

Manner of proceeding in actions wherein the defendant shall pretend to found his right upon any lands not specified in the oath, as constituting his qualification to act as a Justice of the Peace.

6. Provided always, and be it enacted, that if the Defendant in any such action, suit or information, shall intend to insist upon any lands, tenements or real estate, not mentioned in the Oath aforesaid, as constituting the whole or any part of his qualification to act as a Justice of the Peace, at the time of the offence alleged against him, he shall, at or before the time of his pleading, deliver to the Plaintiff or informer, or to his Attorney, notice in writing specifying such lands, tenements or real estate (other than those mentioned in the said Oath), and the Township, Parish, Seignior or place, and the County or Counties in which the same may be respectively situate, and if the Plaintiff or informer in any such action, suit or information shall think fit thereupon not to proceed any further, he may, with leave of the Court, discontinue such action, suit or information, on payment of such costs to the Defendant, as such Defendant may be entitled to, according to the course and practice of the Court.

The issue joined, no lands, &c., not mentioned in such oath or notice, to be insisted upon by the defendant.

7. Provided always, and be it enacted, that upon the trial of any issue in any such action as aforesaid, no lands, tenements, or real estate which are not mentioned in such oath or notice as aforesaid, shall be insisted upon by the Defendant as part of his said qualification.

If the lands belonging to the person taking such oath and those mentioned in the same, be liable to any charge, the latter to be chargeable only so far as the lands so jointly charged may be insufficient to discharge the charges.

8. And be it enacted, that when the lands, tenements, or real property, mentioned in the said Oath or notice, are, together with other lands, tenements or real property, belonging to the person taking such Oath, or delivering such notice, liable to any charges, rents or incumbrances, then and in that case, within the true intent and meaning, and for the purposes of this Act, the lands, tenements and real property mentioned in the said Oath or notice, shall be deemed and taken to be liable and chargeable only so far as the other lands, tenements and real property so jointly charged, are not sufficient to pay, satisfy or discharge the same.