

value to be ascertained in like manner as is herein after prescribed for taking Replevin Bonds); and which Warrant of Attorney shall be with a Defeasance for the due return and forthcoming of the Goods and Chattels distrained, or the appraised value thereof, on the day of sale; and the Goods and Chattels so distrained shall be forthwith returned to the owner or owners thereof.

Defeasance of
Warrant of At-
torney.

II. And be it further enacted, That if the Goods and Chattels so distrained and delivered back to the owner or owners as aforesaid, or the appraised value thereof, or of such part thereof as may have been sold by the Tenant, with the Chattels unsold, shall not be forthcoming and paid on the day appointed for the sale thereof; or that such Tenant shall not have replevied the Distress at the day appointed for the sale thereof; in any such case it shall and may be lawful for the Lessor or Landlord afterwards to enter up Judgment on such Warrant of Attorney, and sue out Execution thereon to the amount of the appraised value of the Distress (if not exceeding the rent or balance of rent due), with costs; and the Goods and Chattels distrained shall be first sold under the said Execution, or such part thereof as may be forthcoming to be levied on, before any Execution shall be executed on the persons or property of the Sureties, or either of them; and the person who makes the Distress may take such Warrant of Attorney, and shall be entitled to a fee of Five Shillings for the same, and no more.

If Goods, &c., or appraised value thereof, shall not be forthcoming or paid at the day of sale, or if the same be not replevied, Lessor or Landlord may enter up judgment on Warrant of Attorney, &c.

Amount to be levied.

Mode of proceeding under execution issued on such judgement.

Fee for taking Warrant of Attorney.

III. And be it further enacted, That in case any Tenant or Tenants, Lessee or Lessees, for life or lives, term of years, at will, sufferance or otherwise, of any Messuage, Lands, Tenements or Hereditaments, upon the demise or holding whereof any rent is or shall be reserved, due or made payable, shall fraudulently or clandestinely convey away or carry off from such premises, his,

Tenant or Lessee fraudulently or clandestinely conveying away Goods, &c.