

In case any part of Premises included in any Tenant's Lease may be necessary to be sold by said Execution,

Sheriff, &c. to swear 3 Freeholders Appraisers to estimate the Rents, &c.

it shall and may be lawful for such Purchaser or Purchasers, in any Court of Record which now is, or which hereafter shall or may be established in this Island, to prosecute and recover against such Tenant or Tenants, Damages and Costs for such illegal Overholding: And in case only Part of the Premises included in the Lease or Leases of such Tenant or Tenants may be necessary to be sold by Virtue of such Execution or Executions, and it may be uncertain how much of the whole Rent reserved in the Lease or Leases of such Tenants he or they ought to pay the Purchaser or Purchasers under such Execution or Executions, it shall and may be lawful for the Sheriff, or his Deputy, to estimate the same by the Appraisement of three reputable impartial Householdors, dwelling in the neighbourhood where such Lands shall or may lie, who shall be thereupon sworn by the Sheriff, or his Deputy, to decide impartially between the Parties; one of said Appraisers to be appointed by the Owner or Owners, Tenant or Tenants or his or their Landlord or Landlords; the other by the Purchaser, and the third by the Sheriff. And if the said Parties, or some Person lawfully authorised thereto by them, after such Notice given, shall neglect to attend the Sheriff to appoint Appraisers as aforesaid, it shall and may be lawful for the Sheriff or his Deputy to nominate as aforesaid for the Person so neglecting. And after such Appraisers shall have estimated the Portion of Rent such Tenant or Tenants ought to pay to the Person or Persons so purchasing a Part of the Premises leased to him or them, such Tenant, after being properly notified, shall attorn and become Tenant to such Purchaser; and in case of Refusal to attorn, and become Tenant to such Purchaser, he or they shall thereupon be liable to the same Penalties in every respect, and to be prosecuted as aforesaid: And such Tenant or Tenants, upon attorning as aforesaid, shall stand discharged of and from the Claims of his or their Landlord, for so much Rent as the said Appraisement shall amount to, and shall perform all such Covenants in his or their Lease, so