

contrary to this Act, that then the Plaintiff shall 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 Obligation, Note or Writing, 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; 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, Note or Writing was passed; and if such Plaintiff does not prove the same to have been passed for some other Consideration than Liquor or other Accommodations sold, or lost, as aforesaid, or prove that such Liquor or Accommodations were 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.

Session Laws
p. 16
Notes, &c.
unless for
other
other Con-
sideration
than Liquor,
not
recoverable

And be it further enacted by the Authority 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 pass'd, shall be for Liquors or Accommodations 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 Accommodations supplied or provided contrary to this Act; and the Defendant shall be discharged from the Residue, and recover the full Cost of Suit; any Law, Usage, or Custom, to the contrary notwithstanding.

Nor for
Money lost
at Gaming

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 Commissioners aforesaid, to be collected, paid and applied as aforesaid; and the other half to him or them who will sue for the same; to be recovered in the Names of the Lord Proprietary and such Informer, by Action of Debt, Bill, Plaint, or Information, wherein no Essoin, Protection or Wager of Law shall be allowed.

Also
Mortgages,
Securities,
&c. are to
be void in
such Cases

And for the better Discovery of such Trusts, Be it Enacted, 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 in any Trial concerning such Trust: and if

Trustees of
such
Mortgages,
&c. to
answer
Interroga-
tories upon
Oath