

At the GENERAL ASSEMBLY of the Province of *Nova Scotia*, begun and holden at *Halifax*, on the Twenty Eighth Day of *May*, Anno Domini 1765, in the Fifth Year of the Reign of our Sovereign Lord GEORGE the Third, of *Great Britain, France, and Ireland*, KING, Defender of the Faith, &c. and there continued by several Prorogations until the Eighteenth Day of *June*, 1768, in the Eighth Year of His said Majesty's Reign; being the Sixth Session of the Fourth GENERAL ASSEMBLY convened in the said Province.

C A P. I.

An ACT for determining Differences by Arbitration.

HEREAS References made by Rule of Court may contribute much to the Ease of the Subject, in the determining of Controversies, because the Parties become thereby obliged to submit to the Award of the Arbitrators, under the Penalty of Imprisonment for their Contempt in Case they refuse Submission; Be it therefore Enacted by the Lieutenant Governor, Council, and Assembly, That it shall and may be lawful for all Merchants and Traders, and others desiring to end any Controversy, Suit, or Quarrel, Controversies, Suits, or Quarrels, for which there is no other Remedy but by Personal Action, or Suit in Equity, by Arbitration, to agree that their Submission of their Suit to the Award or Umpirage of any Persons, should be made a Rule of His Majesty's Supream Court, or of any of His Majesty's Inferior Courts of Common Pleas within this Province, which the Parties shall choose, and to insert such their Agreement in their Submission, or the Condition of the Bond or Promise, whereby they oblige themselves respectively to submit to the Award or Umpirage of any Person or Persons; which Agreement being so made and inserted in their Submission or Promise, or Condition of their respective Bonds, shall or may, upon producing an Affidavit thereof made by the Witnesses thereunto, or any one of them, in the Court of which the same is agreed to be made a Rule, and reading and filing the said Affidavit in Court, be entered of Record

Preamble.

Eng. Stat. 9. & 10.  
Will. 3. c. 15.

Merchants &c. desiring to end Controversies by Arbitration, may agree their Submission to be made a Rule of Court.

Agreement so made to be inserted in their Submission &c.

Parties to be finally concluded by such Arbitration,

in case of Disobedience Parties subject to Penalty, &c.

unless Arbitrators misbehaved themselves.

Corrupt Arbitrations void, and may be set aside.

cord in such Court, and a Rule shall thereupon be made by the said Court, that the Parties shall submit to, and finally be concluded by the Arbitration or Umpirage which shall be made concerning them by the Arbitrators or Umpire, pursuant to such Submission; and in Case of Disobedience to such Arbitration or Umpirage, the Party neglecting or refusing to perform and execute the same, or any Part thereof, shall be subject to all the Penalties of contemning a Rule of Court, when he is a Suitor or Defendant in such Court, and the Court on Motion shall issue Process accordingly, which Process shall not be stopped or delayed in its Execution, by any Order, Rule, Command, or Process, of any other Court, either of Law or Equity, unless it shall be made appear on Oath to such Court, that the Arbitrators or Umpire misbehaved themselves, and that such Award, Arbitration, or Umpirage, was procured by Corruption, or other undue Means.

II. *And be it further Enacted*, That any Arbitration or Umpirage procured by Corruption, or undue Means, shall be judged and esteemed void and of none Effect, and accordingly be set aside by any Court of Law or Equity, so as Complaint of such Corruption or undue Practice be made in the Court where the Rule is made for Submission to such Arbitration or Umpirage, before the last Day of the next Term after such Arbitration or Umpirage made and published to the Parties; any Thing in this Act contained to the contrary notwithstanding.

C A P. II.

An A C T for giving like Remedy upon Promissory Notes, as is now used upon Bills of Exchange.

Preamble.

Eng. Stat. 3. & 4. Aug. c. 9.

*HEREAS* it has been held that Notes in Writing, signed by the Party who makes the same, whereby such Party promises to pay unto any other Person, or his Order, any Sum of Money therein mentioned, are not assignable or indorsible over, within the Custom of Merchants, to any other Person; and that such Person to whom the Sum of Money mentioned in such Note is payable, cannot maintain an Action, by the Custom of Merchants, against the Person who first made and signed the same; and that any Person to whom such Note should be assigned, indorsed, or made payable, could not, within the said Custom of Merchants, maintain any Action upon such Note against the Person who first drew and signed the same: Therefore to the Intent to encourage the Trade and Commerce of this Province, which will be much advanced, if such Notes shall have the same Effect as Inland Bills of Exchange, and shall be negotiated in like Manner: Be it Enacted by the Lieutenant Governor, Council, and Assembly, That all Notes in Writing, made and signed by any Person or Persons, or by the Servant or Agent of any Merchant, Trader, or other Person or Persons, who is usually intrusted by him, her, or them, to sign such Promissory Notes for him, her,