

CHAPTER 119.

UNIFORM WAREHOUSE RECEIPTS ACT.

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Cross Reference: For definitions for 119.01 to 119.63, see 119.62.

119.01 Warehouse receipts; issuing. Warehouse receipts may be issued by any warehouseman.

119.02 Form; essential terms; warehouseman's liability. (1) Warehouse receipts need not be in any particular form, but every such receipt must embody within its written or printed terms:

- (a) The location of the warehouse where the goods are stored.
- (b) The date of issue of the receipt.
- (c) The consecutive number of the receipt.
- (d) A statement whether the goods received will be delivered to the bearer, to a specified person, or to a specified person or his order.

- (e) The rate of storage charges.
- (f) A description of the goods or of the packages containing them.
- (g) The signature of the warehouseman, which may be made by his authorized agent.
- (h) If the receipt is issued for goods of which the warehouseman is owner, either solely or jointly or in common with others, the fact of such ownership, and
- (i) A statement of the amount of advances made and of liabilities incurred for which the warehouseman claims a lien. If the precise amount of such advances made or of such liabilities incurred is, at the time of the issue of the receipt, unknown to the warehouseman or to his agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof is sufficient.

(2) A warehouseman shall be liable to any person injured thereby, for all damage caused by the omission from a negotiable receipt of any of the terms herein required.

119.03 Register; how kept. Every warehouseman shall keep in the office in which the business of the warehouse is transacted a register in which shall be entered all the facts with reference to each receipt issued, as required by section 119.02. When the warehouseman shall cease to be responsible for the delivery of the property described in the receipt, the fact and date of the delivery of the property and such other facts as may terminate liability on such receipt, shall be entered on such register in connection with the original entry of such receipt. Such register shall be open to the inspection of the owner or holder of any such receipt, or of any person who shall present the same at the office of the warehouseman. The warehouseman shall be responsible to any person relying on such entries in good faith for any loss or damage which he may sustain through any failure to make the entries herein required.

119.04 Receipts; form; what terms may be inserted. A warehouseman may insert in a receipt, issued by him, any other terms and conditions; provided, that such terms and conditions shall not:

- (1) Be contrary to the provisions of this chapter.
- (2) In any wise impair his obligation to exercise that degree of care in the safe-keeping of the goods intrusted to him which a reasonably careful man would exercise in regard to similar goods of his own.

119.05 Nonnegotiable receipt defined. A receipt in which it is stated that the goods received will be delivered to the depositor, or to any other specified person, is a nonnegotiable receipt.

119.06 Negotiable receipt defined. 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 is a negotiable receipt. No provision shall be inserted in a negotiable receipt that it is nonnegotiable. Such provision, if inserted, shall be void.

119.07 Duplicate, must be so marked. When more than one negotiable receipt is issued for the same goods, the word "duplicate" shall be plainly placed upon the face of every such receipt, except the one first issued. A warehouseman shall be liable for all damage caused by his failure so to do to any one who purchased the subsequent receipt for value supposing it to be an original, even though the purchase be after the delivery of the goods by the warehouseman to the holder of the original receipt.

119.08 Nonnegotiable, how marked. A nonnegotiable receipt shall have plainly placed upon its face by the warehouseman issuing it "nonnegotiable" or "not negotiable." In case of the warehouseman's failure so to do, a holder of the receipt who purchased it for value supposing it to be negotiable, may, at his option, treat such receipt as imposing upon the warehouseman the same liabilities he would have incurred had the receipt been negotiable. This section shall not apply, however, to letters, memoranda, or written acknowledgments of an informal character.

119.09 Delivery of goods; duty of warehouseman; liability. (1) A warehouseman, in the absence of some lawful excuse provided by this chapter, 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 warehouseman's lien;
- (b) An offer to surrender the receipt if negotiable, with such indorsements as would be necessary for the negotiation of the receipts, and
- (c) A readiness and willingness to sign, when the goods are delivered, an acknowledgment that they have been delivered, if such signature is requested by the warehouseman.

(2) In case the warehouseman refuses or fails to deliver the goods in compliance with a demand by the holder or depositor so accompanied, the burden shall be upon the warehouseman to establish the existence of a lawful excuse for such refusal.

119.10 Justification for delivery. A warehouseman is justified in delivering the goods, subject to the provisions of the three following sections, to one who is:

- (1) The person lawfully entitled to the possession of the goods, or his agent;
- (2) A person who is either himself entitled to delivery by the terms of a nonnegotiable receipt issued for the goods, or who has written authority from the person so entitled either indorsed upon the receipt or written upon another paper, or
- (3) A person in possession of a negotiable receipt by the terms of which the goods are deliverable to him or order or to bearer, or which has been indorsed to him or in blank by the person to whom delivery was promised by the terms of the receipt or by his mediate or immediate indorsee.

119.11 Misdelivery; warehouseman's liability. Where a warehouseman delivers the goods to one who is not in fact lawfully entitled to the possession of them, the warehouseman shall be liable as for conversion to all having a right of property or possession in the goods if he delivered the goods otherwise than as authorized by subdivisions (2) and (3) of the preceding section and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either:

- (1) Been requested, by or on behalf of the person lawfully entitled to a right of property or possession in the goods, not to make such delivery, or
- (2) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

119.12 Negotiable receipts; cancellation when goods delivered. Except as provided in section 119.37, where a warehouseman delivers goods for which he had issued a negotiable receipt, the negotiation of which would transfer the right to the possession of the goods, and fails to take up and cancel the receipt, he shall be liable to any one who purchases for value in good faith such receipt, for failure to deliver the goods to him, whether such purchaser acquired title to the receipt before or after the delivery of the goods by the warehouseman.

119.13 Cancellation, when part of goods delivered. Except as provided in section 119.37, where a warehouseman delivers part of the goods for which he had issued a negotiable receipt and fails either to take up and cancel such receipt, or to place plainly upon it a statement of what goods or packages have been delivered, he shall be liable to any one who purchases for value in good faith such receipt, for failure to deliver all the goods specified in the receipt, whether such purchaser acquired title to the receipt before or after the delivery of any portion of the goods by the warehouseman.

119.14 Altered receipts. (1) The alteration of a receipt shall not excuse the warehouseman who issued it from any liability if such alteration was:

- (a) Immaterial,
- (b) Authorized, or
- (c) Made without fraudulent intent.

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

(3) Material and fraudulent alteration of a receipt shall not excuse the warehouseman who issued it from liability to deliver, according to the terms of the receipt as originally issued, the goods for which it was issued, but shall excuse him from any other liability to the person who made the alteration and to any person who took with notice of the alteration. Any purchaser of the receipt for value without notice of the alteration shall acquire the same rights against the warehouseman which such purchaser would have acquired if the receipt had not been altered at the time of the purchase.

119.15 Lost or destroyed. (1) Where a negotiable receipt has been lost or destroyed, a court of competent jurisdiction may order the delivery of the goods upon satisfactory proof of such loss or destruction and upon the giving of a bond with sufficient sureties to be approved by the court to protect the warehouseman from any liability or expense, which he or any person injured by such delivery may incur by reason of the original receipt remaining outstanding. The court may also in its discretion order the payment of the warehouseman's reasonable costs and counsel fees.

(2) The delivery of the goods under an order of the court as provided in this section shall not relieve the warehouseman from liability to a person to whom the negotiable receipt has been or shall be negotiated for value without notice of the proceedings or of the delivery of the goods.

119.16 Duplicate receipts; effect of. A receipt upon the face of which the word "duplicate" is plainly placed is a representation and warranty by the warehouseman that such receipt is an accurate copy of an original receipt properly issued and uncanceled at the date of the issue of the duplicate, but shall impose upon him no other liability.

119.17 Warehouseman cannot set up title in himself. No title or right to the possession of the goods, on the part of the warehouseman, 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 warehouseman's lien, shall excuse the warehouseman from liability for refusing to deliver the goods according to the terms of the receipt.

119.18 Interpleader of adverse claimants. If more than one person claim the title or possession of the goods, the warehouseman may, either as a defense to an action brought against him for nondelivery of the goods, or as an original suit, whichever is appropriate, require all known claimants to interplead.

119.19 Reasonable time for determining validity of claims. If some one other than the depositor or person claiming under him has a claim to the title or possession of the goods, and the warehouseman has information of such claim, the warehouseman shall be excused from liability for refusing to deliver the goods, either to the depositor or person claiming under him or to the adverse claimant, until the warehouseman has had a reasonable time to ascertain the validity of the adverse claim or to bring legal proceedings to compel all claimants to interplead.

119.20 Adverse title; no defense; except. Except as provided in the two preceding sections and in sections 119.10 and 119.37, no right or title of a third person shall be a defense to an action brought by the depositor or person claiming under him against the warehouseman for failure to deliver the goods according to the terms of the receipt.

119.21 Nonexistence or misdescription of goods; liability. A warehouseman shall be liable to the holder of a receipt issued by him or on his behalf by an agent or employe, the scope of whose actual or apparent authority includes the issuing of warehouse receipts, 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 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 warehouseman 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.

119.22 Care of goods; liability. A warehouseman shall be liable for any loss or injury to the goods caused by his failure to exercise such care in regard to them as a reasonably careful owner of similar goods would exercise, but he 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.

119.23 Goods; kept separate; except. Except as provided in the following section, a warehouseman 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.

119.24 Fungible goods; commingling; authorization. If authorized by agreement or by custom, a warehouseman 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 bears to the whole.

119.25 Commingled goods; liability. The warehouseman shall be severally liable to each depositor for the care and redelivery of his share of such mass to the same extent and under the same circumstances as if the goods had been kept separate.

119.26 Damages; failure to comply. Whenever the failure or neglect of any warehouseman to comply with any provision of this chapter shall cause loss or damage to any person, such warehouseman shall be liable to respond in damages to such person to the extent of the actual damages sustained by him on account of such failure or neglect.

119.27 Attachment; goods for which negotiable receipt issued. If goods are delivered to a warehouseman 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 warehouseman, be attached by garnishment or otherwise, or be levied upon under an execution, unless the receipt be first surrendered to the warehouseman, or its negotiation enjoined. The warehouseman shall in no case be compelled to deliver up the actual possession of the goods until the receipt is surrendered to him or impounded by the court.

119.28 Creditors' 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 at law or in equity, in regard to property which cannot readily be attached or levied upon by ordinary legal process.

119.29 Warehouseman's lien; claims included. Subject to the provisions of section 119.32, a warehouseman shall have a lien on goods deposited or on the proceeds thereof in his hands, for all lawful charges for storage and preservation of the goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, cooperating, and other charges and expenses in relation to such goods; also for all reasonable charges and expenses for notice, and advertisements of sale, and for sale of the goods where default has been made in satisfying the warehouseman's lien.

119.30 Warehouseman's lien; property subject to. Subject to the provisions of section 119.31, a warehouseman's lien may be enforced:

(1) 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

(2) 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 the goods that a pledge of the same by him at the time of the deposit to one who took the goods in good faith for value would have been valid.

119.31 Lien; how lost. A warehouseman loses his lien upon goods:

(1) By surrendering possession thereof, or

(2) By refusing to deliver the goods when a demand is made with which he is bound to comply under the provisions of this chapter.

119.32 Negotiable receipt; must state charge for which lien is claimed. If a negotiable receipt is issued for goods, the warehouseman shall have no lien thereon, except for charges for storage of those goods subsequent to the date of the receipt, unless the receipt expressly enumerates 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 119.29, although the amount of the charges so enumerated is not stated in the receipt.

119.33 Lien; satisfaction; delivery of goods. A warehouseman having a lien valid against the person demanding the goods may refuse to deliver the goods to him until the lien is satisfied.

119.34 Lien; other remedies. Whether a warehouseman has or has not a lien upon the goods, he is entitled to all remedies allowed by law to a creditor against his 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.

119.35 Lien; satisfaction; sale; notice; publication. (1) A warehouseman's lien for a claim which has become due may be satisfied as follows:

The warehouseman shall give a written notice to the person on whose account the goods are held, and to any other person known by the warehouseman to claim an interest in the goods. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the person to be notified. The notice shall contain:

(a) An itemized statement of the warehouseman's claim, showing the sum due at the time of the notice and the date or dates when it became 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, and of such further claim as shall accrue, shall be paid on or before a day mentioned, not less than ten days from the delivery of the notice if it is personally delivered, or from the time when the notice should 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.

(2) 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 warehouseman for which he 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, at the nearest suitable place.

(3) After the time for the payment of the claim specified in the notice to the depositor has elapsed, an 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 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 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 days before such sale in not less than six conspicuous places therein.

(4) From the proceedings of such sale the warehouseman shall satisfy his lien, including the reasonable charges of notice, advertisement, and sale. The balance, if any, of such

proceeds shall be held by the warehouseman, and delivered on demand to the person to whom he would have been bound to deliver or justified in delivering the goods.

(5) At any time before the goods are sold any person claiming a right of property or possession therein may pay the warehouseman the amount necessary to satisfy his 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 warehouseman shall deliver the goods to the person making such payment if he is a person entitled, under the provisions of this act, to the possession of the goods on payment of charges thereon. Otherwise the warehouseman shall retain possession of the goods according to the terms of the original contract of deposit.

(6) If any sale of personal property had under the provisions of this section, shall be rendered invalid by reason of a failure to comply with any of the terms of this section, no action at law for damages for the conversion of said goods or otherwise, or in equity for an accounting of the proceeds of any such sale, which shall accrue thereby to the owner of said goods or his or its assigns, shall be maintained unless the same shall be commenced within one year from the date of any such sale.

119.36 Perishable and hazardous goods; sale; notice. (1) If goods are of a perishable nature, or by keeping will deteriorate greatly in value, or by their odor, leakage, inflammability or explosive nature, will be liable to injure other property, the warehouseman may give such notice to the owner, or to the person in whose name 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 remove the goods within the time so specified, the warehouseman may sell the goods at public or private sale without advertising.

(2) If the warehouseman, after a reasonable effort, is unable to sell such goods, he may dispose of them in any lawful manner, and shall incur no liability by reason thereof.

(3) 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.

119.37 Liens enforcement; other remedies. 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 warehouseman's claim as shall not be paid by the proceeds of the sale of the property.

119.38 Sale; effect. After goods have been lawfully sold to satisfy a warehouseman's lien, or have been lawfully sold or disposed of because of their perishable or hazardous nature, the warehouseman 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.

119.39 Negotiable receipts; negotiation; by delivery. (1) A negotiable receipt may be negotiated by delivery:

(a) Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the bearer, or

(b) Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the order of a specified person, and such person or a subsequent indorsee of the receipt has indorsed it in blank or to bearer.

(2) Where, by the terms of a negotiable receipt goods are deliverable to bearer, or where a negotiable receipt has been indorsed in blank or to bearer, any holder may indorse the same to himself or to any other specified person, and in such case the receipt shall thereafter be negotiated only by the indorsement of such indorsee.

119.40 Negotiable receipts; negotiation 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.

119.41 Receipt; transfer. (1) A receipt which is not in such form that it can be negotiated by delivery may be transferred by the holder by delivery to a purchaser or donee.

(2) A nonnegotiable receipt cannot be negotiated, and the indorsement of such a receipt gives the transferee no additional right.

119.42 Receipt; who may negotiate. A negotiable receipt may be negotiated by any person in possession of the same, however such possession may have been acquired if, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the order of such person, or if at the time of negotiation the receipt is in such form that it may be negotiated by delivery.

119.43 Receipts; rights of person to whom negotiated. A person to whom a negotiable receipt has been duly negotiated acquires thereby:

(1) Such title to the goods as the person negotiating the receipt to him 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

(2) The direct obligation of the warehouseman to hold possession of the goods for him according to the terms of the receipt as fully as if the warehouseman had contracted directly with him.

119.44 Receipt; rights of transferee. (1) A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferrer, the title to the goods, subject to the terms of any agreement with the transferrer.

(2) If the receipt is nonnegotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to hold possession of the goods for him according to the terms of the receipt.

(3) Prior to the notification of the warehouseman by the transferrer or transferee of a nonnegotiable receipt, the title of the transferee to the goods and the right to acquire the obligation of the warehouseman may be defeated by the levy of an attachment or execution upon the goods by a creditor of the transferrer, or by a notification to the warehouseman by the transferrer or a subsequent purchaser from the transferrer of a subsequent sale of the goods by the transferrer.

119.45 Receipt; negotiable; transferred without indorsement. Where a negotiable receipt is transferred for value by delivery, and the indorsement of the transferrer is essential for negotiation, the transferee acquires a right against the transferrer to compel him to indorse the receipt, unless a contrary intention appears. The negotiation shall take effect as of the time when the indorsement is actually made.

119.46 Receipt; sale; warranties. 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:

(1) That the receipt is genuine;

(2) That he has a legal right to negotiate or transfer it;

(3) That he has knowledge of no fact which would impair the validity or worth of the receipt, and

(4) That he has a right to transfer the title to the goods, and that the goods are merchantable 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 the goods represented thereby.

119.47 Indorser; not a 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.

119.48 Warranty; not implied from accepting payment of 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.

119.49 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 deprived of the possession of the same by loss, theft, fraud, accident, mistake, duress or conversion, if the person to whom the receipt was negotiated, or a person to whom the receipt was subsequently negotiated, paid value therefor in good faith without notice of the breach of duty, or loss, theft, fraud, accident, mistake, duress or conversion.

119.50 Subsequent negotiation. Where a person having sold, mortgaged, or pledged goods which are in a warehouse and for which a negotiable receipt has been issued, or having sold, mortgaged, or pledged the negotiable receipt representing such goods, continues in possession of the negotiable receipt, the subsequent negotiation thereof by that 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.

119.51 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 warehouseman who issued such receipt of the seller's claim to a lien or right of stoppage in transitu. Nor shall the warehouseman be obliged to deliver or justified in delivering the goods to an unpaid seller unless the receipt is first surrendered for cancellation.

119.52 Receipt; issue; goods not received; penalty. A warehouseman, or any officer, agent, or servant of a warehouseman, who issues or aids in issuing a receipt, knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall, upon conviction thereof, be punished by imprisonment in the state prison for not more than five years nor less than one year, or by a fine not exceeding five thousand dollars, or by both.

119.53 Receipt; issue; containing false statement; penalty. A warehouseman, or any officer, agent, or servant of a warehouseman, who fraudulently issues or aids in fraudulently issuing a receipt for goods, knowing that it contains any false statement, shall, upon conviction thereof, be punished by imprisonment in the state prison for not more than five years nor less than one year, or by a fine not exceeding five thousand dollars, or by both.

119.54 Receipt; duplicate; not so marked; issue. A warehouseman, or any officer, agent, or servant of a warehouseman, who issues or aids in issuing a duplicate or additional negotiable receipt for goods, knowing that a former negotiable receipt for the same goods or any part of them is outstanding and uncanceled, without plainly placing upon the face thereof the word "duplicate," except in the case of a lost or destroyed receipt after proceedings as provided for in section 119.15, shall, upon conviction thereof, be punished by imprisonment in the state prison for not more than five years nor less than one year, or by a fine not exceeding five thousand dollars, or by both.

119.55 Receipts issued for warehouseman's goods which do not state that fact. Where there are deposited with or held by a warehouseman goods of which he is owner, either solely or jointly or in common with others, such warehouseman, or any of his officers, agents, or servants who, knowing this ownership, issues or aids in issuing a negotiable receipt for such goods which does not state such ownership, shall, upon conviction thereof, be punished by imprisonment in the state prison for not more than five years nor less than one year, or by a fine not exceeding five thousand dollars, or by both.

119.56 Delivery of goods without obtaining negotiable receipt. A warehouseman, or any officer, agent, or servant of a warehouseman who delivers goods out of the possession of such warehouseman, 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 possession of such receipt at or before the time of such delivery, shall, except in the cases provided for in sections 119.15 and 119.37, upon conviction thereof, be punished by imprisonment in the state prison for not more than five years nor less than one year, or by a fine not exceeding one thousand dollars, or by both.

119.57 Negotiation of receipt for mortgaged goods. Any person who deposits goods to which he had not title, or upon which there is a lien or mortgage, and who takes for such goods a negotiable receipt which he afterwards negotiates for value with intent to deceive and without disclosing his want of title or the existence of the lien or mortgage, shall upon conviction thereof, be punished by imprisonment in the state prison for not more than one year, or by a fine not exceeding one thousand dollars, or by both.

119.58 Sale; without consent of holder; penalty. A warehouseman, or any officer, agent, or servant of a warehouseman, who shall sell, incumber, ship, transfer, or in any manner remove beyond the immediate control of the warehouseman any property deposited with such warehouseman upon such receipt, without the consent of the holder of such receipt, shall upon conviction thereof, be punished by imprisonment in the state prison for not more than five years nor less than one year, or by a fine not exceeding five thousand dollars, or by both.

119.59 Receipts; alteration; destruction; failure to register; penalty. Any person who shall wilfully alter or destroy any receipt or register or register of receipts or any warehouseman, or any officer, agent, or servant of a warehouseman, who shall issue any receipt without entering the same as required by section 119.03, shall upon conviction thereof, be punished by imprisonment in the state prison for not more than five years nor less than one year, or by a fine not exceeding five thousand dollars, or by both.

119.60 Law applicable. In any case not provided for in this chapter, the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy, or other invalidating cause, shall govern.

119.61 Construction. This chapter shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

119.62 Definitions. (1) In this chapter, unless the context or subject matter otherwise requires:

- (a) "Action" includes counterclaim, set-off, and suit in equity.
- (b) "Delivery" means voluntary transfer of possession from one person to another.
- (c) "Fungible goods" means goods of which any unit is, from its nature or by mercantile custom, treated as the equivalent of any other unit.
- (d) "Goods" means chattles or merchandise in storage, or which has been, or is about to be stored.
- (e) "Holder" of a receipt means a person who has both actual possession of such receipt and a right of property therein.
- (f) "Order" means an order by indorsement on the receipt.
- (g) "Owner" does not include mortgagee or pledgee.
- (h) "Person" includes a corporation or partnership or two or more persons having a joint or common interest.
- (i) To "purchase" includes to take as mortgagee or as pledgee.
- (j) "Purchaser" includes mortgagee and pledgee.
- (k) "Receipt" means a warehouse receipt.
- (l) "Value" is 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 a security therefor.

(m) "Warehouseman" means a person lawfully engaged in the business of storing goods for profit; provided, that this chapter shall not apply to common carriers who store merchandise or other property received by them as such common carriers.

(2) A thing is done "in good faith," within the meaning of this chapter, when it is in fact done honestly, whether it be done negligently or not.

119.63 Existing receipts. The provisions of this chapter do not apply to receipts made and delivered prior to the taking effect of this chapter.

Note: The balance of this chapter is no part of the uniform warehouse receipts act. See section 119.99.

119.65 Grain in sealed storage; definitions. That wherever the word "board" shall appear in sections 119.65 to 119.99, it shall refer to any local supervisory board of individual producers appointed by the state department of agriculture under the provisions of sections 119.65 to 119.99.

(1) The word "sealer" shall refer to any person whose duty it shall be under the provisions of sections 119.65 to 119.99 to seal any granary, crib, bin or other receptacle for grain.

(2) The word "certificate" shall refer to any certificate or receipt evidencing the storage of grain under the provisions of sections 119.65 to 119.99 and any rules or regulations promulgated thereunder.

(3) The word "owner" shall refer to and include any person or persons, whether individuals, copartnerships or corporations, who shall either personally or as trustee have title to or the right of possession of any grain stored under the provisions of sections 119.65 to 119.99.

(4) The words "grain in storage" shall refer to cereal grains, soy beans and field peas, stored under the provisions of sections 119.65 to 119.99.

(5) The word "department" shall refer to the state department of agriculture under the provisions of sections 119.65 to 119.99.

119.66 Local supervisory boards created. Local supervisory boards consisting of not less than three nor more than seven members shall be appointed by the department in any county or counties upon the application of one or more citizens as hereinafter provided for the purpose of supervising grain in storage and the issuing of certificates against such grain, and generally and under the direction of the department for carrying out the purposes and enforcing the provisions of sections 119.65 to 119.99. A suitable name and a number shall be given to such board by the department. The members of such boards shall at the time of their appointment be producers of grain in the county or counties for which they are appointed and residents thereof. They shall continue in office until their successors are appointed by the department. In the event of vacancies arising by reason of the resignation or upon removal from the county or counties or death of any member or members such vacancies shall be filled in the manner and form as in the case of original appointments. Each board shall appoint a secretary. The secretary may also be the treasurer and each board shall also appoint a president and vice president from its own membership, and their duties shall be those of similar officers in their organization.

119.67 Members' oaths; treasurers' bond. Members of such boards shall qualify by taking oath similar to that required of public officials. The treasurer shall furnish bond conditioned for the faithful performance of his duties as treasurer, for the faithful accounting for moneys coming into his hands and for the delivery of any unexpended portions thereof to his successor in office or to such other person or persons as may be provided by law. Such bond shall be in such amount not less than five hundred dollars nor more than five thousand dollars as may be determined by the department. Such bond shall be deposited with and the sureties thereon shall be approved by such department. In case such bond is not a personal bond the premium therefor shall be paid out of the funds of the board.

119.68 License to board. Upon the appointment and qualification of the members of such board the department shall immediately issue a license to it, and prescribe the duties of its officers and records they shall keep. Each license shall be numbered and shall specify the territory which shall be under the jurisdiction of the board and within which certificates may be issued, all such certificates shall bear the names and the license number of the board. It shall also have printed thereon such other directions, rules and regulations as the department shall make or promulgate and deem necessary to set forth upon such license.

119.69 Who may apply for license. Any person may make application to the department for the appointment of a board in and for the territory in which he resides, or the department may make such appointments upon its own initiative. When any such application is made the department shall as soon as practicable investigate the situation and determine upon the advisability or otherwise of making the appointments requested.

119.70 Local sealers. The board shall submit to the department the name of some person or persons who shall, subject to the approval of the department, act as the local sealer or sealers, and every such sealer shall have the same authority with respect to the provisions of sections 119.65 to 119.99 and the rules and regulations promulgated thereunder, and enforcement thereof, as any officer of the peace.

119.71 Rights of owners. The privileges of sections 119.65 to 119.92 shall be open to all owners upon the same conditions. Any owner desiring to place his grain in storage and have a certificate or certificates issued against it shall make application therefor to the board.

(1) Any owner aggrieved by any ruling or decision of the board may appeal to the department whose decision shall be final.

119.72 Sealer's duties and authority. (1) It shall be the duty of the sealer under the direction of the department to:

(a) Supervise the storage of grain.

(b) Ascertain the amount stored by each owner who shall desire to avail himself of the provisions of sections 119.65 to 119.92.

(c) Determine so far as possible, upon the basis prescribed in the rules and regulations issued hereunder, the exact grade and quality of the grain.

(d) Ascertain, prior to the issuance of any certificate, that the bin, crib, granary or other receptacle in which the grain is stored is satisfactory for the storage of such grain, and that such receptacle conforms to the regulations applicable thereto promulgated by the department.

(2) The sealer shall, before delivering a certificate to the owner, ascertain that there are no other outstanding certificates upon the grain and shall securely seal the granary, crib, bin or other receptacle in which the grain so certified is stored. Thereafter the sealer may make such inspections of the granaries, cribs, bins or other receptacles so sealed, at such times and in such manner as the department may determine, and render to the owner when requested, such reports as to the amount and condition of the grain in storage and the condition of the receptacle in which it is stored, as may be required. The sealer shall have authority at all times to enter upon any premises for the purpose of inspecting grain in storage or the granary, crib, bin or other receptacle in which it shall have been stored, and the acceptance of a certificate by the owner shall be deemed consent to entry and inspection by the sealer or any person duly authorized thereunto by the department.

(3) Seals or locks, or other fastenings employed shall be in accordance with specifications furnished by the department. A warning card shall be posted in a conspicuous place near the seal on each receptacle sealed. Such cards shall contain substantially the following wording:

WARNING

Sealed by authority of the Wisconsin State Department of Agriculture. Any person

tampering with this seal or removing any grain herefrom shall be subject to fine and imprisonment as provided by law.

State Department of Agriculture
By Director.

119.73 Sealer's bond and oath. The sealer shall furnish bond for the faithful performance of his duties in such amount not less than one thousand dollars as shall be determined by the department. Such bonds and the sureties thereon shall in every case be subject to the department's approval and be deposited with it, and in case it is not a personal bond the premium thereon shall be payable out of any funds in the hands of the board. He shall also qualify by taking an oath similar to that required of public officials.

119.74 Certificate; requirements. Certificates shall be upon forms to be prepared by the department and every such certificate must embody within its written or printed terms:

- (1) The name and license number of the board under which such certificate is issued.
- (2) The consecutive number of the certificate.
- (3) The date of issue of the certificate.
- (4) A particular description of the granary, bin, crib or other receptacle in which the grain is stored, and of the premises upon which it is located.
- (5) A description of the grain.
- (6) The name of the owner or owners, whether ownership is sole, joint or in trust, and the conditions of such ownership and, in the case of tenants, the date of termination of the lease.
- (7) A statement of any loans or other indebtedness made to or owing by the owner which in any manner constitutes a lien, whether statutory or contractual, including both mortgage and landlord's liens, upon the grain, which statement shall be signed by the owner or his agent.
- (8) A form of waiver of liens which may be signed by the lienholder.
- (9) A statement whether the goods received will be delivered to the bearer, to a specified person, or to a specified person or his order, and at what place it will be delivered.
- (10) A facsimile signature of one of the commissioners of the department and the countersignature of the sealer.
- (11) If the owner is married, a waiver by the spouse of any claim of exemption and a consent to the instrument.
- (12) A statement that no other certificate is outstanding covering the grain represented thereby.

119.75 Certificate not to relieve owner of liability in certain cases. No term or condition shall be inserted in any certificate, whether negotiable or otherwise, which shall in any manner purport to relieve the owner from exercising that degree of care in the safe-keeping of the grain in storage which a reasonably prudent man would exercise with regard to similar property of his own.

119.76 Nonnegotiable certificate. A certificate in which it is stated that the grain stored shall be released or delivered to the owner, or to any other specified person, is a nonnegotiable certificate.

119.77 Negotiable certificate. A certificate in which it is stated that the grain stored will be delivered to the bearer, or to the order of any person named in such certificate, is a negotiable certificate. No provision shall be inserted in a negotiable certificate that is nonnegotiable. Such provisions, if inserted, shall be void. Provided, however, that in case the owner is a tenant, the certificate shall cease to be negotiable from and after the date of the termination of the lease as it appears thereon.

119.78 Certificate; what to represent. The sealer shall issue to the owner one or more certificates as herein provided, but the aggregate amount of the grain represented by such certificate or certificates shall in no event exceed the amount of grain stored and sealed by the sealer, and each such certificate shall cover a separate granary, crib, bin or receptacle.

119.79 Duplicate certificates; filing; assignment; cancellation. (1) All certificates issued hereunder shall be issued in triplicate or in case the department shall so direct, in quadruplicate. All of such copies except the original shall be marked "Duplicate—No Value." The sealer shall file with the secretary of the board one duplicate of all certificates delivered by him, and the secretary shall keep an accurate record thereof in a book provided by the department for the purpose. In case the department shall so direct, the sealer shall also file one duplicate of all certificates delivered by him with the department for its records. The original and one duplicate copy shall be delivered to the owner. The owner

may file this duplicate copy in the office of the register of deeds or he may retain the same and when he negotiates the original certificate, may at the same time deliver to the assignee the duplicate copy. In case the owner has filed the duplicate with the register of deeds, he shall deliver such register's receipt for the duplicate to the assignee at the time he negotiates the original certificate. In case the duplicate copy is delivered to the assignee, the assignee may file such duplicate copy in the office of the register of deeds for the county in which the grain is located and such duplicate shall remain in the custody of the register of deeds except as hereinafter provided.

(2) When a duplicate is presented to the register of deeds carrying the indorsement "This instrument to be filed but not recorded," the register of deeds shall file the same in his office and shall index the same in the chattel mortgage index or other suitable index and shall show the date of the certificate, the number thereof, to whom it was issued and the kind, quantity and location of the grain covered thereby. He shall collect a fee of twenty-five cents for filing and indexing each such duplicate certificate. The filing and indexing of such certificates shall impart the same notice as the filing and indexing of a chattel mortgage.

(3) When the owner or holder of a certificate makes written assignment thereof, the register of deeds shall on request of the assignee enter a copy of such assignment upon the duplicate certificate filed in his office and shall enter upon the index book the date of the assignment and the names of the assignor and assignee. The register of deeds shall collect a fee of twenty-five cents for each assignment entered.

(4) The owner may secure the cancellation of a certificate by delivering the original thereof to the board by which it was issued with the request that it be canceled. The board shall stamp the word "Canceled" together with the date of such cancellation upon such original certificate and also upon the duplicate thereof in its files. The board shall retain the original certificate so canceled. Upon notice in writing from the board issuing the original certificate to the effect that it has been canceled, the register of deeds shall release the duplicate thereof filed on record in his office without charge. In case a copy of such certificate has been filed with the department, the board shall also notify such department of the cancellation of such certificate.

119.80 Stored grain insured. All grain stored and sealed under the provisions of sections 119.65 to 119.99 shall be insured against fire and windstorm in some insurance association or company authorized to do business in this state and approved by the department. Such policies of insurance as are issued shall be deposited with the department and shall insure to the benefit of the holder or holders of the certificate or certificates issued against the said stored grain and of the owner, and any incumbrances or lienholders thereof and thereon as their interests shall appear.

119.81 Certificates; trustees. Whenever it shall appear that the interests of holders of certificates and other parties interested may be further conserved thereby the department may authorize the board to act as trustee for such certificates as may be assigned to it in that capacity and the board may then exercise all the rights of an owner, subject to the duties and responsibilities imposed and devolving upon trustees under similar conditions. All certificates issued by the board of trustees shall have that fact plainly set forth thereon, any other provision of sections 119.65 to 119.99 to the contrary notwithstanding, but such statement shall in no manner affect the negotiability or nonnegotiability of such certificate.

119.82 Nonnegotiability to be stated. A nonnegotiable certificate shall have plainly printed or written upon its face, "Nonnegotiable" or "Not Negotiable."

119.83 Property to be delivered upon demand. The owner shall, in the absence of some lawful excuse provided by sections 119.65 to 119.99, deliver the grain stored upon demand made by the holder of a certificate for the grain, or for such thereof as is represented by the certificate if such demand is accompanied by:

(1) A showing that all such liens as may appear upon the certificate and which shall subsist upon the date of the demand have been satisfied.

(2) An offer to surrender the certificate if negotiable, with such indorsements as would be necessary for the negotiation of certificate.

(3) A readiness and willingness to sign, when the goods are delivered, an acknowledgment that they have been delivered, if such signature is requested by the owner.

In case the owner refuses or fails to deliver the goods in compliance with a demand by the holder of a certificate so accompanied, the burden shall be upon the owner to establish the existence of a lawful excuse for such refusal.

119.84 Pools may be formed. Owners may, for the purpose of pooling their grain and affording a higher degree of security, organize themselves into groups of two or more owners of grain in storage, all of whom shall be jointly and severally liable to holders of certificates in due course to the extent of seventy-five per cent of the market price of the

grain represented by certificates against it, and at the time of their sale, pledge, assignment or other lawful disposition, and all the grain in storage and belonging to said pool shall be liable for the payment of moneys advanced against, or paid for such certificates.

119.85 Group certificates. Certificates issued to or on behalf of the members of such groups shall have printed thereon the words "Group Certificates." They shall embody the same terms as are required in the case of other certificates issued under the provisions of sections 119.65 to 119.99 to the extent applicable, and in addition thereto, shall have stated thereon the total amount of grain belonging to the pool and the names of the members constituting the group. All group certificates shall be negotiable, and any provision thereon to the contrary thereto or inconsistent therewith or in any manner purporting to relieve the members of the group of their liability or any part thereof, as provided in the immediately preceding section, shall be void.

119.86 Application for storage pool. When any owners desire, to organize themselves into a group for the purposes described in the two immediately preceding sections, they shall notify the secretary of the board upon forms provided for that purpose. The secretary shall transmit a duplicate of such application to the department. Unless, for good cause shown, the department shall expressly disapprove of the organization of such group or groups and the functions thereof, certificates may be issued to or on behalf of said group or groups as provided herein.

119.87 Certain provisions of sections 119.65 to 119.99 applicable to pools. "Group Certificates" shall be issued by the local sealers as in case of individual certificates and all provisions of the sections 119.65 to 119.99 with respect to inspection, sealing and supervision of grain in storage shall apply to the members of groups and the certificates issued for them.

119.88 Department to supervise administration of sections 119.65 to 119.99. The state department of agriculture shall have general supervision of the administration of the provisions of sections 119.65 to 119.99 and shall make and promulgate such rules and regulations, not inconsistent herewith, as shall be necessary or desirable effectually to carry out the purposes hereof. It shall make such reasonable regulations with respect to the construction and maintenance of granaries, cribs, bins or other receptacles as may be necessary to protect the grain to be stored therein under the provisions of sections 119.65 to 119.99. It shall prepare and have printed under the same conditions as other state printing the necessary blanks, forms and other printed matter and shall make such charges to persons desiring such printed matter as shall meet the cost of production thereof. Such department may prescribe the form of accounts to be kept by the several local supervisory boards and may, from time to time, require an audit of such accounts. The cost of any such audit shall be paid from the funds of the board whose accounts are audited. One copy of the report of such audit shall be filed with the secretary of the board involved and one copy shall be filed with the department. Each of such copies shall be open to public inspection during office hours.

119.89 Complaints. If any person shall feel aggrieved by any action of the board or of the sealer or any other official, he may submit his complaint in writing to the department, whereupon the commissioners shall, as soon thereafter as possible, set the matter down for hearing at such place as shall be desirable and proper, having regard to the character of the controversy and the locality of the grain and residence of the parties involved. Likewise, the board may present to the department any proper complaint against any owner and the procedure shall be as nearly as practicable the same as that in the case of charges filed by owners.

119.90 Complaints to be heard by department. The department shall, upon a final hearing, make and enter such orders as it shall deem proper for the correction of improper practices, and may suspend the license of the board offending until such orders are obeyed. But such suspension shall in no manner relieve the board or the owners of any liability previously incurred under the provisions of sections 119.65 to 119.99. The costs and expense of such hearing shall be defrayed by the parties thereto, and shall be apportioned to the department in such manner as it shall deem just and equitable.

119.91 Costs of storage; compensation of sealer. For the purpose of defraying the expenses of supervision, the owner shall pay to the board at the time of sealing, an amount which shall not exceed one cent per bushel of grain inspected and sealed by the sealer. Out of the fund thus created the compensation of the sealer, as fixed by the board, subject to the approval of the state department of agriculture, and all other expenses, shall be paid. No compensation shall be paid to members of the board except by the express authorization and approval of the department and then only in case such payments may be made without overdrawing upon or unduly depleting the funds in the hands of the

board. In the exercise of his powers and functions as an officer of the peace in connection with the provisions of sections 119.65 to 119.99, the sealer shall be entitled to the same fees as are provided by law for the performance of similar duties.

119.92 Fees. The department shall receive the following fees for services rendered under the provisions of sections 119.65 to 119.99:

(1) For issuing licenses in each case, three dollars.

(2) For approving applications for group organization, one dollar.

(3) All moneys received by the department from fees and other sources in connection with the administration of the provisions of sections 119.65 to 119.99 shall be paid into the state treasury.

119.93 Removing seal misdemeanor. Any person unlawfully removing, breaking or in any manner interfering or tampering with any seal, lock or other fastening placed upon any granary, crib, bin or other receptacle for grain under the provisions of sections 119.65 to 119.99, except when such removal shall be rendered imperative to prevent the damage, loss or destruction of grain stored therein, shall be guilty of a misdemeanor, and shall be punished by a fine of not less than one hundred dollars nor more than five hundred dollars, or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

119.94 Issuing fraudulent certificates misdemeanor. An owner, the agent or servant of an owner, or any member of any board, or any sealer, who fraudulently issues or aids in fraudulently issuing a certificate for grain, knowing that it contains any false statement, shall be guilty of a misdemeanor, and upon conviction shall be punished for each offense by imprisonment in the county jail not exceeding one year or by a fine not exceeding \$1,000, or both.

119.95 Duplicate certificates must be so marked. An owner, or any officer, agent or servant of any owner, who issues or aids in issuing a duplicate or additional negotiable certificates for grain, knowing that a former negotiable certificate for the same grain, or any part of it, is outstanding and uncanceled, without plainly placing upon the face thereof the word "duplicate," except in the case of a lost or destroyed certificate after proceedings as provided for in section 119.89, shall upon conviction be punished for each offense by imprisonment in the state prison not exceeding two years, or by a fine not exceeding one thousand dollars, or by both such fine and imprisonment.

119.96 To move grain must have canceled certificate. An owner, or any officer, agent or servant of an owner, who delivers grain out of the possession of such owner, knowing that a negotiable certificate, the negotiating of which would transfer the right to the possession of such grain, is outstanding and uncanceled, without obtaining the possession of such certificate at or before the time of such delivery, shall, except when ordered by the court, as hereinbefore provided, be found guilty of a misdemeanor, and on conviction shall be punished for each offense by imprisonment in the county jail not exceeding one year, or by a fine not exceeding one thousand dollars, or by both such fine and imprisonment.

119.97 Unlawful to mortgage stored grain. Any owner who shall, after the issuance of a certificate for grain in storage, take, sell, mortgage, pledge, hypothecate or otherwise incur, or attempt to take, sell, mortgage, pledge or otherwise incur the said grain, or who shall take or remove it from the receptacle where standing, shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a fine of not less than one hundred dollars nor more than one thousand dollars, or by imprisonment in the county jail for not more than one year, or by both such fine and imprisonment.

119.98 Other sections applicable. All the provisions of sections 119.01 to 119.63 relative to the negotiation, transfer, sale or indorsement of warehouse receipts so far as possible apply to the negotiation, transfer, sale or indorsement of the certificates provided for herein.

119.99 Meaning of words. Where the word "owner" is used in sections 119.65 to 119.99 it shall be construed to be used in the same connection as the word "warehouseman" is used in section 119.62, and where the word "certificate" is used in section 119.65 to 119.99 it shall be construed to be used in the same connection as the word "receipt" is used in section 119.62. Sections 119.65 to 119.99 shall not be considered a part of section 119.01 to 119.63, known as the "Uniform Warehouse Receipts Act."