

C H A P. IX.

£.166:13:4 per Cent. &c.

Sterling Money, or Bills of Exchange payable in London, or elsewhere in the Dominions of the King of Great-Britain, such Creditor shall receive Bills of Credit abovementioned, in Payment and Discharge of any such Debt, at the Rate of one hundred and sixty-six Pounds thirteen Shillings and four-pence Currency, in any of the Bills of Credit aforesaid, for one hundred Pounds Sterling, or one hundred Pounds Bills of Exchange, payable as aforesaid, if tendered as aforesaid; and on Refusal thereof shall be deemed and taken to be within the Meaning of this Act, and shall forfeit as above specified and declared.

VI. And Whereas Bonds or other Writings may have been given for Money to be paid in Half Johannes, weighing nine Pennyweight, or as much in Bills of Credit as will purchase the same, or may be the Value thereof;

Eight Dollars in Bills of Credit worth one Half Johannes, &c.

VII. Be it therefore enacted, That eight Dollars, in any of the Bills of Credit aforesaid, shall be deemed and taken to be worth one Gold Portugal Half Johannes, weighing as aforesaid, and in the same Proportion for all other Gold Coin; and all Persons, refusing to take and receive such Bills of Credit, in Payment and Discharge of such Debt, and Redemption of such Bond or other Writing, as aforesaid, shall be deemed and taken to be within the Meaning of this Act, and shall forfeit such Debt, and be in all Things dealt with as in this Act is directed in Cases of Refusal on Tender.

Creditors residing out of this State, a Tender to their Attornies available, &c.

VIII. And be it further enacted, That where any Creditor resides out of this State, a Tender and Refusal to his Agent or Attorney in fact, or where there is no Agent or Attorney in fact residing in this State, to his Attorney at Law, shall be good and available to the Debtor; and a Refusal by the Agent or Attorney in fact, or, where there is no Agent or Attorney in fact residing as aforesaid, by his Attorney at Law, shall be an Extinguishment of the Debt, and may be pleaded in Bar, and given in Evidence, in the same Manner as if the Creditor had resided in this State; provided always, that nothing in this Clause shall be construed to make a Tender to an Attorney at Law a Bar to any Debt or Claim of which such Attorney has not the Care and Management. And, if any Person or Persons, having tendered the whole of any Money in Payment of any Debt above specified, or any other Demand, and the same being refused and not received, it shall and may be lawful for every such Debtor to ask for and demand his, her, or their, Mortgage, Bond, Specialty, Bill, Note, or Contract, or a Discharge of his, her, or their Debt or Demand, if it shall be of any other Kind or Denomination, every such Demand being made in the Presence of two credible Witnesses; and if such Creditor shall refuse or neglect to deliver up such Writing, or give such Discharge to his Debtor as aforesaid, it shall and may be lawful for every such Debtor to sue for and recover, of and from such Creditor, his or her Heirs, Executors, or Administrators, in an Action of Trover and Conversion, or by special Action upon the Case, his Damages not exceeding the Sum due on any Mortgage, Bond, Specialty, Bill, Note, or other Instrument of Writing, or on any Contract, Assumption, or Agreement, together with Costs of Suit.

Persons may recover their Bonds, &c. where Payment has been tendered in Bills of Credit and refused.

IX. And