

Ordinary-keepers not to Trust any, except Travellers, &c. on pain of losing such Debts.

Be it Enacted by the Authority aforesaid, That no Person who shall be Licensed to keep Ordinary from and after the End of this Session of Assembly, shall suffer any Tradesman or other Person having a Family, and no visible Estate whereby to Support themselves or their Families, but their own Labour and Industry; or any single Person, whether Tradesman or otherwise, not having a visible Estate, to Tittle or Game in such Ordinary; other than such as shall be Invited by any Traveller, and shall accompany him only during his necessary Abode there, and other than Persons Travelling upon their necessary Occasions (so far distant from their own Habitations as may render it impracticable or inconvenient to repair thither) to take their Diet, and other necessary Accommodations, in such Ordinary, and other than such as may happen to be confined in such Ordinary by Sicknes, severity of Weather, or other Accident, on Pain of not being paid for any Liquor, or other Accommodations, which such Ordinary-keeper shall supply such Person with, or which shall be lost by any such Person at any Games.

Provido.

Provided always, That no Ordinary-keeper shall be restrained from Supplying any of the Persons herein before mentioned, with Victuals or Liquor in moderate and necessary Quantities, so as no Ordinary-keeper shall Trust any such Person for more than *Five Shillings*, or the value thereof, in any one Year, except in such Cases as herein before mentioned, to be judged of by any Judicature having Cognizance of any Dispute concerning such Expences.

Courts and Juries to enquire in Actions bro't before them whether the debts sued for were contracted contrary to this Act, and if so, the Plaintiff to be Non-suit

And be it Enacted by the Authority aforesaid, That in any Action in a 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 Trial 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 shall be Non-suit 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 Accommodations sold or lost as aforesaid, or prove that such Liquor or Accommodations was absolutely necessary, and not sold or furnished contrary to the true intent and meaning of this Act, the Plaintiff shall be Non-suit, and the Defendant shall recover the Cost of Suit.

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