

Bonds, &c. may be assigned, and the Assignee to maintain an Action.

In Case of Default of the Assignee.

No Action to be maintained, but by the Oath of the Assignor.

Perjury punished.

Attorneys Fees.

Continuance.

VII. *AND be it Enacted by the Authority aforesaid*, That upon all Bonds, or other Obligations, under Seal, that have or shall be assigned under Hand and Seal, the Assignee shall and may, by Virtue of such Assignment, maintain an Action or Actions in his or her Name, against the Obligor or Obligors therein named; and if it shall happen that such Obligor or Obligors shall be unable to pay the Debt mentioned in such Obligation, or cannot be found in the Place or County of his usual Abode, or any other Thing or Casualty should happen, whereby the Assignee should not be able to receive or recover his Debt from such Obligor or Obligors, that then, and in every such Case, the like Action shall and may be maintainable, by such Assignee, against the Obligee or Obligees in such Obligation mentioned; any Law, Usage, or Custom, to the contrary notwithstanding. *Provided*, That where any Debt shall be lost by the Negligence or Default of the Assignee or Assignees, that the Assignor or Assignors shall not be liable, any such Assignment notwithstanding.

VIII. *PROVIDED also*, That no Action or Actions shall be maintained in the Name or Names of any Assignee or Assignees, unless the Assignor or Assignors have made or shall make Oath (or Affirmation, if a Quaker) before some Magistrate, that he, she, or they, hath or have received no Part of the Sum mentioned in such Obligation, or but such Part thereof as shall be mentioned in such Oath or Affirmation, at the Time of making any such Assignment, to be indorsed on such Bond or Obligation.

IX. *AND be it likewise Enacted*, That any Person knowingly swearing or affirming falsely in the Premises, and being thereof convict by due Course of Law, shall suffer as in the Case of wilful and corrupt Perjury.

X. *AND be it further Enacted, by the Authority aforesaid*, That an Attorney being concerned for either Plaintiff or Defendant, in any Cause of Equity to be heard before the County Courts as aforesaid, shall have and receive One Hundred Pounds of Tobacco, where the Debt doth not exceed Ten Pounds Sterling, or Two Thousand Five Hundred Pounds of Tobacco; and where the Debt doth exceed Ten Pounds Sterling, or Two Thousand Five Hundred Pounds of Tobacco, in any such Case, the Quantity of Two Hundred Pounds of Tobacco, and no more.

XI. *THIS Act* to continue for Three Years, and unto the End of the next Session of Assembly which shall happen after the End of the said Three Years.

An Act continuing an Act entituled, *An Act for the Gauge of Barrels, for Pork, Beef, Pitch, Tar, Turpentine, and Tare of Barrels for Flour or Bread.*

**B**E it Enacted, by the Right Honourable the Lord Proprietary, by and with the Advice and Consent of his Lordship's Governor, and the Upper and Lower Houses of Assembly, and the Authority of the same, That an Act of Assembly of this Province entituled, *An Act for the Gauge of Barrels, for Pork, Beef, Pitch, Tar, Turpentine, and Tare of Barrels for Flour or Bread*; made at a Session of Assembly begun and held at the City of Annapolis, the Fifth Day of August, Seventeen Hundred and Forty-five, be, and is hereby continued to be and remain, in full Force, for and during the full End and Term of Three Years, and unto the End of the next Session of Assembly, which shall happen after the Expiration of the said Three Years.

An Act continued.