

ention, whose Term of Years have not expired at the time of levying, under-Tenant to be notified by Sheriff that he, she or they must return and become Tenants to the plaintiff.

Said Plaintiff before the determination of Suit, to have power to recover Rents payable by Under-Tenant or so much thereof as will satisfy the Execution;

such Under-Tenant to stand discharged from the claims of Defendant for so much Rent as shall be paid, and which shall be received in liquidation of the Levy.

When Terms of Years are taken in Execution Sheriff to return the Writ within 8 days after levy made.

Proviso.

No sale, as aforesaid, to be a forfeiture of such Lease.

Sheriff, &c. to expose to sale the Interest of Leaseholder at Auction.

Sheriff, &c. to execute to Purchaser a Deed of sale,

which shall be good and sufficient in Law to transfer such Leasehold Interest unto Purchaser.

by the Defendant or Defendants, named in any such Writ of Execution, to any Under-Tenant or Under-Tenants, whose Term or Terms shall not have expired, at the time of such Execution being levied, then the Sheriff, Coroner, or other proper Officer, shall notify such Under-Tenant or Under-Tenants, that he, she, or they must return and become Tenants to the Plaintiff or Plaintiffs named in the Writ of Execution, and the said Plaintiff and Plaintiffs shall from thenceforth until Sale or other sooner determination of the Suit, have the like power and authority to recover and receive the Rents payable by such Under-Tenant or Under-Tenants, or so much thereof as will satisfy the Execution, as the Defendant or Defendants named in such Writ had before; and such Under-Tenant or Under-Tenants, shall stand absolutely discharged of, and from, the claims of such Defendant or Defendants, for so much Rent as he, she, or they shall pay as aforesaid, and which shall be received in liquidation of the levy marked on such Execution.

IV. *And be it further enacted*, That in all cases where Terms of Years are taken in Execution under or by Virtue of any Writ issuing out of the Supreme Court of Judicature of this Island, or out of any other Court competent, the Sheriff to whom such Writ is directed shall return the same into the said Court from which it issued within Eight Days after the so taking any Term of Years in Execution as aforesaid, notwithstanding any other Return Day in such Writ contained.

*Provided*, That no Covenant, Agreement, or Proviso, in any such Lease or other Instrument, shall prevent the Interest of any such Leaseholder as aforesaid, from being sold in terms of this Act, to pay his or her just Debts; nor shall the sale thereof, as aforesaid, in any case be a forfeiture of such Lease, any thing contained in such Lease, or other Instrument, to the contrary notwithstanding.

V. *And be it further enacted*, That it shall and may be lawful for the Sheriff, Coroner, or other proper Officer, at the time allowed by this Act to expose to Sale the Interest of any such Leaseholder as aforesaid, and the same shall thereupon be put up to fair Auction, and shall be sold to the highest bidder, who shall be declared the Purchaser; and the Sheriff, Coroner, or other proper Officer, shall forthwith execute to such Purchaser, at his (the Purchaser's) expence, an absolute Deed of Sale or Assignment of such Leasehold Interest, reciting therein the Execution under which the same may have been sold, which Deed or Assignment shall be good and sufficient in Law to transfer such Leasehold Interest unto such Purchaser, his Executors, Administrators and Assigns, and it shall and may be lawful for the Sheriff, Coroner, or other proper Officer, after such Deed or Assignment shall have been so executed, to enter into the Premises specified in such Deed or Assignment, and to put the Purchaser into quiet and peaceable possession thereof.

VI. *And*