

Sheriff or his Deputy, after such Deed shall be so executed to enter on the Premises specified in such Deed, and to put such Purchaser or Purchasers into the quiet and peaceable Possession thereof, provided nevertheless, that if the Premises so sold, or any Part thereof, shall have been leased by Lease or Instrument in Writing to any Tenant or Tenants before the extending Execution thereon, whose Lease or Leases shall not be expired at the Time of such Sale, that then it shall and may be lawful for the Sheriff or his Deputy to notify such Tenant or Tenants, that they must attorn and become Tenants to such Purchaser or Purchasers, and in Case such Tenant shall after such Notice received as aforesaid, shall refuse to attorn and become Tenant to such Purchaser or Purchasers according to Law, that then such Tenant or Tenants Lease shall be deemed Null and Void, and he or they shall become subject to all the Laws of this Province against forceable Entry and Detainer, and it shall and may be lawful for such Purchaser or Purchasers to prosecute and recover against such Tenants as against forceable Overholders in the Manner specified in said Laws against forcible Entry and Detainer, and in Case only Part of the Premises included in such Tenants Lease or Leases 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 such Tenants Lease or Leases he ought to pay to 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 Appraisalment of three Freeholders of the County where such Lands lye, who shall be sworn by the Sheriff or his Deputy, to decide impartially between the Parties, one of said Appraisers to be appointed by the Tenant or his Landlord, the other by the Purchaser, and the third by the Sheriff, and if the said Parties or some Person lawfully authorized by them, after 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 for the Person so neglecting, and after such Appraisers 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, 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 be subject to the Laws against forceable Entry and Detainer, and shall be liable to be prosecuted thereon as aforesaid, and such Tenant or Tenants shall stand discharged of and from the Claims of his or their Landlord for so much Rent as the said Appraisalment shall amount to, and shall perform all such Covenants in his Lease so far as relate to the Premises so sold to the Purchaser thereof in as full and ample Manner as he was bound, to perform the same to his or their Landlord.

III. *And be it further Enacted by the Authority aforesaid, That the Sheriff or his Deputy Fourteen Days before he shall proceed to sell*  
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If the Premises so sold shall have been leased, and Tenants Lease shall not be expired before such Sale.

Sheriff to notify such Tenant that he must attorn and become Tenants to the Purchaser.

Tenant refusing to attorn his Lease to become Void, and be Subject to the Laws against forceable Entry and Detainer.

In Case any Part of Premises included in any Tenants Lease may be necessary to be Sold by said Execution:

Sheriff &c. to swear three Freeholders Appraisers to estimate the Rents &c.