantity of produce, as defined in section 27.069, received or delivered, or act in any manner to deceive a consignor or purchaser;

(2) refuse to accept a shipment contracted for by the person, unless the refusal is based upon the showing of a state inspection certificate secured with reasonable promptness after the receipt of the shipment showing that the kind and quality of produce, as defined in section 27.069, is other than that purchased or ordered by the person;

(3) fail to account or make a settlement for perishable farm products within the required time;

(4) violate or fail to comply with the terms or conditions of a contract entered into by the person for the purchase, production, or sale of perishable farm products;

(5) purchase for a person's own account any produce received on consignment, either directly or indirectly, without the consent of the consignor;

(6) issue a false or misleading market quotation, or cancel a quotation during the period advertised by the person;

(7) increase the sales charges on perishable farm products shipped to the person by means of "dummy" or fictitious sales;

(8) receive decorative forest products and the products of farms and waters from foreign states or countries for sale or resale, either within or outside of the state, and give the purchaser the impression, through any method of advertising or description, that the perishable farm products are of Minnesota origin;

(9) commit to pay and not pay in full for all perishable farm products committed for. A processor may not pay an amount less than the full contract price if the crop produced is satisfactory for processing and is not harvested for reasons within the processor's control. If the processor sets the date for planting, then bunching, unusual yields, and a processor's inability or unwillingness to harvest must be considered to be within the processor's control. Under this clause growers must be compensated for passed acreage at the same rate for grade and yield as they would have received had the crop been harvested in a timely manner minus any contractual provision for green manure or feed value. Both parties are excused from payment or performance for crop conditions that are beyond the control of the parties; or

(10) discriminate between different sections, localities, communities, or cities, or between persons in the same community, by purchasing perishable farm products from farmers of the same grade, quality, and kind, at different prices, except that price differentials are allowed if directly related to the costs of transportation, shipping, and handling of the perishable farm products and a person is allowed to meet the

prices of a competitor in good faith, in the same locality for the same grade, quality, and kind of perishable farm products. A showing of different prices by the commissioner is prima facie evidence of discrimination.

(b) Any person violating any provision of this chapter, or any rule adopted under this chapter, is guilty of a misdemeanor.

(c) A separate violation occurs with respect to each different person involved, each purchase or transaction involved, and each false statement.

(d) Any prosecuting officer to whom the commissioner reports a violation of this chapter, or a violation of any rule adopted under this chapter, must bring appropriate proceedings in a proper court without delay for the enforcement of the penalties under this chapter.

Subd. 2. [Repealed, 2012 c 244 art 1 s 83]

Subd. 3. [Repealed, 2012 c 244 art 1 s 83]

Subd. 4. **Settlements.** (a) The commissioner or the commissioner's authorized representative may enter into a written agreement with a person in settlement of an alleged violation whether or not a hearing is held. An agreement must be construed as a "no contest" pleading and may encompass sanctions, penalties, and affirmative actions that are mutually satisfactory and are consistent with the intent and purpose of this chapter.

(b) The agreement is final and conclusive with respect to the action, except upon a showing of fraud or malfeasance or misrepresentation of a material fact. The matter agreed upon in the agreement may not be reopened or modified by an officer, employee, or agent of the state. In an action, suit, or proceeding, the agreement and any determination or payment made under the agreement is final and conclusive and may not be annulled, modified, set aside, or disregarded.

**History:** (6240-18 1/20) 1931 c 394 s 16; 1955 c 232 s 4; 1959 c 17 s 2; 1961 c 113 s 1; 1961 c 163 s 9; 1965 c 787 s 3; 1975 c 227 s 9; 1985 c 248 s 70; 1986 c 444; 1990 c 530 s 18; 1991 c 254 art 3 s 14; 1997 c 7 art 1 s 12; 2000 c 477 s 25; 2020 c 89 art 1 s 20

**27.20** [Repealed, 2012 c 244 art 1 s 83]