

*Daniel Dulany, Esq;* from the Upper House, delivers to Mr. Speaker the following Message, *viz.*

By the Upper House of Assembly, *June 11, 1748.*

*Gentlemen,*

**W**E do assure you, it is with the utmost Reluctance that we can prevail with ourselves to refuse our Concurrence to what you so earnestly press; but nothing less than the strongest Conviction of the Impropriety and Injustice of the Clause, would have extorted from us this so positive a Declaration as we are obliged now to make, of adhering to our Amendment.

Signed per Order, *J. Ross, Cl. Up. Ho.*

On reading the Message aforesaid, the Question was put, Whether the Bill entituled, *An Act for altering and establishing certain Warehouses, and for other Purposes therein mentioned,* shall pass, without the following Clause, *viz.*

And whereas by the said recited Act it is Enacted, That all Debtors, at the Time of making the said Act, owing Tobacco, their Executors, and Administrators, should, if they paid their Tobacco Debts then due in Inspected Tobacco at Warehouses, in pursuance of the said recited Act, be allowed by their several and respective Creditors, their Executors, or Administrators, a Deduction of one fourth Part of their Debts or Demands. And it being represented to this present General Assembly, that many the People within this Province, in order to evade the true Intent and Meaning of the said Act, have, since the making thereof, made new Contracts with their Debtors, by taking Obligations, or other Securities, for such their Debts: *Be it Enacted and declared by the Authority aforesaid,* that in all Cases where any Creditor or Creditors have, since the making of the said recited Act, taken, or shall take, any Security or Securities for Tobacco Debts, that were due and owing prior to the making the said Act, where the Creditor or Creditors shall be paid in Inspected Tobacco, the Creditor or Creditors shall be, and hereby are obliged to discount one fourth Part of the original Tobacco Debt, according to the true Intent and Meaning of the beforementioned and this Act; any Law to the contrary notwithstanding.

And whereas it may happen that the Debtor or Debtors, by the Management of the Creditor or Creditors, may not be able to make appear that any Bond, Bill, Note, or Specialty, taken and entered into, since the making of the said Act, was passed for any Debt or Debts, really and *bona fide* contracted prior to the making the said Act; *Be it Enacted,* in such case, That if the Debtor or Debtors shall be sued or prosecuted at Law for said Debt or Debts, that then, in case the Debtor or Debtors shall in any Court of Law insist, that he, she, or they, according to the true Intent and Meaning of the aforesaid Act, ought to have a Discount of a Fourth of the Debt or Demand, he, she, or they shall be impleaded for, and shall allege any Failure of Proof; that then and in such case the Plaintiff or Plaintiffs in any Action, or their Attorney or Attorneys in Fact, may be, by the Court in which such Action or Actions shall be brought, interrogated on Oath touching the Premises; that is to say, Whether or not the Debt or Demand sued for, was a Debt really and *bona fide* due before the making of the said Act? and in case the Plaintiff or Plaintiffs, or their Attorney or Attorneys in Fact, refuse to answer on Oath touching the matter, that then and in such case, it shall be taken for granted, that the Debt or Demand sued for was for a Debt due prior to the making said Act; and then, that a Discount of one Fourth of the Debt or Demand shall be made, as if the same had actually been paid.

or not? *Resolved in the Affirmative.*

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