

Ag 109

STATE OF WISCONSIN            )  
  ) SS  
DEPARTMENT OF AGRICULTURE )

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I, D. N. McDowell, Secretary of Agriculture, and custodian of the official records of the Department of Agriculture of the State of Wisconsin, do hereby certify that the annexed order amending and adopting rules relating to freezer meat and food service plan trade practices, Wis. Adm. Code chapter Ag 109, was duly issued by this department on March 28, 1968.

I further certify that said copy has been compared by me with the original on file in this department and that the same is a true copy thereof, and of the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand at Madison, Wisconsin, this 28th day of March, 1968.

  
Secretary of Agriculture

Docket No. 785.

ORDER OF THE DEPARTMENT OF AGRICULTURE  
AMENDING AND ADOPTING RULES

Pursuant to authority vested in the Department of Agriculture by section 100.20, Wis. Stats., the Department of Agriculture hereby amends and adopts rules as follows:

1. Section Ag 109.02 (6) (b) of the Wisconsin administrative code is amended to read:

Ag 109.02 (6) (b) Fail to advise the buyer before signing any promissory note that the note may be transferred or assigned to a financial institution or other third party and payment enforced by them. If any note is a cognovit note the seller shall advise the buyer that it authorizes a confession of judgment on the note if it is not paid when due, and that a court judgment may be entered against him without prior notice.

2. Sections Ag 109.03 (4) (a), (b) and (c) of the Wisconsin administrative code are amended to read:

Ag 109.03 (4) Cancellation. (a) The buyer shall have the right to cancel an initial sales contract until midnight of the third day, excluding Sundays and legal holidays, after the day on which the contract was signed by the buyer. The buyer may cancel such contract during the three-day period by delivering or mailing written notice thereof, signed by him, to the seller at the address set forth in the contract. If the statement required by paragraph of this subsection (b)/or the seller's address is not shown in the contract, the time allowed for cancellation is extended until midnight of the third day after the day on which the seller furnishes the buyer with the

required information. Notice of cancellation if given by mail, is given when it is deposited in a mail box properly addressed and postage prepaid. Notice of cancellation need not take any particular form and is sufficient if it indicates by any means a written expression of the intention of the buyer not to be bound by the sales contract.

(b) The following statement shall be printed clearly and conspicuously in contrasting type on contracts described in paragraph (a) of this subsection, other than promissory notes: "You may cancel this contract by delivering or mailing a signed written notice thereof to the seller at the address shown on this contract not later than midnight of the third day, excluding Sundays and legal holidays, after the day you signed this contract. This transaction is regulated by Wis. Adm. Code Chapter Ag 109 and the seller is liable to you for violations under section 100.20, Wis. Stats."

(c) Every promissory note executed in connection with an initial sales transaction shall bear on its face the following statement: "This note is subject to the terms of a separate sales contract and is governed by Wis. Adm. Code Chapter Ag 109."

3. Sections Ag 109.03 (4) (d) and (e) of the Wisconsin administrative code are adopted to read:

Ag 109.03 (4) (d) In the event of cancellation pursuant to paragraph (a) of this subsection, the seller within ten days after such cancellation shall refund to the buyer all payments made by the buyer and return any note or other evidence of indebtedness. If the down payment includes goods traded in, the goods must be returned in substantially as good condition as when received.

(e) In the event that cancellation pursuant to paragraph (a) of this subsection occurs subsequent to the delivery of any goods by the seller, the seller is entitled to repossession of the goods in substantially as good condition as when delivered and he may retain as a cancellation fee five per centum of the cash price not to exceed \$15, or the amount of the cash down payment, whichever is less. If the seller fails to comply with any of the provisions of paragraph (d) of this subsection, he is not entitled to any of the rights or remedies set forth in this paragraph.

4. Section Ag 109.03 (8) of the Wisconsin administrative code is amended to read:

Ag 109.03 (8) Contracts shall state clearly and separately the total net price of food products sold; total net price of non-food products sold; service or delivery charges; membership fees or similar charges; interest, carrying, time-price differential or similar charges; and the total price the buyer must pay. If the buyer is required to sign a promissory note, the date and amount of the note and the terms of payment shall correspond exactly with those stated in any other related contract document.

5. Section Ag 109.03 (13) of the Wisconsin administrative code is adopted to read:

Ag 109.03 (13) Contracts shall contain no provision whereby the buyer agrees to waive any rights or defenses he may have under this chapter.

The rules contained herein shall take effect as provided in

