ANNO QUARTO

GEORGII IV. REGIS.

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C A P. LXXXIII.

An Act for the better Protection of the Property of Merchants and others, who may hereafter enter into Contracts or Agreements in relation to Goods, Wares, or Merchandizes intrusted to Factors or Agents. [18th *July* 1823.]

WHEREAS it has been found that the Law, as it now stands, relating to Goods shipped in the Names of Persons who are not the actual Proprietors thereof, and to the Deposit or Pledge of Goods, affords great Facility to Fraud, produces frequent Litigation, and proves, in its Effects, highly injurious to the Interests of Commerce in general; be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act, any Person or Persons intrusted, for the Purpose of Sale, with any Goods, Wares, or Merchandize, and by whom such Goods, Wares, or Merchandize shall be shipped in his, her, or their own Name or Names, or in whose Name or Names any Goods, Wares, or Merchandize shall be shipped by any other Person or Persons, shall be deemed and taken to be the true Owner or Owners thereof, so far as to entitle the Consignee or Consignees of such Goods, Wares, and Merchandize to a Lien thereon, in respect of any Money or negociable Security or Securities advanced or given by such Consignee or Consignees to or for the Use of the Person or Persons in whose Name or Names such Goods, Wares,

Persons in whose Names Goods shall be shipped, shall be deemed to be the true Owners, so as to entitle Consignees to a Lien thereon in respect of their Advances, or of Money or negociable

Securities received by the Shippers to the Use of the Consignees, provided the Consignees have no Notice that the Consignors are not the actual Proprietors of such Property.

Wares, or Merchandize shall be shipped, or in respect of any Money or negociable Security or Securities received by him, her, or them to the Use of such Consignee or Consignees, in the like Manner to all Intents and Purposes as if such Person or Persons was or were the true Owner or Owners of such Goods, Wares, and Merchandize; provided such Consignee or Consignees shall not have Notice, by the Bill of Lading for the Delivery of such Goods, Wares, or Merchandize, or otherwise, at or before the Time of any Advance of such Money or negociable Security, or of such Receipt of Money or negociable Security, in respect of which such Lien is claimed, that such Person or Persons so shipping in his, her, or their own Name or Names, or in whose Name or Names any Goods, Wares, or Merchandize shall be shipped by any Person or Persons, is or are not the actual and *bonâ fide* Owner or Owners, Proprietor or Proprietors of such Goods, Wares, and Merchandize so shipped as aforesaid, any Law, Usage, or Custom to the contrary thereof in anywise notwithstanding: Provided also, that the Person or Persons in whose Name or Names any such Goods, Wares, or Merchandize are so shipped as aforesaid, shall be taken for the Purposes of this Act to have been intrusted therewith, unless the contrary thereof shall appear or be shewn in Evidence by any Person disputing such Fact.

Any Person may take Goods or Bill of Lading in Deposit from any Consignee; but such Person shall not acquire any further Right than the Consignee possessed.

II. And be it further enacted, That it shall be lawful to and for any Person or Persons, Body or Bodies Politic or Corporate, to accept and take any Goods, Wares, or Merchandize, or the Bill or Bills of Lading for the Delivery thereof, in Deposit or Pledge, from any Consignee or Consignees thereof, but then and in that Case such Person or Persons, Body or Bodies Politic or Corporate, shall acquire no further or other Right, Title, or Interest, in or upon or to the said Goods, Wares, or Merchandize, or any Bill of Lading for the Delivery thereof, than was possessed, or could or might have been enforced by the said Consignee or Consignees at the Time of such Deposit or Pledge as a Security as aforesaid; 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, and might have been enforced, by such Consignee or Consignees, at the Time of such Deposit or Pledge as aforesaid; any Rule of Law, Usage, or Custom to the contrary notwithstanding.

Right of the true Owner to follow his Goods while in the Hands of his Agent, or of his Assignees in case of Bankruptcy, or to recover them from Assignees, &c. upon paying his Advances secured upon them, &c.

III. Provided always, That nothing herein contained shall be deemed, construed, or taken to deprive or prevent the true Owner or Owners, Proprietor or Proprietors of such Goods, Wares, or Merchandize, from demanding and recovering the same from his, her, or their Factor or Factors, Agent or Agents, before the same shall have been so deposited or pledged, or from the Assignee or Assignees of such Factor or Factors, Agent or Agents, in the Event of his, her, or their Bankruptcy; nor to prevent any such Owner or Owners, Proprietor or Proprietors, from demanding or recovering of and from any Person or Persons, or of or from the Assignees of any Person or Persons in case of his or her Bankruptcy, or of or from any Body or Bodies Politic or Corporate, such Goods, Wares, or Merchandize, so consigned, deposited, or pledged, upon Repayment of the Money, or on Restoration of the negociable Security or Securities, or on Payment of a Sum of Money equal to the Amount of such Security or

Securities, for which Money or negociable Security or Securities such Person or Persons, his, her, or their Assignee or Assignees, or such Body or Bodies Politic or Corporate, may be entitled to any Lien upon such Goods, Wares, or Merchandize; nor to prevent the said Owner or Owners, Proprietor or Proprietors, from recovering of and from such Person or Persons, Body or Bodies Politic or Corporate, any Balance or Sum of Money remaining in his, her, or their Hands, as the Produce of the Sale of such Goods, Wares, or Merchandize, after deducting thereout the Amount of the Money or negociable Security or Securities so advanced or given upon the Security thereof as aforesaid: Provided always, that in case of the Bankruptcy of such Factor or Agent, the Owner of the Goods so pledged and redeemed as aforesaid shall be held to have discharged *pro tanto* the Debt due by him to the Bankrupt's Estate.

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