

shall and may, without any formal demand or re-entry, serve a copy of a declaration in ejectment for the recovery of the demised premises; or in case the same cannot be legally served, or no tenant be in actual possession of the premises, then he shall affix the same upon the door of any demised messuage, or in case such action of ejectment shall not be for the recovery of any messuage, then upon some notorious place of the lands, tenements or hereditaments comprised in such declaration in ejectment; and such affixing shall be deemed legal service thereof, which service or affixing such declaration in ejectment shall stand in the place and stead of a demand and re-entry; and in case of judgment against the defendant for non-appearance, if it shall be made to appear to the court where said suit is depending, by affidavit, or be proved upon the trial, in case the defendant appears, that half a year's rent was due before the said declaration was served, and no sufficient distress was to be found on the demised premises countervailing the arrears then due, and that the lessor or landlord had power to re-enter, then and in every such case the lessor or landlord shall recover judgment and execution in the same manner as if the rent in arrear had been legally demanded, and a re-entry made; and in case the lessee or his assignee, or other person claiming or deriving under the said lease shall permit and suffer judgment to be had and recovered on such trial in ejectment, and execution to be executed thereon, without paying the rent and arrears, together with full costs, and without proceeding for relief in equity within six calendar months after such execution executed; in every such case the said lessee, his assignee, and all other persons claiming and deriving under the said lease shall be barred and foreclosed from all relief or remedy in law or equity than by bringing error or appeal for reversal of such judgment, in case the same shall be erroneous; and the said lessor or landlord shall from thenceforth hold the said demised premises discharged from such lease; and if, on such ejectment, a verdict shall pass for the defendant, or the plaintiff shall be non-suited therein, then, and in every such case, the defendant shall have and recover his costs; provided, that nothing herein contained shall extend to bar the right of any mortgagee of such lease, or any part thereof, who shall not be in possession, so as such mortgagee shall and do, within six calendar months after such judg-