
132.02 History: 1900 c. 127; Stats. 1911 s. 1747a; 1923 c. 291 s. 3; Stats. 1923 s. 132.02.

In an action for infringement of a trademark and for unfair competition by simulating the plaintiff’s trademark, findings that the defendants and the plaintiff were proprietors of neighboring orchards, that until recently the plaintiff had marketed the defendants’ apples as well as its own, that recently the defendants had adopted a label for their apples which was so nearly an exact duplication of the plaintiff’s label that it required an effort at recollection to say which was which, that the defendants adopted such label at the suggestion of a large buyer that thereby buyers and customers would believe they were buying the plaintiff’s apples, and that the defendants’ acts were calculated to deceive the public and buyers, were sufficient to warrant an account of profits. Kickapoo Development Corp. v. Kickapoo Orchard Co. 231 W 458, 285 NW 301.

132.03 History: 1900 c. 127; Stats. 1911 s. 1747a; 1923 c. 291 s. 3; Stats. 1923 s. 132.03; 1965 c. 233 s. 306.

132.031 History: 1895 c. 151 s. 3; Stats. 1898 s. 1747a; 1899 c. 291 s. 3; Stats. 1923 s. 132.03; 1965 c. 366 s. 23; 1923 s. 132.03; 1955 s. 233.

132.032 History: 1895 c. 151 s. 3; Stats. 1898 s. 1747a; 1899 c. 291 s. 3; Stats. 1923 s. 132.03; 1965 c. 366 s. 23; 1923 s. 132.03; 1955 s. 233.

132.033 History: 1895 c. 151 s. 3; Stats. 1898 s. 1747a; 1899 c. 291 s. 3; Stats. 1923 s. 132.03; 1965 c. 366 s. 23; 1923 s. 132.03; 1955 s. 233.

In an action for infringement of a trademark and for unfair competition by simulating the plaintiff’s trademark, findings that the defendants and the plaintiff were proprietors of neighboring orchards, that until recently the plaintiff had marketed the defendants’ apples as well as its own, that recently the defendants had adopted a label for their apples which was so nearly an exact duplication of the plaintiff’s label that it required an effort at recollection to say which was which, that the defendants adopted such label at the suggestion of a large buyer that thereby buyers and customers would believe they were buying the plaintiff’s apples, and that the defendants’ acts were calculated to deceive the public and buyers, were sufficient to warrant an account of profits. Kickapoo Development Corp. v. Kickapoo Orchard Co. 231 W 458, 285 NW 301.

132.05 History: 1900 c. 127; Stats. 1911 s. 1747a; 1923 c. 291 s. 3; Stats. 1923 s. 132.05.

132.06 History: 1900 c. 127; Stats. 1911 s. 1747a; 1923 c. 291 s. 3; Stats. 1923 s. 132.06.

132.07 History: 1900 c. 127; Stats. 1911 s. 1747a; 1923 c. 291 s. 3; Stats. 1923 s. 132.07.

132.08 History: 1900 c. 127; Stats. 1911 s. 1747a; 1923 c. 291 s. 3; Stats. 1923 s. 132.08; 1920 c. 262 s. 14.

132.11 History: 1973 c. 302; R. S. 1878 s. 1747a; Stats. 1908 s. 1747a; 1917 c. 406 s. 2; 1923 c. 291 s. 3; Stats. 1923 s. 132.11; 1929 c. 363. See note to 132.04, citing 38 Att’y. Gen. 283.

132.12 History: 1897 c. 151 s. 3; 1899 c. 291 s. 3; Stats. 1898 s. 1747d; 1921 c. 666; 1929 c. 696 s. 343.35; 1955 c. 696 s. 343.651; 1921 s. 1; 1919 c. 666; 1921 c. 291 s. 3; Stats. 1923 s. 132.12; 1935 c. 178; 1969 c. 276 s. 584 (1) (a); 1969 c. 392 s. 87 (19).

Editor’s Note: 132.12, Stats. 1933, was held invalid, because arbitrary and discriminatory in respect to commerce, in State v. Whitfield, 216 W 571, 255 NW 301; and in 1935 it was replaced by a revised section.

Ch. 178, Laws 1939, is not to be construed so as to restrict rights of the state. Prison-made binder twine must be labeled as such on each ball of twine. 24 Att’y. Gen. 442.

132.16 History: 1933 c. 129; Stats. 1933 s. 132.16; 1949 c. 263; 1965 c. 133.

132.17 History: 1897 c. 401; 1899 c. 360; Ann. Stats. 1899 s. 4423b; 4423c; Stats. 1899 s. 4423a; 1923 s. 1; 1923 c. 291 s. 3; Stats. 1923 s. 132.17; 1948 c. 50; 1951 c. 629; 1953 c. 568; 1955 c. 696 s. 87; 1923 s. 132.17; 1967 c. 21 (2); 1969 c. 276 s. 867.

132.18 History: 1897 c. 401; 1899 c. 360; Ann. Stats. 1899 s. 4423b; 4423c; Stats. 1899 s. 4423a; 1923 c. 291 s. 3; Stats. 1923 s. 132.18; 1948 c. 50; 1951 c. 629; 1953 c. 568; 1955 c. 696 s. 87; 1923 s. 132.17; 1967 c. 21 (2); 1969 c. 276 s. 867.

132.19 History: 1933 c. 129; Stats. 1933 s. 132.19; 1949 c. 263; 1965 c. 133.

132.20 History: 1897 c. 401; 1899 c. 360; Ann. Stats. 1899 s. 4423b; 4423c; Stats. 1899 s. 4423a; 1923 c. 291 s. 3; Stats. 1923 s. 132.20; 1967 c. 21 (2); 1969 c. 276 s. 867.

Chapter 133.

Trusts and Monopolies.

133.01 History: 1893 c. 219 s. 1, 2, 5; Stats. 1898 s. 1747d; 1921 c. 456; 1921 c. 500 s. 102; 1923 c. 291 s. 3; Stats. 1923 s. 133.01; 1945 c. 33; 1947 c. 263; 1955 c. 696 s. 29; 1923 s. 397; 1969 c. 276.

Editor’s Note: 133.01, Stats. 1933, was held invalid, because arbitrary and discriminatory in respect to commerce, in State v. Whitfield, 216 W 571, 255 NW 301; and in 1935 it was replaced by a revised section.

Ch. 178, Laws 1939, is not to be construed so as to restrict rights of the state. Prison-made binder twine must be labeled as such on each ball of twine. 24 Att’y. Gen. 442.

Under the patent laws the patentee has the right to make stipulations regarding the sale of a patented article; and this right cannot be interfered with by a state. Butterick P. Co. v. Rose, 141 W 535, 124 NW 647.

A condition in a deed that the premises hereby conveyed be used for saloon purposes at all future times when the same may be legally maintained, and the beer sold therein shall be beer which has been manufactured.
by the R. Brewing Co. is contrary to the legis-

Sec. 1747e is substantially a copy of the fed-
eral antitrust act (28 U.S. Laws. at Large, 209), restricted in operation to this state and with a lesser penalty, and it should receive the same interpretation that has been placed upon the federal act by the U.S. supreme court. Pulp Wood Co. v. Green Bay P. & F. Co. 197 W 694, 147 NW 1086. See also Pulp Wood Co. v. Green Bay P. & F. Co. 168 W 400, 170 NW 230.

A lease of a saloon providing that during the
lease (less than 3 years) the lessee should not sell no beer on the premises except as was sold by the lessee was valid at common law and is not illegal under sec. 1747e. Stats. 1911. Rose v. Gordon, 158 W 414, 149 NW 158.

An arrangement between an Illinois brewing
company and a local dealer in its beer, pur-
suant to which the company obtained leases of
saloon buildings and assigned such leases to the dealer, who then sublet the premises to tenants with covenants that the latter should sell no beer on the premises except as was bought from the dealer, did not constitute a conspiracy by a foreign corporation in viola-
tion of sec. 1747e, Stats. 1911, since it involved no contract in unlawful restraint of trade. Rose v. Gordon, 158 W 414, 149 NW 158.

In an action by a private party for dam-
gages because of the violation of sec. 1747e, Stats. 1919, the offending corporation cannot lawfully refuse to produce its books and pa-

The covenant in a deed of conveyance of a
hotel that another hotel in the same locality, owned and operated by the grantor, should not, for 15 years, be used as a hotel, was not an il-
legal restraint of trade. Huntley v. Stanch-
field, 174 W 555, 183 NW 894.

There is no misjoinder of causes of action in a complaint seeking to enjoin all of the de-
fendants from acts and contracts in restraint
of trade, to recover of each the penalty it im-
poses, to cancel the charter of the defendant
corporate domestic corporation for violation of 133.21, and to cancel the license of the defendant
corporate foreign corporation for violation of 229.07, all the acts being violations of sec. 1747e, Stats. 1921, and constituting a single cause of action. The complaint for such injunction must allege that the defendants are continuing or threatening to
continue their unlawful acts. State v. Shell Oil Co. 274 W 876, 80 NW (2d) 426.

There is no language in the federal enact-
ments (Sherman, Clayton, Robinson-Patman, and Federal Trade Commission Acts) that pre-
cludes the field of regulation and enforcement in the
U.S. government or that precludes the states from enacting effective legislation dealing with such unlawful practices as combina-
tions and conspiracies in restraint of trade and unfair methods of competition. Action by the federal trade commission, in exercising jurisdic-
tion dealing in part with acts alleged by the complaint herein to be a violation of the Wisconsin statutes, does not amount to a pre-
emption and does not preclude the state from acting under its police powers in making and enforcement of the state statutes in question. State v. Allied Chemical & Dye Corp. 9 W (2d) 296, 101 NW (2d) 133.

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in a written statement or description filed by the owner with the secretary of state. Statements of marks of ownership of bottles, measures, and containers shall be recorded, as the statutes only require that they be filed with the secretary of state. More than one mark of ownership may be contained in a written statement or description filed by the owner with the secretary of state. The secretary of state has no authority to file or record assignments of registrations made pursuant to 132.04 and 132.11, Stats. 1949. 38 Atty. Gen. 263.

In an action for infringement of a trade-mark and for unfair competition by simulating the defendant's trade-mark, findings that the defendants and the plaintiff were proprietors of neighboring orchards, that until recently the plaintiff had marketed the defendants' apples as well as its own, that recently the defendants had adopted a label for their apples which was so nearly an exact duplication of the plaintiff's label that it required an effort on the part of a large buyer to detect the difference, that the defendants, in violation of the statute, had adopted such label at the suggestion of a large buyer that thereby buyers of the plaintiff's apples, and that the defendants' acts were calculated to deceive the public and buyers, were sufficient to warrant an accounting for profits. Kickapoo Development Corp. v. Kickapoo Orchard Co. 231 W 458, 285 NW 132.12; 1923 c. 291 s. 3; Stats. 1923 s. 132.11; 1969 c. 154.

The defendant in a suit for unfair competition by simulating the plaintiff's mark and for unfair competition by simulating the plaintiff's mark was held to have infringed the plaintiff's mark in State v. Whitfield, 216 W 577, 257 NW 601; and in 1935 it was replaced by a revised section. Ch. 178, Laws 1905, is not to be construed so as to restrict rights of the state. Prison-made binder twine must be labeled as such on each ball of twine. 24 Atty. Gen. 442.

A condition in a deed which had to do with a conspiracy to monopolize the sale of coal in Milwaukee and to drive the plaintiff out of the business, was decided prior to the enactment of the statute. Red Cedar Lodge, LO.O.F. v. Trustees, 7 W (2d) 828.

In an action for infringement of a trade-mark under the patent laws the patentee has the right to make stipulations regarding the sale and customers would believe they were buying the plaintiff's apples, and that the defendants' marks of ownership of bottles, measures, and containers were sufficient to warrant an accounting for profits. Kickapoo Development Corp. v. Kickapoo Orchard Co. 231 W 458, 285 NW 132.12; 1923 c. 291 s. 3; Stats. 1923 s. 132.11; 1969 c. 154. See note to 132.04, citing 38 Atty. Gen. 263.

Editors' Note: Murray v. Buell, 74 W 14, 41 NW 1010, which had to do with a conspiracy to control and monopolize the sale of coal in Milwaukee and to drive the plaintiff out of the business, was decided prior to the enactment of ch. 219, Laws 1893.

On co-operative contracts see notes to 185.41. Under the patent laws the patentee has the right to make stipulations regarding the sale of a patented article; and this right cannot be interfered with by a state. Butterick P. Co. v. Rose, 141 W 553, 124 NW 647.

A condition in a deed that the premises hereby conveyed be used for saloon purposes at all future times when the same may be legally maintained, and the beer sold therein shall be beer which has been manufactured...
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A lease of a saloon providing that during the term (less than 3 years) the leasee should sell no beer on the premises except as was sold by the leasee was valid at common law and is not illegal under sec. 1747e, Stats. 1911. Rose v. Gordon, 158 W 414, 149 NW 168.

An arrangement between an Illinois brewing company and a local dealer in its beer, pursuant to which the company obtained leases of saloon buildings and assigned such leases to the dealer, who then sublet the premises to tenants with covenants that the latter should sell no beer on the premises except as was bought from the dealer, did not constitute a conspiracy by a foreign corporation in viola­
tion of sec. 1747e, Stats. 1911, since it involved no contract in unlawful restraint of trade. Rose v. Gordon, 158 W 414, 149 NW 168.

In an action by a private party for dam­
gage because of the violation of sec. 1747e, Stats. 1919, the offending corporation cannot lawfully refuse to produce its books and pa­pers. Neekoos-Edwards P. Co. v. News P. Co. 174 W 107, 182 NW 919.

The covenant in a deed of conveyance of a hotel that another hotel in the same locality, owned and operated by the grantor, should not, for 15 years, be used as a hotel, was not an il­legal restraint of trade. Huntley v. Stanch­field, 174 W 565, 182 NW 864.

There is no misjoinder of causes of action in a complaint seeking to enjoin all of the de­

fendants from acts and contracts in restraint of trade, to recover of each the penalty it im­poses, to cancel the charter of the defendant domestic corporation for violation of 133.21, and to cancel the license of the defendant foreign corporation for violation of 226.07, all the acts being violations of sec. 1747e, Stats. 1921, and constituting a single cause of action. The complaint for such injunction must allege that the defendants are continuing or threatening to con­tinue their unlawful acts. State v. P. Loot­lard Co. 181 W 347, 193 NW 613.

Milk distributors alleging an oral agreement among the defendants, sufficiently alleged the existence of an unlawful agreement so as to state a cause of action on a charge of a combination and conspiracy in restraint of trade. State v. Golden Guernsey Dairy Co-operative, 257 W 384, 43 NW (2d) 31.

Contracts between the air lines using Mil­

taukee county's airport and authorized by the county to furnish ground transportation, and the only cab company in the county that would enter into a contract to provide transporta­tion service between the airport and the city for all passengers using such air lines, but not limiting passengers to using the service provided by such cab company, and air­port regulations as to the location and use of cab stands, are not illegal, are not monopolis­

tic, and do not violate 27.05, ch. 114 or ch. 133, Stats. 1949. Milwaukee County v. Lake, 239 W 208, 47 NW (2d) 67.

A service station lease which did not require the dealer to sell only lessor's products and which permitted him to do other work on the premises was not in restraint of trade under 133.01 (1). Johnson v. Shell Oil Co. 274 W 375, 80 NW (2d) 426.

See note to 103.465, citing Lakeside Oil Co. v. Slutskey, 6 W (2d) 157, 98 NW (2d) 415.

No language in the federal enact­
ments (Sherman, Clayton, Robinson-Patman, and Federal Trade Commission Acts) that pre­

empts the field of regulation and enforcement in the U.S. government or that precludes the states from enacting effective legislation deal­ing with such unlawful practices as combina­tions and conspiracies in restraint of trade and unfair methods of competition. Action by the federal trade commission, in exercising juris­di­tion dealling in part with acts alleged by the complaint herein to be a violation of the Wis­consin statutes, does not amount to a pre­
emption and does not preclude the state from acting under its police powers in making and enforcement of the state statutes in question. State v. Allied Chemical & Dye Corp. 9 W (2d) 269, 101 NW (2d) 133.

133.01, Stats. 1965, is not limited to restraint of trade in regard to articles or commodities, but cannot be applied to professional baseball.
State v. Milwaukee Braves, Inc. 31 W (2d) 699, 144 NW (2d) 1 

See note to 639.31, citing 1908 Atty. Gen. 267.

An organization among egg dealers to buy eggs on a loss-off basis is a violation of the antitrust law. Atty. Gen. 476.

A proposed "fair price cheese board" will not violate the antitrust law so long as no coercive measures are used to maintain price and the board reflects the fair judgment of experts and others representing various classes interested in price. 13 Atty. Gen. 27.

An agreement between the state brewers association and brewers, being a voluntary contract, providing for posting prices with the association but not attempting to fix prices, the brewers being free to change their prices at any time, is a valid trade agreement. 24 Atty. Gen. 654.

The conservation commission has no authority to enter into an agreement with the fishermen of any county whereby said fishermen will be permitted to fish for carp during closed season if they enter into an agreement to hold all carp for a given price and to refrain from selling except at such price or higher. Such agreement violates 133.18, Stats. 1923.

Proposed articles of incorporation of a trade association, composed of retailers, wholesalers, jobbers and manufacturers of food products, which state that the object of the association is to oppose direct sales to consumers by any person other than retail food dealers, violate this section. 22 Atty. Gen. 348.

That an action brought by the district attorney "on the advice of the attorney general, who may appear as counsel," sufficiently appears by the summons and complaint, if they are signed by him. State v. P. Lorillard Co. 181 W 347, 193 NW 613.

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shall be immune to prosecution upon such evi-

dence, oral or documentary, but

the usual privilege of declining to give incrim-

son defends an action for the purchase price of

goods on the ground that the plaintiff corpo-

mating evidence, applies only to a proceeding by the

state against a monopoly. Where a private per-

officer of such corporation called as a wit-

(2d) 637.

See notes to 133.21, citing State v. Golden

Guernsey Dairy Co-operative, 257 W 254, 43

NW (2d) 51.

A contention of a defendant foreign corpora-

tion, that it has reached such a size and does

so much business that its ouster from doing

business in this state as a penalty for violation

of the state's antitrust laws would unduly bur-

den interstate commerce and thereby render

the penalty statute unconstitutional as to it un-

der the commerce clause of the U.S. constitu-

tion, is rejected as arrogance presenting a

challenge to the state's sovereignty which the

state must meet. State v. Golden Guernsey

Dairy Co-operative, 237 W 294, 43 NW (2d) 31.

History: 1897 c. 357; Stats. 1898 s.

1791j; 1906 c. 507 s. 7; Supl. 1906 s. 1791j; 1907

c. 62; 1923 c. 291 s. 3; Stats. 1923 s. 133.21;

1939 c. 134; 1947 c. 263, 1955 c. 686 s.

36, 31; 1961 c. 333.

Section 1791j, Stats. 1909, does not condemn

the purchase, by one rural telephone company

from another, of certain lines that are

parallel to its own lines, with an option to pur-

chase the remaining rural lines of the seller,

and providing against future duplications, for

restricting their respective fields of operation,
one to rural lines and the other to the city in

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T. Co. v. Cumberland T. Co. 152 W 359,

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The provision that witnesses shall be denied

the privilege of giving evidence, oral or documen-
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T. Co. v. Cumberland T. Co. 152 W 359,
CHAPTER 134.

Miscellaneous Trade Regulations.

134.01 History: 1897 c. 387; Ann. Stats. 1898 s. 4466a; Stats. 1898 s. 4466b; Stats. 1901 c. 4; Stats. 1921 c. 443; Stats. 1925 c. 4; Stats. 1929 c. 4; Stats. 1935 c. 348; Stats. 1937 c. 340; Stats. 1939 c. 129, 236; Stats. 1953 c. 438; Stats. 1955 c. 696 s. 134; Stats. 1955 s. 143.01.

On exercises of police power see notes to sec. 1, art. I. and on legislative power generally see notes to sec. 1, art. IV.

In a civil action for damages instituted against members of a conspiracy, the gist of the action is the damage; in a criminal prosecution for the offense of conspiring, the gist of the action is the conspiracy. Martens v. Reilly, 109 W 349, 44 NW 840.

The complaint stating that 3 persons, naming them, concurred together for the purpose of maliciously injuring another in his business describes conspiracy under sec. 4466a, Stats. 1898. An agreement between independent newspaper publishers to compel a fourth person engaged in the same business to reduce his rates for advertising or lose customers comes within this section. State ex rel. Dunn v. Hoing, 110 W 348, 38 NW 1046; Alkana v. State, 113 W 419, 89 NW 1136.

Where persons conspire together to prevent another person from performing her marital duties, from living with her husband, from receiving at his hands that support to which she was entitled, from obtaining a divorce in the court of her own jurisdiction which should fully protect her rights and by reducing her to penury, compel her to allow her husband to obtain a divorce upon false and fraudulent allegations in a foreign jurisdiction, a criminal conspiracy exists within sec. 4466a, Stats. 1898. Randall v. Lonstorf, 126 W 147, 105 NW 663.

It is not necessary in an action for damages for a consummated conspiracy to state all the essentials of a criminal conspiracy under sec. 4466a, Stats. 1898, if the complaint shows a conspiracy at common law. Allegations that 2 or more persons, naming them, have maliciously combined to produce separation between husband and wife, causing the former to desert the latter when she desired their marriage contract to continue, states a conspiracy. Smith v. State, 101 W 449, 193 NW 257.

A complaint which contains no allegation that the defendants conspired to do the acts complained of does not state a cause of action under this section. The existence of a conspiracy is essential to create civil liability for violation of the statute. Judevine v. Bentz-Montanye F. & W. Co. 222 W 512, 269 NW 295.

A strike is not unlawful nor are injuries caused by it criminal under this section where the betterment of labor conditions is the main object sought, even though the strikers secure all of the available laborers. Allis-Chalmers Co. v. Iron M. Union, 130 F 138.

Milker producers who threaten a cheese manufacturer with loss of their patronage if he buys milk from certain other producers are guilty of violating 134.01 or 134.01, Stats. 1921, depending on whether their purpose is malicious injury or prevention of competition. 10 Atty. Gen. 1091.

Picketing for an unlawful objective might constitute a violation under 134.01, Stats. 1897, but picketing for a proper purpose would not constitute such a violation. (24 Atty. Gen. 613 discussed.) 30 Atty. Gen. 17.

134.02 History: 1897 c. 387; Ann. Stats. 1898 s. 4466b; 1899 s. 240; Stats. 1901 c. 443; Stats. 1905 s. 134.02; Stats. 1905 s. 134.03; Stats. 1929 c. 4; Stats. 1935 c. 348; Stats. 1937 c. 340; Stats. 1939 c. 129, 236; Stats. 1953 c. 438; Stats. 1955 c. 696 s. 134.02.


The defendant's admission, "I would just as soon kill my own brother if he went into that shop... We did a good job on a few old fellows..." made shortly after a codefendant, and then the defendant, had assaulted a nonstriking employee, constituted an admission as to the defendant's own motives and purposes in committing the assault, and was probative of his own guilt under 343.683, Stats. 1945. State v. Jakubowski, 251 W 74, 27 NW (2d) 742.

Peaceable picketing is the mere act of inviting attention to the existence of a strike as by signs or banners, and seizure or destruction of property or use of force or threats and calling of vile names is not peaceable picketing. 22 Atty. Gen. 360.

See note to 103.53, citing 23 Atty. Gen. 279.

134.03 History: 1897 c. 387; Ann. Stats. 1898 s. 4466a; Stats. 1898 c. 4466b; 1923 c. 55; Stats. 1925 c. 4; Stats. 1935 c. 343.683; 1955 c. 696 s. 134;


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See note to 103.53, citing 23 Atty. Gen. 279.

134.04 History: 1939 c. 123, 490; Stats. 1939 s. 348.54; 1951 c. 266; 1955 c. 696 s. 286; Stats. 1955 s. 134.04.