

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.
Ann. 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,

her, or them, whereby such Person or Persons, his, her, or their Servant or Agent, as aforesaid, doth or shall promise to pay to any other Person or Persons, his, her, or their Order, or unto Bearer, any Sum of Money mentioned in such Note, shall be taken and construed to be, by virtue thereof, due and payable to any such Person or Persons, to whom the same is made payable; and also every such Note payable to any Person or Persons, his, her, or their Order, shall be assignable or indorsible over, in the same Manner as Inland Bills of Exchange are or may be, according to the Custom of Merchants; and that the Person or Persons, to whom such Sum of Money is or shall be by such Note made payable; shall and may maintain an Action for the same, in such Manner as he, she, or they might do, upon any Inland Bill of Exchange, made or drawn according to the Custom of Merchants, against the Person or Persons, who, or whose Servant or Agent, as aforesaid, signed the same; and that any Person or Persons, to whom such Note that is payable to any Person or Persons, his, her, or their Order, is indorsed or assigned, or the Money therein mentioned ordered to be paid by Indorsement thereon, shall and may maintain his, her, or their Action for such Sum of Money, either against the Person or Persons, who, or whose Servant or Agent, as aforesaid, signed such Note, or against any of the Persons that indorsed the same, in like Manner as in Cases of Inland Bills of Exchange: And in every such Action the Plaintiff or Plaintiffs shall recover his, her, or their Damages and Costs of Suit; and if such Plaintiff or Plaintiffs shall be Nonsuited, or a Verdict be given against him, her, or them, the Defendant or Defendants shall recover, his, her, or their Costs against the Plaintiff or Plaintiffs; and every such Plaintiff or Plaintiffs, Defendant or Defendants, respectively recovering, may sue out Execution for such Damages and Costs.

Promissory Notes may be assigned or indorsed, and Action maintained thereon, as on Inland Bills of Exchange.

Plaintiff or Defendant may recover Costs.

II. *And be it further Enacted*, That all and every such Actions shall be commenced, sued and brought, within such Time as is appointed for commencing or suing Actions upon the Case, by the Act of this Province, made in the Thirty Second Year of his late Majesty's Reign, intituled *An Act for Limitation of Actions, and for avoiding Suits of Law*.

How Actions shall be brought.

C A P. III.

An ACT in Addition to and further Amendment of an Act made in the Thirty Second Year of his late Majesty's Reign, intituled *An Act relating to Treasons and Felonies*.

32. Geo. 2: c. 13.



HERE AS it may be doubted in what County the Crime of Murder may be tried, where the Stroke is given in one County and Death ensues in another County, or where any Persons shall be Accessaries to Murders or Felonies committed in several Counties, Therefore be it Enacted

Preamble.

Eng. Stat. 2. & 3. Ed. 6. c. 24

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