

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 mark'd 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 lie, 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

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

To be carefully preserved by the Debtor for 1 Year.

And be it further Enacted by the Authority, Advice and Consent aforesaid, That if any Debtor who hath tendered 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 Hogheads, and which Hogheads 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 tendered to the Plaintiff such his Debt in such Tobacco, qualified as aforesaid, having the Tobacco ready and full packed in Hogheads, 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 deducted out of the Plaintiff's Debt, by the Court before whom such Suit shall be; and the Plaintiff shall have Judgment for what shall be remaining due to him, after such Deduction made as aforesaid. And in Case any Plaintiff, after such Recovery had of any Quantity of Tobacco against any Defendant, having Tobacco packt in Hogheads, and qualified as aforesaid, shall recuse upon the Defendants tending of such Tobacco, to review the same, but shall sue out Execution against the Defendant, whereby the Defendant is taken in Execution, and imprisoned: Then, and in such Case, any Friend of the said Defendant so imprisoned, may on behalf of such Prisoner go to the High Sheriff, and require him to certify to the next Justice of the Peace, at whole Suit, and for what Sum the said Prisoner is in Execution, which Certificate the Sheriff shall make *Gratis*, and give to such Person requiring the same, within Five Hours after such Demand, under Penalty of *Two Thousand Pounds of Tobacco in Cask*, to be forfeited by the High Sheriff, if he wilfully refuse to make the same, the one half thereof to her Majesty, her Heirs and Successors, for the Support of Government, the other half to the Party grieved; to be recovered by Action of Debt in any Court of Record in this Province; which Certificate so obtained, any Friend or Agent of such Prisoner shall shew unto such next Justice of Peace; and if such Friend or Agent of such Prisoner will aver that the Prisoner hath Tobacco ready to pay such Debt or Damages recovered, convenient; and that such Friend will open and shew the same, the said Justice of Peace shall either go in Person or send two discreet Persons, Free-holders as aforesaid, sworn before him, to View the Tobacco and weigh it, and make

On Tender and Refusal,

The Plaintiff to loose his Costs and pay the Defendant, To be deducted out of the Debt.

After recovery, how to be satisfied,

On Discharge of Execution,