

Ascertainning the
manner of Tenders
at proper Times.

and hath Offered it to his Creditor, his Factor or Attorney, and by him or them refused, neglected or delayed to be received as aforesaid, it shall and may be lawful to and for such Debtor or Debtors, at any Time between the first Day of *November* and the last Day of *March*, in every Year during the Continuance of this Act, and at no other Time, to repair to the next Justice of Peace, and there before him, upon making Oath of such Tobacco being already tendred, and neglected, refused or delayed to be received, the said Justice shall, and is hereby Impowered and Required to ap point two Sufficient Persons, being Freeholders in the Nighbourhood (not being of Kin either to the Debtor or Creditor) where such Debtor shall dwell, to View, Search and Look upon such Tobacco, so ready to be paid in Discharge of the Debt, and tendered as aforesaid; which Two Persons so appointed shall take their Oaths, to be administred by the Justice aforesaid, *Well and truly to Try and Examine into the Matter aforesaid, and make Report to the Justice afore aid*; and if upon Viewing the same, it be found that the Tobacco aforesaid, is clean, sound and Merchantable and fit to be paid in Discharge of the Debt aforesaid, they shall and are hereby Authorized and Impowered to mark the said Tobacco in Hoggsheds, upon the Head and Bulge for such Creditor, as aforesaid, and Weigh the same, and Signifie the Neat Weight thereof unto the Justice aforesaid, which Tobacco so tendered, and refused to be received, being Viewed, Marked and Weighed, as aforesaid, shall forever after be esteemed and taken as the proper Goods and Tobacco of the Creditor, and in absolute Discharge of the Debt, as aforesaid, or of so much thereof as the same Tobacco shall weigh (Provided each Hoggshed Weighs Five Hundred Neat, or upwards)

to discharge the
Debt in Hoggsheds
not less than 500l.
Neat.

Notice to be given
the Creditor to
produce Specialty
or be content with
clean Tobacco.

To be carefully
preserved by the
Debtor for 1 Year.

On Tender and
Refusal.

The Plaintiff to
lose his Costs &
pay the Defendants

And because many Contracts, Bills and Bonds may be of different Nature and Circumstances, *It is hereby further Declared, and Enacted* That upon every such Viewing, as aforesaid, the Creditor, his Factor or Attorney shall have Notice thereof by the said Debtor, and if he do not come to the Place and make known, by shewing the Contract or Obligation, the Circumstances or Nature of the Contract or Obligation, if the Tobacco Viewed as aforesaid, be clean from Trash, sound, Merchantable, it shall be Marked and Viewed in Discharge of such Debt, be the same of what Nature soever; and the Person in whose House the Tobacco lies or shall lye, shall take care of and preserve the same for one whole Year, as they are Obliged to do Tobacco Actually received by any Creditor, Merchant or others, any Law, Statute or Usage to the contrary notwithstanding.

And be it further Enacted by the Authority, Advice and Consent aforesaid, That if any Debtor who hath tendred Tobacco to his Creditor, which is in very good Condition, clear of all manner of Trash, according to the Tenor of the Specialty aforesaid, and well packed in good seasoned Hoggsheds, and which Hoggsheds of Tobacco contain *Five Hundred Pounds of neat Tobacco*, at the least, and which the Creditor refused, and hath such Tobacco ready to tender and pay to his Creditor, be yet notwithstanding sued and prosecuted at Law, in Order to Recover such Tobacco as he shall be indebted to his Creditor, if at the Tryal the Defendant shall make appear by two sufficient Evidences, That he tendred to the Plaintiff such his Debt in such Tobacco, Qualified as aforesaid, having the Tobacco ready and full packed in Hoggsheds before the Plaintiff Purchased his Writ, then and in every such Case the Plaintiff shall not Recover any Cost of Suit against the Defendant, but shall pay the Defendant what Cost the Defendant hath, in that Cause, Expended, to be