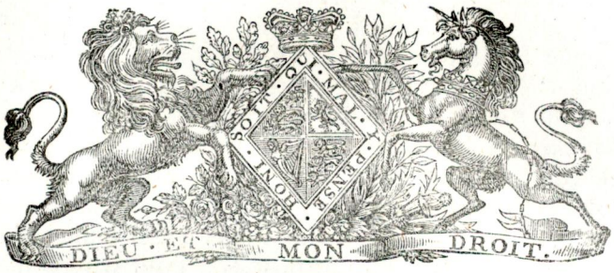


This Public Bill *originated in the* Legislative Assembly, *and, having this day passed, is now ready for presentation to the* Legislative Council *for its concurrence.*

Legislative Assembly Chamber,
Sydney, 29 *October,* 1862.

CHA. TOMPSON,
Clerk of Legislative Assembly.

New South Wales.

ANNO VICESIMO SEXTO

VICTORIÆ REGINÆ.

* *

No. .

An Act to legalize Preferable Liens on Yearly Crops.

Preamble.

WHEREAS it is expedient to legalize the granting of preferable liens on yearly crops of agricultural and horticultural produce without parting with the possession thereof Be it therefore enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled and by the authority of the same as follows:—

Interpretation.

1. The following terms in inverted commas shall for the purposes of this Act bear the meanings set against them respectively—

"Agricultural Produce"—Wheat maize sorghum barley oats lucerne grass whether for hay or for grain and other agricultural produce including cotton tobacco rice and sugar cane.

"Horticultural Produce"—Oranges grapes whether as fruit or for wine and fruit of any other kind.

Liens on yearly crops legalized.

2. Whenever any person shall make any *bonâ 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 or horticultural produce on any such land—and where the agreement relating to such security shall be made in the form or to the effect of the Schedule hereto and shall be duly registered within thirty days after its date in the office of the Registrar General in Sydney—the person making such advance whether before at or after the date of such agreement shall have a preferable lien upon and be entitled to the

the whole of such crop or crops and the whole produce thereof—and possession thereof by the lienor shall be to all intents and purposes in the law the possession of the person making such advance Provided that such registered agreement purports on the face of it to have been made as security for such advance Provided also that on repayment of such advance with interest specified in such agreement the possession and property of such crop or crops shall revert to and vest in the lienor.

Liens not affected by sale &c. of land.

3. No such lien duly made and registered shall be extinguished or otherwise prejudicially affected by any sale mortgage or other incumbrance of or upon the land on which any such crop shall be growing nor by the death or insolvency of the lienor Provided that if such lienor his executors administrators or assigns shall neglect or refuse either to pay off the whole of such advance with interest as agreed upon—or to give up such crop to the lienee thereof in pursuance of the agreement—such lienee his executors administrators or assigns may enter into possession thereof and may gather carry away and sell the same and may apply the proceeds in paying himself such advance with interest as aforesaid and all expenses of clearing carrying away making marketable and selling any such crop and shall pay the balance to the lienor his executors administrators or assigns Provided that if such lienor be a leaseholder then the lienee shall before selling any such crop or crops pay to the landlord of the land whereon such crop or crops shall be growing such sum of money as may be due to him for rent at the time of carrying away such crop or crops and the lienee may repay himself the sum so paid out of the proceeds of the sale of such crop or crops before paying over the balance to the lienor provided that the sum so paid shall not exceed one year's rent Provided also that if at the time of making such lien there be in force a mortgage of the land whereon such crop or crops shall be growing and the land shall be in the occupation of the mortgagee such lienee shall before selling any such crop or crops pay to the mortgagee the amount of interest not however exceeding twelve months' interest due upon such mortgage at the time of carrying away or selling such crop or crops and such lienee may repay himself the sum or sums so paid for interest out of the proceeds of the sale of such crop or crops before paying over the balance to the lienor.

Provisoes.

List in General Registry open to inspection.

4. The Registrar General shall keep a separate alphabetical registry of all such agreements as aforesaid and shall be entitled for every entry therein to a fee of two shillings and sixpence and to a fee of one shilling for each affidavit sworn in his office in verification thereof And every person shall have access to such Registry and may search the same during the usual hours of business on paying a fee of one shilling for each search.

Duration of lien.

5. No such lien shall continue in force for a longer period than one year from the date thereof and the Registrar General at the request of both parties shall at any time enter satisfaction thereon.

Penalties for frauds on lienee.

6. Every such lienor whether principal or agent who by sale or delivery of any crop affected by such lien or of any part thereof without the written consent of the lienee or by any other means shall defraud such lienee of such crop or the value thereof 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 deemed guilty of a misdemeanor and shall be liable on conviction to a fine not exceeding three times the amount of the loss thereby sustained or to imprisonment with or without hard labor for any period not exceeding three years.

Short title.

7. This Act shall be styled and may be cited as the "Liens on Crops Act of 1862."

SCHEDULE.

SCHEDULE.

Form of Agreement.

In consideration of the advance of £ paid to me in money by (*or—value for which I admit to have received in goods from*) C. D. of I do hereby give the said C. D. a preferable lien—to the extent of the said advance—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*) in the Colony of New South Wales 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 cent. 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 at law as any debt.

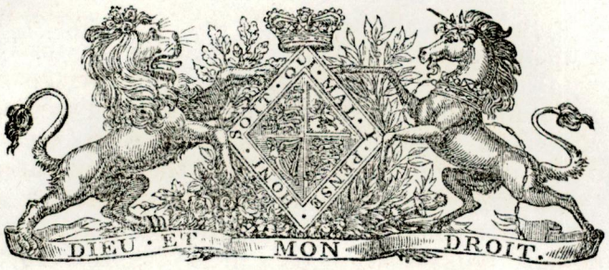
In witness whereof I have hereunto set my hand this day of 18 .

Witness— (Signed) A. B.

Sydney: Thomas Richards, Government Printer.—1862.

[*Price*, 1*d*.]

New South Wales.



ANNO VICESIMO SEXTO

VICTORIÆ REGINÆ.

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No. X.

An Act to legalize Preferable Liens on Yearly Crops. [Assented to, 9th December, 1862.]

WHEREAS it is expedient to legalize the granting of preferable liens on yearly crops of agricultural and horticultural produce without parting with the possession thereof Be it therefore enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled and by the authority of the same as follows :— Preamble.

1. The following terms in inverted commas shall for the purposes of this Act bear the meanings set against them respectively— Interpretation.

"Agricultural Produce"—Wheat maize sorghum barley oats lucerne grass whether for hay or for grain and other agricultural produce including cotton tobacco rice and sugar cane.

"Horticultural Produce"—Oranges grapes whether as fruit or for wine and fruit of any other kind.

2. Whenever any person shall make any *bonâ 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 or horticultural produce on any such land—and where the agreement relating to such security shall be made in the form or to the effect of the Schedule hereto and shall be duly registered within thirty days after its date in the office of the Registrar General in Sydney—the person making such advance whether before at or after the date of such agreement shall have a preferable lien upon and be entitled to the Liens on yearly crops legalized.

the whole of such crop or crops and the whole produce thereof—and possession thereof by the lienor shall be to all intents and purposes in the law the possession of the person making such advance Provided that such registered agreement purports on the face of it to have been made as security for such advance Provided also that on repayment of such advance with interest specified in such agreement the possession and property of such crop or crops shall revert to and vest in the lienor.

Liens not affected by sale &c. of land.

3. No such lien duly made and registered shall be extinguished or otherwise prejudicially affected by any sale mortgage or other incumbrance of or upon the land on which any such crop shall be growing nor by the death or insolvency of the lienor Provided that if such lienor his executors administrators or assigns shall neglect or refuse either to pay off the whole of such advance with interest as agreed upon—or to give up such crop to the lienee thereof in pursuance of the agreement—such lienee his executors administrators or assigns may enter into possession thereof and may gather carry away and sell the same and may apply the proceeds in paying himself such advance with interest as aforesaid and all expenses of clearing carrying away making marketable and selling any such crop and shall pay the balance to the lienor his executors administrators or assigns Provided that if such lienor be a leaseholder then the lienee shall before selling any such crop or crops pay to the landlord of the land whereon such crop or crops shall be growing such sum of money as may be due to him for rent at the time of carrying away such crop or crops and the lienee may repay himself the sum so paid out of the proceeds of the sale of such crop or crops before paying over the balance to the lienor provided that the sum so paid shall not exceed one year's rent Provided also that if at the time of making such lien there be in force a mortgage of the land whereon such crop or crops shall be growing and the land shall be in the occupation of the mortgagee such lienee shall before selling any such crop or crops pay to the mortgagee the amount of interest not however exceeding twelve months' interest due upon such mortgage at the time of carrying away or selling such crop or crops and such lienee may repay himself the sum or sums so paid for interest out of the proceeds of the sale of such crop or crops before paying over the balance to the lienor.

Provisoes.

List in General Registry open to inspection.

4. The Registrar General shall keep a separate alphabetical registry of all such agreements as aforesaid and shall be entitled for every entry therein to a fee of two shillings and sixpence and to a fee of one shilling for each affidavit sworn in his office in verification thereof And every person shall have access to such Registry and may search the same during the usual hours of business on paying a fee of one shilling for each search.

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Penalties for frauds on lienee.

6. Every such lienor whether principal or agent who by sale or delivery of any crop affected by such lien or of any part thereof without the written consent of the lienee or by any other means shall defraud such lienee of such crop or the value thereof 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 deemed guilty of a misdemeanor and shall be liable on conviction to a fine not exceeding three times the amount of the loss thereby sustained or to imprisonment with or without hard labor for any period not exceeding three years.

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

Witness— (Signed) A. B.

By Authority: Thomas Richards, Government Printer, Sydney, 1862.

[*Price*, 1*d*.]