

Dec Ses 1825.

persons, body or bodies politic or corporate, to accept and take any such goods, wares or merchandise, or any such document aforesaid, in deposit or pledge as a security for any debt or demand existing before the time of such deposit or pledge, from any such agent or agents, factor or factors, notwithstanding such person or persons, body or bodies politic or corporate, shall have such notice as aforesaid, that the person or persons making such deposit or pledge, is or are an agent or agents, factor or factors; but then in that case, such person or persons, body or bodies, politic or corporate, shall acquire no further or other right, title or interest in the said goods, wares or merchandize, or the aforesaid documents than was possessed, or could or might have been enforced by the said agent or agents, factor or factors, at the time of such deposit or pledge, but such person or persons, body or bodies politic or corporate, shall and may acquire; possess and enforce such right, title or interest, as was possessed, or could or might have been enforced by such agent or agents, factor or factors at the time of such deposit or pledge as aforesaid; *Provided*, That such person or persons, body or bodies politic or corporate, so accepting and taking such goods, wares or merchandize, or such documents aforesaid, in deposit or pledge as aforesaid, shall not have notice at the time of so accepting and taking the same, that the said agent or agents, factor or factors had no authority from his, her, or their principal or principals to pledge or deposit the same, or to part with the possession thereof.

Proviso.

Real owner provided for.

6. *And be it enacted*, That nothing in this act contained shall be construed to deprive or prevent the true owner or owners, proprietor or proprietors, of any such goods, wares or merchandize in this act described, from demanding, recovering or receiving the same from his, her or their agent or agents, factor or factors, before the same shall have been sold; deposited or pledged, or from the trustee of such agent or agents, factor or factors, in the event of his, her or their insolvency; and in preference to all creditors of such agents and factors; nor to prevent such owner or owners, proprietor or proprietors; from demanding, recovering and receiving of, and from any person or persons, body or bodies politic or corporate, the sum agreed to be paid for the purchase of such goods, wares or merchandize, subject however to the same right of set off, on the part of such person or persons, body or bodies politic or corporate, against such agent or agents, factor or factors; as is hereinafter provided in cases where such agent or agents, factor or factors, shall have become insolvent; nor to prevent such owner or owners, proprietor or proprietors, from demanding, recovering or receiving; from such person or persons, body or bodies, politic or corporate, such goods, wares, or merchandize, so deposited or pledged, on repayment 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 in-