

B I L L

No. 65 of 1933.

An Act to amend and consolidate
The Crop Payments Act, 1922.

(Assented to , 1933.)

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 Crop Payments Act, 1933."
2. In this Act, unless the context requires a contrary meaning,-
 - (a) "Crop lease" means any assurance, agreement or act in the law by virtue of which a mortgagor becomes the tenant of a first mortgagee and the rent reserved thereby is some portion of any crop grown upon the land of the tenant;
 - (b) "Mortgage" means any assurance whereby any charge upon land is created or effected for the purpose of securing the payment of any money or any money's worth, and without derogating from the generality of the foregoing, includes mortgages of land whether legal or equitable and charges or liens upon land created by any statute to secure the payment of any money;
 - (c) "Mortgagee" means the person entitled to receive any money the payment of which is secured by a mortgage;
 - (d) "Mortgagor" means the person who owns land which is charged with the payment of any money by reason of a mortgage.
3. Every crop lease whereby the share of the crop deliverable to the lessor is in excess of one-fourth of that crop shall be null and void against the creditors of the lessee.
4. In case a crop lease is entered into or effected between a mortgagee as lessor and a mortgagor as lessee in respect of the mortgaged premises or between the vendor of any land under an agreement for sale and the purchaser thereof whereby a share of a crop grown upon the land comprised in the mortgage or the agreement for sale is deliverable on account of any money secured by the mortgage or payable under the agreement for sale, as the case may be, the amount of crop deliverable in any year shall not exceed an amount sufficient when sold to produce an amount equal to the aggregate of the amounts following, namely,-
 - (a) Interest for that year upon the mortgage debt;
 - (b) Taxes upon the mortgaged premises levied in that year;
 - (c) Hail insurance in respect of the crop subject to the lease in case the mortgage requires the mortgagor to effect such insurance and pay the premiums thereon;
 - (d) Fire insurance in respect of the leased premises for that year in case the mortgage requires the mortgagor to effect such insurance and to pay the premiums thereon,-
or an amount equal to one-fourth of the crop, whichever amount is the least.

5. Where in any lease, agreement for sale or first mortgage of any land provision is made for the payment in whole or in part of the rent, purchase money or mortgage money for the delivery of a share of any crop grown upon the said land, or of the proceeds of such a share, than the lessor, vendor or mortgagee shall be deemed to be and to have been the owner of an undivided interest in such crop to the extent of the share thereof required to be delivered to him or of one-fourth thereof, whichever shall be the least from the moment of the sowing of the crop until delivery in full is made of the deliverable share, and neither the lessee, vendee, mortgagor or any person claiming through or under him as an execution creditor, purchaser, mortgagee or otherwise howsoever shall have any claim thereto in priority to that of the lessor, vendor or mortgagee.

6. Every mortgagor and every purchaser under an agreement for sale of any land who enters into a crop lease with respect to that land shall, notwithstanding anything in any Act to the contrary and notwithstanding any covenant, agreement or stipulation of any kind or description to the contrary, be entitled to retain out of the share crop deliverable to the lessor such part thereof as together with the rest of the crop is equivalent to the portion of the crop which would under the provisions of The Exemptions Act and apart from this Act be exempt from seizure by virtue of writs of execution, and no part of such portion shall be distrained for rent.

7. (1) Notwithstanding anything to the contrary contained in this Act, or in any agreement for sale or mortgage of land to which this Act applies, or in any other agreement for sale or mortgage of farm land, or in any share of crop lease collateral to a mortgage or agreement for sale of land, the rights of a vendor or mortgagee, or his assignees, shall not in respect of the crop grown by the purchaser or mortgagor in the years 1932 and 1933, affect more than one-third of the crop produced in either of these years; and the purchaser, mortgagor or lessee may in the year 1932, or in the year 1933, as the case may be, out of the share of the crop belonging to the vendor, mortgagee or lessor, pay one year's taxes upon the land on which the crop is grown, and, in such case, upon production of the receipt of the municipality for such payment, the vendor, mortgagee or lessor shall be entitled only to the one-third share of the crop.

(2) The benefit of the provisions contained in this section shall be applicable to and include the assignors of agreements for sale and mortgages, and the assignees of purchasers and mortgagors respectively.

8. The Crown shall not be bound by the terms of this Act but may take advantage of the provisions thereof.

9. The Crop Payments Act, 1922, being chapter 138 of the Revised Statutes of Alberta, 1922, is hereby repealed.

No. 65.

THIRD SESSION
SEVENTH LEGISLATURE
23 GEORGE V
1933

B I L L

An Act to amend
and consolidate The
Crop Payments Act, 1922.

Received and read the

First time _____

Second time _____

Third time _____

Hon. Mr. Lymburn.