

Same and signify the neat weight thereof unto the said receiver
 which tobacco tendered and refused to be received being viewed marked
 weighed as aforesaid shall for ever after be esteemed and taken as the
 proper goods and tobacco of the Creditor and in absolute discharge
 of the debt or of so much thereof as the same tobacco shall
 weigh (provided each hoggshead weighs five hundred neat or
 upwards) 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
 showing the Contract or obligation the Circumstances or nature
 of the Contract or obligation if the tobacco viewed as aforesaid be free
 from trash sound and merchantable it shall be marked and
 viewed in discharge of such debt to 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.

And be it further enacted by the authority aforesaid
 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} and specially aforesaid and well packed in good seasoned hoggsheads
 and which hoggsheads 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 by lot notwithstanding sued and
 prosecuted at law in order to recover such tobacco as he shall be adjudged
 to his Creditor, if at the tryall the defend^t shall make appear by two or
 three Evidences that he tendered to the plaintiff such tobacco in such
 tobacco qualified as aforesaid having the tobacco ready and well packed
 in hoggsheads before the plaintiff purchased his writ then and in every
 such case the plaintiff shall not recover any Cost of Suit against the defend^t
 but shall pay the defend^t what Cost the defend^t 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 defend^t having tobacco packed in hoggsheads and qualified
 as aforesaid shall refuse upon the defend^t's tendering of such tobacco to receive
 the same but shall sue out Execution against the defend^t whereby the debt
 is taken in Execution and imprisoned then and in such Case any friend
 of the said defend^t so imprisoned may on behalf of such prisoner go