

*yes to Judge according  
the True intent &  
Meaning of this Act.*

*AND be it Enacted, by the Authority aforesaid,* That in any Action in Court of Justice, or Dispute before a single Magistrate, between any Ordinary-keeper and any Person in this Act described, such Court, and the Jury, in any Tryal by a Jury, or single Magistrate, shall, by Virtue of this Act, consider and enquire, whether any Debt, so sued for, or claimed, before a single Magistrate, be contracted contrary to the true Intent and Meaning of this Act; and if it shall appear to such Court, Jury, or Magistrate, that such Debt was contracted contrary to this Act, that then the Plaintiff be nonsuit, and the Defendant recover his Cost of Suit; and that in Case any Action or Demand shall be brought, on any Obligation, under the Hand and Seal of any such Person, or upon any Note or Writing, under the Hand only of the Defendant or Debtor, or if any such Note shall be given in Evidence to support such Action or Demand, it shall and may be lawful for the Defendant or Debtor, in every such Action or Demand, to plead the General Issue, that he doth not owe, or did not assume to pay, such Debt or Claim; and that then, and in every such Case, Action, or Demand, it shall be incumbent on the Plaintiff to prove, for what Consideration such Obligation or Note was past; and if such Plaintiff does not prove the same not to have been past for some other Consideration than Liquor, or other Accomodations sold, or lost as aforesaid, or prove, that such Liquor, or Accomodations, was absolutely necessary, and not sold or furnished contrary to the true Intent and Meaning of this Act, the Plaintiff shall be nonsuit, and the Defendant shall recover the Cost of Suit.

*AND be it further Enacted, by the Authority, Advice, and Consent aforesaid,* That in case it shall appear to any Court or Magistrate, that any Part of any Account, to be sued for or demanded, or any Part of the Consideration, for which any Obligation or Note shall be taken or past, shall be for Liquor, or Accomodations, supplied, or sold, or any Money, Tobacco, or Liquor, won at Gaming, contrary to this Act, that then, and in every such Case, the Plaintiff shall recover only what shall appear to be due, exclusive of any Liquor, or other Accomodations, supplied or provided, contrary to this Act; and the Defendant shall be discharged from the Residue, and recover the full Costs of Suit; any Law, Usage, or Custom, to the contrary, notwithstanding.

*AND be it further Enacted,* That all Mortgages, Obligations, or other Securities, which shall be taken in Trust for any Ordinary-keeper, shall be absolutely void, unless such Mortgage, Obligation, or other Security, shall be assigned or transferred to any other Person, being a Stranger to such Trust, for a valuable Consideration; and in case of such Assignment, or Transfer, that such Trustee shall forfeit and pay double the Principal Sum mentioned in such Mortgage, Obligation, or Security; one Half to the Lord Proprietary, for the Use aforesaid, and the other Half to him or them who will sue for the same; to be recovered, by Action of Debt, Bill, Plaint, or Information, wherein no Essoyn, Protection, or Wager of Law shall be allowed. And for the better Discovery of such Trusts,

*BE it Enacted, by the Authority, Advice, and Consent aforesaid,* That every Trustee, or suspected Trustee, as aforesaid, shall be obliged, by Virtue of this Act, to answer Interrogatories upon Oath, or Affirmation, if a Quaker, concerning such Trust; which Examination shall be received as Evidence