

Law and Equity as *prima facie* evidence of the judgment upon which the execution issued, the execution, seizure, sale, and of the right of the purchaser to sue for, have and claim the *choses* in action or property mentioned or referred to in such memorandum, as the assignee thereof, and shall give the purchaser the right to acquit such *choses* in action, and to hold such property as his own.

Effect of the memorandum of sales as evidence.

IV. And be it enacted, That in selling book debts, or other debts, bills, bonds, promissory notes, warehouse receipts, or other *choses* in action, it shall be the duty of the Sheriff or Officer, where such *choses* in action severally exceed in amount the sum of five pounds, to expose them severally as distinct chattels, but in cases in which the *choses* in action are under five pounds, he may include in one offer any number not exceeding in amount five pounds; and in case any book or paper shall contain entries or evidences of several debts or *choses* in action it shall be his duty to keep such book or paper for the benefit of all concerned, giving them reasonable access thereto, on payment of such a fee as the Court out of which the execution issued, or a Judge thereof, shall direct or appoint.

Book debts, &c. to be sold in lots of about £5 each.

Sheriff to retain certain books, &c. for the use of all parties.

V. And be it enacted, That after the sale of any *chose* in action under this Act, the party against whose goods and chattels the execution issued, and whose *choses* in action may have been sold, shall be a competent witness to be examined in any action touching such *choses* in action or property.

The party seized to be a competent witness as to *choses* in action sold.

VI. And be it enacted, That the purchaser of any *chose* in action sold under this Act, shall have the legal right to demand, sue for, release and acquit such *chose* in action as fully as the original party: Provided always, that the claim and suit shall be in the name of the purchaser as the assignee of the original party to such *chose* in action; and in case such *chose* in action shall have been sold

Rights of purchaser of *choses* in action. Proviso he shall sue as assignee of such *choses*.