

BILL

No. 16 of 1919.

An Act to Facilitate the Borrowing of Money for the Purchase of Seed Grain.

(Assented to , 1919.)

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

1. This Act may be cited as "*The Mortgagees' Seed Grain Security Act.*"

2. Any mortgagee of land situate in Alberta who shall advance seed grain or money for the purchase thereof under this Act to the registered owner of the mortgaged land (or, at his request to any other person) to be used in either case in seeding upon land situate in the Province in the calendar year during which such advance is made, shall be entitled on compliance with the provisions hereinafter set out to the benefit of this Act, and so from time to time in any subsequent year.

3. Any such mortgagee may file in the land titles office for the land registration district in which the mortgaged land is situate, an undertaking in Form A of the schedule hereto (or to the like effect) signed by the registered owner of the said land, and thereupon the principal amount in such undertaking mentioned shall be deemed to be secured by the said mortgage, along with and as part of the principal of the original mortgage debt, and the said mortgage shall for all purposes including priority of registration, save as hereinafter otherwise provided, be read and interpreted as if the said undertaking were originally included therein by way of a covenant to pay such amount, at such time and with such interest, as may be in the said undertaking set out; and all the rights and remedies, duties and obligations of both mortgagor and mortgagee under the said mortgage, and all the rules of law and equity respecting the same, shall extend and apply to the said mortgage as so read and interpreted;

Provided, however, that there shall not be an implied covenant to pay the amount set out in such undertaking on the part of any previous registered owner.

(2) There may be added to and as part of the principal amount payable under such undertaking such reasonable sum, for cash, as shall have been actually expended by the mortgagee for the inspection of the land or lands mortgaged, or on which the seed grain advanced or purchased is to be sown, and for solicitors' fees and disbursements in connection with the preparing and filing of such undertaking.

4. Where, upon the presentation for filing of an undertaking under this Act, there is registered against the mortgaged land any encumbrance subsequent to the mortgage to which such undertaking is sought to be attached, the said undertaking shall not be filed unless (in addition to the other requirements of this Act) there be attached thereto or endorsed thereon, the consent in writing of the person entitled under such subsequent encumbrance.

5. The Registrar of Land Titles for the registration district in which the mortgaged land is situate, upon production of an undertaking under this Act, accompanied by a proper affidavit or affidavits of attestation (if and as required by the provisions of *The Land Titles Act* respecting the attestation of instruments) as to all signatures thereto, and to any consent endorsed thereon or attached thereto, and upon compliance with all the requirements of this Act, shall file the said undertaking, and attach the same to the original of the mortgage in such undertaking referred to.

(2) There shall be paid to the Registrar upon the filing of an undertaking with accompanying consents and affidavits the sum of fifty cents.

6. A mortgagee having filed an undertaking under this Act, may at any time within sixty days thereafter file with the registration clerk of the registration district within which the land upon which the seed grain so advanced has been or is to be sown, is situate, a notice of lien in Form B of the schedule hereto, and shall thereupon become entitled to a lien and charge, for the amount of such advance and interest, upon all the crops grown upon the said land in the year during which such advance is made, and such lien shall be a preferential security for the sum therein mentioned with the same priority as a seed grain mortgage filed under section 15 of *The Bills of Sale Ordinance*.

(2) Notwithstanding anything in the said *The Bills of Sale Ordinance* contained, no affidavit of *bona fides* shall be required for the filing of such notice of lien.

(3) There shall be paid to the registration clerk upon the filing of a notice under this section, a fee of twenty-five cents.

7. The mortgagee having filed a notice of lien as aforesaid, shall in case of default on the part of the mortgagor to pay the amount of principal and interest in his undertaking set out at the time or times therein mentioned, be entitled—

- (a) To seize the crop affected by such lien or any part thereof and to sell the same or so much thereof as shall be sufficient to satisfy his claim and costs;
- (b) To seize the grain obtained from such crop or any part thereof and to sell so much of the grain so seized as shall be sufficient to satisfy his said claim and costs;
- (c) To serve personally or by post prepaid and registered, a notice in Form C of the schedule hereto (or to the like effect) upon any person to whom such crop or grain or any part thereof has been sold by the mortgagor, and the person so served with notice shall retain for a period of twenty days after receipt of such notice any unpaid purchase moneys to which the said mortgagor may be entitled.

(2) The mortgagee may within the said period of twenty days apply in a summary way to the judge of the district court of the judicial district within which his lien is filed for an order requiring such purchase moneys or sufficient thereof to pay his claim and costs including the costs of the application to be paid to him, and the judge, upon being satisfied by affidavit or otherwise, that such purchase moneys are proceeds of a sale of crop or grain covered by the mortgagee's lien, may grant such order.

(3) At least three clear days' notice of the application shall be served on the mortgagor, and upon the purchaser.

(4) At the expiration of the said period of twenty days the purchaser shall be at liberty to pay the purchase money to the mortgagor, unless he has during that period, or thereafter and before payment, been served with a copy of an order of the judge obtained as aforesaid within the said period of twenty days, in which case he shall deal with such moneys according to the tenor of such order.

8. In case of seizure or sale under clauses (a) or (b) of the last preceding section, the provisions of *The Ordinance respecting Hire Receipts and Conditional Sales of Goods* being Chapter 44 of the Consolidated Ordinances of the Territories, 1898, as to the right of and period for redemption, and as to notice of sale shall *mutatis mutandis* apply.

9. The provisions of *The Act respecting Extra-Judicial and Other Seizures*, being Chapter 4 of the Statutes of

Alberta, 1914, shall apply to any seizure made under this Act.

10. The provisions of *The Dower Act* shall not apply to the execution of an undertaking under this Act.

SCHEDULE.

FORM A.

UNDERTAKING OF REGISTERED OWNER.

I,of.....in the
of.....
 being registered owner of that piece or parcel of land de-
 scribed as follows:.....
 which said land is subject to a mortgage in favour of .

 which said mortgage was registered at.....
 o'clock, on the.....day of.....
 A.D. 19... at the Land Titles Office for the.....
 Land Registration District as No..... :
 hereby acknowledge having received on the.....
 day of....., A.D. 19..., the sum of
dollars, being an advance
 for the purchase of seed grain to be used on the following
 land, that is to say.....
 during the year, 19.... (or seed grain consisting of.....
, the value whereof is.....
dollars for use in seeding on the following
 land, that is to say.....
 during the year 19....) from.....
 the mortgagee above mentioned (or owner by assignment
 of the mortgage above mentioned);

And I do hereby undertake and agree to pay to the said
his heirs, successors, executors,
 administrators or assigns the sum of.....
 dollars, being the sum above mentioned, together with
 the sum of \$....., for inspector's and
 solicitor's fees, with interest at the rate of.....per
 cent. per annum on or before the.....day of.....
 19...., it being understood and agreed that until payment
 in full of the said amount, the same shall form part of my
 indebtedness under the mortgage above referred to, and
 default in such payment shall be deemed to be a default
 under the said mortgage.

And I hereby grant a lien for the said amount and interest
 to the said.....

on all crops to be grown on the land on which the said seed grain is to be sown as aforesaid, viz: The said quarter of section Township Range west of the Meridian.

IN WITNESS WHEREOF, I, for myself, my heirs, successors, executors, administrators, and assigns, have hereunto set my hand this day of A.D. 19..

.....
..... *Registered Owner.*

Witness.

..... hereby consent to the filing of this undertaking under *The Mortgagees' Seed Grain Security Act*, the said undertaking to be incorporated in and to have the same priority as the mortgage therein referred to.

.....
Subsequent Encumbrancee.
.....
Subsequent Encumbrancee.

FORM B.

NOTICE OF LIEN.

Notice is hereby given that the undersigned by virtue of an undertaking filed in the Land Titles Office for the Land Registration District on the day of 19. . . . against the following land, namely: is entitled to and hereby claims a lien for the sum of dollars, with interest at the rate of per cent. per annum from the day of 19. . . . on all crops grown during the year , upon the following lands, namely: being lands for the seeding of which an advance has been made under the provisions of *The Mortgagees' Seed Grain Security Act*.

.....
(Signature of Mortgagee.)

FORM C.

NOTICE TO PURCHASER OF GRAIN OR CROP.

You are hereby notified under the provisions of Section 7 of *The Mortgagees' Seed Grain Security Act* that the undersigned by virtue of notice of lien filed with the regis-

tration clerk of the
 registration district, claims a lien upon all crops grown
 during the year 19 . . . upon the following lands, namely:

 and upon all grain obtained from any such crop and you
 are hereby required in accordance with the provisions
 of the said *Mortgagees' Seed Grain Security Act* to retain
 for a period of twenty days after receipt hereof all moneys
 owing by you to of
 in respect of the purchase of such crop or grain or any part
 thereof, and further take notice that within the said period
 of twenty days, the undersigned is entitled under the said
 Act to apply to a judge of the district court for an order
 requiring the said moneys to be paid to him.

.
 (Signature of Mortgagee, his
 Agent or Attorney.)

To

No. 16.

SECOND SESSION
FOURTH LEGISLATURE
9 GEORGE V
1919

BILL

An Act to Facilitate the Borrowing
of Money for the Purchase of
Seed Grain.

Received and read the

First time

Second time

Third time

EDMONTON:
J. W. JEFFERY, KING'S PRINTER
A. D. 1919.