

goods, wares or merchandise so deposited or pledged, on re-payment of the money or restoration of the negotiable instrument so advanced, and on payment of such further sum of money, or restoration of such other negotiable instrument (if any,) as may have been advanced or given by such agent or factor to such owner, or on payment of a sum of money equal to the amount of the same, or may recover from such person or body corporate any balance or sum of money remaining in his or its hands as the produce of the sale of such goods, wares or merchandise, after deducting thereout the amount of the money or negotiable instrument so advanced.

P. G. L., (1860,) art. 3, sec. 11. 1825, ch. 182, sec. 6.

11. In case of the insolvency of any agent or factor, the owner of the goods, wares or merchandise so pledged and redeemed as provided in the preceding section, shall be held to have discharged *pro tanto* the debt due by him to the estate of such insolvent.

• Ibid. sec. 12. 1849, ch. 293, sec. 1.

12. No consignment of agricultural productions whatever, by the grower or producer or other owner, to any commission merchant, factor, agent or other bailee or consignee, for the purpose of sale for the use and benefit of such grower, producer or other owner, shall be deemed or taken to vest in such commission merchant, agent, factor or other bailee or consignee, any other title or right to such articles consigned, than the special right or title to sell and deliver the same to a fair and bona fide purchaser for a valuable consideration.

Ibid sec 14. 1849, ch. 293, sec. 1.

13. Every mortgage, pledge, deposit or other disposal by said commission merchant, factor, agent, bailee or consignee, of such agricultural productions thus consigned for sale alone, unless with the consent of the grower, producer or other owner, expressly given, shall be null and void; and no title to said articles, or any of them, shall pass to the person receiving the same, but the title thereto shall remain in the grower, producer or other consignor thereof, as if no such mortgage, pledge, deposit or other disposal had been made.