

Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City

TWENTIETH CONGRESS
First Regular Session

HOUSE BILL NO. **3234**



Introduced by **HON. MIGUEL LUIS R. VILLAFUERTE, HON. VINCENZO RENATO LUIGI R. VILLAFUERTE, HON. TSUYOSHI ANTHONY G. HORIBATA, AND HON. TERRY L. RIDON**

EXPLANATORY NOTE

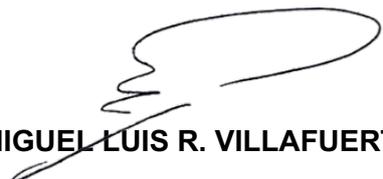
The integrity and transparency of public service, which includes combating graft and corruption, are enhanced when financial instruments and collateral systems are well-regulated. Under the existing Warehouse Receipts Act (Act No. 2137), farmers and workers may obtain credit by assigning physical goods stored in a warehouse, using warehouse receipts as collateral. The law defines the rights and duties of the warehouseman and the holder of the receipt, including its negotiability.

However, existing legislation has not kept pace with recent developments in agriculture and technology. This bill proposes modernizing the Warehouse Receipts Law by establishing a central electronic registry for all warehouse receipts. The registry would integrate with existing databases, ensuring secure, transparent, and verifiable records.

Such reliable electronic registry will give banks and financial institutions more confidence in accepting warehouse receipts as collateral, thereby increasing access to credit for farmers and agriculture sector participants. By facilitating access to credit, the modernization of this system will help stimulate rural economic activity and market participation.

A similar bill was filed in the 19th Congress as House Bill No. 1938, which was consolidated into House Bill No. 198. The measure was approved by the House of Representatives on May 29, 2023, transmitted to the Senate on May 30, 2023, and received by the Senate on the same date. Notably, the proposed measure has earned the backing of both the Bangko Sentral ng Pilipinas and the International Finance Corporation, highlighting its potential to strengthen the country's agricultural financing ecosystem.¹

In view of the foregoing, the immediate passage of this bill is earnestly sought.


HON. MIGUEL LUIS R. VILLAFUERTE

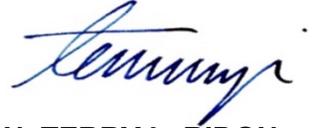
¹ BusinessWorld. (2023, November 20). *BSP, IFC back amendments to Warehouse Receipts law*. <https://www.bworldonline.com/economy/2023/11/20/558717/bsp-ifc-back-amendments-to-warehouse-receipts-law/>



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**AN ACT PROVIDING FOR THE REVISED WAREHOUSE RECEIPTS LAW OF THE
PHILIPPINES**

*Be it enacted by the Senate and House of Representatives of the Philippines in
Congress assembled:*

**CHAPTER I
GENERAL PROVISIONS**

SECTION 1. *Title.* – This Act shall be known as the "Revised Warehouse Receipts Law of the Philippines."

SECTION 2. *Declaration of Policy.* – It is the policy of the State to promote economic activity by increasing access, particularly for entities engaged in agricultural businesses, such as farming, to least cost credit by establishing a simplified, unified, and modern framework for the storage of goods in warehouses and the subsequent trading of interests therein.

SECTION 3. *Definition of Terms.* As used in this Act:

- (a) **Action** refers to a counterclaim, set-off, or suit in equity as provided by law;
- (b) **Delivery** refers to the voluntary transfer of control from one person to another;
- (c) **Deposit** refers to the act of transferring actual possession of goods to a warehouse operator;
- (d) **Electronic warehouse receipt** refers to a warehouse receipt in electronic or digital form;
- (e) **Goods** refer to chattel or merchandise in storage or which have been or are about to be stored;
- (f) **Good faith** refers to an abstract or comprehensive term that encompasses a sincere belief or motive without any malice or the desire to defraud others, whether it be done negligently or not;
- (g) **Guarantee** refers to a guarantee specifically issued by the Philippine Guarantee Corporation;

- (h) **Holder of a receipt** refers to a person who has both constructive possession of such receipt and a right of property therein;
- (i) **Insurance** refers to any form of insurance, whether obtained from a public or private entity, within the meaning of the Insurance Code of the Philippines;
- (j) **Modern** refers to the adaptation and utilization of modern technology, including Blockchain technology;
- (k) **Negotiable receipt** refers to a receipt in which it is stated that the goods received will be delivered to the bearer or to the order of any person named in such receipt;
- (l) **Non-Negotiable Receipt** refers to a receipt in which it is stated that the goods received will be delivered to the depositor or to any other specified person;
- (m) **Order** refers to an order by indorsement on the receipt;
- (n) **Owner** refers to one who has the right of possession of a warehouse receipt but does not include a mortgagee;
- (o) **Person** refers to both natural and juridical persons;
- (p) **Purchase** refers to the act of acquiring a warehouse receipt in the form of mortgage or pledge;
- (q) **Registry** refers to the Electronic Warehouse Receipts Registry;
- (r) **Release order** refers to a written instrument issued by the owner of a receipt directing a warehouse operator to release his goods to a specific person;
- (s) **Value** refers to any consideration sufficient to support a simple contract. An antecedent or pre-existing obligation, whether for money or not, constitutes value where a receipt is taken either in satisfaction thereof or as security therefor;
- (t) **Warehouse** refers to a place that houses goods intended to be used for trading or financing within the territory of the Philippines operated and maintained by a warehouse operator;
- (u) **Warehouse operator** refers to a person lawfully engaged in the business of housing goods intended to be used for trading or financing and duly authorized under this Act;
- (v) **Warehouse receipt or receipt** refers to a document issued by a warehouse operator in accordance with Section 5 of this Act; and
- (w) **Writing** refers to written documents or records, including electronic records.

SECTION 4. Person Who May Issue Receipts. – Warehouse receipts may only be issued by a duly accredited warehouse operator.

SECTION 5. Form of Receipts. – Every warehouse receipt must contain the following information:

- (a) Location of the warehouse where the goods are stored;

- (b) Date of the issue of the receipt;
- (c) Consecutive number of the receipt;
- (d) Statement whether the goods received will be delivered to the bearer, to a specified person, or to a specified person or order;
- (e) Amount up to which the goods covered by the receipt are insured, and the name of the insuring entity;
- (f) Rate of storage charges;
- (g) Description of the goods or of the packages containing them;
- (h) Signature of the warehouse operator, which may be made by an authorized agent;
- (i) Fact of ownership if the receipt is issued for goods of which the warehouse operator is owner, either solely, jointly, or in common with others; and
- (j) Statement of the amount of advances made and of liabilities incurred for which the warehouse operator claims a lien. If the precise amount of such advances made or of such liabilities incurred is, at the time of the issue of receipt, unknown to the warehouse operator or to the agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof is sufficient.

A warehouse operator shall be liable to any person injured thereby for all damages caused by the omission from a warehouse receipt of any of the terms herein required.

SECTION 6. *Permissible Insertions.* – A warehouse operator may insert in a receipt any other terms and conditions: *Provided*, That such terms and conditions shall not:

- (a) Be contrary to the provisions of this Act; or
- (b) In any way impair the obligation to exercise that degree of care in the safekeeping of the goods entrusted which a reasonably careful person would exercise in regard to similar goods one owns.

No provision shall be inserted in a negotiable receipt that it is non-negotiable. Such a provision, if inserted, shall be void.

SECTION 7. *Failure to Mark "Non-Negotiable" or "Not Negotiable"*. – Warehouse operator shall clearly indicate or mark on the face of a non-negotiable receipt that it is "non-negotiable" or "not negotiable". In the absence of such marking, the receipt shall be deemed negotiable.

This section shall not apply, however, to letters, memoranda, or written acknowledgment of an informal character.

CHAPTER II ELECTRONIC WAREHOUSE RECEIPTS REGISTRY

SECTION 8. *Electronic Warehouse Receipts Registry.* – The Securities and Exchange Commission (SEC) is hereby tasked with creating and maintaining a modern, online, centralized, and nationwide Registry where all electronic warehouse receipts can be registered and accessed, as well as rules and regulations pertaining specifically to

registration and cancellation of electronic warehouse receipts. The SEC is likewise authorized to engage the services of third parties in creating and maintaining the Registry

SECTION 9. *Local Sub-Registry.* – In addition to the Registry created and maintained by the SEC, all warehouses must establish and maintain a Sub-Registry specifically for goods deposited therein. Failure of a warehouse to keep a Sub Registry in the warehouse, as well as any fraud committed thereon, shall be grounds for the revocation of a warehouse's accreditation.

SECTION 10. *Transferability of Receipts.* – All warehouse receipts, regardless of what is stated upon their face, are transferable at the option of the holder.

SECTION 11. *Collateralization of Receipts.* – All warehouse receipts, regardless of what is stated upon their face, may be collateralized in accordance with Republic Act No. 11057, otherwise known as the Personal Property Security Act.

SECTION 12. *Guarantee on All Warehouse Receipts Securing Financial Obligations.* – Upon the establishment and operationalization of the Registry, the Philippine Guarantee Corporation (PhilGuarantee), in accordance with its consolidated mandate under Executive Order No. 58, Series of 2018, and to the extent allowed by the provisions of applicable laws, may provide guarantee on eligible loans secured by warehouse receipts or the goods evidenced thereby.

CHAPTER III ACCREDITATION

SECTION 13. *Role of the SEC.* – The SEC shall be the primary regulatory body in charge of all matters related to warehouse receipts, including accreditation of warehouse operators and warehouses. While the SEC may consult with Other regulatory bodies including the Department of Trade and Industry, the Department of Finance, and the Department of Agriculture, warehousing experts, and other organizations that are representatives of a particular sector, the SEC shall, at all times, be the lead agency in ensuring the successful implementation of this Act: *Provided*, That the regulatory bodies, warehousing experts, and other organization representative of a particular sector shall only be consulted on goods, crops, and practices they are familiar with.

SECTION 14. *Warehousing Experts.* – The SEC is authorized to issue rules and regulations in order to determine who shall qualify as warehousing experts. Warehousing experts must be persons knowledgeable and with actual experience in operating and maintaining warehouses in accordance with globally accepted best practices in warehousing.

SECTION 15. *Functions and Responsibilities of the SEC as Accrediting Agency.* – As the accrediting entity, the SEC shall have the following functions and responsibilities:

- (a) Institute and operationalize a system of accreditation for warehouse operators: *Provided*, That the criteria for accreditation shall include sound and measurable standards relating to the ability and capacity to handle the storage of goods and the maintenance of the Sub-Registry;
- (b) Issue a certificate of accreditation to qualified warehouse operators and warehouses upon determination that the requirements and criteria set for this purpose have been fully satisfied: *Provided*, That the certificate of accreditation shall be valid only for such period as may be prescribed under the implementing rules and regulations of this Act;

- (c) Monitor the performance of warehouse operators to ensure continuing compliance with the provisions of this Act and its implementing rules and regulations;
- (d) Suspend or revoke any certificate of accreditation upon due determination that a warehouse operator no longer meets the criteria for accreditation;
- (e) Require regular submission of reports by warehouse operators;
- (f) Collect reasonable accreditation and monitoring fees from warehouse operators which shall be used for operational requirements;
- (g) Submit an annual report to the President of the Philippines and the concerned committees of both Houses of Congress of the Philippines; and
- (h) Perform such other functions as may be necessary to accomplish the purposes and objectives of this Act in relation to warehouse operators and warehouses.

SECTION 16. Accreditation of Warehouse Operators. – All warehouse operators issuing warehouse receipts to be used for purposes other than mere storage and facilitation of logistics are hereby required to seek the accreditation of the SECTION The SEC shall create rules and regulations to facilitate the accreditation of warehouse operators. All warehouse operators who are not accredited with the SEC are prohibited from issuing warehouse receipts.

SECTION 17. Screening Process for Warehouse Operators. – To ensure the credibility and integrity of warehouse operators, the SEC is hereby authorized to create a screening process for warehouse operators, which may include the administration of written examinations. The SEC shall coordinate with other governmental bodies in order to create a viable screening process for warehouse operators.

SECTION 18. Warehouse Operator's Bond. – Prior to the operation of the warehouse, a warehouse operator must post a bond to answer for any liabilities the warehouse operator may have in the operation of the warehouse during the effectivity of its accreditation. The SEC is hereby ordered and authorized to come up with rules and regulations concerning the warehouse operator's bond.

SECTION 19. Mandatory Insurance. – A warehouse operator shall produce insurance coverage for his, her, or its business and the warehouse or warehouses the warehouse operator shall operate. No warehouse operator shall be accredited by the SEC unless the warehouse operator is able to comply with this requirement. The SEC shall issue the appropriate guidelines for the mandatory insurance coverage requirement, which shall include the minimum insurance requirements for warehouses and warehouse operators: *Provided*, That the minimum insurance requirements are in accordance with globally accepted best practices for warehouse and warehouse operators.

SECTION 20. Effect of Lapse or Absence of Insurance. – The SEC may revoke the accreditation of any warehouse operator that is found to be operating without appropriate insurance coverage or with lapsed insurance policy, or whose warehouses are found to be operating without a current insurance coverage.

CHAPTER IV OBLIGATIONS AND RIGHTS OF WAREHOUSE OPERATORS UPON THEIR RECEIPTS

SECTION 21. Obligation of a Warehouse Operator to Deliver Goods. – A warehouse

operator, in the absence of a lawful defense provided by this Act, is bound to deliver the goods upon a demand made either by the holder of a receipt for the goods or by the depositor if such demand is accompanied with:

- (a) An offer to satisfy the warehouse operator's lien, if applicable;
- (b) A written offer to surrender control of the receipt and perform all actions necessary to surrender said control; and
- (c) A readiness and willingness to sign an acknowledgement that the goods have been delivered, if such signature is requested by the warehouse operator.

In case the warehouse operator refuses or fails to deliver the goods in compliance with a demand by the holder or depositor, the burden shall be upon the warehouse operator to establish the existence of a lawful defense for such refusal.

SECTION 22. *Justification of Warehouse Operator in Delivering Goods.* – A warehouse operator is justified in delivering the goods to one who is:

- (a) The person lawfully entitled to the possession of the goods, or one's agent;
- (b) A person who is either entitled to delivery by the terms of a non-negotiable receipt issued for the goods, or who has written authority from the person so entitled; or
- (c) A person in control of a negotiable receipt by the terms of which the goods are deliverable, indorsed to, or in blank by the person to whom delivery was promised by the terms of the receipt or by the immediate indorser.

SECTION 23. *Warehouse Operator's Liability for Misdelivery of Goods.* – Where a warehouse operator delivers the goods to one who is not lawfully entitled to the possession of them, the warehouse operator shall be liable to all persons having a right of the property or possession of the goods, unless the warehouse operator had: (a) been requested by, or on behalf of the person lawfully entitled to a right of property or possession of goods, not to make such delivery; or (b) received verified information that the delivery about to be made was to one who is not lawfully entitled to the possession of the goods.

SECTION 24. *Negotiable Receipt Must be Cancelled for Complete Delivery of Goods.* – Except as otherwise provided in this Act, a warehouse operator must cancel a negotiable receipt once the goods are completely delivered. Failing to do so, the warehouse operator shall be liable to any person who purchases in good faith such receipt for failure to deliver the goods to the purchaser, whether the purchaser acquired title to the receipt before or after the delivery of the goods by the warehouse operator.

SECTION 25. *Negotiable Receipts Must be Marked for Partial Delivery of Goods.* – Except as otherwise provided in this Act, a warehouse operator must mark a negotiable receipt when only a part of goods are delivered. Failing to do so, the warehouse operator shall be liable to anyone who purchases in good faith such receipt, whether such purchaser acquired title to the receipt before or after the delivery of any portion of the goods by the warehouse operator.

SECTION 26. *Altered Receipts.* – The alteration of a receipt shall not excuse the warehouse operator who issued it from any liability if such alteration was:

- (a) Immaterial;

- (b) Authorized; or
- (c) Made without fraudulent intent.

If the alteration was authorized, the warehouse operator shall be liable according to the terms of the receipt as altered. If the alteration was unauthorized but made without fraudulent intent, the warehouse operator shall be liable according to the terms of the receipt as they were before alteration.

Material and fraudulent alteration of a receipt shall not excuse the warehouse operator who issued it from liability to deliver, according to the terms of the receipt as originally issued, the goods for which it was issued: *Provided, however*, That the warehouse operator shall be excused from any other liability.

SECTION 27. *Warehouse Operator Cannot Have Title or Right to the Possession of Goods.* – A warehouse operator shall have no title or right to the possession of goods, unless such title or right is derived directly or indirectly from a transfer made by the depositor at the time of, or subsequent to, the deposit for storage, or from the warehouse operator's lien. A warehouse operator cannot be excused from liability for refusing to deliver the goods according to the terms of the receipt.

SECTION 28. *Interpleader of Adverse Claimants.* – If more than one person claims the title or possession of the goods, the warehouse operator may, either as a defense to an action brought against him, her, or it for non-delivery of the goods or as an original suit, whichever is appropriate, require all known claimants to interplead.

SECTION 29. *Warehouse Operator Has Reasonable Time to Determine Validity of Claims.* – If a person other than the depositor or person claiming under him, her, or it has a claim to the title or possession of goods, and the warehouse operator has information of such claim, the warehouse operator shall be excused from liability for refusing to deliver the goods, either to the depositor or person claiming under him, her, or it to the adverse claimant until the warehouse operator has had a reasonable time to ascertain the validity of the adverse claim or to bring legal proceedings to compel claimants to interplead.

SECTION 30. *Adverse Title is No Defense Except as Provided in This Act.* – Except as provided in this Act, no right or title of a third person shall be a defense to an action brought by the depositor or person claiming under him, her, or it against the warehouse operator for failure to deliver the goods according to the terms of the receipt.

SECTION 31. *Liability for Nonexistence or Misdescription of Goods* – A warehouse operator shall be liable to the holder of a receipt for damages caused by the nonexistence of the goods or by the failure of the goods to correspond with the description thereof in the receipt at the time of its issue. If, however, the goods are described in a receipt merely by a statement of marks or labels upon them or upon packages containing them or by a statement that the goods are said to be goods of a certain kind or that the packages containing the goods are said to contain goods of a certain kind or by words of like purport, such statements, if true, shall not make liable the warehouse operator issuing the receipt, although the goods are not of the kind which the marks or labels upon them indicate or of the kind they were said to be by the depositor.

SECTION 32. *Liability for Care of Goods.* – A warehouse operator shall be liable for any loss or injury to the goods caused by his, her or its failure to exercise such care in regard to them as reasonably vigilant owner of similar goods would exercise, but the warehouse operator shall not be liable, in the absence of an agreement to the contrary, for any loss or injury to the goods which could not have been avoided by the exercise of such care.

SECTION 33. *Goods Must be Kept Separate.* – Except as provided in the following section, a warehouse operator shall keep the goods so far separate from goods of other depositors and from other goods of the same depositor for which a separate receipt has been issued, as to permit at all times the identification and redelivery of the goods deposited.

SECTION 34. *Fungible Goods May Be Commingled if Warehouse Operator Authorized.* – If authorized by agreement or by custom, a warehouse operator may mingle fungible goods with other goods of the same kind and grade. In such case, the various depositors of the mingled goods shall own the entire mass in common and each depositor shall be entitled to such portion thereof as the amount deposited by him, her or it bears to the whole.

SECTION 35. *Liability of Warehouse Operator to Depositors of Commingled Goods.* – The warehouse operator shall be severally liable to each depositor for the care and redelivery of his, her or its share of such mass to the same extent and under the same circumstances as if the goods had been kept separate.

SECTION 36. *Attachment or Levy upon Goods for which a Negotiable Receipt Has Been Issued.* – If goods are delivered to a warehouse operator by the owner or by a person whose act in conveying the title to them to a purchaser in good faith for value would bind the owner, and a negotiable receipt is issued for them, they cannot thereafter, while in the possession of the warehouse operator, be attached by garnishment or otherwise, or be levied upon under an execution unless the receipt be first surrendered to the warehouse operator or its negotiation enjoined. The warehouse operator shall, in no case, be compelled to deliver the actual possession of the goods until the receipt is surrendered to the warehouse operator or impounded by the court.

SECTION 37. *Creditor's Remedies to Reach Negotiable Receipts.* – A creditor whose debtor is the owner of a negotiable receipt shall be entitled to such aid from courts of appropriate jurisdiction, by injunction and otherwise, in attaching such receipt or in satisfying the claim by means thereof as is allowed by law or in equity within the jurisdiction of the Philippines in regard to property which cannot readily be attached or levied upon by ordinary legal process.

SECTION 38. *What Claims Are Included in the Warehouse Operator's Lien.* – Subject to the provisions of this Act, a warehouse operator shall have a lien on goods deposited or on the proceeds thereof in his, her or its hand; for all lawful charges for storage and preservation of the goods; for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, cooping and other charges and expenses in relation to such goods; for all reasonable charges and expenses for notice, and advertisements of sale; and for sale of the goods where default had been made in satisfying the warehouse operator's lien.

SECTION 39. *Against What Property the Warehouse Operator's Lien May be Enforced.* – Subject to the provisions of this Act, a warehouse operator's lien may be enforced:

- (a) Against all goods, whenever deposited, belonging to the person who is liable as debtor for the claims in regard to which the lien is asserted; and
- (b) Against all goods belonging to others which have been deposited at any time by the person who is liable as debtor for the claims in regard to which the lien is asserted if such person had been so entrusted with the possession of goods that a pledge of the same by him, her or it at the time of the deposit to one who took the goods in good faith for value would have been valid.

SECTION 40. *How Warehouse Operator's Lien May be Lost.* – A warehouse operator loses

his, her or its lien upon goods:

- (a) By surrendering possession thereof; or
- (b) By refusing to deliver the goods when a demand is made with which the warehouse operator is bound to comply under the provisions of this Act.

SECTION 41. *Negotiable Receipts Must State Charges for Which the Lien is Claimed.* – If a negotiable receipt is issued for goods, the warehouse operator shall have no lien thereon except for charges for storage of goods subsequent to the date of the receipt unless the receipt expressly enumerated other charges for which a lien is claimed. In such case, there shall be a lien for the charges enumerated so far as they are within the terms of Section 25 although the amount of the charges so numerated is not stated in the receipt.

SECTION 42. *Warehouse Operator Need Not Deliver until Lien is Satisfied.* – A warehouse operator having a lien valid against the person demanding the goods may refuse to deliver the goods to him, her or it until the lien is satisfied.

SECTION 43. *Warehouse Operator's Lien Does Not Preclude Other Remedies.* – Whether a warehouse operator has or has not a lien upon the goods, the warehouse operator is entitled to all remedies allowed by law to a creditor against a debtor for the collection from the depositor of all charges and advances which the depositor has expressly or impliedly contracted with the warehouseman to pay.

SECTION 44. *Satisfaction of Lien by Sale.* – A warehouse operator's lien for a claim which has become due may be satisfied as follows:

- (a) An itemized statement of the warehouse operator's claim, showing the sum due at the time of the notice and the date or dates when it becomes due;
- (b) A brief description of the goods against which the lien exists;
- (c) A demand that the amount of the claim as stated in the notice of such further claim as shall accrue, shall be paid on or before a day mentioned, not less than ten (10) days from the delivery of the notice if it is personally delivered, or from the time when the notice shall reach its destination, according to the due course of post, if the notice is sent by mail; and
- (d) A statement that unless the claim is paid within the time specified, the goods will be advertised for sale and sold by auction at a specified time and place.

In accordance with the terms of a notice so given, a sale of the goods by auction may be had to satisfy any valid claim of the warehouse operator for which the warehouse operator has a lien on the goods. The sale shall be had in the place where the lien was acquired, or, if such place is manifestly unsuitable for the purpose of the claim specified in the notice to the depositor has elapsed, and advertisement of the sale, describing the goods to be sold, and stating the name of the owner or person on whose account the goods are held, and the time and place of the sale, shall be published once a week for two (2) consecutive weeks in a newspaper published in the place where such sale is to be held. The sale shall not be held less than fifteen (15) days from the time of the first publication. If there is no newspaper published in such place, the advertisement shall be posted at least ten (10) days before such sale in not less than six (6) conspicuous places therein.

From the proceeds of such sale, the warehouse operator shall satisfy his, her or its lien including the reasonable charges of notice, advertisement and sale. The balance, if any,

of such proceeds shall be held by the warehouse operator and delivered on demand to the person to whom the warehouse operator would have been bound to deliver or justified in delivering goods.

At any time before the goods are so sold, any person claiming a right of property or possession therein may pay the warehouse operator the amount necessary to satisfy his, her or its lien and to pay the reasonable expenses and liabilities incurred in serving notices and advertising and preparing for the sale up to the time of such payment. The warehouse operator shall deliver the goods to the person making payment if the warehouse operator is a person entitled, under the provisions of this Act, to the possession of the goods on payment of charges thereon. Otherwise, the warehouse operator shall retain the possession of the goods according to the terms of the original contract of deposit.

SECTION 45. *Perishable and Hazardous Goods.* – If goods are of a perishable nature, or by keeping will deteriorate greatly in value, or, by their order, leakage, inflammability, or explosive nature, will be liable to injure other property, the warehouse operator may give such notice to the owner or to the person in whose names the goods are stored, as is reasonable and possible under the circumstances, to satisfy the lien upon such goods and to remove them from the warehouse and in the event of the failure of such person to satisfy the lien and to receive the goods within the time so specified, the warehouse operator may sell the goods at public or private sale without advertising. If the warehouse operator, after a reasonable effort, is unable to sell such goods, the warehouse operator may dispose of them in any lawful manner and shall incur no liability by reason thereof.

The proceeds of any sale made under the terms of this section shall be disposed of in the same way as the proceeds of sales made under the terms of the preceding section.

SECTION 46. *Other Methods of Enforcing Lien.* – The remedy for enforcing a lien herein provided does not preclude any other remedies allowed by law for the enforcement of a lien against personal property nor bar the right to recover so much of the warehouse operator's claim as shall not be paid by the proceeds of the sale of the property.

SECTION 47. *Effect of Sale.* – After goods have been lawfully sold to satisfy a warehouse operator's lien, or have been lawfully sold or disposed of because of their perishable or hazardous nature, the warehouse operator shall not thereafter be liable for failure to deliver the goods to the depositor or owner of the goods or to a holder of the receipt given for the goods when they were deposited, even if such receipt be negotiable.

CHAPTER V NEGOTIATION AND TRANSFER OF RECEIPTS

SECTION 48. *Negotiation of Negotiable Receipt by Indorsement.* - A negotiable receipt may be negotiated by the indorsement of the person to whose order the goods are, by the terms of the receipt, deliverable. Such indorsement may be in blank, to bearer or to a specified person. If indorsed to a specified person, it may be again negotiated by the indorsement of such person in blank, to bearer or to another specified person. Subsequent negotiation may be made in like manner.

SECTION 49. *Transfer of Receipt.* – A receipt may be transferred by the holder to a purchaser or donee.

A non-negotiable receipt cannot be negotiated, and the indorsement of such a receipt gives the transferee no additional right.

SECTION 50. *Who May Negotiate a Receipt.* – A negotiable receipt may be negotiated:

- (a) By the owner thereof; or
- (b) By any person to whom the constructive possession of the receipt has been entrusted by the owner, if, by the terms of the receipt, the warehouse operator undertakes to deliver the goods to the order of the person to whom the constructive possession of the receipt has been entrusted.

SECTION 51. *Rights of a Person to Whom a Receipt Has Been Negotiated.* – A person to whom a negotiable receipt has been duly negotiated acquires thereby:

- (a) Such title to the goods as the person negotiating the receipt to him, her or it had or had ability to convey to a purchaser in good faith for value, and also such title to the goods as the depositor or person to whose order the goods were to be delivered by the terms of the receipt had or had ability to convey to a purchaser in good faith for value; and
- (b) The direct obligation of the warehouse operator to hold possession of the goods for him, her or it according to the terms of the receipt as fully as if the warehouse operator contracted directly with him, her or it.

SECTION 52. *Rights of Person to Whom Receipt Has Been Transferred.* – A person to whom a receipt has been transferred but not negotiated acquires thereby, as against the transferor, the title of the goods subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable, such person also acquires the right to notify the warehouse operator of the transfer to him, her or it of such receipt and thereby to acquire the direct obligation of the warehouse operator to hold possession of the goods for him, her or it according to the terms of the receipt.

Prior to the notification of the warehouse operator by the transferor or transferee of a non-negotiable receipt, the title of the transferee to the goods and the right to acquire the obligation of the warehouse operator may be defeated by the levy of an attachment or execution upon the goods by a creditor of the transferor or by a notification to the warehouse operator by the transferor or a subsequent purchaser from the transferor of a subsequent sale of the goods by the transferor.

SECTION 53. *Transfer of Negotiable Receipt Without Indorsement.* – Where a negotiable receipt is transferred for value and the indorsement of the transferor is essential for negotiation, the transferee acquires a right against the transferor to compel him, her or it to indorse the receipt unless a contrary intention appears. The negotiation shall take effect as of the time when the indorsement is actually made.

SECTION 54. *Warranties of a Sale of Receipt.* – A person who, for value, negotiates or transfers a receipt by indorsement or delivery, including one who assigns for value a claim secured by a receipt, unless a contrary intention appears, warrants:

- (a) That the receipt is genuine;
- (b) That the person has a legal right to negotiate or transfer it;
- (c) That the person has knowledge of no fact which would impair the validity or worth of the receipt; and
- (d) That the person has a right to transfer the title to the goods and that the goods are

merchtable or fit for a particular purpose whenever such warranties would have been implied, if the contract of the parties had been to transfer without a receipt of the goods represented thereby.

SECTION 55. *Indorser not Guarantor.* – The indorsement of a receipt shall not make the indorser liable for any failure on the part of the warehouseman or previous indorsers of the receipt to fulfill their respective obligations.

SECTION 56. *No Warranty Implied from Accepting Payment of a Debt.* – A mortgagee, pledgee, or holder for security of a receipt who, in good faith, demands or receives payment of the debt for which such receipt is security, whether from a party to a draft drawn for such debt or from any other person, shall not, by so doing, be deemed to represent or to warrant the genuineness of such receipt or the quantity or quality of the goods therein described.

SECTION 57. *When Negotiation Not Impaired by Fraud, Mistake, or Duress.* – The validity of the negotiation of a receipt is not impaired by the fact that such negotiation was a breach of duty on the part of the person making the negotiation or by the fact that the owner of the receipt was induced by fraud, mistake or duress or to entrust the constructive possession of the receipt to such person, if the person to whom the receipt was negotiated or a person to whom the receipt was subsequently negotiated paid value therefor, without notice of the breach of duty, or fraud, mistake or duress.

SECTION 58. *Subsequent Negotiation.* – Where a person having sold, mortgaged, or pledged goods which are in warehouse and for which a negotiable receipt has been issued, or having sold, mortgaged, or pledged the negotiable receipt representing such goods, continues in constructive possession of the negotiable receipt, the subsequent negotiation thereof by the person under any sale or other disposition thereof to any person receiving the same in good faith, for value and without notice of the previous sale, mortgage or pledge, shall have the same effect as if the first purchaser of the goods or receipt had expressly authorized the subsequent negotiation.

SECTION 59. *Negotiation Defeats Vendor's Lien.* – Where a negotiable receipt has been issued for goods, no seller's lien or right of stoppage in *transitu* shall defeat the rights of any purchaser for value in good faith to whom such receipt has been negotiated, whether such negotiation be prior or subsequent to the notification to the warehouse operator who issued such receipt of the seller's claim to a lien or right of stoppage in *transitu*. Nor shall the warehouse operator be obliged to deliver or justified in delivering the goods to an unpaid seller unless the receipt is first surrendered for cancellation.

CHAPTER VI CRIMINAL OFFENSES

SECTION 60. *Issuance of Receipt for Goods Not Received.* – A warehouse operator or his, her or its agent, officer, or employee who issues or aids in the issuance of a warehouse receipt, knowing that the goods mentioned therein are not actually in his, her or its custody, shall be punished by imprisonment of ten (10) years, or a fine equal to triple the value of the goods involved, or both, at the discretion of the court, and the accreditation Of the warehouse operator shall likewise be revoked.

SECTION 61. *Issuance of Receipt Containing False Statement.* – A warehouse operator or his, her or its agent, officer, or employee who fraudulently issues or aids in fraudulent issuance of a warehouse receipt for goods, knowing that it contains a false statement, shall be punished by imprisonment of ten (10) years, or a fine equal to triple the value of the goods involved, or both, at the discretion of the court, and the accreditation of the warehouse operator shall likewise be revoked.

SECTION 62. *Creation of Fraudulent Duplicate Receipt.* – A warehouse operator or his, her or its agent, officer, or employee who issues or aids in issuing a second electronic warehouse receipt for goods, knowing that there is an existing prior electronic warehouse receipt for the same goods or any part of them, shall be punished by imprisonment of ten (10) years, or a fine equal to triple the value of the goods involved, or both, at the discretion of the court, and the accreditation of the warehouse operator shall likewise be revoked. This provision shall not be applicable if the issuance of a subsequent warehouse receipt was made on the basis of an order issued by a court of competent jurisdiction.

SECTION 63. *Issue for Warehouse Operator's Goods or Receipts Which Do Not State That Fact.* – Where goods are deposited with or held by a warehouse operator of which the warehouse operator is owner, either solely or jointly or in common with others, such warehouse operator, or any of his, her or its agents, officers, or employees who, knowing this ownership, issues or aids in issuing a negotiable receipt for such goods which does not state such ownership, shall be punished by imprisonment of ten (10) years, or a fine equal to triple the value of the goods involved, or both, at the discretion of the court, and the accreditation of the warehouse operator shall likewise be revoked.

SECTION 64. *Delivery of Goods Without Obtaining Negotiable Receipt.* – A warehouse operator or his, her or its agent, officer, or employee that delivers goods out of the possession of such warehouse operator, knowing that a negotiable receipt, the negotiation of which would transfer the right to the possession of such goods is outstanding and uncanceled, without obtaining the constructive possession of such receipt at or before the time of such delivery, except as otherwise authorized in this Act, shall be punished by imprisonment of ten (10) years, or a fine equal to triple the value of the goods involved, or both, at the discretion of the court, and the accreditation of the warehouse operator shall likewise be revoked.

SECTION 65. *Negotiation of Receipt for Mortgaged Goods.* – Any person who deposits goods which the person has no title, or upon which there is a lien or mortgage, and who takes for such goods a negotiable receipt which was afterwards negotiated for value with intent to deceive and without disclosing the want of title or the existence of the lien or mortgage, shall be punished by imprisonment of ten (10) years, or a fine equal to triple the value of the goods involved, or both, at the discretion of the court.

SECTION 66. *Unlawful Release of Goods Covered by Warehouse Receipt.* – A warehouse operator or his, her or its agent, officer, or employee that releases, without any legal basis, any goods covered by an electronic warehouse receipt shall be punished by imprisonment of ten (10) years, or a fine equal to triple the value of the goods involved, or both, at the discretion of the court, and the accreditation of the warehouse operator shall likewise be revoked.

CHAPTER VII FINAL PROVISIONS

SECTION 67. *Inter-Connected Registry Information.* – Where feasible, the SEC shall coordinate with other government agencies in order to link up the Registry provided under this Act with other registries.

SECTION 68. *Public Information.* – All entries in the Registry of electronic warehouse receipts shall be available to the public. Likewise, the list of accredited warehouse operators, as well as the list of warehouse operators whose accreditation have been revoked, shall be available to the public. The SEC shall formulate the guidelines to facilitate the orderly and expedient access to such information by the public, in accordance with existing standards under Philippine laws.

SECTION 69. *Dispute Resolution.* – Except in cases specifically placed under the jurisdiction of the SEC under this Act, as well as cases where the electronic warehouse receipt includes a valid arbitration clause, all actions arising from this Act shall fall under the jurisdiction of the Regional Trial Courts.

SECTION 70. *Appropriations.* – The initial funding for the implementation of this Act shall be charged against the current operating budget of the SECTION Thereafter, the amount necessary for its continued implementation shall be included in the annual operating budget of the SECTION

SECTION 71. *Implementing Rules and Regulations.* – Within ninety (90) days after the effectivity of this Act, the SEC shall promulgate rules and regulations for the implementation of this Act.

SECTION 72. *Cases Not Provided For in this Act.* – Any case not provided for in this Act shall be governed by the provisions of existing legislation, or in default thereof, by the established rules of commerce.

SECTION 73. *Application of this Act.* – The provisions of this Act do not apply to receipts made and delivered prior to the taking effect hereof.

SECTION 74. *Separability Clause.* – If any provision of this Act is declared invalid or unconstitutional, the other provisions hereof which are not affected thereby shall continue to be in full force and effect.

SECTION 75. *Repealing Clause.* – Act No. 2137, otherwise known as the Warehouse Receipts Law, is hereby repealed. Any law, presidential decree or issuance, executive order, letter of instruction, administrative order, rule or regulation contrary to or inconsistent with any provision of this Act is hereby repealed or modified accordingly.

SECTION 76. *Effectivity.* – This Act shall take effect fifteen (15) days after its publication in the *Official Gazette* or in a newspaper of general circulation.

Approved,