

# Agricultural Produce Lien.

## ANALYSIS.

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## A BILL INTITULED

### AN ACT to legalize Preferable Liens on certain Yearly Crops. Title.

**W**HEREAS it is expedient to legalize the granting of preferable liens on yearly crops of agricultural produce without parting with the possession thereof : Preamble.

BE IT THEREFORE ENACTED by the General Assembly of New Zealand, in Parliament assembled, and by the authority of the same, as follows :—

1. The Short Title of this Act shall be “The Agricultural Produce Lien Act, 1870.” Short Title.

2. The term “agricultural produce” shall, for the purposes of this Act, mean European flax hemp and *Phormium tenax*, and shall also mean wheat maize barley oats and grass, whether for hay or for grain. Interpretation.

3. Whenever any person shall make any *bona fide* advance of money or goods to any holder of land, on condition of receiving as security for the same the growing crop or crops of agricultural produce on such land, the security to be given for such advance shall be in the form or to the effect in the Schedule hereto. Advances on agricultural produce may be secured.

4. Every such security shall be void as against any person other than the lienor, unless the same shall be registered within thirty days after its date, in a like manner and with the like officer as provided in the case of a wool security made under the provisions of the “Wool and Oil Securities Act, 1858,” if made and given by the owner of the said land in respect of sheep belonging to him, and then depasturing upon the same. Security void in certain cases.

5. The person making any advance as aforesaid, and duly taking a security under and completed in accordance with the provisions of this Act shall have a preferable lien upon, and be entitled to the whole of the agricultural produce therein mentioned, and possession thereof by the lienor shall be to all intents and purposes in the law the possession of the person making such advance ; but upon repayment Security to give preferable lien to holder.

of such advance with interest, as in such security specified, the possession of and property in the agricultural produce comprised therein shall revert to and re-vest in the lienor.

6. No security duly made and completed under and in accordance with the provisions of this Act shall be extinguished or prejudicially affected by any subsequent sale mortgage or other incumbrance of or upon the land on which any such agricultural produce shall be, nor by the death or bankruptcy of the lienor.

7. If the lienor his executors administrators or assigns shall neglect or refuse either to pay off the whole of any advance secured as aforesaid with interest as agreed upon, or to give up the agricultural produce contained in any security to the lienee thereof in pursuance of any such security, such lienee his executors administrators or assigns may enter into possession thereof, and may gather carry away and sell the same, and may employ the proceeds in repaying himself the amount then due and owing to him under his security, and all expenses incurred by him in connection therewith, and shall pay the balance to the lienor his executors administrators or assigns.

8. No security made under the provisions of this Act shall prejudicially affect the rights of any landlord or mortgagee of any land whereon the agricultural produce comprised in such security shall be growing.

9. The Registrar or other officer with whom any such security shall be registered pursuant to the provisions of this Act, shall keep a separate registry of all such securities, and shall be entitled to the like fees, in respect of the registration of the same, as in the case of wool and oil securities made under the provisions of the "Wool and Oil Securities Act, 1858."

10. Every person shall have access to the register kept under the provisions of this Act, and to the duplicate copy of any security, on paying a fee of two shillings for every search against one person, and a fee of two shillings for every duplicate copy examined.

11. No lien granted under the provisions of this Act shall continue in force for a longer period than one year from the date thereof.

12. Every lienor who by sale or delivery of any agricultural produce affected by any security given by him, or by any other means, shall defraud the lienee of the same or any part thereof, and thus or by any means directly or indirectly defeat invalidate or impair his right of property in the same, shall be guilty of a misdemeanour, and shall be liable, on conviction thereof, to a fine not exceeding three times the amount of the loss thereby sustained, or to imprisonment with or without hard labour for any period not exceeding two years.

## SCHEDULE.

### FORM OF AGREEMENT.

IN consideration of the advance of £                      paid to me in money [or value of which I admit to have received in goods from or otherwise as the case may be] C.D., of  
I do hereby give the said C.D. a preferable lien to the extent of the said advance, together with interest thereon at the rate of                      per centum per annum on the crop [or crops] of [*Here state the nature of the produce*] of this year growing and to grow on the land [*Here describe the land*]. It is further agreed that unless on or before the day of                      18                      , I pay to the said C.D. the sum of £                      with interest thereon, at the rate of                      per centum per annum, the said crop [or crops] shall be gathered carried away and made marketable by me or at my expense, and shall be delivered at                      to the said C.D. or his order, in which event he may sell the same by [*Here state mode and conditions of sale*], and from the proceeds may pay himself the said sum and interest, and all costs, and shall pay over to me the balance if any, or if there be any deficiency may recover the same against me as a debt.

In witness whereof I have hereunto set my hand this                      day of                      18                      .  
Witness                      A.B.

No sale or mortgage subsequently made to affect security.

On failure to pay amount secured, lienee may enter and sell.

Securities not to prejudice landlord or mortgagee.

Registrar to keep separate book.

Searches.

Liens not to extend for more than a year.

Penalty for fraud on lienee.

Schedule.