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LITTLETONS TENURES IN ENGLISH.

Lately perused and amended.

Henry Wright.

Imprinted at London by Thomas Wight. 1600.

Cum Privilegio Regis Maiestatis.
A figure of the division of Possessions.

- Estate
- Fee simple
- Fee tail
- General
- Special

- Selon Comó Ley
- Franckement

- Selon Custo me, que poet este diuí-de en mesme le maner come Franckement al common Ley.

- Real
- Terme dans Gard de terre
- Tenor a volont.

- Personal
- Biens moveables.
Enaunt in fee simple is hee which hath landes or tenements to holde to him and to his heires for euer: And it is called in Latine Feodum simplex: for Feodum is called inheritance, and simplex is as much to say, as lawfull or pure, and so Feodum simplex is as much to say as lawfull or pure inheritance: For if a man will purchase landes or tenements in fee simple, it behooveth him to have these wordes in his purchase, to have and to hold unto him and to his heires: for these wordes (his heires) make the estate of inheritance. Inno 10. Hen. 6, fol. 38 to, if any man purchase land by these wordes: To have and to hold to him for euer, or by such wordes: To have and to hold to him and to his assignes for euer. In these two cases he hath none estate but for terme of life, for that that hee lacketh these wordes (his heires) which wordes onely make the estate of inheritance in all seoffements and grants.

And if a man purchase lands in fee simple, hee die without issue, every one that is his next collaterall, of the whole blood, how far soever that he be from him of degree, may inherit & have the same land as heir unto him. But if there be father and son, & the father hath a brother which is uncle unto the son, and the sonne purchaseleth land in fee simple, & dieth without issue, living & father, the uncle shall have the land, as
heir unto the son, and not to the father (yet the father is more nigh of blood unto the sonne) for that that there is a ground in the law, that inheritance may lineally descend, but not lineally ascend: yet if the son in such case die without issue his uncle entrench into the land as heir unto the son (so as he ought by the lawe) and after if the uncle decease without issue living the father, then the father have the land as heir unto the uncle, & not as heir unto the son, for that that he commeth unto the land by collateral descent, and not by lineal ascension.

And in such case where the son purchaseth land in fee simple, and dieth without issue, they of his blood on the father's side shall inherit as heir unto him, before any of the blood of the mother's side. But if he have no heir on the father's side, then shall the land descend unto his heir on the mother's side. And this is the opinion of 5 Justices W. 12. E. 4. fol. 34. But there it was holden if any land descend unto a man by the father's side which dyeth without issue, that his next heir on the father's side that inherit unto him, that is to say, the next of blood of the father of the grand-father's side. And for default of such an heir they that be of the father's blood of the part of the mother of the father, (that is to say) the grand-mother ought to inherit. And if there be no such heir on the father's side, then the Lord shall have the land by Escheate. And so it is if a man take a wife inheriting in fee simple, which
which hath issue a sonne and dyeth, and the sonne entreteth into the tenements as sonne and heire unto his mother, and after his death without issue, the heires on the mother's side ought to inherit the tenements, and not the heires on the father's side.

And if there be no heires on the mother's side, then the lord of whom the same land is holden, shal have the same land by eschete. In the same manner it is if lands descend unto the sonne on the father's side, which entreteth, & after death without issue, the land shall descend unto the heires on the father's side, & not unto the heires on the mother's side. And if there be none heires on the father's side, then the lord of whom the land is holden, shal have the same land by eschete. And so ye may see the diversitie, where the sonne purchaseth landes in see simple, and where he cometh unto those lands or tenements by descendent on the father's side or on the mother's side.

Also if there be three brethren, and the middle brother purchaseth land in see simple and dyeth without issue, the elder brother shall have the land by descendent & not the younger. Also if there be three brethren, and the youngest brother purchaseth land in see simple and dyeth without issue: the elder brother shall have the land by descendent, and not the middle brother, for that the elder brother is more worthy of blood.

And it is to be understood that no man shall have land in see simple by descendent as heir unto
Fee simple.

any man, but else he be his heire of the whole blood. For if a man have issue two sons by one benter, and the elder purchaseth land in see ample and dieth without issue, the younger brother shall not have the land but the uncle of the elder brother or some other his nigh cousin shall have it, for that that the younger is but of the halfe blood to the elder brother. And if a man have a sonne and a daughter by one benter, and a son by another benter, and the son by the first benter purchaseth land in see ample and dieth without issue, the utter shall have the land by descent as heire unto her brother and not the ponger brother, for that that the utter is of the whole blood to her elder brother.

And also where a man is seised of land in see ample, and he hath issue a son and a daughter by one benter and a son by another benter and dieth, and the elder sonne entreth, and dyeth without issue, the daughter shall have the land and not the younger sonne, and yet is the younger son heire unto his father but not unto his brother. But if the elder sonne enter not into the land after the death of his father, but dieth before entre be made by him, then the younger brother may enter and have the land as heire unto his father. But where the elder sonne in the case aforesaid, entreth after the death of his father and thereof have possession, then the utter shall have the land. Quia possessio fratris de feodo simplici, facit sororem esse hered. For the possession of the brother in see ample
But if there be two brethren by divers tenures, and the elder is seised in fee simple and dieth without issue, and his uncle enteth as heir unto him, which also dieth without issue, then the younger brother may have the land as heir unto his uncle, because he is of the whole bloud to him though he be but of haife bloud unto his elder brother.

And it is to be understood that this worde (Inheritance) is not onely understood where a man hath lands or tenements by descent of heritage, But also every fee simple or fee taleable that a man hath by his purchase, may bee said inheritance, for that, that his heires may inhere him. For in a writ of right that a man bringeth of land, that was of his owne purchase, the writ shall say: Quam clamat eteius & hereditatem suam. That is to say, which he claimeth to be his right & his inheritance. And so it shalbe said in divers other writtes which a man or a woman bringeth of their owne purchase, as it appeareth by the Register.

And of such thinges as a man may have a manuel occupation, possession, or recepce, as of landes, tenementes, rentes, and such other, a man shall say in his pleading, and way of barre, that one such was seised in his demesne as of fee. But of such thinges as lyen not in manuel occupation &c. as of aduowson of a Church, and such manner thing: there he shall say, that he was seised as of fee, and not in his demesne.
Demesne as of fee. And in Latin it is in the same case said, Quod talis sit seilitus in dominico suo vt de seodo, that is to say, that such a one was seised in his demesne as of fee, and in the other, Quod talis sit seilitus vt de seodo, that is to say, that one such was seised as of fee.

And note well that a man may not have a more large he greater estate of inheritance, then see simple.

Also, purchase is called the possession of lands or tenements that a man hath by his deed or by his agreement, unto which possession he cometh, not by descent of any of his ancestors, or of his collins, but by his owne deed.

Fee taille.

TEnant in fee taille is by force of a statute of Westminster the second, capitulo primo. For at the common law before the said statute, all inheritances were fee simple. For all the gifts which bin specified within the said statute, were fee simple additionally, as it appears by the rehearfall of the statute. And now by the same statute tenant in the taille is said in two maners, that is to say, tenant in taille generall, and tenant in taille speciall.

Tenant in taille generall, is where lands or tenements be given to a man and to his heires of his body begotten. In this case it is said generall taille, for that that whatsoever woman that the tenant taketh to wife, if she have many wives, and by each of them hath
Issue, yet each one of these issues by possibility may inherit the tenements by force of the said gift, because that every such issue is of his body engendred.

4 In the same manner it is, where lands & tenements be given to a woman & to the heires coming out of her body, howbeit that she have many husbands, yet the issue that she may have by each husband, may inherit as issue in the tail, by force of such gifts. And therefore such gifts been called general tail.

5 Tenant in tail speciall, is where landes and tenements be given unto a man and his wife and the heires of their two bodies begotten. In such case none may inherit by force of such gift, but those that be engendred betwenee them two, & it is called speciall tail, for that if the wife die and he takeith another wife and hath issue, the issue of the second wife shall never inherit by force of such gift, Noz also the issue of the second husband if the first husband die.

6 In the same manner it is, where lands and tenements be given by a man unto another with a wife, which is the daughter or cousin to the giver, in frankmarriage, which gift hath inheritaunce by these wordes (franke marriage) unto it annexed, howbeit that they be not expressly saied or rehearsed in the gift, that it is to say, that these donees that have these landes or tenementes to them and to their heirs betweene them two ingendred, and this
is said especiall tayle, for that the issue of the
second wife may not inherit.

And note well, that this wo:de Talliarne, is
to say to set unto some certeinty, or els limit
unto some certeine inheritance. And for that
that it is limited and set in certaine, what issue
shall inherit by force of such giftes, and how
long that the inheritance shall endure. There-
fore it is called in Latin Feodum talliatum, i.
haereditas in quodam certitudine limitata. For
if tenant in generall tayle die without issue, the
dono: or his heires shall inherit as in their
reversion : in the same wise is it of the tenant
in the tayle speciall &c. For in every giff of the
tayle without more saying, the reversion of fee
simple is in the donour.

And the donees and their heires shall doe
to the donour and to his heires, such services
as the donour doth unto his Lord next above.
Except the donees in franke mariage, which
shall hold quietly from every manner service,
(unless it be for sealte) unitill the fourth de-
gree be past. And after that the fourth degree
is past, the issue in the fift degree, and so forth
the other issues after him, shall holde of the do-
nour & of his heires as they holde ouer, as is
alsoesaid.

And the degrees in franke marriage shall be
accompted in such maner, that is to say, from
the donour to the donees in frank marriage the
first degree, for that that the wise that is one
of the donees ought to bee daughter, after, or
other
other coin to the dono3. And from the donees
unto their issue shall be accomplted the second
degree. And from their issue unto their issue;
the third degree and so forth &c.

And the cause is, for that after every such
gift, the issues that come of the donez, and the
issues that come of the donees after the fourth
degree part of both partes in such fourme to
be accomplted, may betwixt them by the lawe
of holie Church intermarrie. And that the
donee in franknariage shall be the first degree
of the lower degrees, a man may see in a piec
upon a writ of right of Warde, Anno 31.Ed-
wardi 3. where the plaintiffe pleadeth that his
apel or grandfather was seised of certayne
landes &c. And that he heide of another by
knights seruice &c. which gave the land unto
one Kause Holland with his sister in frank
mariage &c. And also these tayles bfore said,
bespicted in the said statutes of Westminster
the second.

And there bee divers other estates in the
tayle, howbeit that they bee not spesified by
express words in the said esstatute, but they
bee taken by the equitie of the Statute, As fie
landes be giuen unto a man and to his heires
males of his bodie engendred. In such case
his heire male shall inheritte, and the issue fe-
male shall never inheritte, yet in these other
tayles aforesaid it is otherwise. In the same
maner it is if landes bee giuen to a man and
to his heires females of his bodie engendred.

In
Fec taele,

In this case his issue females shall inherit by force and fourme of the said gifte, and not the issue male, for that in such cases where the gift is who ought to inherit and who not, the will of the donour shall be observed. And in case where lands be given unto a man and to his heires males issuing of his body and he hath issue two sonses and deceased, the elder some entreteth as heire male, and hath issue a daughter and deceased, his brother shall have the land and not the daughter, for that the brother is heire male. But it halbe otherwise in these other ttailes aforesaid, which bin specified in the said statute, the daughter shall inherit before the brother.

And if lands be given unto a man, and to his heires males of his body ingendred and he hath issue a daughter, which hath issue a sonne and deceased, and after that the donour deceased: in this case the sonne of the daughter shall not inherit by force of the ttaile, for that whosoever shall inherit by force of a gifte in the tpyle made unto the heires males, whooueth to convey his discete alway to the males M, decimo octavo Edwardi tertii folio 25. But in such case the donour shall enter for that the donee is dead without issue male in the lawe. In so much that the issue of the daughter may not convey to him the discete by heire male. And in the same manner it is where lands bee given to a man and to his wife and to his heires males
males of their two bodies ingendixed.

17 Also, if tenements be given to a man and his wife, and to the heires of the body of the man ingendixed; in this case the husband hath estate in the generall tait, and the wife but estate for terme of life.

18 Also if lands be given to the husband and to the wife, and to the heires of the husband which he ingendixed of the body of the wife. In this case the husband hath estate in the speciall tait, and the wife but for terme of life.

19 And if the gift be made to the husband and to the wife, and to the heires of the wife of her body by the husbande ingendixed: then the wife hath estate in the speciall tait, and the husband but for terme of life. But if lands be given to the husband and the wife, and to the heires that the husband ingendixed on the body of the wife: In this case both have estate in the tait, foz that this word (heires) is limitted no more to the one then to the other.

21 Also if lands be given to a man and to his heires that he ingendixed on the body of his wife: In this case the husband hath estate in the tait speciall, and the wise nothing.

22 Also if a man have issue a sonne, and deceseth, and the land is given to the sonne, and to the heires of the body of his father ingendixed, this is a good tait, and yet the father was dead at the time of the gift.

Also
Also there be many other estates in the tail by the equity of the said estattute, that be not specified here. But if a man give lands or tenements to another, to have and to hold to him and to his heires males, or to his heires females, he to whom such gift is made hath free ample, for that it is not limited by the gift of what body the issue male or female shall bee, and so it may not in any thing be taken by the equity of the said estattute, and therefore he hath free ample.

Tenant in tiale after possibilitie of issue extinct.

Tenant in the tail after possibility of the issue extinct, is where as lands or tenements be given unto a man and to his wife in special tail, if one of them decease without issue, he that surviveth is tenant in the tale after possibility of issue extinct. And if they have issue, during the life of the issue, he that surviveth shall not be said tenant in the tale after possibility of issue extinct: yet if the issue decease without issue, so that there be none alive that may inherit by force of the tale, then he that surviveth of the donees is tenant in the tale after possibility of issue extinct.

Also, if landes bee given to a man and to his heires that be ingendred on the body of his wife: In this case the wife hath nought in the tenements, and the husband is seised as
as donee in special tail. And in this case if
the wife decease without issue of her body ins-
gendred by her husband, then the husband is
tenant in the tail after possibility of issue ex-
stant.

And note well, that none may be tenant in
the tail after possibility of issue extinct, but
one of the donees, or the donee in special tail,
for the donee in general tail may never be said
tenant in the tail after possibility of issue ex-
stant, for that alway during his life, he may by
 possibility have issue that may inherit by force
of the same tail. And so in the same manner
the issue that is heir unto the donees in a spe-
cial tail, may not be said tenant in tail after
possibility sc. causa qualupra.

And tenant in tail after possibility of issue
extinct shall never be punished of ward, for the
inheritance that once was in him, Anno ro.
Hen.6.sol. 1. But he in the reversion may enter
if he doth alien in see. An.45.E.3.sol. 22.

Tenant by the curtesie of
England.

Tenant by the Curtesie of England, is
where a man taketh a wife seised in fee sim-
ple, or in fee tail generall, or as heir in the
tail special, & hath issue by the same wife male
or female borne alive. The issue after being
dead or alive, if the wife decease, the husband
shall hold the same during his life by the Law
Tenant in Dower.

Tenant in Dower is, where a man is seized of certain lands or tenements in fee simple or in general tate, or as heire in the tate special, and taketh a wife and deceaseth, the wife after the decease of her husband shall be endowed of the third part of such landes or tenements that were her husbands any time during the courteure, to have and to holde to the same wise in seuerality, by meetes and boundes for terme of her life, whether she have by her husband issue or none, and of what age that the wise be, so that she passe the age of nine yeares at the time of her husbands death, or else she shall not be endowed.

And note well, that by the common lawe the wise shall not have for her dower but the third part of the tenements, which were her husbands during the espousels. By custome of some coutrye the shall have the halfe, and by custome of some Towne, or Borough, she that have the whole: And in all these cases she that be said tenant in dower.
Also there is two other manner of Dowers, that is to say, dower called Dowment at the Church dooze, and dower called Dowment by the fathers assent. Dowment at the church dooze, is where a man of full age is seised in fee simple which shall be wedded into a wife, when she commeth to the Church dooze, and there after assiance and trueh pleight made betweene them, endoweth his wife of his whole land, or of the halfe, or lesser parcel, and there openly declareth the quantittie, and the certaintie of his lande that shee shall have for her dower: In this case the wife after the death of her husband shall enter into the saide quantittie of lande, of which her husband endoweth her, without the assignement of any man. Dowment by the fathers assent is where the father is seised of landes or tenementes in fee, and his sone and heire apparant (when hee is wedded) endoweth his wife at the Church dooze of parcel of the landes or tenementes of his fathers, by thatment of his father, and assigneth the quantittie of the parcels: In this case after the death of the sone, the wife shall enter into the same parcel without the assignement of any other. But it hath bin saide in this case, that it bchooweth the wife to have a deede of the father, proving his assent and consent of such endowment. And if after the death of her husband shee enter and agree to any such dower of the said two dowers at the Church dooze, then she is concluded to claime any
Dower.

any other Dower by the common lawe of any
landes or tenementes, which were of the said
husband. But if the will, shee may refuse such
dower at the Church doore, and then she may
be endowed after the course of the common
Lawe. And note well, that no wife shall be en-
dowed of the fathers assent, in the fourme as-
soper ait, save where the husband is sonne and
heire apparent to his father.

6. Inquire of these two cases of Endow-
ment at the Church doore &c. if the wife at the
time of the death of her husband passe not the
age of nine yeeres, if she shall have such dower
or no.

7. And note well, that in all cases where the
certaintie appeareth, what landes or tenen-
mentes the wife shall have for her dower, the
wife may enter after the death of her hus-
band; without assignement of any other:
But where the certaintie appeareth not, as
to bee endowed of the thirde parte, to have
in severall, or to bee endowed of the halfe af-
ter the custome, to holde in severality: In such
cases it behooveth that her Dower bee unto
her assigned after the death of her husbande,
because it is not limited before the assigne-
ment, what partes of landes or tenementes
she shall have for her dower. But if there be
two Joyntenants of certaine landes in fee,
and the one alieneth that, that to him pertap-
rench and belongeth, to another in fee, which
taken a wife and after dyeth: In this case
the
the wife for her Dower shall have the third part of the half that her husband purchased, to hold in common, and occupy in common as her part amounteth, with the heir of her husband, and with the other Joint-tenant which attened not, for that in such case her Dower may be assigned by metes and bounds.

10 And it is to be understood, that the wife shall not be endowed of lands or tenements that her husband jointly held with another at the time of his death. But where he holdeth in common otherwise it is, as in the case aforesaid. And it is to wit, that if the tenant in tail endow his wife at the Church doze as is aforesaid, that shall beue for little or naught to the wife, for that, that after the death of her husband the issue in the tail may enter upon the possession of the wife, and so may he in reversion if there be no issue in the tail alive.

11 Also if a man seised in fee simple being within age, endow his wife at the Church doze and die, and the wife entrench. In this case the heir of her husband may put her out. But otherwise it is as it seemeth where the father is seised in fee, and the son within age endow his wife, of his fathers assent, the father then being of full age.

12 And there is another Dower which is called Dowement De la plus beale. And that is in such case, that a man is seised
of xi. acres of land, and he holdeth xx. of the
said xi. acres of one man by knights service,
and the other xx. acres of another in socage, &
taketh a wife, and hath issue a son, and dyeth,
his sonne being within the age of 14. yeares,
and the Lord of whom the lande is holden by
knights service, entrefh into the xx. acres of
lande holden of him, and them hath and occu-
pyeth as warden in chivalrie during the
childe: nonage, & the childe: mother entrefh
in the remnant, and it occupypeth as garden: or
warden in Socage. If in this case the wise
bring a wriut of Dower against the War-
den in Chivalrie, to bee endowed of the ten-
ements holden by Knights service in the Kings
Court, or in any other Court, the garden in
chivalrie may pleade in such case all the mat-
ter, and thowe how the wife is warden in So-
cage as is aforesaid: and pray that it may
be adjudged by the court, that the wife endow
her seife of the most faire, called Plus beale, of
the tenements that she hath as warden in So-
cage, after the value of the third part that she
claymeth to haue of the tenements in chival-
rie by her wriut of Dower, and if the wise
may not gainsay it, then the judgement shall
be made, that the warden in chivalry shal hold
the lands holden of him during the nonage of
the childe quite from the woman &c. And
that the woman may endowe her seife of the
most faire part of the landes that she hath as
warden in Socage to the value of the thirde
part
part that the warden in chivalry hath &c.

And after such judgement given, the wise may take her neighbours, and in their presence endow herself by metes and bounds of the fairest part of the tenements that she hath, as warden in socage, to the value of the third part of the lands that the warden in chivalry hath, and that to have and hold for term of her life. And such dower is called dower of the fairest part, or de plus beale.

With this agreeeth P.45.Edw.3.fol.4. But there it was said, that after the time that the heire come to his full age, the wise shall have a new action of dower against the heyre, to be endowed of the third part of all that the man died seis'd. And note well that such document may not be, but where the judgement is given in the king's court, or in some other court. And the wise may do this for salvation of the estate of the warden in chivalry during the nonage of the child. And so ye may see the manner of dowers, that is to say, dower by the common law, dower by custome, dower at the Church doore, dower of the father's assent, and dower of the most faire. And remember that in every case where a man taketh a wise seis'd of such estate of tenementes &c. so that the issue that he hath by his wife may by possibility inherite the same tenementes of such estate that the wise hath, as heire to the wise: In such case after the wise is dead, he shall have the same tenementes by the curtell of Eng-
land and otherwise not.

And also in every case where the wife taketh
an husband sealed of such estate of tenements
etc. so that by possibility it may happen the wife
to have some issue by her husband, and that the
same issue may by possibility inherit the same
tenements of such estate that the husband had
as heir to his father: of such tenements she
shall have her dower, and otherwise not. For
if the tenements be given unto a man and to
his heirs that he getheth on his wife's body,
in such case the wife hath nought in the tene-
ments, and the husband hath estate but as done
nee in special case. Yet if the husband die with-
out issue, the same wife shall be endowed of the
same tenements, for that the issue that she by
possibility might have had by the same husband,
may inherit the same tenements. But if the
wife decease, living the husband, which after
taketh another wife, the second wife shall not be
endowed in this case. Causa qua supra.

A man was sealed of certayne landes, and
tooke wife, and after aliened the same landes
with warrantie, and after the seoffour and
the seoffee died, and the wife of the seoffor bring-
geth an action of Dower against the issue of
the seoffee, and she bouched the heire of the
seoffor, and during the vouchered and not ter-
minated, the wife of the seoffee bringeth an ac-
tion of Dower against the heire of the seoffee,
and demaundeth the third parte of all that
her husband was sealed, and woulde not de-
maund
Tenant for terme of life.

maund the third part of those two partes that her husband was seised, it was adjudged that shee should have no judgement untill the time that the other plee were determined.

And also note that Vauinor saith, that if a man be seised of lands, and committeth Felonie, alieneth, and after is attainted, the wife shall have good action of dower against the feoffee. But if it be escheeted unto the king, or unto the lord, she that have no writ of dower, And to see the diversitie, and inquire the cause.

Tenant for terme of life.

"Tenant for terme of life is, where a man letteth landes or tenementes to another for terme of life of the lessee, or for terme of life of another man: In such case the lessee is tenant for terme of life. But by common language, hee that holdeth for terme of his owne life, is called tenant for terme of life, and he that holdeth for terme of another mans life, is called tenant for terme of another mans life. And it is to be understood, that there is feoffour and feoffee, donour and donee, lesoure and lessee. The seoffour is properly where a man infeoffeth an other in any landes or tenements in fee simple, he that makesthe seoffement is called the seoffor, and he to whom the seoffement is made, is called seoffee. And the donour is properly, where a man giueth certaine landes or tenementes to another in
Tenant for term of yeres.

the tatile, he that maketh the gift is called do-
noz, and he to whom the gift is made is cal-
led donee. And lesseor is properly where a
man letteth to another certaine landes or te-
nements for term of life, for term of yeres,
or to hold at will, he that maketh the lease is
called lesseor, and he to whom the lease is made
is called lessee, and every one that hath estate
in lands or tenements for term of his owne
life, or for term of another mans life, is cal-
led tenant of freeholde. And none of lesse estate
may haue freeholde, but they of greater estate
may haue freeholde, for tenant in fee simple
hath freeholde, and tenant in the tatile hath al-
so freeholde.

Tenant for term of yeres.

T enant for term of yeres is, where a man
letteth landes or tenements to another for
term of certaine yeres after the number of
yeres that is accorded betweene the lessoz and
the lessee, and when the lessee entreteth by fozce
of the lease, then is he tenant for term of yeres,
and if the lessez in such case refere to him a
yearly rent upon such lease, he may choose for
to distrayne for the rent in the tenements let-
ten, or els hee may haue an Action of debt for
the arrearages against the lessee. But in such
case it behoueth that the lesseour bee seised in
the same tenements at the time of his lease, for
it is a good plea for the lessee to say, that the lessor had nothing in the tenements at the time of the lease, except the lease be made by deede indented, in which case then such plea lieth not for the lessee to plead.

4 And it is to bee understood, that in a lease for terme of yeres, by deede or without deede, it needeth no liuery of seisin to be made to the lessee, but he may enter whensoever he will by force of the same lease. But of seoffementes made in the Countrey or gifts in the tagle, or leases for terme of life, in such cases where frechold shal passe, if it be by deede or without deede, it behooveth to haue liuery of seisin &c.

But if a man let landes or tenements by deede or without deede for terme of yeres, the remainder over to another for terme of life, or in the tagle, or in see, then in such case it behoveth that the lessor make liuery of seisin to the lessee for terme of yeres, or els there shal nothing passe to them in the remainder, though the lessee enter in the tenements. And if the termo in such case enter before any such liuery of seisin made unto him, then is the frechold and the reuerion in the lesso. But if he make any liuery of seisin unto the lessee, then is the frechold with the see to them in the remainder after the forme of the grant, & will of the lesso.

And if a man will make a seoffement by deede or without deede, of landes or tenements that he hath in many Townes in one Shire, if the liuery of seisin be made in one
Tenant for terme of yeres.

garcell of the tenements in one towne in the name of all, it sufficeth for all the other lands or tenements comprehended in the same fes- sement, in all other townes in the same Shire. But if a man make a deed of seofsemët of lands or tenements in divers Shires, there it beho- ueth him to have in every shire a liuery of sei- ën. And in such case a man shall have by the graunt of another fee simple, fee tale, or free- hold, without liuery of seiën. And if two men be, and each of them is seised of a quantitie of land within one shire, & the one graunteth his land to the other in exchange for that land that the other hath, and in the same maner the other graunteth his land unto the first graantor in ex- change for the land that the first graantor hath: In this case each may enter in the others lands so taken in exchange, without any liuery of seiën. And such exchange made by worde, of ten- ements within the same Shire without any writing, is good enough. And if the lands or tenements be in divers shires, that is to say, if of the one have in one shire, & that the other have in another shire, it behoetheth to have a deed in- dented made betwene the of such exchange.

And note, that in exchange it behoetheth that the estates that both parties have in the lands so exchanged, be equall: For if the one will eth a graunteth that the other shall have his land in the tale, for the land that he hath of the grant of the other in fee simple, though the other a- gree to that, yet this exchange is but void, for
that the estates be not even.

In the same manner it is where it is granted and agreed between them, that the one shall have in the one land fee tailie, & the other shall have in the other land but termes of life. Or; if one shall have in the one lande fee tailie generally, and the other in the other land fee tailie especiall &c. So alway is behoueth that in exchange the estate of both parties be even, that is to say, if the one have fee simple in the one land, that the other shall have such estate in the other land, and if the one have fee tailie in the one land, then the other shall have likewise in the other lande. Et sic de alijs statibus. But it is nothing to charge of the even value of the lands, for though that the land of the one is so much more in value then the land of the other, this is nothing to the purpose, so that 6 estates made by the exchange be even, & in exchange bee two grants, for every party granteth his land to the other in exchange, and in each of their grants mention shall bee made of the exchange.

And if a man let land to another for terme of yeeres, though the lessor die before the lessee enter into the tenements, yet may he enter into the tenements after the death of the lessor, for that, that the lessee by force of the lease hath right incontinent to have the tenements after the fourme of the lease. But if a man make a deede of feoffement unto another, and a letter of attorne to a man to deliver to him
Tenant at will.

Seisin by force of the same deed, yet if the liuery of seisin be not made in the life of him that made the deed, it answereth not, for that the other hath no manner of right to have the tenements after the purpose of the deed before the liuery of seisin &c. And if no liuery be made, then after the death of him that made the deed, the right of such tenements is incontinently in his heire or in some other. Also if tenements be let to a man for terme of halfe a yeere, or for terme of a quarter of a yeere &c. In such case if the lessee make waste, the lessour shall have against him a writ of waste, and the writ shall say, Quod tenet ad termini annorum. But he shall have a special declaration upon the truth of this matter, and the plea shall not abate the writ, for that that he may have no other writ upon the matter. An.7.H.7.fol.1.

Tenant at will.

Tenant at will is, where landes or tenements bee letten by a man unto another: To have and to holde to him at the will of the lessor, by force of which lease the lessee is in possession. In such case the lessee is called tenant at will, for that he hath no certayne sure estate for the lessor may put him out at what time it pleaseeth him, yet if the lessee sowe the lande, and the lessor (after the sowing and before that his graines bee ripe) put him out, yet that the lessee haue his graines, and shall haue free egress and regress to reape and to carrie his
his grains, for that he will not at what time his lessee would enter upon him. Otherwise it is if tenant for terme of yeeres before the end of his terme soweth the lande, and the terme end before that his grains be ripe. In this case the leslee, or he in the reversion shall have the grains, for that the termes knew well the certainty of his terme, & when his terme should be ended.

Also if a house bee let to a man to holde at will, by force of which the lessee entret into the house, within which house he bringeth his household stuffe, and after the leslee putth him out, yet shall he have free entre, egresse, and regresse in the same house by reasonable time to carry his goods and household stuffe, and if a man be seised of a house in see simple, fee tagle, or for terme of lyfe, the which hath certaine goods within the same house, and makest his executors and deceaseth, who seioesuer after his death hath the house, yet shall his executors have free entre, egresse, and regresse to carry out of the house the goods of their testators by a reasonable time.

Also if a man make a deede of feoffement into another of certaine land, and delivereth to him the deed, but no liery of settin. In this case he to whom the deed is made may enter into the lande, and holde and occupy it at the will of him that made the deed, for that, that it is proved by the words of the deede, that it is his will that the other shall have the land. But
he that made the deed, may put him out when he will.

Also if an house be let to holde at will, the lessee is not holden to sustaine or repaye the house, as tenant for terme of yeeres is holden to do. But if the lessee at will make voluntary fact, as in putting downe of houses, or in cutting or selling of trees: It is said that the lessour shal have for that against him an actio of Trespas. As if I deliever to a man my sheep to dunge or marle his lande, or mine oxen to eyxe his land, and he slayeth the beasts, I may well have an action of Trespas against him notwithstanding the delieverie.

Also if the lessee upon such lease at will reserve unto him a yeerely rent, he may distraine for the rent behind, or have for that an action of debt at his owne choice, H.6. R.2. in a Respleuin.

Tenant by Copie of Court Rolle.

Tenant by Copy of Court roll is, as if a man be seised of a Manour, within which Manour there is a custome, and hath beene bled in time out of minde, that certaine tenants within that same Manor have bled to have landes or tenements, to holde to them and to their heires in fee simple or in fee tale, or for terme of life &c. at the will of the Lord, after the custome of the same Manor, and such tenant may not alpen the lande by deede, for then the
the lord may enter as in a thing forfait to him. But if he will alien his lande to another, him behoueth after some custome to surrender the tenements in some Court &c. into the Lordes handes, to the use of him that shall have the estate, in such forme, or to such effect.

Ad hanc Curiam venit A. de B. & surrexit reddidit in eadem Curia, vnum messuagium &c. in manus domini, ad vsum E. de A. & heredum suorum, vel heredum de corpore suo exeunt vel pro termino vitae sua &c. Et super hoc venit praedictus E. de A. & cepit de domino in eadem curia messuagium praedictum &c. Habiendum & tenendum sibi & heredibus suis, vel sibi & heredibus de corpore suo exeuntibus, vel sibi ad terminum vitae sua, ad voluntatem domini, secundum consuetudinem manerij, faciend. & reddend. inde redditus debit, servitia, & consuetudines inde prius debita, & de iure consuetula, Et dat domino de fine &c. Et fecit domino fidelitatem &c. That is to say, A. of B. commeth into this Court, and surrendreth in the same court a mease &c. into the handes of the Lord, to the use of E. of A. and his heires, or the heires issuing of his bodie, or for term of lyfe &c. And upon that, comneth the foresaid E. of A. and taketh of the Lord in the same court, the foresaid mease &c. To have and to hold to him and to his heires, or to him and to his heires issuing of his body, or to him for term of life, at the Lords will, after the custome of the manor to do and peeld there.
Copie of Court Rolle.

therefore rents, dets, services, and customes thereof before due and accustomed &c. and skill the Lord for a fine &c. and makes into the Lord his fealty &c. And such tenants be called tenants by Copie of Court Rolle, for that they have no other evidences concerning their tenements, but the Copies of the Cour Rolles: And such tenants shall not implead no; be implead for their tenements by the Kings Writ: But if they will implead other for their tenements they shall have a playne made in the Court of the Lord in such some, or to such effect. A. de B. quaeritur versus C.de D.in placito terræ, videlicet, de uno mesuingio, quadranginta actis terri, quatuor actis prati &c. cum pertinentiis. Et fact protestationem sequi quærelam istam in natura breuis Domini Regis alias mortis antecessoris ad communè legem, vel breuis domini Regis Aisile none difficil, ad communem legem, That is to say, A. of B. complaineth against C. of D. of a piece of land: that is to say, of a mease, and soffe acres of land, lower acres of medowe &c. with the appurtenances. And makes the protestation to sue his plaint in nature of the Kings Writ of Aisile of the death of his antecessor at the common Lawe, or by writ of our Soueraigne Lord the king, of Aisile of novel difference at the common Lawe, or in nature of some other writ &c. pledges to prosecute, F.G. &c. And though that some such tenants have inheritance after the custome of the maner, yet they
they have none estate but at the Lordes will, and after the course of the common Lawe, for it is said, if the Lordes put them out, they have no other remedy but to sue unto the Lordes by petition: For if they had any other remedy they should not be said tenants at the Lordes will after the custome of the Manors, but the Lord will not breake the custome that is reasonable in such cases. But Brian chief Justice faith, that his opinion alwaies hath been, and alwaies shall bee, if such a tenant by custome (paying his services) be cast out by the Lord, he shall have an action of trespas against him, H.2. E.4, fol. 80. And likewise was the opinion of Danby chiefe Justice M. 7. E. 4, fol. 19, fo; he faith, that the tenant by the Custome, is aswell inheritable to haue the land after the custome, as well as he that hath franktenement by the common Law.

Tenants by the Parde, be in such nature as tenants by Copie of Court Rolle: But the cause soz which they be called tenants by the rodde, oz parde, is, soz that when they will surrender their tenementes into the Lordes hand, to the use of another, they shall have a little parde oz rodde by the custome and use, in their handes, which they shall deliver unto the Steward oz Bailife, after the Custome and use of the manors, and hee that shall have the land, shall take the same land in the court, and his taking shall bee entred in the Rolle. And the Steward, oz the bailife, according to the
the custome, shall deliver unto him that taketh the land, the same yard or another yard in the name of settin. And for this cause they be called Tenants by the yarde. But they have none other Evidence but Copie of the Court Rolle.

And also in divers Lordships and Manors there is such a custome, if such a tenant that holdeth by the Custome will alien his landes or tenements, hee may surrender his lands unto the Baylife, or to the Reeue, or to two honest me of the same Lordship, to use of him that shall have the land, to have in fee simple, fee tail, or for terme of life &c. and all that shall be presented at the next court. And then he that shall have the land by Copie of Court Rolle, shall have the same land after the intent of the surrender. And it is to wit, that in divers Lordships, and divers manors, there be made divers Customes in such cases, as to take tenements, and as to plea, and as touching other things and customes to be done, and all that, that is not against reason, may well be admitted and allowed. And such tenants that hold after the custome of a feignioxe, or after the custome of a manor, though they have estate of inheritance after the custome of a Lordship, or of the manor, yet because they have not any freehold by the course of the common lawe, they be called Tenants of base tenure.

And divers diversities there be between a tenant at will, which is in by the lease of his.
lesse: by the course of the common lawe, and
tenant after the custome of the manor in the
fourme aforesaid. For tenant at will after the
custome may have estate of inheritance, as it
is aforesaid at the lords will after the custome
and vsage of the Manor. But if a man have
lands or tenements which be not within such
Manor or Lordship where such custome hath
him vslde in the fourme aforesaid, and will lea
such landes or tenements to another, to have
and to hold to him and to his heires at the will
of his lesse, these wordes, to the heires of the
lessee be void, for this is the cause, if the lessee
die and his heire enter, the lesse shall have a
good action of trespass against him, but not so
against the heire of the tenant by the custome
in any case e. c. for that the custome of the ma-
nor in some case may helpe him to barre his
Lord in an action of Trespass.
Also tenant by the custome in some places
ought to repaire and sustaine the houses, and
the other tenant at will ought not. Also, if
one by the custome shall doe fealtie, the
other not. And divers other
discreeties there be be-
tweene them.

Thus endeth the first booke.
Homage.

Homage is a most honourable service and most humble service of reverence that a Franketenant may doe to his Lord. For when the Tenant shall make Homage to his Lord, he shall be ungirt, and his head uncovered, and his Lord shall sit, and the Tenant shall kneele before him on both his knees, and hold his hands jointly together betweene the handes of his Lord, and shall say thus. I become your man from this day forwarde of life and limme, and of earthly worship, and unto you shall bee true and faithfull, and beare you faith for the tenements that I claime to holde of you, (saueing the faith that I owe unto our Soueraigne Lord the king.) And then the Lord so sitting shall kisse him.

But if an Abbot, or Prior, or any other man of religion shall make homage unto his Lord, he shall not say. I become your man, for that he hath professed himselfe onely to be Gods man. But he shall say thus, I doe you homage, and unto you shall be true and faithfull, and beare you faith for the tenements that I claime to holde of you, Saueing the faith that I owe unto our Soueraigne Lord the King.

Also if a woman sole shall make Homage unto the Lord, shee shall not say. I become your woman, for that is not convenient for a woman to say, that shee shall become a woman to any but onely to her husband
hand when she is wedded. But she shall say
I make unto you Homage and to you shall be
true and faithful, and shall beare you faith for
the tenements that I holde of you, saving the
faith that I owe to our Soueraigne Loynede
the King.

But if a man have seuerall tenancies which
he holdeth of seuerall Lordes, that is to say,
every tenancy by homage. Then when he ma-
ketth homage unto one of his Lordes, he shall
say in the ende of his homage. Saving the
faith that I owe unto the king and unto my
other Lordes.

And note well that none make Homage,
but such as have estate in fee simple, or in fee
tagle in his owne right, or in any other mans
right. For it is a ground in the Lawe, that he
that hath estate but for terme of life, shall make
none homage, nor take none homage.

For if a woman have landes or tenements
in fee simple, or in fee tagle, which shee holdeth
of her Lord by homage, and taketh an hus-
band and hath issue, then the husbande in the
life of the wife shall make homage for that shee
hath title to have the lande by the curtelle, if
she survive his wife. And also he holdeth in her
right of his wife. But those issue betwenee
them, the homage shall be made in both their
names, but if the wife decease before homage
made by the husband in the wives life, and
the husbande holdeth himselfe in as tenant
by the curtelle, he shall make no homage unto

his
Fealty.

his Lord, for that he hath then none estate but for term of life. More shall be said of homage in the tenures of homage ancestral.

Fealty.

Fealty is as much to say, as Fidelitas in Lat. and when a franktenant shall make fealty unto the lord, he shall hold his right hand upon a booke, and shall say thus.

Here you this my lord, that I unto you shall be faithfull and true, and heare you faith for the landes and tenementes, that I clayne to hold of you, and truely to you shall do the Cu-Domes and services that I ought to do unto you at termes assigned, as God me helpe & all his Saints, & then he killed the booke. But he shall not kneele when he maketh his fealty, nor shall make such humble reverence, as is aforesaid in homage, and great diversity ther is had betweene making of fealty, and of homage. For homage may not be made but to the Lord himselfe. But the Seward of the lords court, or the bailife may take fealty for the lord.

Also tenant for term of life shall make fealty, and yet he shall make none homage, and divers other diversities there bee betweene homage and fealty.

Also a man may see a good note, Anno 15 Edw.3, where and how a man and his wife made homage and fealty in the common bank, which is written in such forme. Note that
John Lewknoz & Elizabeth his wife made homage unto William Thorpe in this manner: The one and the other held jointly their hands between the hands of William Thorpe, & the husband said in this wise: Wee unto you make homage, & heare you faith for the landes that wee hold of v. your conusor, which hast graunted your services in B. and in C, and the other towns &c. against al men (sauing the faith that we owe unto our soueraigne Lord the King, and to his heires, and to our other Lords) and the one and the other killed him. And after they made fealty, & the one and the other held their hands together upon a booke, and the husband said the words, & both killed the booke. Moze shall be said of fealty in the tenure of Socage, & in the tenure of Franke almoigne, and in the tenure of Homage assisel.

Escuage.

Escuage is called in latin Scuragium, that is to say, service of shield, And such a tenet that holdeth his land by Escuage, holdeth by knights service. And also it is commonly said, that some hold by a fee of knights service, and some by the half fee of knights service &c. And it is said, that when the king makes a voyage total into Scotland for to subdue the Scots, hee that holdeth by a fee of knights service, behoueth to be with the king by forty daies, well & covenably arrayed for the warre. And
Likewise he that holdeth his land by the halfe of a see by knights service, ought to bee with the king by xx days. And he that holdeth his land by the fourth part of a see by knights service, him behoueth to be with the king by ten days: and so after the quantity, he that hath more, to doe more, and he that hath lesse, to do lesse.

But it appeareth by the plees and arguments made in a good plee by a writ of Dextine of an Obligation, brought by one Henry Gray, An.7.E.3.fol.29. that it needeth not to him that holdeth by Escuage to go himselfe, if he will find an able person to the warre conveniently arrayed for the warre, to goe with the king, if that seemeth good reason: for it may bee, that he that holdeth by such service is fkee, in such wise that he may not goe no2 ride.

And also an Abbots or any other man of Religion, or a woman sole that holdeth by such service, ought not in such case to go in proper person. And Sir William Herle that time chief Justice of the common place sayd in the sayd plee, that Escuage shal not begraunted, but where the king himselfe goeth in proper person. And so it abode in judgment of the same plee, if these xx days shal be accounted from the day of the Muster of the kings host made by the commons and by the kings commandement: Or else from the day that the king first entred into Scotland &c, therefore inquire of this matter.
And after such voyage into Scotland it is commonly said, that by the authority of Parliament, the Escuage shall be set and put in certain: that is to say, a certaine summe of money how much every one holdeth by a whole fee of knights service, which was not in his owne proper person, nor none other for him with the King, shall pay unto the Lord, of whom he holdeth his land by escuage, as put case that it was ordained by authority of Parliament, that every one that holdeth by a whole fee by knightes service, which was not with the king, shall pay to his Lord x.s. That he that holdeth by the halfe of a fee by a knights service, shall pay unto his Lord but x.s. and to who more, more, and who lesse, lesse. And some tenants hold, that if Escuage runne by authority of parliament to any summe of money, that they shall pay but the halfe of that summe, and some but the fourth part of that summe. But because the Escuage that they shall pay is not certain, so that it is at no certain what the parliament will assesse the Escuage, they hold by knightes service. But otherwise it is of Escuage certaine, of which halbe spoken of in the tenure of Socage.

And if a man speake generally of Escuage, it shall be understood by the common speach of Escuage not certain, which is Knights service: And such Escuage draweth unto him Homage, and Homage draweth unto him Fealtie, for fealtie is incident to every maner of service,
Escuage.

Service, but to the tenure of frankalmootgne, as it shall be said hereafter in the tenure of frankalmoote: So as he that holdeth by Escuage holdeth by homage, fealty, and Escuage.

And it is to be understood, that when Escuage is so settled by authority of Parliament, every Lord of whom the land is holden by escuage, shall have the Escuage so settled by the Parliament, because it is understood by the Lawe, that at the beginning such tenements were given by the Lords to hold by such services to defend their Lords as well as the King, and to set in quiet and rest their Lords against the King of Scots aforesaid. And so that such tenements came first of the Lords, it is reason that they have the escuage of their tenants.

And the lords in such case may distressen for the Escuage so asselled, or they may have the kings writs, directed unto the Shires of the Shires, to leute such escuage for them, as it appeareth by the Register fol. 88.

But of such tenants that hold of the King by Escuage, which were not with the King in Scotland, the King himselfe shall have the Escuage.

Item in such case aforesaid, where the King makeeth a voyage royall into Scotland, and the Escuage is asselled by Parliament, if the Lord distresses his tenant that holdeth of him by service of a whole knights fee, for the escuage so asselled &c. And the tenant pleadeth
Homage, Escuage, & Fealty.

and will auerre that he was with the king in Scotland &c. by x. days, and the Lord will auerre the contrary, it is said that it shall bee tried by the certificacion of the Marshal of the King's host in writing under his seale, which shalbe sent to the Justices.

Homage, Escuage, and Fealty.

Tenure by homage, escuage, and sealtie, is to hold by knights service, and it draweth into it ward, marriage, and reliefe. For when such a tenat dieth, his heire male being within the age of 21. peers, the Lord shall haue the lad holden of him unto the age of the heire of one and twenty peers which is called full age, for that such an heire by the understanding of the law, is not able to doe knights service before the age of 21. peers.

And also if such an heire be not married at the time of the death of his auncelster, then the Lord shall haue the ward, and marriage of him. But if such a tenaunt die, his heire female beyng of the age of fourteen peers or more, then the Lord shall not haue the ward neither of the lande nor of the bodie, for that a woman of such age may haue a husbande able to doe knights service. But if such an heire female bee within the age of fourteen peers and not married at the time of the death of her auncelster, then the Lord shall haue the warde
Homage, Escuage, & Fealty.

Ward of the lands holden of him, till the age of such an heire female of 16 yeeres. For that it is given by the Statute of Westm. 1. cap. 12. that by two yeeres next following the said 14 yeeres, the Lord may tender a convenient marriage without disparaging of such an heire female. And if the lord do not tender her such marriage within the said two yeeres, then she at the end of the said two yeeres may enter and put out the lord. But if such an heire female be married within the age of 14 yeeres in the life of the anuncestre, and the anuncestre die, the being within the age of 14 yeeres, the Lord shall have but the ward of the lande til an end of 14 yeeres of age of such an heire female. And then her husband and shee may enter into the land and put out the Lord, for this is out of the case of the Statute. Insomuch that the lord cannot tender marriage to her that is maried &c. For before the said Statute of Westm. 1. such issue female that was within age of 14 yeeres at the time of the death of her anuncestre, and after that shee had accomplished the age of fourteene yeeres without anie tender of marriage to her by the Lord, such an heire female then might enter into the lande and put out the Lord, as appeareth by the hearstaff, and by the wordes of the same Statute. So that the said Statute was made in such case all for the adauantage of the Lord as it seemeth. But yet that at all times it is understood be the wordes of the same
Honiage, Escuage, & Fealty.

Honiage, Escuage, & Fealty.

And note well, that the full age of the male and female after the common speech is the age of xxv. And the age of discretion is said the age of xiiij. peeres, for a childe at such age, which is wedded within such age to a woman, may agree to the marriage or disagree.

And if the Warden in chiuakle marrit his ward within the age of xiiij. peeres, and after the age of xiiij. peeres he disagreeth to the marriage. It is said by some folke that the child is not holden by the Lawe to bee maried another time by his Warden, for that the warden had once the marriage of him, and therefore he was out of his ward as concerning the ward of his body. And when he had once the marriage of him, and therefore was out of his ward, he shall no more have the marriage of him. In the same maner it is if the Warden marrieth him, and the wife die, the child being within age of xiiij. peeres, or xxi. peeres. And that the child may disagree to such marriage whose cometh to thage of xiiij. peeres, is proved by the wordes of the Statute of terti cap. 6. that saith thus: De dominis qui haritauerint illos quos habent in custodia sua llanis, & aliis sicut burgensibus vbi dispensent, si tales homines fuerint infra xiiij. annos, talis aetatis quod matrimonio cœlentire non pos-
Homage, Escuage, & Fealty.

If parents conquer, the damiglon shall extinguish the title of the heir. And if the common good should be received in the goods of the heir, the tithe shall be extinguished. If any one surrender the common good in commodum here-dis infra etate existentis secundum dispositionem parentum, propter dedecus impostum, Si autem fuerit 14. annorum & ultra quod consensus poterit, & tali maritagio consenserit, nulla sequatur pena. And so it is proved by the same Statute that no disparagement shall be, but where that he hath the ward mariteth him within the age of 14. yeeres.

Also it hath bin a question how these words should be understood. Si parentes conquerantur &c. And it seemeth unto some that considering the Statute of Magna charta cap. 6, that willeth that hæreses maritat tur absque disparagemente &c. upon which the said Statute of Merton upon this point is grounded, as it seemeth, and in so much that it was neuer see that any action was brought upon the Statute of Merton for such disparaging against the Wardin, and if any action may be taken upon such matter, it shalbe taken by common presumptton before this time, or at some time to be put in bze, that these woordes shall bee understood in such manner. Si parentes conquerantur, i. Si parentes inter se lamentantur, which is as much to say, that if the Collins of such a child have cause to make lamentation & complaint amongst them for the shame done to their collin so disparaged which
which is in a manner a shame to them all, then may the next colin to whom the heritage may not descend enter, and put out the warden in Chvalry. And if he will not, another colin of the childe may doe it, and hee to take the issues and profits unto the hle of the child, and of that yeeld the child account when hee cometh unto his full age: Or els the child within age may enter himself, and put out the Warden &c. Sed quære de hoc.

Also there are many other kinds of disparagings, which be not specified in the same statute, As if the heire that is in ward bee married unto one that hath but one foote, or one hand, or else deformed, or lame, or having an horrible disease, or else a great and continual infirmity: Or if the heire male be married to a woman past childbe bearing. And many other causes of disparaging there bee, but inquire for them, for it is good matter to learne. And of heires males that bee within age of r. yeeres after the death of their ancestors unmaried: In such case the Lord shall have the marriage of such an heire, and have space and time to tender to him chuenable marriage without disparaging within the same time of r. yeeres.

And it is to wit, that the heire in such case may chuse if hee will bee married or no. But if the Lord which is called Warden in Chvalrye, tender a chuenable marriage to suche an heire within the age
Homage, Fealty, and Escuage.

age of pri. peeres, without disparaging, and the heire refuse, and marry not himselfe within the same age: Then the said warden shall have the value of the marriage of such an heire. But if such an heire male marrie himselfe within the age of pri. peeres, against the will of the warden in chivalrie, then shall the Warden have double the value of the Marriage, by force of the Statute of Merton as foresaid, as in the same Statute is more fully comprised.

And divers tenants holde of their Lordes by knights service, & yet they hold not by Escuage, nor pay no escuage, as they that holde their lands by Castlewarde: that is to say, to keep a Tower of a Castle, or a gaole, or some other place by reasonable warning, where their Lords heare tell that enemies will come, or be come into England. And in many other cases a man may hold by knights service, and yet he holdeth not by escuage, nor payeth no Escuage, as shall be said in the tenure of Grand Serjeantie. But in all cases where a man holdeth by knights service, such services draw to the Lord, Ward, and Marriage.

And if a tenant that holdeth of his Lord by service of an whole knights fee die, his heire being of full age of pri. peeres, his heire shall pay unto the Lord C.s. for a relese. And he that holdeth by the halfe fee shall pay L.s.

And if a man hold his lande of his Lord by the service of two knights fees, then the heire
Homage, Escuage, & Fealty.

Heire at full age at the time of the death of his uncester, shall pay to his Lord ten pound for reliefe.

Also if there be graundfather, mother, and onne, and the mother dieth liuing the father of the sonne, and after the grandfather which held his land by knights service dieth seyed, and the land diiedeth to the sonne of the mother, as heire to the graundfather, which is within age: In such case the Lord shall have the ward of the land, but not the warde of the eire: For that none shalbe in ward of his body liuing his father, because the father during is life shall haue the martage of his heire apparent, and not the Lord. Otherwise it is, if the father bee dead liuing the mother, where he land holden in Chivalrie descendeth to the onne on the father's side &c.

Also if a man bee seyed of lande which is holden by knights service, and maketh a fesse-sent in fee to his bene, and dyeth seyed of the se, his heire within age, and no will by him declared, the Lord shall have a writ of Right, if the body and the land, like as if the tenaunte ad died seyed of the desmesue. And if the heire of full age at the death of his uncester, in such a case he shal pay reliefe, like as if he had in seyed of a desmesue, and that is by the statute of An.4.H.7.cap.17.

Also there is a warden in right in chivalry, and a warden in deed in chivalry. Warden in right in chivalry, is where the Lord because
of his Lordship is leased of the warde of the land, and the heire de supra. Warden in deed in chivalry, is where the Lord in such case after his leasing granteth by deede, or without deed, the ward of the lande, or of the heire, or of both to another man, by force of which grant the grantee is in possession, then is the grantee called warde in deed &c.

Tenure in Socage.

Tenure in Socage, is where the tenant holdeth of his Lord the tennancie by certeaine service for all manner of service, so that the service be not knights service: As where a man holdeth his land of his Lord by fealty and certeaine rent for all manner of service: Or els where a man holdeth his land by homage, fealty, and certeaine rent, for all manner of services, for homage by it selfe maketh not knights service.

Also a man may hold of his Lord onely by fealty, and such tenure is Tenure in Socage, for every tenure that is not tenure in Chivalry, is tenure in Socage. And it is said, that the cause wherefoze such tenure is said, and hath the name of tenure in Socage, is this. Quia hoc Socag.idem est, quod servic.Socé, Ec hæc Soca Socæ, idem est quod Caruca.s. one Soke, or one plough land.

And in olde time before the limitation of
of time out of mind, great parte of the tenants
that helde of their Lords es by Socage, ought
to come with their Ploughes every of the
sayd tenants by certaine dates in the yeere, to
eye and sowe the loydes landes of his owne
graines: But for that such works were done
for the liuelode and sustenance of their lords,
they were acquited against their loyde of all
maner of services. And for this that such
service was done with their Ploughes, such
tenure was called tenure in Socage. And
after that such services were chaunged into
divers other manner services, by consent of
the tenants, and by the desire of their lords,
that is to say, into a yeerely rent &c. But yet
the name of Socage abideth, and in divers
places tenants yet doe such service with
their Ploughes unto their Loyde, so that
all maner of services that bee not Tenures
in Knightes service, bee called Tenures in
Socage.
Also if a man hold of his Loyd by Escuage
certaine, That is to say in such fourme, that
when Escuage runneth and is assetted by the
Parliament to a more summe, or to a lesse
summe, that the tenant shall pay to the Lozde
but halfe a marke for escuage, & neither more
ne lesse to howe great summe or little summe
that the escuage runneth, in this case because
the escuage is certaine before that any escuage
is assetted &c. Such tenure is tenure in So-
cage and not knights service. But where the

D 2 summe
Socage.

The tenant shall pay for escuage, is not certain, that is to say, where it may bee that the summe that the tenant shall pay for escuage may be at one time more and another lesse, after that it is assessed &c., then such tenure is tenure by knights service.

Also if a man hold his land for to pay certaine rent to his Lord for castleward, such tenure is tenure in Socage. But where the tenant himselfe ought by him or by any other to make castleward, such is tenure by knights service.

Also in all cases where the tenant holdeth of his Lord to pay to him any certaine rent, that rent is called rent service.

Also in such tenures in Socage, if the tenant have issue and die, his issue being within the age of 14 yeeres, then the next friend of that heire to whom the heritage may not descend shall have the ward of the land, and of the heir unto the age of the heire of 14 yeeres, and such warden is called warden in Socage. For if land descend to the heire by the fathers side, then the mother, or some other nigh Colin of the mothers side shall have the ward. And if land descend to the heire by the mothers side, then the father or the next friend of the fathers side shall have the warde of such lands or tenements. And when the heire commeth to the age of 14 yeeres complete, he may enter and put out his warden in Socage, and occupie the land himselfe if he will. And such warden in Socage.

summe that the tenant shall pay for escuage, is not certaine, that is to say, where it may bee that the summe that the tenant shall pay for escuage may be at one time more and another lesse, after that it is assessed &c., then such tenure is tenure by knights service.
Socage shall take no issues or profits of such lands or tenements to his own use, but only to the use and profits of the heire, and of that shall yeeld account when it pleaseth the heire after that the heire hath accomplished the age of fourteene yeeres. But such a warden byon such account shall have allowance, of all his reasonable costs and expences of all things.

And if such a warden marrie the heire within age of fourteene yeere he shall make account to the heire of his executors of the value of the marriage, though he took nothing for the value of the marriage, for that it shall be counted his owne sottie, that hee would marrie him without taking the value of the marriage without hee marrie him to such a marriage that is woorth in value as much as the marriage of the heire &c. Also if any other man that is not a nigh friend &c. occupy the lands and tenements of the heire as warden in Socage, hee shall bee compelled to yeeld account unto the heire, as well as his next friends, for it is no plea for him in a wit of account to say that he is not his nigh friend &c. But hee shall answere whether hee occupieth the landes or tenementes as warden in Socage or not. But inquire if after that the heire have accomplished the age of fourteene yeere, and the warden in socage continually occupieth the lande till the heyre commeth to full age of 21 yeeres: If the heire at his full age shall have an action of Account against the
wardein for the time that he hath occupied after the said foureteene yeeres, as against his wardein in socage, or against him as against his bailife.

Also if wardein in chivalry make his executors, and dye, the heire being within age ac. The executors shall have the ward, during the nonage. But if the warden in socage make executors and die, the heire being within the age of foureteene yeeres, his executors shall not have the warde, but another nigh friend to whom the heritage may not descend, shall have the warde. And the cause of diversite is, for that the warden in Chivalry hath the warde to his proper use, and the wardein in socage hath not the ward to his owne use, but to the use of the heire. And in such case, where the warden in socage dyeth before any such accompt made by him, the heire is of that without remedie, for that no writ of accompt lyeth against the executors, but onely for the King.

Also the Lord of whom the lande is hol- den in socage after the death of his tennaunt, shall have reliefe in such fourme. If the tennaunt holde by Fealty, and certaine rent to paxe yeerely ac. If the termes of pay- ment bee to pay by two termes of the yeere, or by fower termes of the yeere, the Lord shall have of the heire of his tennaunt, as much as the rent amounteth that hee should pay by yeere. As if the tennaunt helde of the Lord
Lord by seality, and x. shillings of rent, payable at certaine terms of the yeere, then the heire shall pay to the Lord x.s. 4o; reliefe above these ten shillings that he shall pay for ye rent. Lookke moze in the Statute of Anno 19. H.7, ca.15.

And in such case after the death of the tenant, such reliefe is due to the Lord incontinent, of what age soever the heire be, for that such a Lord may not have the ward of the body not the land of the heire. And the Lord in such case ought not to abide the payment of his reliefe, after the terms and dates of payment of the rent, but he ought to have his reliefe incontinent; and therefore he may incontinent distraine after the death of his tenant for the reliefe.

In the same maner it is, where a tenant holdeth of his Lord by seality, and by a pound of Comin, 02 a pound of Pepper by the yeere, & the tenant die, the Lord shall have for his reliefe a pound of Comin, 02 a pound of Pepper.

In the same manner is it, where the tenant holdeth to pay by the yeere a certain number of Capōs 02 Hens, 02 a papze of Gloues, 02 certaine bushels of wheat, and such other maner thing. But in some case the Lord ought to abide to distraine for his reliefe in a certain time. As if the tenant hold of his Lord by a Rose, 02 by a bushell of Roses, to pay at the feast of St. John Baptist, If such a tenant die in winter, then the Lord may not distraine for his
his releifs &c. until the time that the Roseys by the course of the yeere may have their grow- ings &c. Et sic de similibus.

Also if any peraduenture will aske why a man may not hold of his Lord by fealty onely for all maner of service, insomuch, that when the tenant shall make his fealty, he that sweare to his Lord that he shall do all services due, & when he hath made fealty in such case, there is none other service due: To this it may be said, that where the tenant holdeth his land of his Lord, it behooveth that he ought to do to his lord some maner of service, so if the tenant, no, his heires ought to do, no manner of service to his Lord, no, to his heire, then by long time continued it should be out of remembrance of whom the land was holden, of the Lord, or of his heire, or, not, then more oft & more sooner will men say, that the land is not holden of the Lord nor of his heires, then otherwise: and upon this the Lord shall loose his Escheate of his land, or percase other forfaite, or profit, that he might have of the land: So it is reason that the Lord & his heires have some service done unto him, for a proof, and a witness if the land is holden of them, and because fealty is incident to all maner tenures, except tenure in frankalmoigne, as that he said in Frankalmoigne, because that the Lord will not at the beginning of the tenure have any other services but fealty, it is reason that a man may hold of his Lord onely by fealty, and when he hath made
made his fealty he hath done all his service.

Also if a man let to another for term of life certaine landes or tenements, without speaking of any thing to yeld to the lessee, yet he shall do to the lessee fealty, for that he holdeth of him. And if a lease be made to a man for term of yeeres, it is said the lessee shall doe to the lessee fealty, for that he holdeth of him. And this is proved well by the words in a writ of waste, when the lesseour hath cause to bring a writ of waste against him, the which writ shall say, that the lessee holdeth the tenementes of the lessee for term of yeeres: so that writ sheweth a tenure betwenee them se. But he that is tenant at will after the course of the Common lawe, shall not make fealty, because he hath no maner of a sure estate. But otherwise it is of tenant after the custome of the manor, because that he is bound to do fealty to his Lord for two caues: One is, because of custome, the other is, because that he taketh his estate in such forme to doe fealty.

Franke almoigne.

Tenaunt in Franke almoigne is, where an Abbot or Prior, or another man of Religion, or of holy Church, holdeth of his Lord in Franke almoigne: that is to say in Latin, in liberam Elemosynam, that is to say, in free almes. And such tenure bega first in old time when a man in old time was seyed of landes or tenements in his demelne as of lee, and of the
the same land enfeoffed an Abbot and his Conuent, o2 Prio2 and his Couent, to have and to hold of them and their successours in pure and perpetual almes, o2 in frankalmoigne, o2 by such words, to holde of the graunteo2, o2 of the lesse2 and his heirs in free almes: In such case the tenements were holden in frankalmoigne. And in the same manner it is, where the landes o2 tenements were granted in olde time to a Deane and Chapter, and to their successe2s, o2 to a Parson of a Church, and to his successe2s, o2 to any other man of holy Churche, and to his successe2s in free almes, if he had capacity to take such grants o2 feoffements &c. And such as holde in free almes, be bound of right afoxe God to do Oblasions, prayers, and Masses, and other divine services for the soules of the grantores o2 feoffe2s, o2 for the soules of their heires which be dead, and for the prosperity & good life of them that be aline.

And for this they do at no time no manner of fealty unto their Lordes, for that such divine service is better for them before God than any doinge of fealty. And also these words, free almes, o2 frankalmoigne, exclude the Lord to have any worldly o2 repayall service, but onely to have divine and special service to be done for him &c. And if such that hold their tenements in free almes, o2 frankalmoigne will not, o2 fayle to doe such divine service as is saide, the Lord may not distain.
disstraine them for the services undone sc. because it is not set in certaine, what service they ought to doe: but the Lord may of them complaine to their Ordinary, praying him that hee will set punishment and correction of hat. And also to provide s see that such negligence be no more done, and the Ordinary of right ought to do that sc.

But where an abbot or a Prior holdeth of his Lord by certaine divine service in certaine to be done, as for to sing a Masse every Friday in the weeke, for the soules sc, or every yere at such a day to sing Placebo & Dirige sc. or to finde a Chaplein to sing masse sc. or to distribute in almes to an hundred poore men, an hundred pence at such a day, in such case if such divine service be not done, the Lord may disstraine sc. for that this divine service is in certaine by their tenure what the abbot or the prior ought to do. And in such case the Lord shall have the easly sc. as it seemeth.

And such tenure is not said tenure in free almes, but it is said tenure by divine service, for in tenure in free almes, or frank almoigne, no mention is made of any manner certaine service, for none may hold in free almes or frank almoigne if there be expellion sc. by maner certain service that he ought to do. And if it bee demanded if the tenant in frankmarriage shall doe fealty to the donour or to his heires before the lowerth degree be passed sc. It seemeth that yea, for bee is not like
like as to this intent to a tenant in free almes or frank almoigne, for the tenant in free almes shall do (because of his tenure) divine service for the Lord as it is aforesaid, and that he is charged to do by the law of holy Church, and for that he is excused & discharged of fealty. But tenant in franke marriage doth not by his tenure such service.

And if he do not to his Lord fealty, then he doth not to his Lord any manner of service neither spiritual nor temporal, which should be an inconvenience and against reason, that a man should have estate of inheritance of another, and yet the Lord shall have no manner of service of him as it seemeth, and so it seemeth that he shall doe fealty to his Lord until the fourth degree be past &c. And when he hath done fealty, hee hath done all his service. And if an Abbot hold of his Lord in free almes, & the abbot and his couenta under their common sealie alien the same lande to a secular man in fee simple, in this case the secular man shall do fealty to the Lord, for that he may not hold of his Lord in free almes, for if the Lord ought not to have of him fealty, then hee shall have of him no manner of service which should be an inconvenience where he is Lord, and the tenements are holden of him.

Also if a man grant at this day to an abbot or to a Prior, lands or tenements in free almes or frank almoigne, these words free almes or frank almoigne be void, for others
It is ordained by the Statute which is called Qua emptores terrarum, which Statute was made Anno 18 Regis E. primi, That no man may alien or grant lands or tenements in fee simple to hold of himselfe, so that if a man be seized of certain lands or tenements which he holdeth of his Lord by knights service and at his day he granteth the same land to an abbot &c. in free almes or franke almoigne, the Abbot shall holde immediately the same tenements by knights service of the Lord of his grantor, because of the same enactment: so that no man may holde in free almes or infranke almoigne, but if it be by title of prescription, or by force of a grant made to some of his predecessors before the same enactment. But the king may give landes or tenementes in fee simple to hold in free almes or franke almoigne by other service, for he is out of the case of the Statute, and note well that no man may olde landes or tenements in free almes, but the grantor or his heires, and that for the quitus of the gift, and thence it is said, that there be Lord meyne and tenant, and the tenant is an Abbot that holdeth of his meyne a franke almoigne, if the meyne die without issue, then the meynaltie shall come by escheate the said Lord aboue, and the abbot the shall old of him immediatly onely by seality, shall to him seality, for that he may not hold of him a franke almoigne &c.

And note well, where that such a man of
Homage auncesfrel.

religion holdeth his lands of his Lord in free almes &c. his Lord is bound by the law to acquite him of every manner of service that any Lord abowe him will demand or ask of the same tenants. And if he acquite him not but suffer him to be distrained &c. the he shal have against his Lord a writ of Mesne, and recover his damages and costes of his suit.

Homage auncesfrel.

Tenure by Homage auncesfrel is, where a tenant holdeth his land of his Lord by homage, and the same tenant and his auncesfrel whose heire he is, have heide the same lande of the said Lord and of his auncesfrel, whose heire the lord is, from time out of mind by homage, have done homage unto him which is called Homage auncesfrel because of the continuance which hath been by title of prescription in the tenancy, in the blood of the tenant is also in the lordship in the blood of the Lord.

And such service by homage auncesfrel draweth to it warranty, if the Lord that is aliue hath received homage of such tenant, he ought to warrant his tenant when he is impressed of the lands holden of him by homage auncesfrel. And all such service by homage auncesfrel draweth to it acquittance, the is to say, the Lord ought to acquite his tenant against all other Lords abowe him of every manner of service. And it is said that such tenant be impieded by a Præcipe quo
Homage auntecle.

eddat &c. and he boucteth his Lord to warrantie, which commeth in by processe, and aseth of the tenant what he hath to bind him to warrantie, and he sheweth how he and his ancestors, whose heir he is, have holden the awe of the vouchee and of his ancestors, whose heir he is, by Homage from time out of mind: if the Lord which is bouched receiued none homage of the tenant, noz of any of his ancestors, the Lord then if he will, may disclame in the Lordship, and so put out his enant of his Warrantie. But if the Lord which is bouched hath receiued homage of enant, noz of any of his ancestors, then may he not disclame, but he is bound by the law to warrant the tenant, and then if the tenant rese the land in default of the vouchee, he shall recour in value against the vouchee of the sands noz tenementes that the vouchee had at the time of the voucher, noz any time after.

And it is to wit, that in every case where the Lord may disclame in his Lordship by the law, in Court of Record, and of that will disclame, his seigniorie is extinct, and the tenant shall hold of the Lord next above his lord which so disclameth. But if an Abbot or Bishop be bouched by force of homage auncetrel &c. though he have never taken homage &c. yet he cannot disclame in this case, noz, in none other case, for they cannot deewe that thing in fee, which hath beene vested in their house, Palch. 10. E. 4.

Also
Homage auncelstrel.

Also if a man that holdeth his land by Homage auncelstrel alieneth his land to another in see, the aliance shall do homage to his lord. But he holdeth not of his Loide by homage auncelstrel, for that the tenancy was not continued in the blood of the auncelstres of the aliance, nor the aliance shall never have the warranty of his land of his lord, for that the continuance of the tenance in the tennant and in his blood by the alienation is discontinued.

And so see, that the tennant that holdeth his land by homage auncelstrel of the Loide, and such a tennant alieneth in see, though that hee take estate of the aliance againe in see, he holdeth the land by homage, but not by homage auncelstrel.

Also it is said, that if a man hold his land of his Loide by homage and sealty, & hee hath made homage and sealty to his Lord, and the Lord hath issue a sonne and dieth, and the Lordship descendeth to his sonne: In this case the tennant which did homage to the father, shall not do homage to his sonne, for that when a tenant hath made once homage to his lord, he is excused for terme of his life to make homage to any other heire of the lord: But yet he shall do sealty to the sonne and heire of his Lord, though that he made sealtie to his father.

Also if the Loide after the homage to him made by his tennant, graunt the service of his tennant by deede unto another in see, and the
Homage auncetrel.

tenant attorneth &c. the tenant shall not bee compelled to do homage, but hee shall do seality, though hee did seality before to the graunter. For seality is incident to every attorneyet when the Lordship is granted. But if a man be seised of a Manor, and another man holdeth his land of him as of a Manor, seised by homage, the which hath done homage to his Lord which is seised of the manor, if after that a stranger being a Praeipe quod reddat against the lord of the manor, and recovereth the manour against him, and sueth execution &c. in this case the tenant shall once againe do homage to him that recovereth the manor, for that the state of him which received homage before is defeated by the recovery. And it shall not lie in the mouth of the tenant to satisfie or defeat the recovery which was against his Lord. And so see the diversitie in this case, where a man commeth to his Lordship by recovery, and where he commeth by discent, or tenant of the seigniory.

And if a man tenant which ought by his tenure to do homage to his Lord, come to his Lord and say to him, Sir, I owe to do unto you homage for the tenements that I hold of you, and I am ready to do you homage for the same tenements, for which I pray you that ye will now receive it, and if the Lord doth refuse to receive it, then after such refusall the Lord may not distrayne the tenant for the homage, before that the Lord require the tenant"
Graund Serieanty.

2. To do homage, and the tenant refuse to do it.
Also a man may hold his land by homage auncestrel, & by escuage, or by other knights service, as well as he might hold his land by homage auncestrel in Socage.

Graund Serieanty.

1. Tenant by Graund Serieanty is, where a man holdeth his lands or tenements of our sovereign Lord the king, by the service which he ought to do in his own proper person, as to beare the kings Banner or his Speare, or to lead his HoD, or to be his marshal, or to beare his sword before him at his Coronation, or to be his Seuer at his Coronation, or his Carter, or Butler, or to be one of his Chamberlaines of his resceit of his Escheuer, or to do such services &c. And the cause wherofe such service is called Graund Serieanty, is for that it is more honourable, & worshipfull, and digne, then is the service of the tenure by Escuage, for he that holdeth by escuage, is not limited by his tenure to doe any more especial service, then any other that holdeth by escuage ought to do. But he that holdeth by Graund Serieanty, ought to do some especial service to the king, that he that holdeth by Escuage ought not to do.

3. Also if the tenant which holdeth by escuage die, his heire being of full age, if he hold by a knights fee, the heire shall pay but an E, s. for his
his reliefs, as it is ordained by the Statute of Magna char. cap. 2. But he that holdeth of the king by Grand sericanty and dieth his heir being of full age, shall pay into the king for his relief, the value of his lands or tenements by the peer, besides & charges & reprises which he holdeth of the king by Grand sericanty. 4

And it is to wit, that sericanty in latin is seruitium, of Magna sericantia is Magnum seruitium, that is to say, a great service.

Also those which hold by Escoage ought to do their service out of the realm, but they that hold by grand sericanty for the most part ought to do their service within the realm.

And it is said that in the marches of Scotland some hold of the King by coynage, that is to say, to blowe an home for to warn the men of the countrie &c. when they hear that the Scots or other enemies will come to enter into England &c. which service is grand sericanty &c. but if any tenant hold of any other Lord then of the King by such service of coinage, that is not grand sericanty, but it is knights service, and draweth to it ward, marriage, and relief, for none may hold by grand sericanty but of the king onely.

Also a man may see in the 11. pere of Henry the 4. col. 27. that Cokein then being Chiefes baron of the Escheuer came into the commo place, bringing with him a copie of Record in these words. Talis tenet tantam terram de domino Rege per Seriantiam ad iuveniendum...
Petie Serieantie.

vnum hominem ad guerra infra quatuor maria &c. That is to say, such a man holdeth so much land of our soueraigne Lord the King by Serieanty to find one man appointed for the warre within the lower seas, he demanded whether it was grand serieanty or Petie Serieanty, and Hank, then saide that it was grand Serieanty, for that it was service to be done by the body of a man, if that he may not finde a man to do service for him, hee must do it himselle. To whom the other Justices assented, Cokaine then said, the tenant in this case shall pay reliefe to the value of the lande by yere, to the which was none answere, and note that at they that hold of the king by grad Serieanty, hold of the king by knights service, the king of that shall have ward, mariage, reliefe, but the king shall not have of them escuage, if they hold not by escuage.

Petie Serieantie.

Tenaunt by petie Serieauntie is, where a man holdeth his lande of our Soueraigne Lord the King, to yeelde unto him yeerely a Bowe, a Sworde, a Dagger, o2 a Knife, o2 a spere, o2 a paire of Gloues of maile, o2 a paire of spurs gilt, o2 an arrow, o2 divers arrowes, o2 to yeelde such other small thinges touching the warre, and such service is but Socage in effect, fo2 that that the tenaunt by his tenure ought not to goe noz to doe any thing in his owne
owne proper person touching the warre. But to yeeld and pay peereely certayne things into the King, as a man ought to pay a rent. And note that no man holdeth lande by grande serieantie, nor by Pette serieantie, but of the King.

Tenure in Burgage is where an auncient Borough is, of the which the king is lord, and they that haue tenements within the borough hold of the King their tenements, that every tenant for his tenement ought to pay to the king a certeine rent by peere &c. And such tenure is but tenure in Socage, and the same maner is where an other Lord de spiritual or temporal is Lord of such a Borough, and the tenants of the tenements in such a Borough hold of their Lord to pay eche of them peereely an annuel rent, and it is called tenure in burse, for that the tenementes within the Borough be holden of the Lord of the Borough by certeine rent &c. And it is to wit, that the auncient towne and called Boroughes, bee the most auncient & eldest Townes that be within England, for the towne that now be Citie of counties, in old time were Boroughes and called Boroughs, for of such old towne called boroughs, came these Burgesses of the Parliament to the parliament when the king hath summoned his parliament.
for the greater part of livery boroughs and plagues which are called borough Commons, and for some boroughs not had in other Commons. For some boroughs have plures commons and plagues which are called borough Commons, and for some boroughs not had in other Commons, that if a man have

the same as his father, be force of the custom, which were per habitation. Also in some boroughs be the common, the which
divers devises &c. yet the last devise and will made by him, shall stand and abide.

Also by such custome a man may devise by his Testament, that his executors may alien and sell the tenements that he hath in fee simple, for a certaine summe, to distribute for his almes: in this case though the devisez die seised of the tenements, and the tenements descend unto his heire, yet the executors after the death of the testator may sell the tenements so devised, and put out the heyre, and thereof make a sequestrement, alienation, & estate by deed oz. without deed, to them to whom the sale is made unto.

And so may ye see a case, where a man may make a lawfull estate, and yet he hath nought in the tenemers at the time of the estate made. And the cause is for that, that the custome and blage is such, Quia consuetudo ex certa causa rationabili visita, probat communem legem: for a custome used upon a certain reasonable cause, profits the common Law.

And note well, no custome is to be allowed, but such custome as hath beene vised by title of prescription, that is to say, from time whereof is no mind. But divers opinions have bin of time out of minde, and of title of prescription, which is all one in the law, for some men have said, that the time of mind should bee said for time of limitation in a writ of right, that is to say, from the time of King Richard the first after the Conquest, as is given by the Statute of
Westminster the first, for that a writ of Right is the most highest writ in his nature that may be. And in such a writ a man may recover his right of the possession of his ancestors, of the most ancient time that any man may by any writ by the law. And in so much that it is given by the said statute, that in such a writ none shall be heard to allege of the seisin of his ancestors of more longer time, then of the time of King Richard aforesaid, therefore this is proved, that continuance of possession, or other custumes and blages bled after the same time is title of prescription, and this is certain. And other have said, that well and truth it is, that seisin and continuance after the limitation &c. is a title of prescription, as is aforesaid, and by the cause aforesaid. But they have said that there is also another title of prescription that was at the common law, before any statute of limitation of writs &c. and that it was where a Custome or blage, or other thing had beene bled, for time whereof mind of man runneth not to the contrary: And they have said that this is proved by the pleading, where a man will plead a title of prescription of custome &c. he that lay that such custome hath beene bled from time whereof the memory of men runneth not to the contrary, that is as much to say, when such a matter is pleded, that no man then a live hath heard one prove to the contrary, nor hath no knowledge to the contrary, &c. in so much that
Such title of prescription was at the Common Lawe, and not put out by any statute. Ergo it abideth as it was at the common Lawe, and the sooner, insomuch that the said limitation of a writ of Right &c. is of so long time passed Ideo quære de hoc. And many other customs and blages have such ancient bozoughs.

Also every Borough is a town, but not the contrary. More shaibe layd of Customes in the tenure of Villenage.

Villenage.

Tenure in villenage is most properly when a Willein holdeth of his Lord (to whom he s'villen) certain lands & tenements after custome of the Manoys, oz els at the will of his lord, & to do his lord villen service, as to peace, bring, and carry out the dung and filth of the Lord into the land of his lord, there to lay it, cast it, & spread it abroad upon the land, and to doe such other manner of service. And some free tenants hold their tenements after the custome of certain manoys by such service, and their tenure is called tenure in villenage, and yet they be no villenes, for no land holten by villenage, oz villene lands, oz any custome rising of the lande, shall ever make a free man villen: But a villen may make free land to be villen land unto his Lord. As if a villene purchase land in fee simple, oz in fee tail, the lord of the villen may enter into the land, and put out the villen and his heirs for ever.
Villenage.

Ever, & after the Lord (if he will) may let the same land to the villeine, to hold in villenage. Also if a feoffment bee made to a certaine person or persons in fee, to the use of a villeine, or if a villeine, or any other person or persons be enfeoffed to the use of a villeine, what estate soever the villeine hath in said use, in fee tail, for terms of life, or yeeres, the Lord of the villeine may enter in all those landes and tenements likewise as if the villeine had been alone settled on the demesne: And that is by the Statute of Ann. 19 H. 7. cap. 15. But if a free man will take any landes or tenements of his Lord by such villeine service, that is to say, to pay a fine to his Lord for his marriage, or for the marriage of his sonne or his daughter, then shall he pay such a fine for the marriage &c. for that it is the folly of such a free man, to take in such fourme landes or tenements to hold of his Lord by such bondage, yet that maketh not the free man villeine.

Also, every villeine, either he be villeine by prescription, that is to say, hee and his aunces &c. have beene villeins time out of mind, or he is villeine by his owne confession in Court of Recorde. But if a free man have divers issues, and after confesseth himselfe to be villeine to another in court of Recorde, yet his issues which he hath before the confession be free, but the issues which he shall have after the confession shall be villeins.

Also if a villeine purchase lands and alien
Villenage.

neth the same lands to another before his lord enter, then the lord may not enter, for it shall be judged his own folly that he entered not whether the land was in the villsin's hands. And so is of his other goods, so if the villenine but take, or give goods, to another before that the lord seised the goods, then the lord may not seize the, but if the lord before any such sale or gift commeth within the house of the villenine where such goods be, there openly among the neighbours claim the same goods to be his, and so seize parcel of the same in name of seizin of all his goods &c. This is said a good seizin in the law. And the occupation that the villenine hath after such claim in the goods, shall be taken in the law, the right of the lord, but if the king have any villenine that purchaseth lands & alieneth before that the king enter, yet the king may enter in the lande in whose hands the land commeth to, or if the villenine buy or sell divers goods before that the king seize the goods, yet the king may use them in whose hands soever they be Quia allum tempus occurrit regi, for no time runeth against the king.

Also if a man let lande to another for some of life, saving the reversion to him, and villenine purchaseth of the lessour the reversion, in this case it seemeth that the lord of the villenine may incontinent come to the lande and clayne the same reversion as lord of the same villenine, and by this clayne, the
Villenage.

the reversion is incontinent in him, soz in any other sojourn he may not come to the reversion, soz he may not enter upon the tenant soz termes of life, and if he ought to abide till after the death of the tenant soz termes of life, then happily he might come too late, soz parauenture the villaine wil grant oz alien it to another in the life of the tenant soz termes of life. In the same maner it is where a villaine purchased the adowson of a Church full of an incumbeht, that the Lord of the villaine might come to the said Church and clayme the adowson. And by this claime the adowson is in him, soz if he abide till after the death of the incumbeht, and then presente his Clarke to the said Church: Then in the meane time the villaine might alien the adowson azc, azo put out the Lord from his presentation.

Also there is a villaine regardant and a villaine in grosse. Villaine regardant is as if a man be seised of a Manour, to which a villaine is regardant, and he that is seised of the same manour, or they whose estate he hath in the same manour have bin seised of the said villaine s of his ancestors as villains regardant to the manour from time out of minde. An villaine in grosse is where a man is seised of a manour to the which a villaine is regardant, he graunteth the same villaine by his deed bin to another, then he is villaine in grosse, and not regardant.

Also if a man and his Ancestours who
whose heire hee is, have bene seised of a villaine and of his ancestors, as villaines in
grose time out of minde, such beene villaines
in grosse, and note well that of such thinges
which may not be graunted nor aliened with-
out deede or line, a man that will have such
thinges by prescription may not otherwise
prescribe but in him, and his ancestors whose
heire he is, and not by these woorde, in him
and whose estate he hath, for that, that hee
may not have their estate without deede or
writing the which behooueth to bee shewed to
the Court, if hee will have any adavantage of
his, and because that the graunt and the a-
itenation of a villaine lyeth not without deede
other writing: a man may not prescribe in
villaines in grosse without shewing of wri-
ting, but in himelse that claymeth the Vill-
in and in his ancestors whose heire hee is.
But of those thinges which bee regardant or
appendaunt to a Manour, or to other landes
tenements, a man may prescribe that hee
and they whose estate hee hath were seised of
be Manour of such landes or tenements
regardantes or appendaunts to the Man-
our or to such landes or tenements &c. from
the out of minde, and the cause is for this
at such a Manour, landes and tenements
may passe by alienation without deede &c. 18
and it is to wit that nothing is named re-
ardant to a Manour but a villaine. But
 certain other thinges, as Adowsons and
Toms
commune of pasture &c. be named appendants to the Mannon or to other landes and tenements.

Also if a man in Court of Recorde knowledge himselfe to bee villaine that never was villaine before, suche one is villayne in grosse.

Also, a man that is villaine is called villayne, and a woman that is villaine is called niefe, and a man that is outlawed is called an outlaw, and a woman that is outlawed is called a wayue.

Also if a villaine take a free woman to wife the issue betwene them shal be villaine. But if a niefe take a free man to husband, their issue shall be free. And that is contrary to the Law civille, for there hee saith that partus sequitur ventrem.

Also no bastard may be villain, but if that he will knowledge himselfe to be a villaine in court of Recorde, for he is in the Lawe quasi nullius filius, as the sonne of no man, for that he may be inheritour to no man.

Also every villaine is able and free to suit manner of actions against every person except against his Lord to whom he is villaine and yet in certaine thinges hee may have a suit against his Lord an actio, as of appeale for th death of his father, or of his other ancelsters, whose heire he is, also a niefe which is rauned by her Lord may have appeale of Rap against him.
Also if a villaine be made executor to another, and the Lord of the villaine was indebted to the testator in a certain summe of money, the which is not paited: In this case the villaine as executor to the testator, shall have in action of Det against his Lord because he hath not recover the Det to his proper use, but to the use of the testator.

Also the lord may not take out of possession of such a villaine, that is executor of the said goods, and if he do, the villaine as executor shall have an action of Trespass against is Lord for the same goods so taken, and recover damages to the use of the testator. But in all these cases it behoveth the Lord (which is defendant in such actions) to make proclamation that the plaintiff is his villaine, or if the villaine shall be enfranchised, though the matter be found for the Lord against the villaine, as it is said.

Also if a villaine sue an action of Trespass, or other action against his Lord in one shire, and the Lord saith, that he shall not answer it; so that he is villaine regarding to his Manour in another Shire, and the plaintiff saith, that he is freeman and free estate, and no villaine, this shall be held in the Shire where the plaintiff hath conceived his action, and not in the Shire where the Manour is, and this is in favour of liberty, as it is adjudged Stitch. 40. Edcured the third.
Villenage.

And for this cause was made a statute in the 9. yeere of Richard the second, the tenure of which ensueth in such cause.

Also for that, where many Villeins and People, as well of great Lords as of other folk, spiritual and temporeal, lie and goe into Cities and places franchised, as the Citie of London, and other like places, and saine divers suites against their Lords, because they would make themselves to be infranchised, it is accorded and attented that the Lords, no, none other shalbe so barred of their villeines, because of their answer in the law. By force of which Statute, if any villeine will sue any maner of action to his owne yle in any Shire where it is hard to trie, against his Lord, his Lord may chuse to plead that the plaintiff is his villeine, or to pleade another matter in barre, and if they be at issue, and the issue be found for the Lord, then the villeine, is villeine as hee was before, by force of the same Statute: But if the issue be found for the villain, then is the villain frank and free, for that the Lord tooke not for his plee, that the villain was his villain, but tooke it by protestation.

Also the Lord may not Mayme his villain, for if he mayme his villain, he shall o that be indicted at the Kings suite. And if he be of that attainted, he shall for that make greevous fine and rauncome to the King. But it seemeth that the villain shall not have by that
law any appeale of Waine against his Lord, for in appeale of Waine a man shal not recover but his dammages. And if the villeine in that case recover dammages against his Lord, and hath thereof execution, the Lord may take that that the villeine hath in execution from the villein, and so the recovery standeth boide.

Also if the villeine bee demaundant in an action reall, or plaintiff in an action personell against his Lord, if the lord will plead in disability of his person, he may not make plaine defence, but he shall defend but the wrong and his force, and demaund judgement if he shall be answered, and shewe his matter by and by ow he is villeine, and demaund judgement if he shall be unanswered.

Also, the manner of men there be against them if they sue actions &c. judgement may be asked if they shall be answered: One is, where the villeine sueeth an action &c. against his Lord, as in case aforesaid. The second is, where a man outlawed upon an action of Deet Trespas, or upon any other action of Inheritance, the tenaunt, or the defendaunt may shew all the matter of the record and the outwrit, and demaund judgement if he shall be answered, because that he is out of the law to be any action during the time that he is outlawed. The third is, where an alien borne out of the allegiance of our Soueraigne lord the king, if such alien sue any action real or
Villenage.

personall, the tenant or defendant may say, that he was borne out of the kings allegiance, and aske judgement if he shall be answerd. The fourth is, where a man by judgement given against him upon a writ of Praemunire facias &c. is out of the kings protection, if he sue any action, and the tenant or defendant shew all the recorde against him hee may aske judgement if he chauble answerd, for the law & the kings wits be the thinges by which a man is protected and holpen, and so during the time that a man in such case is out of the kings protection, he is out of helpe and protection by the kings law, or by the kings wits.

The fift is, where a man is entred and professed into religion, if such a person sue an action, the tenant or defendant may shew that such a one is entred into Religion in such a place, into the order of S. Benet, and is there a Monke professed, or in the order of friers Minoris or preachers, and is there a frier professed, and so of other orders of religion &c. and aske judgement if hee chauble answerd, the cause is this, that when a man entreth into Religion and is professed, he is dead in the lawe, and his soune or next co In continet shall inherite him, as well as though hee were dead indeed, & when he entreth into Religion he may make his testament & his executors and they may haue an action of det due to him before his entree into Religion, or any other action that executors may haue if he were dead.
in deed. And if he make none executor, when he entreat into religion, then the ordinary may commit the administration of his goods to other as if he were dead in deed. The to is, where a man is accursed by the Lawe of holy Church, and he sueth an action real or personal, the tenant or defendant may plead that he that sueth is accursed, & of this it behooveth him to shewe the Bishops letters under his seale, witnessing the accruing, and alke judgment if he shalbe answered &c, but in this case if the demaundant or plaintiff cannot deny it, the writte shal not abate, but the judgment shall be that the tenant or defendant shall goe quite without day for this, that when the demaundant or plaintiff hath purchased his letters of absolution, & showed them to the court he may have a refsummons or a reattachment upon his original after the nature of his writ &c. But in the other cases the writte shall abate &c, if the matter shewd may not be gainsaid.

Also if a villain be made a secular priest, yet his lord may seyle him as his villein, and seyle his goods &c. But it seemeth that if the villein enter into religion and is professed &c, that the lord may not take him no; seyle him for that he is dead in the law. And no more then if a freeman take a niece to his wife, the lord may not take ne seyle &c. wife of the husbâd. But his remedy is to have an action against the husbâd, for he tooke his niece to wife without his wil.
Villenage.

and so may the lord have an action against the
sovereign of the house that taketh & admis-
teth his villain to be possessed in ye same house
without licence and will of his Lord &c. and
shall recover his damages to the value of the
villain for he that is professed Monk &c. shall
be a Monk, & as a Monk shall be taken for
term of his life natural, except he be detained
by the law of the holy Church, and he is hold-
en by his religion to keep his cloister, and if
the lord may take him out of the house, then he
should not live as a dead person, nor after his
religion, which should be inconvenient &c. For
if there bee wardein in Chivalry of body and
lands of a childe within age, if the child when
he commeth to the age of thirteen yeere enter into
religion & is professed the wardein hath none
other remedy, as to the warde of the body, but
a writ of Kauthment of warde against the
sovereign of the house. And if any being ob-
full age, that is collin and heire unto the child
enter into the lande, the wardein hath no re-
medy as to the ward of the land, because that
the entre of the heire of the childe is lawful in
such case.

Also in many other cases the Lord doth
make manumission and infranchisling to his
villaine. Manumission is properly when the
Lord makest his deede to his villaine to en-
franchise him by this worde Manumittes
which is as much to say, as extra manu, & ex-
trapoteilae alterius ponere, as to put him out
of the hands and the power of another. And for this that by such a deed the villeine is put out of the had and power of his lord, it is called manumission. And so every manner of enfranchising made to a villeine, may bee said a manumission. Also if the lord make to his villeine an obligation for a certain summe of money, or grant unto him by his deed an annuity, or let him by his deed, landes or tenements, for terme of yeeres, the villeine is enfranchised. And if the Lord make a feoffement to his villeine of any landes or tenements by deede or without deede in fee simple or fee tale, or for terme of yeeres, and delivereth unto him the seiln, this is an enfranchising, but if the Lord make to him a lease of lands or tenements, to holde at the will of the Lord, by deede or without deede, this is no enfranchising, for that hee hath no manner of certaintie no; suerty of his estate, but that the Lord may put him out when hee will. Also if a Lord sue against his villeine a Precipe quod reddat, if hee recover 02 be nonsuit after appearance, this is manumission, for this that hee may lawfully enter into the land without such suit. In the same manner it is if hee sue against his villeine an action of Dette, 02 of accompt, 02 of covenant, 02 of Trespas, 02 such other this is an enfranchising &c. for this that he may enprison his villeine, & take his goods without such suit. But if the Lord sue his villeine by appeale of seiln, this is

none
Villenage.

none enfranchising to the villein though the matter of the appeal is found against the lord, because that the lord may not have the villein haged about such suit. But if the villein were not indicted of the same felony before the appeal sued against him, and is acquitted of the felony, so that he recover damages against the lord for the false appeal: Then in this case the villein is enfranchised because of the judgement of damages that was given to him against his lord. And more cases and matters there be by which a villein may be enfranchised against his lord Sed de illis quare. Also if a lord of a manor will prescribe that it hath bin accustomed within his manor, time out of mind, that every tenant within the same manor that marrieth his daughter to any man without licence of the lord of the manor shall make fine to the lord for the time being, this prescription is void, for none ought to make such fines but only villains, for every free man may freely marry his daughter to whom it pleaseeth him, and his daughter. And because that this prescription is against reason, such prescription is void. But in the shire of Kent of lands holden in gauckkind, where by the custome based time out of mind the children males ought evenly to enherite, this custome is allowable, for this that it is with some reason, because that every sonne is as great a gentleman as the elder sonne, and because of that more great honour and valure shall groweth then if
if he had nothing by his ancestors, where per-
adventure he might not so grow &c.

Also, where by Custom called Bozough
English, in some Bozough the yougest sonne
that inherite at the tenements &c. this custom
also standeth with reason, because that the yong-
ner sonne if he lacke father and mother, (be-
cause of his young age) may least of all his brors
then help himselfe &c. But if a man will pres-
scribe, that if any cattel were by'd the demeans
of his manor, there doing damage, that his lord
of the manor, for the time being hath used to
distraigne them, the distress to retaine till fine
were made to him for the damages at his will,
this prescription is by'd, because it is against
reason, that if wrong be done to a man, that hee
thereof should be his owne judge, for by such
way if he had damages but to the value of an
halfepeny, he might assesse & haue therefore at
T. it. which should be against all reason. And
so such prescription, or any other prescription
bised, if it be against all reason, this ought not,
no, will not be allowed before Judges, Quia
malus vsus abolendus est.

Rents.

These manner of rents there be, that is to
say, Rent Service, Rent charge, and Rent
Lecke. Rent service is, where a man holdeth
his land of his Lord by fealty & certain rent,
or by other service, and certaine rent, or by ho-
mage, fealty, and certaine rent, and if rent
service
service at any day that it ought to be paid, be behind, the Lord may distrain for that of common right. And if a man now will give landes or tenements to another in the tale, yeelding to him certain rent by the yeere, he of common right may distrain for the rent behind, though that such gift was made without a deede, because that such rent is rent service: But in suche case where a man upon such a gift or lease, will referue to him rent service, it behooueth that the reverson of the landes or tenements be in the donor, or in the lesseor: for if a man will make a seoffement in fee, or will glie landes in the tale, the remainder ouer in fee ample, without a deede, referuing to him certaine rent, such referuing is void, because that no reverson is in the donor, and such a tenant holdeth his lande immediatly of the Lord of whom his donor held. And this is by force of the statute of Westminister the 34. cap. 1. Quia empires terrarum. For before the same statute, if one made a seoffement in fee ample by deed or without deed, yeelding to him 02 to his heires certain rent, this was rent service, and for this he might distraine of common right: And if he made no reservation of any rent, no of any service, yet the seoffee hold of the seoffor by such service, as the seoffor held of his Lord next aboue. But if a man by deed indetted at this day, make such a gift in the tale, the remainder ouer in fee, of seoffement in fee, and by the same In-
Rents.

Renture refereth to him and to his heires a
certaine rent, and that if the rent be behinde,
that it shal be lawful to him and to his heires
do distraine &c. such rent is rent charge, be-
cause such lands and tenements be charged of
such distr esse by force of the writing only, and
not of common right. And if such a man in such
deed indented, refereth to him & to his heires
certaine rent, without any such clause set out in the deed, that he may distraine &c. that
such rent is rent seckse, because that he cannot
 distraine to have the rent if it be denied by the
same distr esse, and if hee were never seised in
his case of the rent, he is without remedy, as
hath he said hereafter.

Also if a man seised of certaine land, graunte
by his deed Poil, &c by Indenture, a yerey recei-
ving out of the same land to another in ex-
ample, &c in fee tale, &c for terme of life &c.
with clause of distr esse &c. then that is rent
charge, and if it be without clause of distr esse,
et it is rent seckse. And note well, that rent
seckse. Idem est quod redditus siccus, because
that no distr esse is incident to it.

Also if a man grant by his deed rent charge
to another, & the rent is behinde, the grauntee
can chuse if he will sue a writ of annuity of it
gainst the grauntee, or distraine &c. the rent
behind, and the distr esse to withhold till he be
of that paid: But he may not doe & have both
together, for if he take a writ of annuity, then
the land is discharged, and if he sue not a writ
of
of annuity, but distress for the arreages, and
the tenant such a Replegiare sc. and the gra-
tee with the taking of the distress is the
land sc. in Court of record, then is the land
charged, and the person of the grantor dischard
ged of an action of annuity.

Also, if a man will that another shall have a
rent charge arising out of his lands, but he
will not that his person shall be charged in any
manner by a writ of Annuity, then he may
have such clause in the end of his deed, Pro-
tio semper quod pretens scriptum nec aliqui
in eo specificatum, non alieniter sc extendat
ad onerandum personam meam per breue de an-
nuali redditu, sed tantummodo ad onerandam
terram & tenementa præd. de annuali redditu
præd, and then is the land charged, & the per-
sion of the grantor discharged.

Also, if a man make such a deed in such ma-
nner, that if A. of B. be not yearly paid at the
feast of Christmas for term of life pr. s. a
lawful mony, that then it shall be lawful to the
said A. of B. to distrain for it in the manor or
F. &c. this is a good rent charge, because that
the manor is charged of the rent by way of dis-
triple: and yet the person himselfe that made
such a deed is discharged in this case of an ac-
tion of annuity, because that he granted not his
deed any annuity to the said A. of B. but
granted only & he may distrain for his annuity.

Also, if a man have a rent charge to him
and to his heirs issuing out of certaine land
The purchase any parcell of the lande to him and to his heires, all the rent is extincte and nullled because that rent charge may not in such maner be apportioned, but if a man that rent service purchase parcell of the lande here of the rent is, this shall not extinct all, it fo the portion, fo the rent service in such se may be apportioned, and shall be apportioned after the value of the lande, but if a tenant holdeth his lande by service to yeilde to a Lord peerely at such a feast an horse, or an apke, or such thing semblable, if in such se the Lord purchase parcell of the lande, the service is gone, because that such service may not be seuered no2 apportioned, but if a man hold his lande of another by hommage, fealtie, to escuage and by certaine rent, if the Lord purchase parcell of the land &c. In that the n shall be apportioned as is aforesaid, but in this case the hommage and fealtie abideth hole to the Lord, fo the Lord shall have the hommage and fealtie of his tennaunt for the menant of lands and tenementes holden of as he had before &c. fo this that such ser\es be no annuall services, and may not bee apportioned. But the escuage may and shall be apportioned after the quantitie and rate of e land.

Also if a man haue a rent charge, and his fater purchase parcell of the tenements charged in the see, and dieth, and that parcell disceath to his son that hath the rent charge now this
Rents.

This rent charge shall be apportioned after the value of the land as is aforesaid of rent service, because that such a portion of the land be purchased by the father, commeth not to the son but by descent and course of the law.

Also if there be Lord and tenant, and the tenant holdeth of his Lord by fealty and certain rent, and the Lord granteth the rent by his deed to another &c. referring to him the fealty, and the tenant attourneth to the grantee of the rent, now such rent is rent secketh to the grantee for this that the tenements be no holden of the grantee of the rent, but be holden of the Lord that referred to him fealty. And in the same manner it is where a man holdeth his land by homage, fealty and certain rent, if the Lord grant the rent, saiving to him the homage, such rent after such grant is rent secketh, but where lands or tenements be helden by homage fealtie, and certain rent, the Lord will grant the homage of his land by his deed to another, saiving to him the tenant of the services, and the tenant attourneth to him after the forme of the grant, now in this case if tenant holdeth his land of the grantee: and the Lord that granteth the homage shall not have but the rent as rent secketh, and shall never distrayne for the rent. For this that neither homage nor fealtie, nor escuage may be salved secketh, for he that hath ought to have of his tenant homage, or fealtie, an escuage.
Rents.

Rents, map of common right distraine for ie it be behind, for homage, fealty and escuauge n services by which lands and tenements holden and been such that in maner may be ken but as services. But otherwise is of rent that was once rent service, for this, that then it is seuered &c by the grant of the Lord on the other services, it may not be said rent service, for this that it hath not to it fealty which is incident to every manner of rent service, and for this it is said rent secke.

Also if a man let land to another for term of life, referring to him certain rents, if hee gau the rent to an other saving to him the reversion of the land so letten by his deed, &c. the rent is but rent secke, for this that the tenant hath nothing in the reversion of the land. But if hee grant the reversion of the land another for term of life, and the tenant attourneth &c. then hath the grantee the rent service, because he hath the reversion of term of life. And so it is to be understood if a man give landes or tenementes in taille, referring to him and to his heires certaine rent, or let land for term of life, referring certaine rent, if hee graunt the reversion another, and the tenant attourneth, all the and service passeth by the woxde of the aumt of reversion for this that all the rent d service in such case bee incidentes to the reversion and passe by the grant of reversion. But though hee graunt the rent to another the
Rents.

the reversion palleth not by such graunte &c.
And so note well the diversity. And so it is holden Pasc. 12. E. 4. f. 3. But it is adjudged An. 26. lib. ad. pl. 38, 39. whereas the service of the tenant in tale were graunted, that there was a good graunte, yet notwithstanding the reversion remaines.

Also if there bee Lorde, mesne, and tenant, and the tenant holdeth of the mesne by the rent of foure shillings, and the mesne holdeth due to by twelve pence, if the lord aboue purchase that tenancy in fee, then the service of the mesne is extinct, for this, that when the Lord aboue hath the tenancy hee holdeth of the Lord neer aboue him. And if he ought to hold it of him that was mesne, then he should holde one rente.

Tenauncle immediately of divers Lords, and which should bee inconvenient, and the law will sooner suffer a mischief then an inconvenient, and for this the seigniory of the meane is extinct. But so much that the tenant holdeth of the mesne by foure shillings, and the mesne holdeth but by twelve pence, so that he had more advantage by tis. s, then he payed to his Lord, he that haue the said foure shillings as rent seek pereely of the Lord that purchaseth the tenancy.

Also if a man that hath Rent seek, once sepled of any parcell of the rent, and after if the tenaunt will not pay the rent that is behinde, this is his remedie. It behoeth thence with him to goe by himselfe, or by another
Rents.

the lands and tenements, whereof the rent
is owing, and there to demand the arrears of the rent. And if the tenant vante to pay
this denying is a disaffin of the rent. Also, the tenant at the time be not ready to pay it,
is so denying and a disaffin. Also, if the
naunt not none other be dwelling upon the
lands or tenements when he asketh the arrears of, this is a denying in lawe, and a dis-
affin in deede, and of such disaffin he may
have an action of Nouel disaffin against the
naunt and recover the seisin of the rent, and
carrages, and his damages and costes
his writ and of his plege. And if after such
covery the rent be another time denied him,
en he shall have a Redisaffin, and recover
able damages.

And it is to be had in mind, that this name
the is Equinoocum, for sometime it is taken
by a Jury, for in the beginning of the recoze
Misle of Nouel disaffin, the record shall be
thus, (Althia venit recogni) which is to
say, that Juratores ven recogn, and the cause
for this, that by the writ of Althia is com-
manded to the Shirife, Quod faciat xij. libe-
s & legales homines de vicineto &c. videre
summa illud, & nomina eorum imbreuiari, &
summon eos per bonos summon quod
coram Iustitiariis &c. parati inde facere re-
ognitionem &c. And for this, that by force of
an originall writ, a Panell by force of
same writ ought to be retourned &c. It is
said
Laid in the beginning of the Record in Assise, Assisi venit recogita &c. Also in a writ of right it is commonly said, that the tenant may pur him in God and in the great Assise &c. Also there is a writ in the Register called, De magna Assisi eligeda, so it is this a good proofe that this name Assise is sometime put for the Justie, and sometime it is taken for all the writ of Assise, and after that intent it is most properly and most commonly taken, as Assise of Nouel dition, is taken for all the writ of Assise of Nouel dition. In the same maner Assise of commune of pasture, is taken for all the writ of assise of common of pasture, and assise of Mortdauncester, and assise of Daraine presentment &c. But it seemeth that the cause why such writs at the beginning were called Assises, is for this, that by every such writ it is commanded to the Sheriff, that hee summon may &c. which is as much to say, that he ought to summon a Jurie &c. and sometime Assise is taken for an ordinance, for to set certaine things in a certain rule and disposition, as an ordinance that is entred in the auncient estatutes is called Assise panis & Serucia.

Also if there be Lord & tenant, & the Lord graunteth the rent of his tenant by deed to other, sauing to him the other services, & the tenant attourneth, that is a rent lecke, as it is aforesaid: But if the rent bee denied him the next day of payment, hee hath no remedy for this, that he had not thereof any possession.
But if the tenant when he attourneth to the
grantee, or after, will give a penye, or a halfe
penye to the grante in name of seilin of rent,
then if after at the next day of paimet the rent
be denied him, he shall have an allise of Nonel
disseilin. And so it is, if a man graunt by his
deed a peculiar rent issuing out of his land to
another &c. if the grantor then after pay to the
grantee a penye, or an halfepenye, in the name
of seilin of the rent, then if after the first day of
paiment the rent be denied, the grantee may
have an allise, or ells not.

Also of rent feck a man may have an allise
of Mortdaunce ofester, or a write of Ayel of Cof-
hage, &c. all other manner of actions reals, as the
case lyeth, as he may have of any other rent.

Also there be three causes of disseilin of rent
service, that is to say: Restous, Repleuin, and
Enclosure. Restous is, when the Lord di-
straineth in the land hold of him for his rent
behind, if the distress be rescued from him, or
the Lord come upon the lande, and would di-
strain, and the tenant or another man will not
suffer him &c. Repleuin is, when the Lord
hath distrained, and repleuin is made of the
distress, by write, or by plaint &c. Enclosure, is
if the lands and tenements be so enclosed, that
the Lord may not come within the lande and
tenements for to distrain. And the cause why
such things so done to disseilins made to the
lord, is for this that by such things the Lord
is disturbed of the mean by which he ought to
have
have come to his rent. And lower causes be of dissenion of rent charge: that is to say, ressure, replevin, enclosure, and denier, soz denying is a dissenion of rent charge, as it is aforesaid of rent seck. And two causes be of dissenion of rent seck: that is to say, enclosure, and denier. And yet it seemeth that there is another cause of dissenion of all the three rents aforesaid, that is when the Lord is going to the land holden of him soz to distraine for the rent being behind, the tenant hearing this encountreth him, and forestalleth him the way with force & armes, and manasleth him in such some, that he dare not come to the land to distraine for his rent behind &c. soz doubt of death, or bodily hurt, this is a dissenion, for this, that the Lord is disturbed of his meane whereby he ought to come to his rent. And so it is if by such forestalling and manasling, hee that hath rent charge or rent seck is forestalleth, or dare not come to the land to aske the rent behind.

The third booke.

Parceners.

Parceners be in two manners: that is, Parceners after the course of the common Lawe, and Parceners after the custome. Parceners after the course of the common Lawe bee, where a man or woman is seised of certain lands or tenements so ample, or so esteale, and hath none issue his daugh
daughters and dietc & the tenements descend to the daughters and the daughters enter into the lands & tenements so to them descended then they be called parceners, and be but one here to their ancestor and they be called parceners for this, that by the writ that is called Breue de participatione facienda, the law will constraint them: participation shall be made among the daughters to whom the land descended, then they be called parceners, if they be daughters they be called parceners, and if a man cessed of lands in fee simple or fee tail die without issue of his body, and the tenements descend to his sisters, they be parceners as is aforesaid. In the same manner it is, where he hath no sisters but the land descended to his aunts, they be parceners, but if a man hath but one daughter she may not be said parcener, but daughter and heire. And it is to wit, that partition betweene parceners may be made in divers manners, one is when they agree to make partition and make partition of the tenements, as if there be 2 parceners to devise between the the tenement in 2 parts, every part by himselfe in severality of their value, and if there be 3 parceners to devise the tenements in 3 parts in severality.

Another partition there is to choose by agreement between them & certain of their friends to make the partition between them of the lands and tenements in the fourme aforesaid.
And in such cases after such partitions the eldest daughter shall choose first one of the parts so divided, which shee will have for her part. And then the second daughter after her another part &c. if it so be that there be many sisters &c. if it be not that they be otherwise agreed betwixt them, so it may be agreed betwixt them that one of them shall have such tenements, and another such tenements &c. without any such first election, and the part that the elder after hath, is called in latine Entia pars. But if the parcomers agree that the elder after shall make partition of the tenements in the forme aforesaid, & if shee do, then it is said that the elder after shall choose his last part after each of her other sisters. Another partition and allotting there is, as if there be six parcomers, and after such partition made of the lands, every part of the land is by it self written in a little scrowle, & it is covered all in ware in a maner of a little ball, so that no man may see the scrowle, then are the lower balles of ware put in a Bonet to kepe in the hands of an indifferent man, & then the elder daughter first shall put her hand in the bonet which shall take a ball of ware, & the scrowle within the same ball for her purparty, and then the second after shall put her hand in the Bonet and shall take another, and so then the third after the third ball &c. and in this case it behooveth each of them to hold them to their chancie and allotment.
Also another partition there is, as if there be your pareners, and they will not agree that partition shall be made between them, the one of them may have a writ de participatione faciendi against the other three sisters, or two may have a writ of Participatione facienda against the other, or the three against the fourth at their election, and when judgement shall be given upon such a writ, the judgement shall be such that partition shall be made between the parties, and the Shirise in his proper person shall goe to the landes and tenements &c. and here he by the other of x. true men of his bap- tizike &c. shall make partition between the parties, the one part of the same lands shall be assigned to the plaintife, or to one of the plaintifes, and another part to another &c. not making mention in the judgement of the eldest after more then of the youngest, & of the partition that he hath thus done, he shall make notice to the Justices &c. under his scale and the scales of the x. &c. so in this case may you see that the elder sister shall not have the first election, but the Shirise shall assigne the part that she halve &c. and it may be that the Shirise will assigne the first part to the younger sister, and the last part to the elder.

And note well partition by agreement between pareners may by the law be made among them as well by word without deed, as by deed.

Also, if two meales descende to two par-
Particners.

Particners, and the one mele is worth by peere £. 2. and the other but £. 1. by peere, in this case partition may be made betwene them in such forme, that the one particner shall have the one mele, and the other particner shall have the other mele, and the that shall have the mele of £. 1. and her heires shall pay a peere rent of £. 1. issuing out of the same meale to the other particner and to her heires for ever, because that every of them shall have even in value, and such partition made, is good enough, and the same particner that shall have the rent of £. 1. and her heires may distraine for the rent of common right in the same meale of the value of £. 1. if the rent of £. 1. be behind at any time in whose hands soever the same meale commeth, though there was never writing made of it betwene them. In the same maner it is of partition of all manner of landes and tenements &c. where such rent is reserved to one, or to divers particners upon such partition &c. but such rent is not rent service, but rent charge, of common right had and reserved for equality of the partition. And note well that none be called particners by the Common lawe, but women or the heires of women, and which come by landes and tenements by descent, for if others purchase landes or tenements, of this they be called Joyner-vautes and not particners. Also if two particners of lande in fee simple make partition betwene them &c. and the parte of the one
Parceners.

halueth much more then the part of the other, if they were at the time of partition of full age, that is to say, of 21 yeares, then they alway shall abide and never be defeated: But if the tenements whereof partition is made, bee to them in fee tale, and the part that the one hath is much better in yerely value then the part of the other, howbeit that they bee excluded during their liues to defeate the partition, yet if the parcener that hath the lesser part in value hath issue and dieth, the issue may disagree to the partition, and enter, & occupy in common that other part that is allotted to her Aunt, and so the Aunt may enter and occupy in common the other part allotted to her Sister, as if no partition thereof had bin made sc.

Also, if two parceners of tenements in fee take husbands, and they and their husbands make partition betwixe them, if the part of the one be lesse in yerely value then the part of the other during the liues of the husbands the partition shall be in his force and strength: yet after the death of the husband the wife hath the lesse part may enter in her sister's part, as it is aforesaid, & defeat the partition: But if the partition so made betwixe them were such, that every part at the time of allotment were egall of yerely value, then it may not after be defeated in such cases.

Also, if there be two parceners, & the younger of them bee within the age of xxi. yeares, & partition is made betwixe them, so that the part
Parceners.

part that is allotted to the younger, is lesse in value then the part of the other: In this case the younger during the time of her nonage, and also when she cometh to full age of xxv yeares, may enter in the position to her utter allotted, &c. and defeat the partition: But such a parcener ought to take heed when shee cometh to full age, that shee take to her owne ble, all the profits of the tenements to her allotted, for by that the agreeeth to the partition at such age, in which case the partition shall stand and abide in his foce and strength &c. but peradventure the profits of the halfe shee may take, leaving the profits of the other halfe, to her utter &c. It is to wit, that when it is saide males and females be of full age, that shall be understande of the age of xxv yeares: for if any fequestment or grant, release, confirmation, obligation, or any other writing before any such age bee made by any of them &c. or that any within such age bee Wastife or Recover with any man &c. all scruch for ought &c. may be auoyded. Also a man before such age shall not be sworn in no Jurie, no2 no inquisition.

Also if tenements be given to a man in the taile, which hath as much land in fee Simple, and hath issue two daughters and dieth, and the daughters make partition between them, so that the lands in fee Simple be allotted to the younger daughter, in allowance of the tenements Stapled, allotted to the elder daughter, if after such partition the younger daughter
Parceiners. 53

16th the lande in see ample to an other in
2, and hath issue a sonne or a daughter, and
3th, the issue may enter in the tenements tai-
4d, and then hold in purpartie with their
5nt, and this is for two causes: One is for
6eat, that the issue may have no remedy of the
7nd aliened by his mother, for that the lande
8s to her in see ample, and in so much as he
9 one of the heirs in the tale, & hath nothing
10compenced of that, that to him belongeth of
11tenements tailed, it is reason that he have
12purparty of the land in tale and namely
13then such partyt ion maketh no discontinu-
14ance of the tale, as saide saide hereafter in the
15apter of Discontinuance. But the contrary
16holden M.20,H.6,sol.13,that is to say,that
17may not enter upon the parceiner that
18th the land tailed, but is put to his sute by
19t of Formedon. In other cause is, for that,
20at it shall be cousted the folly of $ elder sister,
21at she would agree to the partition, where
22might have had halfe the lid in see ample,
23halfe of the tenemets in the tale for purpara-
24and so to be sure without damage &c.

Also if a man feised in a plough land by titt
25le, disseiseth an infant win age of an other
26ough land, & hath issue two daughters, and
27th seised of both those plough lands, the en-
28then being within age, & the daughters
29ter a make partition, & the one plough land
30alloted for the purparty of the one, as per-
31se to the goger father in allowance of $ other
32ough
Plough land which is allotted to the purport of the other, so that after the infant entrench in the plough land of the which he was disseised upon the possession of the parcener that had the same plough land, then the same parcener may enter into the other plough land that he after hath, and holdeth in parcenary with her: But if the younger after alien the same plough land to another in fee simple before entry of the enfant, and after the child entrench upon the possession of the alienee, the she may not enter into the other plough land for this, that by her alienation she hath utterly dismissed her selfe to have any part of the tenements as parcener: But if the younger after before the entry of the enfant make the of a lease for terme of yeeres, 02 for terme of life, 02 in fee taple, saving the reversion to her and after the child entrench, there parauenture it is otherwise, for this, that shee dissenteth not her selfe of all that, that was in her but hath reserved to her the reversion and the see ample ec.

Also, if there bee three 02 lower parceners that make partition betweene them, if the part of the one parcener be defeated by such lawfull entry, shee may enter and occupy the other landes of all the other parceners, and compel them to make new partition of the other land betweene them ec.

Also, if there be two parceners, and one taketh an husband, and the husband at
he wife have issue betweene them, and the wife lieth, and the husband holdeth him in the hall is tenant by the curtelle. In this case the parcesner that surtueth, and the tenant by the curtelle may well make partition between the c. And if the tenant by curtelle will not agree to make partition, then the parcener that surtueth may have a writ de participatione facienda &c. and compel him to make partition. But if the tenant by the curtelle will have partition betweene them, & the parcener that surtueth will not have it, then the tenant by the curtelle shall have no remedy for to have partition, for he may not have a writ de participatiune facienda, for this that he is not parcener, or such a writte lieth for parceners onely. And so may ye see that is writ de participatiune facienda lieth against tenants by the curtelle, yet himselfe may not have such a writ.

Parceners by the custome.

Parceners by the custome bee where a man seised in fee tale of the lands or tenements hat bee of the tenure called Gavelkind with the hire of Kent, shath issue divers sons and dyeth, such landes and tenements shall descend to all the sonses by the custome, and se evenly shall inherit and make partition betweene them by the custome as females for, and a writte de participatione facienda yeth in this case as betweene females, but
Parceners.

It behooveth in the declaration to make mention of the custome. Also such custome is in other places in England, and also such custome is in North wales.

Also there is an other partitio that is of other nature, and in an other fourme then of the partitions aforesaid, as a man seyng of certaine landes in see simple hath issue to daughters, and the elder is maried, and a father giueth parcelle of the same landes to his husbande with his daughter in Francke mariage, and byeth seised of the remnaunt which remnaunt is of more greater value yeere then bee the lands giuen in Francke mariage.

In this case the husbande and the wife shall have nothing for their parte of the same remnaunt, but if they will put in their land given in Francke mariage in hotchpot with remnaunt of the lande with her sister, and they will not do so, then the younger sister not occupy the same remnaunt, and take to the profites onely, and it seemeth that the word hotchpot is in English a pudding, in such a pudding is commonly put not onely thing, but one thing with another, and for this it behooveth in such case to giue the landes giuen in Franckemariage with other landes in hotchpot if the husband and the wife will have anything in the other remnaunt &c. This word Hotchpot is but a term of multitude, & is as much to say, as to put in land.
Parceners.

...together, & this is to such enter it to account the value of all the lands, that to say, of the lands given in frankmarriage & remnant that was not given, & then person shall be made in this forme that ensues. As put case that a man is seised of xxx acres of land in fee simple, every acre in value, d. by the yeere which hath issu two daughters, & the one is covert baron, & the father eth x. acres of the xxx acres to the husband th his daughter in frankmarriage and deth of the remnant, then the other father that into the remnant, that is to say, in the xxx acres, & shall occupy it to her owne use, ex he husband and the wife will put their x. acres given to them in frankmarriage with other x. acres in hotchpot, that is to say, ether, and then when the value is known every acre, that is to say, every acre is yeres both d. then the partition shall be made such some, that is to say, that the husband & wife shall have above the x. acres given them in frankmarriage b. acres in severalty he x. acres, and the other father shall have remnant, that is xv. acres of the x. acres her part, so that accounting the ten acres, the husband and the wife had in frankmarriage, and the other five acres of the x. acres, the husband and the wife have as much erectly value as the other father hath, and alwayses upon such partition the landes giuen
Parceners.

given in frankmarriage, abide to the donees, to the heires &c. after the forme of the gift. For if another parcener should have nothing of this that is given in frankmarriage, of this should follow an inconuenienc, and a thing against reason which the law will not suffer; and the cause why that lands given in frannmarriage shal be put in hotchpot is this, that when a man giueth lands and tenements in frannmarriage with his daughter or with another cozen, it is to be understood by the law that such gift made by such wordes frankmarriage is an advancement of his daughter of his cozen, and namely when the donour to his heires shall not have any rent or service from him, except sealy until the fourth degree passed &c.

And for such cause the lawe is that she have nothing of the other landes and tenements descended to the other parceners if shee will not put the tenementes given in frankmarriage in hotchpot, as is aforesaid if she will not put the lands giuen in frankmarriage in hotchpot, then she shall have nothing in the remnant, for this that it shall be understood by the lawe, that she is sufficiently advanced to which advancement shee agree, holdeth her selfe contented.

The same Lawe is betwene the heires the donees in frankemarriage and the parceners &c. if the donees in frankemarriage before their antecessors, or before such
And note well, that gifts in frankmarriage were by the common Lawe, before the Statute of Westminster the second, and way after, so hath beene used and continued so forth.

Also such putting in hotchpot &c. is where lands or tenements that were given in frankmarriage descend from the donors in frankmarriage onely, for if the landes descend to the daughters by the father of the donors, or by the mother of the donors, or by the brother of the donors, or by other auncesters, and not by the donors, there it is otherwise, for in such case to whom such gift in frankmarriage had beene made, for this, that was not aduanced by him &c. but by another.

Also, if a man selled of xx. acres of lande, and in this case the husband of the daughter was in frankmarriage, and death seised of other xx. acres, in this case that other after have the xx. acres so descend to her one, and the husband and the wife shall not put such case the xx. acres to him given in frankmarriage in hotchpot &c. for this that tenements given to him in frankmarriage are as good perely value as the other lands.
Parceners.

For if the landes giuen in franke mariage were of as euem value as the remnaunt, or more value, then in baine, and to none inter such landes giuen in franke mariage shall be put in hotchpot &c. for this that the may have nothing of the other landes descended &c. For if she should have any parcel of the other land descended, then should she have more in per value than her sister &c. which the lawe will not &c. And as it is sain in the cases aforesaid of two daughters, or two parceners, in the same maner, and in like cases is, where there be more sisters, after that as the case and matters be &c. And it is to wit, that lands and tenements giuen in franke mariage, shall not be put in hotchpot, but with the lands descended in fee simple, for of lands descended in taille, partition shall be made as if no such giuen in franke marriage had beene made. Also lands shall be put in hotchpot with other, to lands that bee giuen in franke mariage one land.

For if any woman have any other lands or tenements by any other gift in the taile, she never put such lands so giuen in hotchpot, but shee shall have the part of the remnant, descended &c. that is as much as the other parceller shall haue of the same remnant.

Also another partition may bee made by twene parceners, that baristh from the partition aforesaid: As if there bee three parceners, the youngeste would have partition, and the other two would not, but will hold in pro
Jointenants. 57

tenary that, that to them belongeth without partition: In this case if one part be allotted in seuerally to the yonger sister after that that he ought to have, then the other may hold the tenant in parcenary, and occupy in common without partition, if they will, and such partition is good enough. And if after the elder & middle parcener will make partition between them of that that they held, they may well doe when they please. But where partition hal be made by force of a writ de participatio-facienda &c. there otherwise it is, for there behoueth & every parcener have his part in seuerality &c. More halbe said of Parceners in the Chapter of Jointenaunts, and also in the Chapter of Tenants in common.

Jointenants.

Jointenants be as a man seised of certaine lands, or tenements &c. and thereof hath in-possed, two, or three, or towre, or more, to have ad to hold to them and to their heires, or to ane and to holde to them for terme of their ayes, or for terme of another's life, by force of which seosement they be seised, such be Jointenants.

Also if two or three disseise another of any landes, or tenements to their owne use, then the disseisors be Jointenants: But if they disseise another, to the use of one of them, then they no Jointenants, but he to whom the
Jointenants.

bse of the distelun is made, is sole tenant, and the other have nothing in the tenancy, but be called coaditutoes to the distelun &c.

And note well, that distelun is properly where a man entretren into any landes or tenements where his entre is not lawfull, & put

tether him out that hath the franttenement &c. And it is to wit that the nature of jointenan

cy is, that he that furuiueth shall have only the whole tenancy, after such estate as he hath in the jointure be continued &c. As if three jointenants be in fee ample, & the one hath issue &&
dieth, yet they that survive shall have the tenents whole, and the issue that have nothing and if the second jointenat have issue and die yet the third that furuiueth shall have the tenents whole, and shall have them in fee ample to him and to his heires. But otherwise it is of parteners, for if three parcellers be, and be

fore any partition the one hath issue and die then that to her belongeth shall descend to his issue, and if such a parcener die without issue then that to her belongeth shall descend to her heires, so that they shall have this by descent, and not by the suruiuo as Jointenants have &c. And as the suruiuo holdeth place amonw Jointenants &c, in the same manner holdeth place among them that have joint estate or possession with others of chattells real or chattells personal. As if a lease of lands or

tenemets be made to many for terme of peres he that furuiueth of the leasees shall have the ten
tenements whole to him during the term by
force of the same lease. And if any house, or other chattell personal be given to many mo; he
that suruiueth shall have them to himselfe.

In the same maner it is of debts and duties
ex. For if an Obligation be made to many for
one duty, he ʃ suruiueth shall have all the debt,
and so it is of all other covenants & contracts.

And some jointenants may be that may have
joint estates, and bee jointenants for term of
their lives, and yet they have severall inher-
ances, as if lands be giue to two men, and to
the heires of their two bodies engendred: In
this case the donees have joint estate for term
of their two lives, and they have severall inher-
ance, For if the one of the donees have issue
and die, the other that suruiueth shall have all
of the suruiuo; for term of his life. And if he
that suruiueth hath also issue and die, then
the issue of the one shall have the halfe of the
land, and the issue of the other shall have the
other halfe of the land; they shall hold the land
between them in common, and be not jointen-
ants, but tenants in common. And the cause
that such donees in such cases have Joynte
estate for term of their lives, is this, for this
that at the beginning landes were giuen to
them two, which wordes without more say-
g, made a joint estate to them for term of
their lives. For if a man will let land to another
by deede, or without deede, not making men-
ion what estate hee hath, and of this maketh
Jointenants.

query of sepulch: In this case the lessee shall have estate for term of his life, and so in so much that the lands were given to them, they have a joint estate for term of their lives. And the cause why they have several inheritances is this, in so much that they cannot by possibility have an heir between them ingendred as a man and a woman may have &c. then the land will that their estate and their inheritance shall be such, as reason will after the forme & effect of the wordes of the gift, and that is to the heirs that the one engendred of his body by any of his wives, and the heirs that the other engendred of his body by any of his wife, &c. So it behooveth by necessity of reason, that they shall have several inheritances. And such case, if the issue of one of the donees after the death of the donees die, so that hee hath two issue alive of his body ingendred, then the donee of his heirs may enter in the haise as his actual son, though the other of the donee hath issue alive &c. And the cause is, for as much as the inheritance is severed &c. the version in the law is severed &c. and the survivor of the issues of the other shall holde place to have the whole. And so as it is said males in the same maner it is where land is given to two females, and to the heirs of the two bodies begotten.

Also if landes bee given to two females, and to the heirs of one of them, this is a jointure, and the one hath a free hold, and
other hath see ample, if the hath the see die, he that hath the freehold shall have the whole by the survivor, for term of life. In the same manner it is where tenements be given to two, to the heirs of the body of one of them deceased, the one hath freehold, and the other fee simple. Also if two joint tenants be seised of estate of fee simple, and the one granteth a rent charge by his deed to another out of that that to him belongeth &c. In this case during the life of the grantor, the rent charge is effectual. But after his decease the rent charge is void to charge & land, for that he hath the land by the survivor, shall hold all the land discharged. And the cause is for this, that he that survivor claimeth to have the land by the survivor &c. and not by descent of his fellow &c. But otherwise it is of parencers, for if there be two parencers of tenements in fee simple, and before any partition the one chargeth that to him belongeth by his deed, with a rent charge &c. & dieth without issue, and that that to him belongeth, descendeth to the other parencer. In this case the other parencer shall hold the land charged &c. for this that he cometh to the half by descent as heir &c.

Also if there be two joint tenants in fee simple within one borough where the landes and tenements within the same borough be unstable by testament, if the one of the same joint tenants devise that, that to him belongeth by testament &c. and die, this devise is void.

\( \text{§} 3 \)
Joint tenants.

And the cause is this, that no devise may take effect but after the death of the devisee. And for this that by his death all the land incontinent commeth by the law to his fellow that survives, by the survivor, which neither claimeth nor hath any thing in the land by the devise, but in his own right by the survivor after the course of the Lawe \\n
But otherwise it is of Partecners seised of tenements devisable in such case of devise \\

Causa qui supra.

Also it is commonly said, that every joint tenant is seised of the land that he holdeth jointly \\n
And this is as much to say that he is seised by every parcel, and by all \\n
And this is true, for in every parcel, by each parcel, by all the lands and tenements he is jointly seised with his fellowes \\

And if two jointenants be seised of certaine lands in fee ample, and the one leteth that that to him belongeth to a stranger for term of yeares and dyeth within the terme. In this case after his decease the lessee may enter and occupy the halfe to him letten during the terme, though the lessee never had possesse of it in the life of the lessee, by force of this lease.

And the diversity between the case of the grant of a rent charge and this case is this, for in the grant of a rent charge by a jointenant the tenants abide alway as they were before without that, that any hath any right to haw
parcell of the tenements but himselfe, and the tenements abide in such plight as they were before the charge &c. But where a lease is made by a jointenant to another for terme of yeares &c. incontinent by force of the lease the lessee hath right in the same land, that is to say of all that, that to his lessor belonged, & to have that by force of the same lease during his term &c. and this is the diversity &c.

Also jointenants if they wil may make partition between them, and the partition is good enough, but they shall not be compelled by the law to do it, but if they will make partition of their proper will and agreement, the partition shall stand in his strength, P. 3. C. 4. See St. 31. H. cap. 21. & 32. H. 8. ca. 32.

Also if a joint estate be made of land to the husband and the wife, and to a third person, in this case the husband and the wife have not in the law in their right but the halfe &c. And the third person shall have as much as the husband and the wife have, that is to say, the other halfe &c. And the cause is, for that the husband and the wife be but one person in the law, & be in like case as if the estate be made to two jointenants, where each one hath by force of the jointure the one halfe, and the other the other halfe. In the same manner it is, where an estate is made to the husband and the wife, & to other two men in this case the husband and the wife have not but the third part, and the other two men the other two partes &c. Causa H 4 qua.
Tenants in Common, qua supra. More that be said of them touching Jointenancie in the Chapter of Tenants in Common.

Tenants in Common.

Tenants in Common bee they, that have lands and tenements in fee simple, fee tail, or for terme of life &c. which have such lands and tenements by severall title, and not joining title, & none of them knoweth that, that is seueral to him. But they ought by the law to occupy such lands and tenements in common & indueided to take the profits in common. And because that they come to such lands and tenements by severall titles, & not by one selfe joining title, and their occupation & possession shall be by the law among them in common, therefore they be called Tenants in Common; as if a man enfeoffe two Jointenants in fee, and one of them alieneth that that to him belongeth to another in fee, now the other taintenant and the alienee be tenants in commo, for this that they be seised in such tenements by severall titles, for the alienee commeth to the halfe by the sefection of the one jointenant, & the other jointenant hath the other halfe by force of the first sefection made to him and to his first fellow, and so they be in by severall titles, and by severall seections &c. And it is to wit, that when it is saide in any booke, that a man is seised in fee, without more saying it shall be
Tenants in Common.

I understand see simple, for it shall not be understood by such word in see, that a man is seised in fee tail, except that there be put thereto such addition, that is to say, see tail.

Also if three Jointenants be, and the one of them alieneth that, that to him belongeth to another in see: In this case the alienee is tenant in common with the other two Jointenants. But yet the other two Jointenants be seised of the two partes jointly, and of those two partes the survivor betweene them holdeth place &c.

Also if there be two Jointenants in fee, the one giveth that, that unto him belongeth to another in the tail, the donee and the other Jointenants be tenants in common &c. But if the landes be given to two men, and to the heires of their two bodies ingendred, the donees have joint estate for terme of their liues, and if each of them have issue and die, their liues shall hold in common &c. But if landes be given to two Abbots, as to the Abbot of Westminster, and to the Abbot of Saint Albans, to have and to hold to them and to their successors, in this case they have in continent at the beginning estate in common, and not joint estate: And the cause is for this, that every Abbot, or other Soueraign of an house of Religion before that hee be made Abbot or Soueraigne, was but a dead man in the law. And when he is made Abbot, he is as a man personable in the lawe, all onely to purchase, and
and to have lands and tenements, and other things to the use of his house, not to his own proper use, as other secular men may. And for this in the beginning of their purchase, they be tenants in common. And if one of them die, the Abbot that surviveth shall not have all by the survivor, but the successor of the Abbot that dieth shall hold the half in common with the abbot that surviveth &c.

Also if lands be given to an abbot and to a secular man, to have and to hold to them, that is to say, to the abbot and his successors, & to the secular man, to him and to his heirs, they have estate in common, Causa qua supra.

Also if lands be given to two men, to have and to hold, the one half to the one and to his heirs, and the other half to the other & to his heirs, they be tenants in common &c.

Also if a man seised of certaine landes enfeoffeth another in the half of the same lande without any speech of assignement or limitation of the same half in severality at the time of the feoffment, then the seoffee and the feoffor shall hold the parts of the land in common. And in the same maner as is aforesaid of tenants in common of lands or tenements in fee simple, or in fee tail, in the same maner may it be said of tenants for term of life, as if two jointenants be in fee, & the one letteth to a man that unto him belongeth for term of life, & the other jointenant letteth that, that to him belongeth to another for term of life, these two
Tenants in Common.

Also if a man let lands to two men for term of their lives, & the one granteth all his estate of that that unto him belongeth to another &c., then the other tenant for term of life, & hee to whom the grant is made be tenants in common during the time that both lessees be alive.

And it is to be remembered, that in all other such cases, though that they bee not here expressly named or specified, if they be in like reason, they be in like law.

Also if there be two jointenants in fee, and the one lettereth that, that unto him belongeth to another for term of life, the tenant for term of life, during his life, and the other jointenant that did not let be tenants in common. And upon this case a question may rise as this: But the case that the lessor hath issue and dieth, leaving the other jointenant his fellow, and being the tenant for term of life, the question may be such, if the reversion of the half &c., that the lessor hath, shall descend to the issue of the lessor, or that the other jointenant shall have it by the succession. And some have said in this case, that the other jointenant shall have the reversion by the succession, & their reason is such, when the jointenants were jointly seized in fee simple &c., though the one of them made estate of that, that unto him belongeth for term of life, and though that hee hath severed the franktenement of that, that to him belongeth by
Tenants in Common.

by the lease, yet hee hath not severed the se ample, but the se ample abideth to him jointly as it was before. And so it seemeth unto th that the other jointenant that surviveth, shall have the reversion by the survivour &c. And other have said the contrary, and this is the reason, when one of the Jointenantts lette this that to him belongeth to another for term of his life, that by such lease the franktenement is severed from the tointure. And by the same reason the reversion that is dependant upon the same franktenement, is severed for the tointure. Also if the lessez had refered to him a searely rent by the lease, the lessee onely should have had the rent &c. The which is a proove that the reversion is onely to him, and that the other hath nothing in the reversion &c. And if the Tenaut for term of life were impleaded &c. and made default after default, then the lesseur shall be onely of this received to defend his right, and his fellowes in this case in no manner shal bee receved which prooueth that the reversion of the half is onely in the lesseur. And so by consequence if the lesseur die, living the lessee for term of life, the reversion shal descend to the heires of the lesseur &c. and not come to the other Jointenant by the survivour, Ideo quere. But in this case if the jointenant that hath the franktenement have issue and die, living the lesseur is the lessee, then it seemeth that the issue shall have the halfe in his demelne as of
by descent, for this that the franktenement may not by nature of the jointure be annexed a reversion. And it is certain, that he that did not let was lesse of the halfe in his descent as of see, and none shall have any joynure in his franktenement, Ergo this shall descend to his issue, Sed quare. But if it be thus at the law in this case is such, that if the lessee die leting the lessee, and leting the other tenant that hath the franktenement of the her halfe, that the reversion shall descend to the issue of the lessee, then is the jointure and title that any of them may have by the survivo by right of the jointure, annulled and utterly defeated for ever.

In the same manner it is if the jointenant hath the franktenement die, leting the lessee & the lessee, if the law be such that his franktenement and see that he hath in the halfe that descend to his issue, then the jointure shall be defeated for ever &c.

Also if three jointenants be, and the one resiteth by his deed to one of his fellowes, all the right that he hath in the land, then hath he whom the release is made, the third part of the landes by force of the releas, and he & his fellow shall hold the other 2 partes jointly.

And as to the third part that he hath by force of the release, hee holdeth the third part with in se and his fellow in common.

And it is to wit, that sometime a deed of release shall take effect, and shall be in vre to put
put the estate of him that made the release, to him to whom the release is made, as in the case aforesaid.

And also if a joint estate be made to the husband and his wife, and to a third person and the third person releaseth his right that he hath &c. to the husband, then hath the husband the half that the third person had, and the wife of this hath nothing. And if in such case the third release &c. to the wife, not naming the husband in the release, then hath the wife the half that the third person had: and the husband hath nothing of this, but in right of his wife, for this that in such case the release shall enure to put the estate to him to whom the release is made of all that, that belongeth to him that made the release. And in some case a release shall enure to put all the right that he hath that made the release, to him to whom the release is made. As if a man seised of certaine landes and tenements, is disseized by two disseissors, if the disseissee by his deed release all his right &c. to one of the disseissors, then he to whom the release is made, shall have and holde all the tenements to him solely, and put his fellow out of every occupation of it: and the cause is, for this, that the two disseissors were seised in the tenements by wrong of them done against the Law. And when one by them hath the release of him that had right to enter &c. this right in such case realeth in him to whom the res
lease is made, and in such plight, as if he that
ad the right had entred and enfeoffed him &c.
And the cause is for this, that hee that before
ad an estate by wrong, that is to say, by dis-
plin, nowe by the release hath a rightfull
state.

And in some case a release shall enure by
way of extinguishment, and in such case such
lease shall helpe the taintenant to whom the
lease is not made, as well as to him to whom
the release is made. As if a man be disseised, &
de disseisso, makeeth a seffement to two men in
his name, if the disseisso release to one of the seffees in
his deed, then such release shall enure to
both the seffees, for this, that the seffees have
state by the lawe, that is to say, by the seffenti-
ent, & not by any wrong done to any other.

And in the same manner it is, if the disseisso
make a release to a man for term of lyfe, the
remainder over to another in fee, if he disseisso
lease to the tenant for term of life, all his
right &c. this release enureth as well to him in
the remainder, as to the tenant for term of life.
And by cause is for this, that the tenant for
term of life cometh to his estate by the course
of the law, and for this the release shall enure
take effect by way of extinguishment of the
right of him that hath released &c. And by this
meas the tenant for term of life hath no grea-
estate then hee had before the release made
unto him, and the right of him that released is
totally extinct. And in so much that such re-
Tenants in Common.

Release cannot in large the estate of the tenant for term of life, it is reason that the release shall ensue to him in the remainder &c. More shall be said of Releases, in the Chapter of Releases.

Also if there be two parcellers, and the one alieneth that, that unto him belongeth to another, then the other parceller and the alien shall be tenants in common.

Also tenants in common may be by title of prescription, if the one and his ancestors, or they whose estate he hath in the half, have held in common, the same half with the other tenant that hath the other half, and with his ancestors, of them whose estate he hath as undivided, from time whereof no memorandum runneth. And divers other matters may make and cause men to be tenants in common, that be not here expressed.

Also in some case tenants in common ought to have of their possession several actions, and in some cases they shall join in one action. For if there be two tenants in common, and they be displeased, they ought to have against the defendant two Assises, not one Assise, for every one of them ought to have an Assise of his half &c. and the cause is for this, that tenants in common were seised by several titles: But otherwise it is of Jointtenants, for if there be two Jointtenants, and they be displeased, they shall have in all their names but one assise, because that they had but one joint title.
Also if there be three Jointenants, and one releaseth to one of his fellows all the right that he hath, and after the other two be dissolved of the whole &c. in this case the other shall have severall assises in this soume, that is to say, they shall have in both their names one assise of the two partes &c. for this that they held the two partes jointly at the time of the dissolvin: And as to the third part, he to whom the release was made, ought to have thereof an assise in his owne name, for this, that as to the third part hee is tenant in common &c. for this, that he came to the third part by force of the release, and not onely by force of the partition.

Also, as to sue actions that touch the real, there is divereity betweene parceners that are in by divers discents, and tenants in common. For if a man seised of certaine lands in the haue issue two daughters, and die, & they after &c. and each of them hath issue a sonne &c. without partition made betweene them, wherein the one halfe descendeth to the sonne of the one parcener, and the other halfe descendeth to the sonne of the other parcener, & theyinter and occupy in common, and be dissolved: in this case they shall haue in their two names the assise, and not two assises: and the cause, that though they come in by divers discents &c. yet they bee parceners, and a writte particione facienda lyeth betweene them, and they bee not parceners having regard of
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respect onely to the seisin and possession from their mothers, but they bee partners having more respect to their estate that descended from their grandfathers to their mothers. For they may not bee partners, where their mothers were not partners before sc. And so to such respect and consideration, that is to wit, as to the first descendent that was to their mothers they have a title in partnership, the which maketh them partners. And also they be but as one heire to their common auncestors, that is to say, to their grandfathers, from whom the land descended to their mothers: and for these causes before partition betweene them sc. they should have one assise, though they come in several descents sc.

Also, if there be two tenants in common certaine landes in fee, and they give the same land to another man in the tale, or let it to another man for termes of life, yeelding an annuitie, or certain rent, and a pound of Pepper or an Hauke, or an Hoste, and they been seised of these services, and after all the rent is behind, and they disstraine for it, and the tenant maketh rescous: In that case as to the rent and the pound of Pepper, they shall have two assises: and as to the Hauke and the Hoste but one assise. And the cause why they have two assises as to the rent and pound of Pepper is this, in so much that they were tenants in common by several titles, and when they made a gift in the tale, or lease for term
of life &c. laying to them the reversion, & pleading to them certaine rent &c. Such reservation is incident to their reversion.

And so this that their reversion is in common, and by severall titles, as their possession was before, the rent, and other things that may be severed and were to them reserved by on the gift or by the lease, which bee incident by the law to the reversion, such things so severed were of the nature of the reversion, which reversion is to them in common by severall titles.

And it behooveth that the rent of the pound of Pepper which may be severed bee to them in common by severall titles. And of this they shall have two assises, and every of them in his assise that make his plaint of the halfe of the rent, and of the halfe of the pound of Pepper &c.

But of the Hauke & the Horse which cannot be severed, they shall have but one assise, for a man may not make a plaint in assise of the halfe of an Hauke, or the halfe of an Horse &c. In the same manner it is of other rents and services that tenants in common have in grosse by divers titles.

Also, as to actions personels, tenants in common ought to have such actions personels loyntly in all their names, that is to rate, of Trespasse, or of offences that touch their tenementes in common: as of breaking of their houses, breaking of their closes and paddures.
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Pastures, waiting & defouling of their grass, cutting of their wood, & to fish in their ponds, and such other: In this case tenants in common shall have one action jointly and recover jointly damages, because that the action is in the personality and not in the reality.

Also, if two tenants in common make a lease of their two tenementes to an other for terme of yeeres, yeelding unto them yeerely a certaine rent, if the rent be behind &c. the tenants shall have one action of det against the lessee, & not divers actions, for that the action is in the personality.

Also tenants in common may make partition betwenee them if they will, though they shall not bee compelled by the Lawe. But if they make partition betwenee them by their agreement and assent, such partition is good enough, as it is adjudged in the booke of Alichea, P. 3, E. 4.

Also as there be tenants in common of lands or tenements &c. as is aforesaid. In the same manner there be tenants in common of chattels reall, and chattels personal. As if a lease be made of certaine lands to two men for terme of yeeres, & when they be thereof possessed, the one of the lessees granteth that, that unlesse him belongeth before, of the terme to another, then he to whom the graunt is made, and the other shall hold and occupie in common.

Also, if two jointtenants have the ward of the body and of the landes of a childe within age,
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age, and the one of them graunteeth to another that, that unto him belongeth of the same ward, then the grantee & the other that graunteeth not, shall have and hold it in common &c.

In the same manner it is of chattels personals, as if two have a joint estate by gift or by buying of a house, or an acre &c. the one of them graunteeth that, that to him belongeth of the same house or acre &c. Then the grantee and he that graunteeth not, shall have & possesse such chattel personall in common &c. And in such cases where divers persons have chattels reals or personals in common, and by divers titles, and one of them die, the other that suriviveth, shall not have that by the surivivoz. But the executours of him that dyeth shall hold and occupie that with him that suriviveth, as their testatour did or ought in his life &c. for this that their titles and right in this case were severall.

Also, in this case aforesaid, if two have state in common for termes of yeeres, & the one occupy all and put the other out of his possession and occupation. Then that he that is put out of occupation, have against the other a wit de Eiectione firmæ for the halfe against the other. In the same manner it is where two olde the warde of landes or tenements during the nonage of a child, if one put out the other of his possession, he that is out, that have a wit of Eiectment de garde of the halfe, for his that those things bee chattels reals, and
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and may be appoisioned and severed &c. But no such action of trespass, that is to say, Quare clausum suum fregit, & herbam suam concul-cauit & consumptur &c. And such like actions the one may not have against the other, for this that each of them may enter and occupy in common &c. throughout and by all the tenements which they holde in common. But if two be possessed of chattels personal in common by divers titles, as of an horse, or an ore, or a cow, if the one take it all to himselfe out of the possession of the other, the other hath none other remedy but to take this of him that hath done to him the wrong for to occupy in common when he may see his time.

In the same manner it is of chattels real that may not be severed, as the case aforesaid: Two be possessioners of a ward of the body of a child within age, if one take the child out of the possession of the other, the other hath no remedy by any action by the Law, but to take the child out of the others possession when he seeth his time &c.

Also, when a man in pleading will shewe a deed of seoffement made unto him, or a gift in the table, or a lease for term of life of any lands or tenements, there hee shall say by force of which seoffement, gift, or lease, hee was seised &c. But where a man will plead a lease or grant made unto him of a chattel real or personal, there he shall say, by force of which he was possessed.
More shall be said of Tenants in common in the Chapter of Releases, and Confirmations.

Estates upon Condition.

Estates that men have in landes or tenements be in two maners: that is to say, they have estate upon condition in deed, or upon condition in law. Upon condition in deed, is as a man by deede indented infeoffeth an other in fee, reserving to him and to his heires yeerely a certayne rent, payable at one feast, or at divers feasts by the yeere, upon condition, that if the rent bee behind, that it shall be lawful to the seoffour and to his heires to enter into the landes or tenements. Or, if the land be aliyened to an other in fee, to yeeld unto him certayne rent. And if it hap that the rent be behind by a weeke after any day of payment of it, or by a moneth, or by a halfe yeere after any date of payment, that then it shall bee lawfull to the seoffour and to his heires to enter. In this case, if the rent be not payed at such a day, or before such a time limitted and specified within the condition compisde in the indenture, then may the seoffour or his heires enter into such landes or tenements, and them in his first estate to have and to holde, and of this to put the seoffee cleane out: And it is called Estate upon condition, for this, that the
Estates upon condition.

Estate of the seofsee is defeasible, if the condition be not performed.

In the same manner it is if lands be given in the tale, ox for term of life, ox for term of yeeres, upon such condition &c. But where a seofsement is made of certaine lands, reserving certain rent upon such condition, that if the rent be behind, that it shall be lawfull to the seofsoe and his heires to enter, and the land to hold till they be satisfied or paid of their rent behind &c. In this case if the rent be behind, and the seofsoe and his heires enter, the seofsee is not excluded cleane out, but the seofsoe shall have and hold the land, and take the profits till that he bee satisfied of the rent behind &c. And when he is satisfied, the seofsee may re-enter in the same land, and hold it as hee did before, ox in such case the seofsoe shall have it but in manner ox a distresse, in the meane time till he be satisfied of the rent &c. though he take the profits in the meane time.

Also, divers wordes among other there be, that by vertue of them selfe make estate upon condition: One is, this word of Condition, as A. enfeosith B. of certaine lande, to have and to holde to the same B. and to his heires upon Condition, that the same B. and his heires shall pay, ox doe to be payed to the foresaid A. and to his heires yeerely such rent &c. In these cases without any more saying the seofsee hath estate upon condition. Also if the condition were such: Provided alway, that the
Eftatcsvponcondition.

the aforesaid B. page, & doe to be paid to the aforesaid A. such rent: Or if they were thus, that the aforesaid B. page, & doe to be paid such rent. In these cases without any more ping, the feoffee hath estate but upon condition, so that if hee performe not the condition, the feoffor and his heires may enter &c.

Also, other wor[des] there be in a deedde that with the tenements to be conditionals, as upon such a feoffement a rent is referred to the feoffor &c. and after it is put in the deedde, at if it chaunce the aforesaid rent to bee beside in part &c. in all &c. that then it shall be lawful to the feoffor and to his heires to enter &c. and this is a deed upon condition. But here is diversitie betwene the wor[des] (if it chance) &c. and the wor[des] next aforesaid, in this worde (if it chance) &c. is nought boeth to such condition: But if it have these wor[des] following, that is to say: that it shall lawful to the feoffor and to his heires to enter &c. But in these cases aforesaid, it needeth not by the law to put such clause, that is say, that the feoffor and his heires may enter &c. for this, that they may so doe by force the wor[des] aforesaid, because they compose in themselves in the Law a condition, at is to say: That the feoffor and his heires may enter. Yet it is common in all such cases aforesaid, to put such clauses in the deeddes, at is to say: if the rent bee behind &c. that it all bee lawful to the same feoffor and his heires.
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heires to enter &c. And this is well done, that intent for to declare and express to thay men that bee not learned in the Lawe, the maner and the condition of the feoffement st. As a man selled of land as of franktenement let the same land to another by deede indented for termes of yerks, yeilding unto him cer-
taine rent, it is used to be put in the deed, that if the rent be behind at the day of payment, by a Moneth &c. that then it shall bee lawfull for the leseour to distraine &c. and yet the lesseour may distraine of common right for the rent behind &c. though such wordes never were set in the deed &c.

Also, if a feoffement bee made upon suit Condition, that if the feoffour pay at a cer-
tayne day &c. twenty pound of money, then the feoffour may enter &c. In this case the feoffee is called tenant in Mortgage, this is as much to say in French, as Mortgage, and in Latin Mortuum vadium, and in Eng-
lith, a dead pledge. And it seemeth that the cause why it is called Mortgage, is that standeth in doubt if the feoffour will pay the day limited, such a summe or not: And if he pay not, then the land that is put in pledge upon condition for the payment of the money is gone from him for ever, and so dead as the tenant &c.

Also, as a man may make a feoffement &c. fee in Mortgage, so may a man make a gift in the tayble in Mortgage, and a lease for term
Estate upon condition.

Ye, or for term of yeeres in Mortgage, and all such tenants be tenants in Mortgage after the State that they have in the lands &c.

Also, if a Feoffement be made in Mortgage, upon condition that the feoffour shall pay such a summe at such a day &c. as is be- seene them by their deede indented according to limited, though the seoffour die before the day of payment &c. yet if the heire of the seoffour pay the summe within the day to the feoffe, or profer him the money, and the seoffe refuseth to receive it, then may the heire enter into the lands. And yet the condition, if the seoffour pay such a summe at such a day &c. and not making mention in the condition of any payment to bee made by his heire, but for this that the heire hath interest of sight in the condition &c. And the intent was but that the money should bee payed at such a day set &c. and the seoffe hath no more damage to be payed by the heire, then though he were payed by the father &c. for this cause of the heire paye the money, or tendeth the money at the day set &c. and the other refuseth it, hee may well enter. But if a Draun-ner of his owne head that hath no interest &c. would tender and pay the money at the day set, then the seoffe is not bound to receive &c.

Also, it is to bee had in minde, that in such case where such lawfull tender of the money is
Estates upon condition.

is made, and the seoffee refuseth to receive, wherefore the seoffoz or his heires do enter &c. then the seoffee hath no remedy to have the money by the common lawe, for this that shall be costed his owne folly that he refuse the money when lawfull profer was made it unto him &c.

Also, if a seoffement be made with such condition, that if the seoffee pay to the seoffour such a day betweene them limited &c. that then the seoffee shall have the land to him and to his heires, and if he faile to pay the money at the day &c. that then it shall be lawfull to the seoffoz or to his heires, to enter &c. And if after, before the day set, the seoffee selleth the land to another, and there of make a seoffement unto him, in this case if the second seoffee will tender the summe of money at the day &c. to the seoffour, and the seoffour refuseth it &c. then hath the second seoffee estate in the land clearely without condition. And the cause is soz that the second seoffee had interest in the condition &c. saluation of his tennaunce. And in this case it seemeth that if the first seoffee after such sale of land will tender the money at the day set &c. to the seoffour, that shall be good enowough for the saluation of the estate of the second seoffee: soz this, that the first seoffee was pruine to the condition, and so the tender of any of them is good enowough &c.

Also if the seoffement be made upon condition, that if the seoffoz pay a certain summe of monye 
Estate vpon condition.

The seffor: that then it shall be lawful to the
and to his heires to enter &c. In this
if the seffor die before the day of payment,
the heire will tender to the seffor the mo-
such tender is void: for this that the
within which the tender ought to bee,
is past. For when the condition is, that
the seffor pay the money to the seffor, this
is much to say, that if the seffor during his
pay the money to the seffor &c. And when
seffor dieth, then the time of the tender is
But otherwise it is, where day of pay-
it is limited, and the seffor dieth before
day, then may the heire tender the money,
as aforesaid, for this that the time of the
was not past by the death of the seffor.
It seemeth in such case where the seffor
before the day of payment, if the execu-
tion of the seffor tender the money to the seff-
the day of payment, the tender is good
high. And if the seffor refuse this, his heires
he seffor may enter &c. And the cause is,
that the executor is represent the per-
of their testato &c.

And note well, that in all such cases of con-
or of payment of certaine summe in grosse,
thing lands or tenements, if lawfull to del-
ence refused, he that ought to pay the mon-
dead of quitted & clearely discharged for eu-
er. Also, if the seffor in mortgage before the day
alient & shall be made unto him make his
utoz & die, & his heire enter into the land
as he ought. It seemeth in this case that the
feoffor ought to pay the money at the day set
the executors, and not to the heire of the seffor.
for this, that the money at the beginning be-
longed to the seffor in manner as a dutte. It be-
it that be understood that the estate was made
because of borrowing of the money of the seffor,
or because of another dutte, and for this that
payment shall not be made to the heire of the se-
offe as it seemeth. But the words of the condi-
tion may be such, that the payment shall be
made unto the heire, as if the condition were
that the seffor pay to the seffor, or to his heireby
such a summe at such a day &c. There after the
death of the seffor (if hee die before the day and
mitted) then the payment ought to bee made to
the heire at the day set &c.

Also in such case of a feoffment in mortgage,
a question hath bin demandd in what place the seffor is bound to tender the money
to the seffor at the day set &c. And some havene
said, that by the land so holden in mortgage,
for this that the condition is dependant upon the
land, and they have said, that if the seffor be
ready upon the lande to pay the money at
the feast or day set, and the seffor be not at the
time there, that then the seffor is excluded at
other discharged of payment of the money, for this
that no default was in him: But it seemeth it is
done men that the law is contrary, and the de-
fault is in him: for hee is bound to seek the
seffor if he be then at that time in any man.
place within the Realm of England. As
a man be bound in an obligation of xx. pound
condition imposed upon the obligatör,
it if he pay to him to whom the obligatör is
due, at such a day ten pound, that then the
obligation of xx. li. shall loose his force, & shalt
holden for nought: In this case it behoveth
him that made the obligatör to seek him
whom the obligation is made, if he be within
England, and at the day set, to tender him
said xx. pound &c. Or otherwise he pays to
the summe of xx. li. comprised within the
obligation, and so it seemeth in the other case.
And though that some have said that the
condition is dependant upon the land, yet this
not proved that the selsance of the condition
be performed, ought to be made upon the
xx. &c. No more then if the condition were,
it if the seoffiz should do at such a day &c. an
talent corporal service to the seoffiz, not nasyng
the place where the corporal service
should be done: In this case the seoffiz ought
do such corporal service at the day limited
the seoffiz, in whatsoever place in England
at the seoffiz bee, if he will have advantage
the condition &c. And so it seemeth in that
other case. And it seemeth to them, that it shall
more properly said, that the estate of § land
dependant upon the condition &c. then to
be, that the condition is dependant upon the
land. But inquire &c.
But if a seoffizment in seoffiz bee made reser-
ving
Estate s upon condition.

uting to the seoffoz an annuell rent, and for de-
sault of payment a reentry &c. in this case re-
needeth not to the tenant to tender the rent
when it is behinde, but onely upon the land
for this, that this is a rent going out of the
land, which is rent seeke. For if the seoffoz be
once seised of his rent, and after he commeth
upon the lande &c. and the rent is denied him &c.
he may have an Allise de Nouel difficile, for
though hee may enter because of the condition
broken, yet he may chuse, that is to say, to en-
ter, or to have an allise. And so is there diuer-
site, as to the tender of the rent that is going
out of the land, & of tender of another summe
in grosse, which is not going out of any landes.
And therefore it shal be sure and a good thing
for them that will make such seofment 
Mortgage, to put a set a speciall place where
the monie shalbe paid. And the moze speciallly
that it is put, the better it is for the seoflogez.
As if A. enfoebe B. to have to him and to his
heires upon such condition, that if A. paye
B. in the feast of Saint Michael the archan-
gell next comming, in the cathedall Church
of S. Paul of London, within tover howers
next before the houre of noone of of same feast,
at the roode lost of the North doore within
same church, or any other certaine place with
in the same Church : that the it shalbe lawful
for the seoflaizd A. and to his heires to enter se-
In such case he needeth not to seeke the seofloz
in any other place, but in the place compisit
a
the Indenture, no; to be there more longer
me then the time specified in the same indent-
ure, fo; to render 0; pay the mony to & feoffee:
Also in such case where the place of paym't
limited, the feoffee is not bound to receyue
the payment in none other place, but in the
place so limited. But yet if he receive the pa-
ient in any other place, that is good enough,
and as strong fo; the feoffee, as if the recep-
ad bin in the place so limited &c.
Also in this case of settlement in Mortgage,
the feoffee pay the feecftee an Horse, 0; a cup
of Euer, 0; a ring of golde, 0; any other such
thing in full satisfaction of the money, and the
ther this receueth, this is good enough, and
is strong as if hee had receu'ed the summe of
money, though the Horse, 0; any of the other
hinges be not the twentiehte parte 0023th in
value of the summe of money, fo; this, that the
ther hath accepted it in plaine and full satis-
faction.
Also if a man ensoffe another in fee upon
condition, that he and his heires shall yeeld to
Araunger and his heires a yeerely rent of
r.s, and if he and his heires faile of payment
of this, that then it shall be lawful to the seoffee
and to his heires to enter, this is a good con-
dition: And yet in this case, though such a
yeerely rent be called an annuell rent, this is
not properly a rent, fo; if it shalbe rent it ought
to bee rent service, rent charge, 0; rent secke,
and it is none of them, fo; if the Araunger
were
Estate upon condition.

Were settled of this, and after it were to him de-

nied, he shall never have an Allue of this, for

this that it issueth not out of any lands, and

so the Stranger hath no remedy, if any such

peerely payment be behind in this case, but

that the seoffour and his heires may enter &c.

and yet if the seoffour and his heires enter for

default of payment, then such rent is gone for-

ever. And so such rent is but a payment set to

the tenant and to his heires, that if they will

not pay this after the forme of the indenture,

that they shall lease their land by the entrie of

the seoffour or his heires for default of pay-

ment. And in this case it seemeth that the fee-

see and his heires ought to seeke the Strager &

his heires if they be in England, because that

no place is limited where the payment shalbe

made, and because that such rent is not going

out of any land &c.

And here note wel 2. things, one is that no

rent that is properly said rent, may be referred

upon any seoffement, gift, or lease, but onely to

the seoffour or to the lesseour, or to their heires,

& in no maner may be referred to any strange

person. But if two jointenants make a lease

by deece indented, referring to the one a cer-
taine peerely rent, that is good enough to him
to whom the rent is referred, for this that hee
is priute to the lease and not a Stranger to

this &c. The second thing is, that no entre or

reentre (which is all one) may be referred not
given to any person, but onely to the seoffour

02
Estate upon condition.

02 to the donour 02 the leslour, 02 to their heires, and such entre may not be aliened no2 granted to any person. 02 if a man let land to another fo2 termes of life by indenture, yeilding to the leslour 8 to his heires certaine rent, 8 fo2 default of payment a reentre &c. if after 8 leslour by a deed grant the reuersio of the land to another in fee, and the tenant fo2 termes of life at

And in this case the entre is taken away at all times, for the grauntee of the reuersion may not enter. Causa qua supra. See stat. 32, H. 8. c. 34. if the lease be by deed indented. And the leslour no2 his heires may not enter, for if the leslour may enter, then he ought to bee in his first estatte &c. 8 that may not be, for this that he hath put from him the reuersion &c.

Also if there be Lo2d & tenant, & the tenant make such a lease fo2 termes of life, yeilding to the leslour and to his heires, such yerely rent, & for default of payment a reentre &c. if after the leslour die without heire, during the estate of the tenant fo2 termes of life, by which the reuersion conmeth to the Lo2de by way of Els cheate, and after the rent of the tenant fo2 termes of life is behinde, the Lo2de may distraigne the tenant fo2 the rent behinde, but hee may not
ESTATES UPON CONDITION.

Enter into the land by force of the condition sc. for this that he is not heire to the feffor sc.

Also if land be grants to a man for term of yeares uppon condition, if he pay to the grantor within ye. yeeres xi. markes, that then he shall have the land to him and to his heires sc. In this case if grantee enter by force of the grant, and after he paieeth to the grantor xi. markes within the ye. yeeres, yet he hath nothing in the land, but for term of two yeeres, for this that no livery of seisin was to him made at the beginning, for if he had had franktenement and see in this case, because he hath performed the condition, then should he have franktenement by force of the first grant where no livery of seisin was made thereof, which should be against reason sc. But if the grantor had made livery of seisin to the grantee by force of the grant, then hath the grantee the franktenement, and the see upon the performance of the same condition.

Also, if lands be granted to a man for term of five yeares, uppon condition that he pay to the grantor within the first ye. yeeres xi. markes, that then he shall have see, or els but for term of ye. yeers, if livery of seisin is made to him by force of the grant. Now he hath a see simple conditionel sc. and if in this case the grantee pay not to the grantor, the xi. markes within the same ye. first yeeres, then immediately after the same ye. yeeres the see & the franktenement is and shall be adjudged to the grantor, for this that
Estate upon condition.

Hat the grantor may not after the two years
incontinent enter upon the grantee, for this
hat the grantee hath yet title by three years
to have and occupy the land by force of the
same grant. And so for this, that the condi-
tion on part of the grantor is broken, and the
grantor may not enter, the Law shall put the
ee and franktenement in the grantor: For
if the grantor in this case make waste, then af-
er the breaking of the condition &c., and after
the two years the grantor shall have his writ
of waste, and this is a good proof that the re-
version is to him &c. But in such case of seoff-
ments upon condition where the seoffour may
enter lawfully for the condition broken &c.,
There the seoffour hath the franktenement
before the entre &c.

Also, if a seoffment bee made upon such
condition, that the seoffee shall give the land
of the seoffour, and to the wife of the seoffour,
to have and to hold to them and to the heires
of their two bodies engendred, and for default
of such issue, to remaine to the right heires
of the seoffour. In this case if the husband
or the wife, before estate in the tale
made to him, then ought the seoffee by the law
to make estate to the wife, as like to the condi-
tion, and as like to the intent of the condition
as he may make it, that is to say, to let the lad
of the wife for term of life without impeach-
ment of the waste, the remainder after her de-
ease to the heires engendred of the body of her
husband.
Estate upon condition.

Husband & hers, & for default of such issue, the remainder to the right heires of the husband.

And the cause why the lease shall be made in this case to the woman sole without imperfect of wast, is for this, that the condition is that the estate shall be made to the husband at his wife in tayle. And if such estate had been made in the life of the husband, then after death of her husband she hath estate in tayle sole; which estate is without imperfect of wast, and so it is reason, that if after a man may make estate to the intent of the conditions the shall make it so, though that she cannot have estate in the tail as she might have had, if the gift in the tail had been made to the husband & to her in the life of her husband &.

Also in this case if the husband and the wife have issue and die before the gift in the tayle made unto them &c. then ought the seoffee make estate to the issue, and to the heirs of the father and mother engendred, and for default of such issue &c. the remainder to the right heires of the husband &c. And the same law is in other cases semblable: And if such a seoffee will not make such estate when he is reasonably required by them that ought to have estate by force of the conditions &c. then may the seoffee and his heires enter &c.

Also, if a seoffement be made, upon condition, that the seoffee shall ensoffee man men, to have and to hold, to them and to their heires for ever, and all they that ought t
Estate upon condition

He estate, die before any estate made unto em, then ought the feoffee to make the estate the heirs of him that surviveth of them, to ye and to hold to him, and to the heirs of that surived &c.

Also, if a seoffement be made upon condition seoffe another, or to give in the tale to another &c., if the seoffee before the performing of the condition seoffe a strange person, or make eas for term of life, then may the seoffour and his heirs enter &c., for this, that hee hath disabled himselfe to performe the condition, so much that hee made estate to another &c. in such manner it is, if the seoffee before the condition performed, let the same land to a stranger for term of yeres: In this case the seoffor his heirs may enter &c., for this that the seoffee hath disabled himselfe to make estate of the tenements according to that, that was in the tenements when the estate thereof was ade unto him, for if hee will make estate according to the condition &c., then may the seoffee term of yeres enter &c. put out him to whom the estate is made &c., and to occupy this during his terme. And many have said, that if such a seoffement be made to a man sole upon the same condition, and before that hee hath performed the condition he taketh a wife, the seoffor his heir may incontinent enter, for if he have made estate according to the condition, & after dieth, his wife shall be endowed, & may recover her dowrie by a wile of

B 4 Dower
Estate upon condition.

Dower &c. And so by taking of a wife, the tenements be put in other place then they were at the time of the seoffement upon condition; for this, that no such woman was dowable nor should be endowed by the law &c.

In the same manner it is, if the seffor charge the land by his deed of a rent charge before the performing of the condition, or be bound in nature Staple, or statute Merchant, that in such cases, the seffor & his heirs may enter. Causa qua supra. For whatsoever commeth to the tenements by the seoffement of the seffor, then the tenements must be liable, and be put in execution by force of the nature aforesaid. But when the seffor, or his heirs, or the causes aforesaid have entered so as they ought as it seemeth &c. Then al such things that by force such entrance may trouble or incumber the tenements so given upon condition, as touching the same tenement be utterly defeated &c.

Also, if a man make a deed of seoffement upon another, & in the deed is no condition &c. And when the seffor will make to him livery of seisin by force of the same deed, he maketh livery of seisin upon certaine conditions &c. In this case nothing of the tenements passeth by the deed, for this, that the condition is not comprised in the deed, & the seffement is of such sort as if no such deed had been thereof made &c.

Also if a seffement be made by such condition, that the sefforsee shall not alien the land so any man, this condition is void, for this, the
when a man is interposed in landes or tenements, he hath power to alien them to some person by the law. For, if such condition should be good, then the condition putteth him out of all the power that the Lawe giueth, which should bee against reason, and for this such condition is void. But if the condition be such, that the seoflice shall not alien to one such, naming his name, or to any of his heires, or his issues &c. or such other like, the which condition taketh not away all the power of alienation of the seoflice &c. then such condition is good.

Also, if tenements be given in the tayle upon such condition, that the tenant in the tyme, no; his heires &c. shall not alien in tyme, nor in tayle, no; for terme of another life, but of their owne tyues &c. such alienation and condition is good : And the cause is for this, that when he maketh such alienation and discontinuance, hee doth contrary to the intent, or which the Statute of Westminster the second was made, by which estatute, the estates in the tayle be ordyned, for it is proved by the words comprised in the same estatute, that the née of the making of the same estatute was, that the will of the donor in such cases should be observed. And when tenant in the tayle ma- keth such discontinuance, he doth the contrary to that &c. And also in estates in the tayle of any tenements when the reversion of the seoflie is in another person, when such discontinuance
Estate upon condition.

If a continuance is made, then the fee simple in the reversion, or the fee simple in the remainder is discontinued, and for that that the tenant in fee shall do no such thing against right, such conditions are good, as is aforesaid &c.

Also a man may give land in the taile upon such condition, that if the tenant in the taile or his heires alien in fee, or in taile, or for term of any other life &c. And also, that if all the issues comming of the tenant in the taile be dead without issue, that then it shalbe lawfull to the donee and to his heires to enter &c. & by such way, the right of the taile may be sauced after such discontinuance to the issue in the taile if there be any, so that by way of entree of the donee or of his heires, the taile shall not be defea-ted by such condition, and yet if the tenant in the taile in this case, or his heires make any discontinuance &c. hee in the reversion or his heires after this that the taile is determined for default of issue &c. may enter into the lande by force of any same condition, & shall not be dri-uen to sue a writ of Formdon in the reversion.

Also, a man may not plead in an action that estate was made in fee, in the taile, or for term of life upon condition, but if he bouch a record thereof, or shew a writing under seal, proving the same condition, for it is a common erudi-tion and learning, that a man by pleading shall not defeat any estate of franktenement by force of any such condition, unless he shew the proofe of such condition in writing &c., except it be in some
some especial case, but of chattels real, as of
lease made for termes ofpre, or of grants of
bordes made by wardens in chivalry, and of
each other &c. A man may plead that such
gifts or grants were made upon condition
of without shewing of any writing of condi-
tion. And in the same maner a man may do of
gifts and grants of chattels personels, and
decontras personels &c.
Also, though that a man in some action may
not plead an action that toucheth and concer-
teth franktenement without shewing of wising
therof, as it is aforesaid, yet a man may
be holpen upon such condition by the verdict
or men taken at large in Assise of dileisiun,
in some other action where the Justices
will take the verdict of the twelve jurors ar-
arge. As put the case that a man seised of
certaine land in sec, leteth the same land for
term of life without dece, upon condition
to peeld to the lessee a certaine rent, and for
default of payment a rentre &c. by force of
which the lessee is seyed as of a frankten-
ment, and after the rent is behinde, by which
the lessee entreteth into the land, and after the
lessee araigneth an Assise of Nouel dileisiun of
the land against the lessee, the which pleadeth
that he doth no wrong, he no dileisiun, and by
this the Assise is taken.
In this case the recognitores of the Assise
may say & peeld to the Justices their verdict
large upon all the matter, as to say that the
Estate upon condition.

Defendaut was seised, and so seised, let the same land to the plaintiff for term of his life to yeild to the lessor such annuall rent payable as such a feast, & upon such condition, that if the rent be behind at any such feast, that it ought to be paied, that the it shalbe lawfull to the lessor to enter &c.by force of which lease the plaintiff was seised in his demesne as of franktemeet, after the rent was behind at such a feast in such a pere &c., for which the lessor entered in to the land upon the possession of the lessee, pratech the discretion of the Justices, if this be a disserin done by the plaintiff or not. In then for this that it appeareth to the Justices that this was no disserin done to the plaintiff insomuch that, that it entre of the lessor was lawfull upon him, the Justices ought to giu judgement that the plaintiff shall take nothing by his writ of Allise. And so in such case the lessor shalbe holpe, & yet no writing was eue made of the condition, for as well as the Jury may have knowledge of the lease, in the sam maner may they have knowledge of the condition rehearsed in the lease. In the same maner is it of a seoulement in see, or a gift in the tatt upon condition, though never writing were made therof &c. And as it is said of a verdict a large in Allise, in the same maner it is of a writ of Entre founded upon disserin, & in all other actions where the Justices will take a verdict at large, there where the verdict at large is made, the nature of it matter is put in the issue.
Also in such case where the enquest may say their verdict at large, if they will take upon the knowledge of the Lawe upon the matter, they may say their verdict general, as it is put their charge, as in the case aforesaid, they may well say that the leslee disliised not the fee if they will so.

Also in the same case if the case were such at after this that the leslee had entred for default of payment &c, that the lessee had entred upon the leslee and him disliised. In this case the leslee arraineth an assise against the leslee, the lessee may barre him of his assise, for he may plee against him in barre, how the leslee at is plaintiff made a lease to the defendant in terme of life, sauing the reversion to the aintise, the which is a good plee in barre, in much that he knowledgeth the reversion to the plaintiff, and in this case he hath no matter to helpe him, but the condition made upon the lease, and that he may not plee, for at hee hath no writing, and insomuch that he may not answerere to the barre, he shall bee arrred. And so in this case see may see, that a man is lesliised, and he that haue assise, and yet if the lessee be plaintiff, and the leslee defendant shall barre the lessee by verdict of the assise.

But in this case where the leslee is defendant, he will not plead the said plee in barre, but hee no wrong ne disliiseth, then the leslee shall recover by assise, Causa qua supra.

Also because such conditions bee most commonly

Estate upon condition.
Estate upon condition.

Monly putt specified in deeds indented, som little thing that be said here to thee my some of indentures, if of a deed Polly containing conditions. And it is to wit, that if indenture bipartite or tripartite, or quadripartite, all the parts of the indenture be but one deed in the law, and every part of the Indenture is of him self of as great force and effect, as all the parts together. And the making of Indentures is in two manners. One is to make them in the third person, another manner is to make them in the first person. The making of the thy persons is as in such forme. This Indenture made between A. of B. of the one part, of D. of the other part, witnesseth, if the foresaid A. of B. hath giuen and granted, and by this present deed indented, hath confirmed to the foresaid C. of D. such land, to have &c. upon thy condition &c. In witnesses whereof the parties beforesaid interchangeably have put to their seals: or else thus: In witnesses whereof to the one part of this indenture remaining is the said C. of D. the foresaid A. of B. hath put to his seal, & to the other part of the said indenture remaining with the said A. of B. the said C. of D. hath put to his seal giue &c. Such indentures are called indentures made in the third person, for this the verbes be in the third person, & such some of indenture is the more sure making, for that it is more commonly used. The making of indentures in the first person is of such forme. To all true Christian people to whom this

To
present writing indented shall come, A. of B.
greeting in our lord everlasting. Know ye me
I haue giuen and granted, and by this my pres-
ent deed indented to haue confirmed to C. of
D. such land &c. &c. els thus: know all men
be present, and them that be to come, that I A.
of B. haue giuen and granted, and by this my
present deed indented haue confirmed to C. of
D. such land &c. to haue &c. upon the condition
following: In witnes whereof aswell I the
aid A. of B. as the foresaid C. of D. to these
Indentures interchangably haue put to our
sales: &c. els thus. In witnes whereof to one
part of this indenture I haue put to my scale,
and to the other part of the same indenture the
foresaid C. of D. hath put to his scale &c.

And it seemeth that such an indenture made
in the first person, is as good in the law as the
indenture made in the third person, whē both
parties have thereto put their seals, so in the
indenture made in the third person or in the
first person, if mention be made that the gra-
unter hath set his seal onely, and not the gra-
untor, then is the indenture onely the deed of the
grantor. But where mention is made that
the grantee hath set his seal to the Inden-
ture &c. then is the indenture as well the deed
the grantor, as the deed of the grantee, and
as it is the deed of both, and also every part
the indenture is the deed of both parties in
ch case &c.

Also if estate be made by Indenture to a
man
Estates vpon condition.

man for terme of his life, the remainder to an other in fee vpon Condition sc. and if the tenant for terme of life hath set his seal to one part of the Indenture, and after dieth, and he in the remainder sc. entreteth by force of his remainder, in this case he is holden to perform all the conditions comprised within the Indenture, as the tenant for terme of life ought to doe in his life, and yet hee in the remainder never sealed any part of the Indenture: But the cause is, that insomuch that hee entreteth and agreeth to have the land by force of the indenture, he is holden to performe the condition within the Indenture, if he will have the land sc.

Also if a feuoffement be made by deede Poll vpon condition sc. And for this that the condition is not performed, the feuoffor entreteth and hath the possession of the deede Poll, the lessee bring an action of that entrie against the feuoffour, it hath beene a question, if the lessee may pleade the condition sc. by the deede Poll against the feuoffe: And some have said, nay, insomuch that it seemeth unto them, that a deed Poll, and the property of the same deed appertaineth to him to whom the deede was made, and not to him that made the deede, and insomuch that such a deed appertaineth not to the feuoffor, it seemeth to them that hee may not plead this deed sc. And other have said, the contrary, and have shewed divers causes. One is, if the case be such, that in the action
between them the feoffee plead the same deed, and shew this to the Court: In this case in so much that the deed is in the court, the seffor may shew to the court, how in the deed be divers conditions to be performed of the part of the seffor, & for this that they be not performed, &c there to he shall be receiv'd: by the same reason where the seffor hath the deed as had, & sheweth it to the court, he shall be well receiv'd to plead of this &c. And namely where the seffor is privy to the deed, for he ought to be privy to the deed when he made the deed.

Also if two men make or do a trespass to another, the which releaseth to one of them by his deed all actions personels &c. Notwithstanding hee sueh an action of Trespasse against the other, the defendant may well shew that the trespass was done by him & an other his fellow, and that the plaintiff by the deed at he shewed forth releaseth to his fellow, actions personels, and yet such deed appertained to his fellow, and not unto him, but for it he may have advantage by the deed, he will shew the deed to the Court, he may well plead &c. Therefore by the same reason the other case, when the seffor ought to have advantage by the condition comprised within the deed poll.

Also, if the seffor gave or granted the deed poll to the seffor, such grant shalbe good, and in the deed, and the property of the deed appertained to the seffor. And when the
Estatges vpon condition.

Seoffo hath the deed in hand; and pleadeth it to the court, it shall be rather understood that he came to the deed by a lawfull meanes then by a toxicous meanes. And so it seemeth they may wel plead such a deed Poll, that comprehend condition etc. if he have the deed in hand etc. Ideo semper quære de dubijs, quia per rationes peruenitur ad legit rationem.

Estatges that men have vpon condition in the lawe, be such estates that have condition in the lawe annexed to them, though it be not specified in writing, so as a man graunt by his deed to another the office of a Parkership of a Parke, to have and to occupy the same office for terme of his life, the estate that he hath in the office, is vpon condition in the lawe, that is to say, that the Parker well and truly shall kepe the Parke, & do that, that to the office appertaineth to doe: or otherwise, that it shall be lawfull to the grantor and to his heires to put him out, and to graunt that to another the will etc. And such condition as is understood by the law to be annexed to some thing, is as strong as if the condition were set or put in writing. In the same maner it is of graunte of offices of Stewards, Collectors, Wedelers, Bailies, and other officers. But if such office be granted to a man to have and to occupy him or by his deputy, then if the office be occupied by him or by his deputy as it ought by law to bee occupied, this sufficeth for him, else the grantor or his heires may put him out a
Estates upon condition.

Also, estates of lands or tenements may be upon condition in the Law, though that upon estate made, there was no rehearsal made of the condition. As put the case that a lease be made to the husband and his wife, to have & to hold to the during 7 courture betweene the, this case they have estate for term of their two lives upon condition in the law, that is to say, if one of them die, or if divorce be made between them, that then it shall be lawfull to the 10 & his heires to enter &c. & that they have estate for term of their two lives, it is proved as: Every man that hath estate or franktenement in any lands or tenements, either he hath estate in fee, or in fee tail, or for term of life, or for term of another's life, and yet by such lease they have franktenement, but they have not by graunt, fee, nor tail, nor for term of another's life, Ergo they have estate for term of their two lives, but this is upon condition in law in some asoresaid, And in this case if by make wall, &c. lessee shall have against the gift of wall, supposing by his writ, Quod re- add terminu vitæ, &c. but in his plea, he shall declare how and in what manner the lease was made. In the same manner it is, if an abbot make as to a mon, to have & to hold during 7 time of the lessee is abbot: In this case the lessee hath estate for term of his own life, but this is condition in law, is to say, that if the Abbot die, or resign, or be deposed, it shalbe lawful
Estate upon condition.

Also, a man may see in the booke of Assises An. 38. E. 3. a pic of ase in this forme that en
sueth. Assise of Novel Difleisin was sometime
brought against one T that pleadeth to the a
isse, & was found by verdict that the auncestre
of the plaintiffe devise the tenements to be sol
by ſ defendant that was his executor to make
distribution of the mony for his soule: And
was found, that a ma after the death of the e
ator, rendered him a certaine summe of mon
for the tenements, but not to the value, & th
the executor after helde the tenements in h
owne hand by two yeere, to the intent to ha
sold the tenements more dearer to some othe
And it was found that he had all the while e
ter taken the profites of the tenements to h
owne bse, without any thing doing for ſ for of
the dead. If Mombray, the executor in su
s case is holden by the law to make such sate
soone as he may after the death of the testat.
and it is sould that he refused to make the sa
e if the default was in him: And also by so
of the devise he was holden to have put all
profites of the said tenements to the bse of
dead, and it is found that he hath taken th
to his owne bse, and so another default in
him, wherefore it was auised that the pla
tife should recouer ſe. And so it appeared
ſaid auised that by force of the said de
the executor had none estate or power in
tenements, but upon condition in the law.
and in such cases it needeth not to have shed any deed, referring the conditions etc. Ex aquis dictis intendere plurima possis. More albe said of conditions in the chapter of Dis- cents that take away entre, & in the chapter of Releaseth, & in the chapter of Discontinuance.

Discentts.

Discentts that take away entries be in s. mannersthat is to say, where the discent is in see or in see tale. Disct in see that keth away entre is, if a man seised of certainnds or tenements, is disseised, & the disseisor with issue and dieth of such estate seised: Nowe tenements descend to the issue of the diseis by course of the law as heire unto him.

And for this that the law putteth the lands tenements upon the issue, and the issue cometh to the tenements by course of the Law, so not of his owne deed, the entre of the diseise is taken away, and is thereof put to his sit of Entre upon Diseisin against the heire the diseisor, to recover the land.

Discent in the tapple that taketh away entre is, if a man be diseised, and the diseisor with the same land to an other in the tapple, and the tenant in the talle hath issue and diseised of such estate, and the issue entreeth, this case the entre of the diseisee is taken away, and hee is put to sue against the issue the tenant in the tale, a write of Entre upon
Discents.

And note well that in such discents the
take away entries, it behooveth that a man di
seised in his demesne as in fee tale, for dying
seised for terme of life, or for terme of another
life, shall never take away the entry, &c.

Also, a discent of reversion or of remains
shall never take away entry, &c. So that in suc
cases that take away entries by force of dis
cets, it behooveth that he that dieth seised had
see & franktenement at the time of his dying
or civil such discent taketh not away entry.

Also as it is said of discents, they descen
to issue of him that dieth seised &c. the same law
where they have no issue, but the tenements des
ced to his brother, or to the sister, or to the vnce
or to some other cousin of him, &c. dieth seised &c.

Also, if there be lord and tenant, and the
tenant be disseised, and the diseseised alien
a to another in fee, &c. the alienage dyeth with
here, and the lord entreteth as in his escheet.
In this case the diseseised may enter upon the
lord, for this that the lord commeth not
the land by discent but by escheat.

Also, if a man seised of certaine land in fee,
in fee tale upon condition to yeeld certaine
or upon other condition, though that such
man seised in fee, or in fee tale die seised, yet
condition be broken in their life, or after the
decease &c., this taketh not away the entries
the seISED, nor of his donee, or of their heirs,
this that the tenant is charged with the con
dition...
diction, and the estate of the tenaunty is condi-
tional in whose handes soeuer the tenaunty
shall come &c.

Also, if such a tenant upon condition be dis-
seised, &c. disseised, &c. the land
disseised to &c. heire of &c. disseised, now the entre
of the tenant upon condition that was disseised
is taken away, but if the condition be broken &c.
then may the disseised &c. the bonor &c. made the
state or their heires enter &c. Ca[a]la qua supra.

Also, if a disseised &c. heire &c. the which endoweth
the wife of the dis-
seised of the third part of the tenemests, in this
case, as to the third that is assigned to the wife
in dower, incendent anun after that the wife
entred and hath possession of the same third
part, the disseised may lawfully enter upon the
possession of his wife in the same third part.
And the cause is for this, that when the wife
had her dower, she went adjudged in rather
immediatly by her husband then by the heire,
so as to the franktenement of the same third
part, the descent is defeated. And so ye may see
how before the dowment the disseised might
not enter in any part &c. and after the dow-
ment he may enter upon the wife, and yet hee
may not enter upon the other two partes that
the heire of the disseised hath by descent &c.

Also, if a woman be seised of land in see,
whereof I have right and title to enter, if the
woman take an husband and have issue be-
tweene them, and after the wife dyest seised,
and after that the husband dieth, and the issue entret the issue, in this case I may enter upon the possession of the issue, for this, that the issue commeth not to the tenements immediately by descent after the death of his mother, An. 9. F. 7. fol. 24. it is holden contrary.

Also, if a disseisore inesse his father, & th father entret the death of such estate seised, he which the tenements descend to the disseisore as to the sonne and heire se. In this case the disseisore may well enter upon the disseisore, notwithstanding the descent, for this, that as the disseisore, the disseisore shall be adjudged in but as the disseisore, notwithstanding the descent.

Also, if a man seised of certaine land in his demeane as of sec, hath issue two sonnes & dyeth, & the yonger sonne entret by abatement in the land, the which hath yssue, and of this dyeth seised, and the tenements descend to the issue, and the issue entret into the land: In this case the elder sonne of his heire may enter by the lawe upon the issue of the yonger sonne, notwithstanding the descent, for this, that when the yonger sonne abated in the land after the death of his father, before any entry of the elder, the law intendeth that he entret in claiming as heire unto his father, and for this that the elder brother clamyeth by the same title, that is to say, as heire unto his father, hee & his heires may enter upon the issue of the yonger brother, notwithstanding the descent se. for this, that they clame by one title.
tle. And in the same manner it shall be if there be many discents from one issue to another issue of the younger sonne &c. But in such case, the father were seised of certain lands in fee, and hath issue two sones and dieth, and the elder sone entret and is seised &c. And after he younger sonne dissiseth him, by which dissiseth he is seised of fee, and hath issue, and of such estate dieth seised, then the elder brother may not enter, but is put to his witen of Entre upon dissiseth to recover the land. And the case is for this, that the younger brother cometh to the tenements by a wrong dissiseth made unto his elder brother, & for that wrong the law may not intend that hee maymeth as entret to his father, no more then if a strange person had dissiseth the elder brother that never had any title &c. And so may ye see the dissiseth, where the younger brother entret after the death of his father, before any entret made by the elder brother in such case &c. And where is elder brother entret after the death of his father, is dissiseth by the younger brother &c. In the same manner if a man seised of certain land in fee, hath issue two daughters, & dieth, & the elder daughter entret in the land, claiming at the land to her, and there of onely aketh the profits, and hath issue & dieth seised, by which her issue entret, which issue hath issue and dieth seised, and the second issue entret &c. & sicvtra, yet the younger daughter and her issue, as to the halfe may enter upon every
Discents.

every issue of the elder daughter, notwithstanding such discents, for this that they claim by one selfe title &c. But in such case if both two sisters come into the land to enter after the death of their father, & thereof were seised, and after the elder sister thereof dispossessed the younger sister of that, that to her belongeth, & thereof is seised in fee, & hath issue, & of such estate dyeth seised, by which the tenements descend to the issue of the elder sister, then the younger sister or her heires may not enter &c. Causa infra supra.

Also, if a man seised of certaine land hath issue two sones, and the elder brother is bastard, and the younger brother Mulier, and the father dyeth, and the bastard entrench and claimeth as heire unto his father, and occupeth the land all his life without any entre made upon him by the mulier, and the bastard hath issue and dyeth of such estate seised in fee, and the land descendeth to his issue, and his issue entrench &c. in this case the Mulier is without remedy, for he may not enter, no; he shall have no action for to recover the land, for this that it is an ancient law in such case bised. But if hath been an opinion of some men, that, that shall be understood where the father hath a sonne a bastard by a woman, and after he weddeth the same woman, and after the espousall he hath issue by the same woman a sonne or a daughter mulier, & the father dyeth &c. if such a bastard enter &c. and hath issue, and dyeth seised &c. Then shall the issue of such a bastard have
have the land clearely to him as it is afoysaid &c. And not any other bastard bozne of the mother that was not espoused to his Father, and this is a good and reasonable opinion: For such a bastard bozne before the espouseis solemnized betwene his father and his mother by the lawe of holy Church, is Mutier, though that by the law of the land he is a bastard bozne, and so he hath colour of entre as heire to his father, for this that hee is by one law Mutier, that is to say, by the lawe of holy Church. But otherwise it is of a bastard that hath no manner of colour to enter as heire, insomuch that he may not in no law be said Mutier &c. for such a bastard is sayd Quasi nullius filius : But in such case aforesaid, where the bastard entreteth after the death of his Father, and the Mutier putteth him out, and after the bastard dis Diseiseth the Mutier, and hath issue, and dyeth seyled, and the issue entreteth, then the Mutier may have a wyt of Entre upon Diseisihn against the issue of the bastard, and recouer the land &c. And so may see see the ducerite where such a bastard continueth his possession all his lyfe without any interruption, and where the Mutier entreteth and interrupted the possession of such a bastard.

And if a child win age have title & cause to enter into any lands or tenements upon an other is seised in se, or in se tale of the same lands or tenemets, if such a man is so seised die of
Difccnts.

of such estate so seised, and the tenements descend to his issue during the time that the child is within age, such descents shall not toll the estate of the child, but he may enter upon the issue that is in by descent &c. for this that no laches shall be adjudged in a child within age in such case &c.

Also, if the husband and his wife, as in right of the wife have title and right to enter in the tenements that another hath in fee, or in see tale, &c. such a tenant dieth seised &c. In such case the estate of the husband is take away upon the heire that is in by descent. But if the husband die, then the wife may well enter upon the issue by descent, for this that the laches of the husband shall not turne to the wife and to her heirs in prejudice nor in damage in such case; but that the wife & her heirs may well enter where such descent is during the couverture &c.

Also, if a man that is not of whole minde, that is to say in latin, Quin No est compos minde, hath cause to enter in any such tenements, if such descent vt supra be had in his life during the time that he was out of his mind, & after die, his heirs may well enter upon him that is in by descent. And in this may ye see a case that the heire may enter, & yet his ancestor that had the same title may not enter, for he that was out of his minde at the time of such descent, if he will enter after such a descent, if an actio by &c. this be sued against him, he hath nothing for him to plead, or to helpe him, but say if he was
out of mind at the time of such descendent &c. And he shall not be received to lay this, for this that no man of full age being such as received in any plea by the law to disalesce or disable his own person. But the heir may well disable the person of his ancestor; for advantage of the heir as in such case, for this, that the laches may be adjudged by the law in him that hath no discretion in such case. And if such a man out of his mind make a settlement &c, he may not enter, for he have a writ called *Dum non fuit copos mentis &c.*

Causa qua supra. But after his death his heir may well enter, or have the same writ *Dum non fuit compos mentis* at his election &c.

Also, if I be dissised by a child within age that alieneth to another in fee, and the alien death seised, and the tenements descend to his heir, the child being within age, mine entre is taken away. But if the child within age enter upon the heir that is in by descent, as he well may, for this that the descendent was during his nonage, then I may well enter upon the descendent for this, that by his entrance he hath defeated and annulled the descendent.

And in the same manner it is where I am dissised, if dissised, I may seised a sequester in fee upon condition &c, and the sequester death of such estate seised &c. I may not enter upon the heir of the sequester. But if the condition be broke so that by such cause the sequester entreth upon the heir, now may I well enter, for this that where the sequester of his heirs enter for the condition broken,
broken, the discent is utterly defeated.

Also, if I be dispossessed, and the disposer hath
issue and entrith into Religion, by force of
which the landes descend to his issue, in this
case I may well enter upon the issue, and yet
there was a discent: But for this that such
discent commeth to the issue by the fathers
deed, that is to say, for this that he entred in
to religion &c. and his discent commeth not to
him by the deed of God, that is to say, by death
&c. mine entrie is congeable and lawfull, for I
arraigne an assise of Nouel dispossism against
my disposser, though he after enter into Religion,
this shall not abate my vitii: But my vitri
this notwithstanding, shall abide in his forse
and streight, and my recovery against him shall
be good. By the same reason the discent that
came to his issue by his own deed may not put
me from mine entrie &c.

Also, if I let to a man certaine landes for
terme of xx. peeres, and another dispossiseth me
and putteth out the termoz, and death seprev.
and the tenements descend upon his heire, I
may not enter, and yet the lisse for terme of peeres
may well enter, for this that by his
entrie he putteth not out the heire that is in
by discent from the franktenement that unto
him descended, but onely claymeth to haue the
tenements for terme of peeres, the which is no
expulling of the franktenement of the heire,
that is in by discent: But otherwise it is
where my tenaunt for terme of life is dispossis
&c.
Causa qua supra &c.
Also, it is said that if a man be seised of tenements in fee by occupation in time of war, die thereof seised in time of war, and the tenements descend to his heire, such disseit put forth no man of his erite. And of this a man may see a plee in a writ of Ayel, An. 7 E. 2.

Also, that no dying seised (where all the tenements come to another by succession) shall take away the erite of any person &c. For of Helates, Abbots, Priors, Deanes, or Persons of Churches &c. though that there were successors, this putreth no man from his erite &c. More shall be said of discentes in the chapter of Continuall clame &c. See Cat. 19, 8, ca. 33.

Continuall clame.

Continuall clame is, where a man hath right and title to enter in any lands or tenements whereof another is seised in fee, or in fee taile, that hath title to enter make continuall clame to the lands and tenements, before the reign seised of him that holdeth the tenements: then though such a tenant dye thereof seised, and the landes and tenements descend his heire, yet may hee that hath made such clame, or his heires, enter into the lands and tenements descended, because of the continuall clame made, notwithstanding such descent. in case a man be disseised, and the disseisee ma-
Continuell claime.

makerth continuall claime to the tenements in the life of the disseiseor, though the disseiseor be seised in see, and the land descendeth unto his heires, yet may the disseiseor enter vpó the possession of the heire, notwithstanding such descent.

In the same manner it is, if tenant for term of life alien in see, he in the reuerion, or hee in the remainder may enter vpó the aliente. And if such aliente be seised of such estate without continuall claime made to the tenements befoze the dying seised of the aliente, & the tenements because of the dying seised of the aliente descend unto the heire of the aliente, then may not he in the reuerion, nor he in the remainder enter. But if he in the reuerion, or he in the remainder that hath cause to enter upon the aliente, made continuall claime to the tenement befoze the dying seised of the aliente, then such a man may enter after the death of the aliente, as well as he might in his life &c.

And, if lands bee set unto a man for term of his life, the remainder unto an other for terme of life, the remainder unto the third in see, if the tenant for terme of life alien to another in see, and he in the remainder for terme of life makerth continuall claime unto the land befoze the dying seised of the aliente, & after aliente dieth &c, and after he in the remainder for terme of life dieth before any entre made by him: In this case bee in the remainder for see may enter upon the heire of the aliente becau
Continuall claime.

because of continuall claime made by him that had & remainder for term of life, for this that such right that he hath to enter, shall goe and remaine to him in the remainder after him, insomuch that hee in the remainder in fee may not enter vpon the alience in fee during the life of him in the remainder for term of life, & because he might not make continual claime, for none may make continual claime but when he hath title to enter. But it is to be shewed to bee my child how in what manner continuall claime shalbe made, & to learne this 3. things here be to be understand. The first thing is, if a man have cause to have any lands or tenements in divers towns within one shire, he enter in any parcel of the landes or tenements that be in one towne, in the name of all the lands or tenements to which he hath right to enter within all the towns in the same shire, by such entre he hath as good possession & settin of such lands or tenements whereof he hath title to enter, as if he had entred into every parcel, and this seemeth great reason, so if a man will entesse another without deed, of certaine lands or tenements he hath in many towns within one shire, he will deliver settin to the office of parcel of the tenements within one towne in the name of all the lands & tenements he hath in the same towne, & in all the other towns &c. all the said tenements &c. shall passe to force of the saide liuery of settin to him to whom such seoffement in such maner is made.
Continuall claime.

And yet hee to whom such liuery of seisin is made, hath no right to all the lads & tenements in all the townes, but by reason of the liuery of seisin made of parcel of of lads or tenements in one towne, a multo fortiori it seemeth good reason when a man hath title to enter into lads or tenements in divers towns within one shire before any entrie by him made, that by the entrie of him made in parcel of the tenements in one towne, in the name of all the lands & tenements to the which hee hath title to enter with the same shire, this is a seisin of all in him, and by such entrie hee hath possession and seisin indeed, as if he had entred into every parcel so.

The second is to understand, that if a man hath title to enter into any lands or tenements, if he dare not enter into the same lands or tenements, nor in any parcel thereof for doubt of beating, or for doubt of maintaining, or for doubt of both, if he go & approach as nigh tenements as he dare for such doubt, & claim by woork the tenements to bee his, incontinent by such claim he hath a possession of seisin in the tenements, as well as if he had entred indeed though he had never possession of seisin of the same lad, or tenements before the said claim. And the law is such, it is well proved by a plea of a assise in the booke of Assises, An.38.E.3.P.23 the tenor of which ensueth in this forme.

In the Countie of Dorset before the Justices it was found by verdict of Assise, that the plaintiff which had right by descent of heri-
eage, to have the tenements put in plaint at the time of the death of his ancestor, which was dwelling in the town where the tenements were, and by word claymeth the tenements among his neighbours, but for doubt of death he durst not approach unto them tenements, being than an assise, and by the matter found, it was awarded that he should recover.

The third thing is, to understand within what time, and by what time the claim that is said continual claimeth that serveth to help him that made the claim or his heir. And as to this it is to wit, he that hath time to enter, when he will make his claim, if he dare approach unto the land then it behoveth him to goe unto the land, or to parcel of it, and make his claim: if he dare not approach unto the land for dread of beating,的主要, or death, then it behoveth him to goe and to approach as nigh as he dare toward the land, or parcel thereof, to make his claim. And if his adversary that occupieth the land die seised in fee, or in fee tail, within a year and a day after such claim made, by which the tenements descended unto his sonne, as heir unto him, yet may he that made the claim, enter upon the possession of the heirs. But in this case after the yeere & the day that such claim was made, if none other claim be made, if the father then die seised the morrow after the yeere & the day, or at another day after &c., then may not he that made the claim enter. And therefore if he made his claim will be sure always that his enter
Continuall claime,

shall not be take away by such discete, it behooseth him that within the yeere & the day after the first claime, to make another claime, in the some aforesaid. And within the yeere and the day after the second claim, to make the 3. claim in the same maner, & within the yeere and the day after the thirde claime, to make another claim &c. that is to say, to make another claim within every yeere & day next after every claim made during the life of his adversary, & the at what time that his adversary die, his entire shall not be taken away by discent. And such claime made in such maner is most commonly taken and called continual claime of him that made the claime. But yet in case aforesaid, where his adversary dieth within the yeere and the day next after the first claime, this is in the law a continual claime, insomuch that his adversary died within the yeere & the day after the same claime, soz it is no need for him that made the claime, to make any other claime, but at what time he will within the same yeere & the day &c. And if his adversary be diseised so in the yeere and day after the claime, and the diseissoz dieth thereof diseised within the yeere and the day &c. This dying diseised shall not hurt him so made the claime, but that he may enter &c. Soz whossoever he be that died diseised within the yeere & the day after such claim, that shall not hurt him that made the claime, but that hee may enter though there were many dyings diseised, and many discents within the yeere and the day &c.
Continuall claiame.

Also, if a man be disseised, & the disseisor die seised within the yeare & the day next after the disseisn done, whereby the tenements descend to his heire, in this case the entre of the disseisee is taken away, soz yere & the day that should helpe the disseisee in such case &c. shall not be taken from the time of the title of entre grown unto him, but only from the time of the claime by him made in time aforesaid, & soz that cause it shall be good soz such a disseisee for to make his claime &c. in as short time as he may, after the disseis &c.

Also, if such a disseisor occupy a land by yeares without any claime made by the disseisor &c. & the disseisor by little space before his death if a disseisor make claime in some aforesaid, & soz the fortune that within a yere a day after such claime the disseisour die seised &c. the entre of the disseisour is congrable, and soz this it shall be good soz such a man that made no claime hath title to enter &c. when he heareth that his duealsor lieth like to make his claime &c.

Also, as it is said in the cases put before, where a man hath title to enter because of a disseisn &c. The same lawe is where a man hath right to enter because of the title &c.

Also in the said Presidents may ye see know any childe two things. One is where a man hath title to enter upon any tenant in taple, if he make any such claime unto the land &c. then is the state of the talle defeated, soz his claime is an entre made by him, and is of the same effect.
Continuall claime.

effect in the law, as if hee were upon the same tenements, and had entred in the same tenements, as is aforesaid. And then when the tenant in taile immediatly after such claim continueth his occupation in the tenements, this is a dissection made of the same tenements unto him that made the claim, Et sic per consequens, the tenant then hath see simple &c.

The second thing is, as oft as hee that hath right to enter maketh such claim, & this notwithstanding his adversary continueth his occupation &c. So oft the adversary doth withdraw a dissection to him that made the claim. And for this cause so oft may hee that made the same claim for every such wrong a dissection made unto him, have a writ of trespass, Quare clausum suum fecit &c. to recover his damages &c. D2 he may have a writ by theStatut of king Rich. the 2, made the 5. yere of his reign, supporting by his writ, that his adversary hath entred into the lands or tenements of him that made the claim, where his entrie was not given by the law &c. & by such action he shall recover his damages &c. And if the case be such that the adversary occupy the tenements with force & arms, or with a multitude of people at the time of such claim &c. Then may he the made 5. claim, for every such time have a writ of forcible entre & recover his treble damage.

Also here it is to see if the servant of a man that hath title of entre, may by the commandement of his Master make continual claim.
for his Master in his name, & it seemeth that in some cases he might do this, for if he by his commandement come to any parcell of the land and there maketh claim of the name of his Master, this claim is good for his Master, for this that he hath done all that it behoeth his Master to do in such case &c.

Also, if a Master say unto his servant that he dare not go into the land, nor into any parcell of the land for to make his claim &c, and dare not approach more nigh unto the same land, save to such a place called Dale, & commandeth his servant to go to the same place of Dale, & there to make a claim for him, &c. if the servant do &c, this seemeth as good claim for his master, as if he had been there in his owne person, for that the servant did all that his Master durst do, and ought to do by the law in such case.

Also, if a man be so stote, or so lame that he may not in any maner come to the land, nor to any parcell of the same, or if there be a recluse that he may not because of his order go out of his house &c, if such a maner of person commandeth his servant to go and make claim for him, &c, and the servant dare not go to the land, nor to any parcell thereof for doubt of beating, mayme, or death, and for that cause such servant commeth as nigh to the land as he dare for such dread, and makest his claim, &c. for his Master, it seemeth that such claim for his Master is good and strong in law, for else his master should be in too great mishief, for
Continuall claime.

It may well be that such a person that is sick, or lame, or recluse, cannot find any servant that dare go unto the land, nor to any parcel of it to make the claim for him &c. But if the master of such a servant be in good health, and may & dare well to go to the tenements, or to parcel of it to make his claim for him &c., if such a master command his servant to go to some parcel of the land & make claim for him &c. And when the servant is in going to do the commandment of his master, he heareth by the way such things that he dare not go to any parcel of the land for to make any claim for his master, & for that cause he goeth as night unto the land as he dare for doubt of death, and there he maketh claim for his master in the name of his master &c. It seemeth that the doubt in the law in such case shall be if such claim be availed his master or not, for this that the servant did not all that his master at the time of commandment durst to have done.

Also some have said, that where a man is in prison and is disseised, and the disseised die eth disseised, during the time that the disseised is in prison, by which tenements descended to the heir of the disseised, they have said that this shall not hurt the disseised that is in prison, but that he may well enter notwithstanding such disseised, for this that he may not make continuall claim and he was in prison. And also if such a one that is in prison be outlawed in an act of Det 02 Trespas, 02 in appeal of robbery &c.
Continuall claime.

He shall reverse such outlawrye by witt of Erroz, ec., because he was in prison at the time of he outlawrye against him pronounced.

Also if a recovery he had by default against such a one that is in prison, he shall avoid the judgement by a witt of Erroz, for this that he was in prison at the time of such default made ec., and because that such matters of recorde that not hurt them that be in prison, but that it be reversed ec., a multo fortiori. It seemeth that a matter in deed, that is to say, such descent had when he was in prison shall not hurt him ec., specially for this, that hee may not go out of prison to make continual claime ec.

And in the same manner it seemeth to them where a man is out of the realme in the kings services for busines of the realme, and if a man be distessed when he is in the service of the king, that such descent that not hurt the distessee, but for this that hee might not make continual claime ec., it seemeth unto them, that when he commeth againe into England, hee may enter againe upon the heire of the distessee ec., for such a man shall reverse an outlawrye that is pronounced against him during the time that he is in service ec. Ergo a multo fortiori hee shall have side by the law in the other case ec.

Also others have said, that if a man be out of the Realme, though he be not in the kings service, if such a man being out of the Realme be distessed of lands or tenements within the Realme, and the distessee die distessee, the distessee
Continuall claime.

Seissee being out of the Realme, it seemeth unto them, that when the disseisee commeth into the Realme, that he may well enter upon the heir of the disseisefor &c. and this seemeth unto them for two causes: One is, that he that is out of the realme, may not have knowledge of the disseisef made unto him by understanding of the law, no more then that a thing done out of the Realme may be tried within this Realme by the othe of men, and to compell such man to make continuall claime, which by the understanding of the law can have no knowledge or cognisance of such disseisef made or done, this shalbe inconvenient, namely where such a disseisef is done unto him, whē he was out of the Realme. And the dying seised was done whē he was out of the realme, for in such case he may not by possibility after the common presumption make no continuall claime: But otherwise it shalbe if the disseisee were within the realme at the time of the disseisef, or at the time of the dying seised of the disseisefor &c. Another matter they allege for a proosē, before the statute of King Ed. the 3. made the 34. year of his reign, by which statute Nonclaime is out of the lawe was such, that if a fine were levied of certain lands or tenements, if any that was a stranger to the fine had right to have to recover the same lands or tenements, if he came not & made his claime thereof within a yere and a day next after the fine levied, he shal be barred for ever, Quia dicebatur finis quod finem
Continuall claime. And that the law was
such, it is proved by the Statut of Wesi, the 2.
the donis condicionalsibus, where it speaketh,
the fine be leuted of tenements given in the
ite &c. Quod finis ipso iure sit nullus, nec hab-
entes heredes, aut illi ad quos spectat reversione
abet plente atatis fuerint in Anglia, & extra
risona) necesse appone re clameuiium, So it
is proved, that if a straunger that hath right
into the tenements, if he were out of the realm
at the time of the fine leuted &c. shall have no
damage though that such fine was matter of
record; by greater reason it seemeth unto them
that a disseisn & discontent that is matter in deed,
shall not according him that was disseised whe
see was out of the Realme at the time of that
 disseisn, and also at the time that the disseisor
bied disseised &c. but that he may well enter not-
withstanding such discontent. Also inquire if a
man be disseised, & he arraine an Assise against
the disseisor, & the recognizors of the assise chal-
lenge for the plaintise, & the Justices of assise
wil be advised of their indigents untill next
 assise &c. f in the mean time the disseisor dis-
 eth disseised &c. yet the said suit of the assise shalbe
taken in law for the disseisee a continual claim,
insomuch that no default was in him &c.
Also inquire if an Abbot of a monasterie die,
& during the time of vacation, a man wrong-
fully enureth in certain parcels of land of the
Monasterie, claiming the land unto him and
his heires, and of that estate dieth disseised, and
the
the land descended unto his heires, and after that an Abbot is chosen, & made Abbot of the Monastery, a question is if the abbot may enter by the heir or not. And it seems to some that the Abbot may well enter in this case, for this that the Covent in time of vacacion waste no person able to make continual claim, for no more then be they personable to sue an action, no more be they personable to make continuall claim, for the covent is but a dead body without head, for in time of vacacion a grant made unto them is void, & in this case an abbot may not have a writ of Entre upon diseisin against the heir, for this he was never diseisin. And if the abbot may not enter in this case, then he shalbe put unto his writ of Right, the which shalbe too hard for the house: By which it seemeth to them that the abbot may well enter &.

Quære de dubiis, legem bene discere si vis, Quærere dat sapere quæ sunt legitima vere, q Releases.

Releases be in divers maner, that is to say, release of right that a man hath in lands or tenements, and release of actions real & personal, & of other things. Release of all the right that a man hath in lands or tenements &c. is commonly made in such forme, or to such effect. Noverint vniuersi per præsen-
tes me A. B. remississe, relaxasse, & omnino de me & hæredibus meis quietu clamasse E. de D. rotumius, titulum, & clamauit mei quæ habuis habeo, vel quouimodo in futur habere potero, de
Releases.

And it is to be understood, that these words, (Remissio & clamor,) be of such effect as these words, laxatio &c. And also these words which be
monly put in such deeds of releases &c. that to be understood, Quæ quousin modo in futur-
habere potero, be as words void in the law, no right palleth by a release but the right of
releasor hath at the time of his release made:

If it be father and sonne, and the father be seised, & the son, living his father, releaseth
his deed to his disseisor at the right that he
th'or may have in the same tenements, with
the clause of warrantis &c. and after the fa-
der dieth, the sonne may lawfully enter upon
possession of the disseisor, for this that he had
right in the land living his father, but the
he descended unto him by descence after the
tale made by the death of his father. Also
a release of all the right that a man hath in
tain lands, it behooveth unto him to whom
a release is made in such case, that he hath a
hold in the landes in deed or in the law, at
time of the release made, so in every case
tere he to whom the release is made hath a
hold in deed or in law at the time of the re-
le made &c. the release is good. Franktenen-
ent in law is, as if a man have disseisled ano-
er, & therof died seised, by the which the tene-
ents descend unto his son, howbeit that his
ine enter not in the tenements, yet he hath
ranktenement in the law, which by force of
the
the descent is cast upon him, and therefore the
releas made is good enough. And if he take
wife so being seised in the law, howbeit that he
never enter in deed, & dieth, his wife shall have
thereof her dower. And in such case of releas
all his right, howbeit that he to whom the releas is made, ne hath any thing in the frak
nemement, neither in deed nor in law, yet the releas is good enough: As if the disseisor hav
let land that he had by disseisin to another for
termes of his life, saving the reversion to him,
the disseise his heires releas unto the disseis;
all the right &c. that releas is good, f
that that to whom the release is made, hit
in him a reuerion at the time of releas made.
In the same manner, if a releas be made to an
for termes of life, the remainder unto another
for termes of life, the remainder unto the thing
in title, the remainder unto the 4. in fee, if
stranger that hath the right unto the land releas all his right unto any of them in the remainders, such releas is good, for this that ever of them hath a remainder belted in himself yet if the tenant for term of life be disseisef, after he that hath right (the possession being
the disseisor) releas unto one of them to whom the remainder was made, all his right &c. the releas is voided, for that that he ne had in his no remainder in deed, but al onely a right of remainder at the time of the releas made.
And note, that every releas made to him hath a reversion of remainder in deed, the
Releases.

true & helpe them & have the franktenement, dwell to them to whom the release is made, if
he tenant have the release in his hand &c.

In the same maner a release made to a tenant by term of life, or to a tenant in the tail, shall
nure unto them in the reversion, or to them in the remainder, as well as to the tenant of the
franktenement, and shall have as great advantage of that, if that they may shew it.

And if there be lord and tenant & the tenant disseised, and the disseisee releaseeth unto the
disseiseor all the right that he hath in the seignory, or in the land, that release is good, & the
seignory is extinct. And if the goods of the disseisee be taken, and of them the disseisee sue ita
plegiare against the lord, he shall copell the lord to auow unto him, & if hee will auow upon
the disseiseor, then upon the matter shewed, the auowie shall be abated, so the disseisee is
tenant to them in right and in law.

Also if land be given to a man in the tail, reviving unto the donor & his heirs a certain
rent, if the donee be disseised, and after the donor releaseeth to the donee all the right he hath
in the land, & after the donee entrench into the land upon the disseiseor: in this case the rent is
one, for this that the disseisee at the time of the release made was tenant in right, & in law
unto the donor, and the auowie of the force ought to be made upon him by the donee of the
it behind &c. But yet nothing of the right of the land, that is to say, of the reversion shall
passe
Releases.

Passe by such releases, for this that the donee to whom the release was made then had nothing in the land but only a right, & so the right of the land may not passe by such releases of the donee.

In the same manner it is, if a lease be made to one for termes of life, referring to the lease; and to his heires certaine rent, if the lessee be distrest, & after the lessee releaseth to the lessee and to his heires, and after the lessee entreteth, howbeit that in the case the rent is extinct, yet nothing of the rent palleth &c. Causa qua supra. But if it be very Lord & very tenant, & the tenant maketh a lessement to see, in which lessee never became tenant to the Lord &c. if the Lord releaseth to the seoffor at his right &c. that release is void, for this that the seoffor hath no right in the land, and he is no tenant in right to the lord, but onely tenant as for the auowrie to be made, and he shall never compel the Lord to auow upon him, for the lord may auow upon the seoffor if he will. Otherwise it is where the very tenant is distrest, as in causas said, for if the very tenant that is distrest holdeth of the lord by knights service and dieth, his heyre being with in age, the Lord shall hauie and sette the ward of the heire. And so he shall not hauie the ward of the seoffor that made the seoffement in see, and so it is a great diversity betwene the two cases.

Also if a man ensoffe another in his land upon trust, and to the intent that he shall perfrome his last will, and the seoffour occupied
Releases.

The same at the will of his seoffores, and after the seoffores release by their deed unto the seoffour at the right &c. This hath bin in question if such releas be good or not, & some have said that such releas is good, for this that no priuittie was betweene the seoffores and their seoffour, in so much that no lease was made after such seoffolement by the seoffores and their seoffour to hold at their will &c, and some have said the contrary, & that for two causes. One, that when such seoffolements are made upon conidence, to performe the will of the seoffoz, that it shall be understood by the law that the seoffour by and by ought to occupy the land at the will of his seoffores, and so it is such maner of priuittie betweene them, as if a man make a seoffolement to another person, and the INCENTMENT upon the seoffolement will say & grant that the seoffour shall occupy the land at their will &c. In other cause they alleadge that if such and be WOOTH P.L.S. by yer &c. Then such seoffoz shall be twozne in assises and in other inquestes, in plees reals and also in plees personas, of what great summes soever that the plaintises will declare &c. And this is by the common Lawe of the land: Ergo this is for a great cause, and the cause is that the law will not such seoffozs and their heirs ought to occupy &c. And to take thereof the rent &c all the profits, and all manner of issues and revenues &c, as though the tenements were their owne without interruption of seoffores, notwithstanding
Releases.

ding such seoffements. Ergo the same law gi-

ueth a privity between such seoffors, and their

seoffes upon confidence &c. For which cau-

ses they have said, that the release made by

such seoffes upon confidence to the seoffor, or
to his heires &c. so occupying the land &c. shall
be good enough &c. And this is the better opi-

nion as it seemeth, quare once the Nature 27.

4.8. cap. 10. Also releases after the matter in-
deed sometime have their effect by force to en-
large the estate of them, to whom the release is
made: As if I let certaine land to a man for
terme of yeeres, by force whereof he is pos-
sessed, and I release unto him all the right that
I have in the lande without more words set
put in the deede, and deliver unto him the
deed: Then this hath estate but for terme of
his life, and the cause is for this, that when
the reversion or the remainder is in a man the
which will enlarge by his release the estate of
the tenant &c. he shall have no greater estate
but in the manner and fourme as if such a let
four were seised in se, and will by his deed
make estate to one in a certain fourme &c. and
deliver unto him seised by force of the sam
deede, if in such deed of seoffement there be no
word of inheritaunce &c. Then then hath es-
tate but for terme of life &c. and so it is in such
release made by him in the reversion, or in
the remainder: For if I let lande to a man
for terme of life, and after I release unto him
all my right without more saying in the re
lease, his estate is not enlarged. But if I release unto him and to his heirs of his body engened, then he hath fee talle, and if I release unto him & to his heirs, then hath he fee simple. So it behoueth in such case to specify in the deed, what estate he to whom the release is made shall have &c. And sometime release they enure to let and put the right of him that maketh the release to him to whom the release is made: As a man is disseised & he releaseth unto the disseisor, all the right that he hath. In this case the disseisor hath his right, so that where his estate before was wrong, now by release it is lawful & right: but note well that when a man is seised in fee simple of any lands or tenements, and another will release unto him all the right that he hath in the same tenements, it needeth not to speake of the heirs of him to whom the release is made, for this that hee had fee simple at the time of the release made: for if the release were made to him and to his heirs for one day, or for one hower, this shall be as strong unto him in the Lawe, as he had released to him and to his heyses, for when his right was gone from him at one time by his release without any condition &c. to him that had fee simple, it is gone for ever. But where a man hath a reuerse or a remainder in fee simple at the time of a release made, there if hee will releas to the Tenant for terme of yeeres, or for terme of lyfe, or in the talle, it behoueth to determine the estate that
Releases.

that he to whom the releas is made shall have by force of the same releas. For this that such releas goeth to enlarge the estate &c. of him to whom the releas is made: but otherwise it is where a man hath but a right unto the land & had nothing in it reversion no; in the remainder in deed: for if such a man releas at his right to one that is tenant of the franktenement, all his right is gone, though that no mention be made of the heirs of him to whom the releas is made. For if I let land to a man for term of life, if I after releas unto him for to enlarge his estate, either it be howeth that I releas unto him to his heirs of his body incessantly, or to him and to his heirs males of his body begotten; or by such semblable estate &c. 02 otherwise he hath no greater estate than he had before. But if my tenant for term of life let the same land out to another for term of the life of his lessee, the remainder to another in fee, now if I releas unto him and to whom my tenant letted for term of life, I shall be barred for even though that no mention be made of his heirs, for this that at the time of the releas made I had no reversion but onely a right to have the reversion. For by such a lease with a remainder over that my tenant made, in this case my reversion is discontinued. Such a releas shall enure unto him in the remainder to have advantage of this, as well as to the tenant for term of life, for to that intent the tenant for term of life and he in the remainder be as one tenant
tenet in the law, & be as if one tenet were sole seised in his demean as of see at his time of such release: made unto him. Also if a man be disseised by two, if the release be unto one of the he shall hold his fellow out of the land, & by such release that sole have possession & estate in the land. But if one disseisor enfeoff two in see, & the disseisee release to one of them, this shall enure to both the said seeses. And the cause of the diversitie between these two cases, is apparant enough.

Also, if I be disseised, & the disseissor is disseised, if I release to the disseisor of my disseisor, my disseisor shall never have Allise noz enter upon his disseisor, for this that his disseisor hath my right by my release &c. And so it seemeth in this case, if there were re disseisors ech after other, & I release to the last disseisor, he shall barre all the other of their actions, and their title. And the cause is as it seemeth, for this, in many cases who a man hath a lawfull title to enter, though he enter not &c. he shall defeat all mean titles by his release &c. But this is not in everie case as shall be said afterward.

Also, if a man be disseised the which hath a sonne within age, and dieth, & being the sonne within age the disseisor dieth seised, & the land descendeth to the heir, and a straunger abates, and after the sonne of the disseisee when he commeth unto full age releaseth at his right &c. to the abatour. In this case the heir of the disseisor shall have no Allise of Mortdauncester against the abatour, but he shall be barred of the
Releases.

Assise, for this that the abattoz hath the right of the some of the dissetsee by his releas, & the entre of the some was lawful &c. for this that he was with in age at time of the discent &c. But if a mā be disseted, & the dissetor makes a seissetment upon condition, that is to say, to yeeld unto him certain rent, & for default of payment a reentre &c. if the dissetor releas to the seisset upon condition, yet this amēdeth not the estate of the seisset upon condition, for not with standing such releas, yet his estate is upō condition as it was before. In the same maner it is where a man is disseted of certaine land, & the dissetor grauntezeth a rent charge out of the same land, though that after the dissetor releaseth unto the dissetor &c. yet the rent charge abideth in his force. And the cause is in these two cases, that a mā that have none aduantage by such releas that shall be against his owne proper acceptance, & against his owne grant. And though that some haue said that where the entre of a man is congeable upon a tenat, if he releas to the same tenant, that this auaiteth bypon the tenant so as he had entre bypon the tenant, and after enesesseth him &c. this is not true in every case, for in the first case of these two cases, if the dissetsee in see enter bypon the seissete bypon condition, and after enesesseth him then the condition is all put aside & hold. And in the second case if the dissetsee enter & enesseth him that grauntezeth the rent charge, then is the rent charge auoyded. But it is not auoyded
by any such release with an entre made &c.

Also, if a man be disseised by a child within age, which aliteneth in see, & the alitenee dieth disseised, & his heire entreth (being the disseisor within age) now it is in the electio of the disseisor to have a writ of Dui sui infræ actatæ, or a writ of right against the heire of the alitenee, & which writ soever he taketh of them, he ought to recover by the law. And also hee may enter into the lâd without any recovery, and in this case the entre of the disseissee is take away, but in this case if the disseissee release his right to the heire of the alitenee, & after the disseisore being a writ of Right against the heire of the alitenee, & he toypeth the mise byon & clere right &c. the grand assise ought by law to find that the tenant hath more clere right &c. then hath the disseisour, for this that the tenant hath the right of the disseissee, & his release, which is more auncient and more clere right then the right of the disseisor, for by such release, all the right of the disseissee passeth unto the tenant, and is in the tenant. And to this some have said, that in such case where a man hath right to lands or tenements (but his entre is not lawfull) if he release unto the tenant &c. then such release shall enure by way of extinguishment. And unto this it may bee said, that this is trueth unto him that releaseth, for by his release he hath dismissed himselfe cleane of his right as to his person: But yet the right that he had may well passe & go unto his tenant by his release,
releases, for it should be inconvenient such an ancient right should be extinct at utterly &c; for it is commonly said, it right may not die. But a release that goeth by way of extinguishment against all persons, is where he to whom such release is made, may not have this his unto him is released. As if there be lord & tenant, & the lord releaseth unto this tenant the right that he hath in the lordship, or at right that he hath in the land &c. Such a release goeth by way of extinguishment against all persons, for this it the tenant may not have his same of himselfe. In the same manner is a release made to tenant of the land of a rent charge, or of a common of pasture, so it is that the tenant may not have that, that unto him is released &c. So such releases go away by extinguishment against all persons.

Also, to prove this grand Amice ought to passe for such a demandant in the case abovesaid, I have heard oft in my Lecture by the Statut of West. the 2.that beginneth, in case quando vir amicetenentum qui suis uxoris suæ &c. that at a common law before that Statut, if a lease were made to a tenant for term of life, tenant remainder over in see, & stranger by a sained action recover against the tenant for term of life by default, after the tenant dieth, he in the remainder hath no remedy before the statute, for this, that he had no possession of the land, but if he in the remainder had entered upon the tenant for term of life, and disseised him, and after the tenant entreteth upon him, & after the tenant
Releafes.  

If a tenent for term of life leaseeth by such recovery had by default, and dieth: now he in the remainder may well have a writ of right against him that recovered, for this that the plea shall be joined only upon the cleere right. And yet in this case the scifin of him in the remainder was defeated by the entre of the tenaunt for term of life. But peraduenture some will asue a stay, that he shall have no writ of right in his case, for this that when the plea is joined in such maner, that is to say, if the tenent have hope cleere right to the land in the maner as it is holden, then the demaundant hath in the maner as he demandeth. And for this that the scifin of the demaundant was defeated by the entre of the tenaunt for term of life, then he hath writ in the maner as he demandeth. Unto this it may be said, that those words (Modo x formapronvt &c.) in many cases be words of the maner of pleading, and no words of substance: For if a man bring a writ of Entre (In cafu prouiso) of alienation made by the tenent in dower to his disenheritance, andpleadeth of the alienation made in fee, and the tenent sayth that he attened not in the maner as the demaundant hath declared, and upon this they be at issue, and it is found by her diet that the tenaunt attened in the talle, or for terme of an others life, the demaundant shall recover, and yet the alienation was not in the maner as the demaundant hath declared.

Also, if there be Lord and tenaunt, and the tenaunt
tenant holdeth of the Lord by scaltily onely, & the
lord distraineth the tenant for rent, & the tenant
bringeth a writ of trespass against his lord for
his cattell so taken, & the Lord pleadeth the tenant
holdeth of him by scaltily & certain rent, for rent behind he came to distraine &c. & de
mandeth judgment of the writ brought against
him, Quare vi & armis &c. And the other saith
he holdeth not of him in the manner as he sup
poseoth, & upon this they be now at issue, & it is
found by verdict that he holdeth of him by scalt
ly cantu. In this case the writ shall abate, & ye
he held not of the lord in the manner as the Lord
had said, for the matter of the issue is, whether
the tenant holdeth of him or not: for, if he
hold of him, though the Lord distraine for oth
er services that he ought not to have, yet
such a writ of trespass Quare vi & armis &c.
lieth not against the Lord but shall abate.

Also, in a writ of Trespass of beating, or goods taken, if the defendant plead not culpa
ble in the manner as the plaintiff supposeth, & it is found that the defendant is culpable in
another towne, or at another day, then the plaintiff supposeth, yet he shall recover. Said
in many no other cases these wordes, that is
to say, in the manner as the demaundant or the
plaintiff hath supposed, be no matter of sub
stance of the issue: for in a writ of right where
the note is toone upon the clerke right, it is as
much to say and to such effect, that is to wit,
whether hath the more right, the tenant or
the demandant to the thing so demanded sc.

Also, if a man be disseised, and the disseisor,

or seised sc., and his sonne entreth by dist-

ant, and the disseisee entreth upon the heire of

the disseisor, the which entreth is a disseisee sc.
The heire being an Assise o2 a writ of Right

gainst & disseisee, he shall be barred: For this

part when the ground assise is sworn, thei

the is upon the clere right, and, not upon the

doetion sc., so if the heire of the disseisor had

ought an Assise of Nuoue disseisin, o2 a writ

of Entre in nature of assise, is recovered against

the disseissee, stued execution, yet may the dis-

seisee have a writ of Entre in the Per against

him of the disseisin made unto him by his fa-

ther, o2 he may have against the heire a writ of

Right: But if the heire ought to recover a-

gainst the disseissee in s case aforesaid by a writ

of right, then all his right shalbe clerely gone,

so this that a small judgement should be glie

against him, which should bee against reason

where the disseissee hath more clere right sc.

And know ye my son, taht in a writ of right

after this that the fower Knights be chosen in

the ground Assise, then there is no greater de-

lay then in a writ of Formedon, after this that

the parties he at issue sc. And if the mise be

joined upon batale, then there is lesse delay.

Also, a release of all the right sc. in some

cases is good made unto him that is supposed

tenant in the law, though he have nothing in

the tenements, as in a Precipe quod reddat,
If the tenant alien the land hanging the way, and after the demandant released to him at his right, that release is good, for this that he is supposed to be tenant by the suit of the demandant, & yet he hath nothing in the land at the time of the release made. In the same manner is it in a Precipe quod reddat the tenant & the bouchee enter into the garranty, if after the demandant releases to the bouchee all his right &c. this is good enough, for this that the bouchee after this that he hath entered into the garranty, is tenant in law to the demandant.

Also, as to releases of actions reals, and actions personels, it is so that some actions be mixt in the realtie and in the personaltie, as an action of waiis be sued against the tenant for term of life, this action is in the realtie for this that the place wasted shall be recovered. And also it is in the personaltie, for this that the treble damage shall be recovered to the wrong & waiis done by the tenant, & for this in this actio a release of actios reals is a good plea in barre, & so is a release of actions personels. In the same manner it is in Assise of Nouel dillefin, for this that it is mixt in the realtie and in the personaltie. But if such Assise be arraigned against the dillefin, the tenant of the dillefin may plead a release of all actions personels for to barre the Assise, but not a release of actios reals, for none shall plead a release of actions reals in assise, but the tenants &c.

Also, in such actions that ought to be sued
against the tenant of the franktenement, the tenant have a releas of all actions reals the demaundant made unto him before the pit purchased, a he pleadeth it this is a good see for the demaundant to say that he that pleareth that pleareth had nothing in the franktenement at the time of the releas made for, that he had no cause to have action real against him. Also, in such case where a man may enter lands or tenements, he may have of this an action real which is given unto him by the law against the tenant. As in this case the demaundant releaseth to the tenant all maner actions reals, yet this taketh not away the entre to the demaundant, but the demaundant may well enter, notwithstanding such release, for is that nothing is released but the actio sc. In the same maner it is of things personels. As if a man wrongfully take my goods, if I release unto him all actions personels, yet I may by the law take my goods out of his possession.

Also, if I have cause to have a writ of De- nue of my goods against another though I release unto him all actions personels, yet I may take my goods out of his possession, or this that no right of goods is released to him but onely the action sc. Also, if a man be settle, and the dissefoun makest a seaffle unto divers persons to his use, and the dissefoun continually taketh the profits sc. And the dissefoun releaseth unto him all actions
Releafes,

realse, and after hee sueh against him a leg of entre in nature of assault, because of the statute, for this that he taketh the proffes. Enquire how the dissentour shalbe holpen by a said releas, for if hee will plead the releas generally, then the demaundant may say that had nothing in the frankenement at the time of the releas made, and if hee plead the releas specially, then it behoveth him to knowledge dissentor, and then may the demaundant enter the land etc. by his constance of the dissentor. But peradventure by specially pleading he may be barred of the action that he sueh etc. though that the demaundant may enter etc.

Also if a man sue appeale of felony of the death of his ancestor against another, though the appellant releas unto the defendant at manner actions reals and personals, this shall help the defendant, for this that this appellant not an action real, insomuch that the appellant shall not recover any realty, nor such appellee is no action personall, insomuch that the wrong was unto his ancestor and not him, but if the releas to the defendant at manner of actions, then it shall be a good barre in appellee, and so a man may see that a releas of a manner of actions, is better then a releas of actions reals and personals etc.

Also, in appeale of robbery if the defendant will plead a releas of the appellant of all actions personals, this seemeth no plea, for an action of appeale where the appellant shall ha
Releases.

Judgement of death sc. is more high then an action personal, and it is not properly said an action personal, and therefore if the defendant will have the release of the appellant to bar him of the appeal, it behooveth him to have a release of all manner of appeals, or a release of all manner of actions, as it seemeth sc. But in appeal of manifest a release of all manner of actions personal is a good plea in barre, for this that in such an action the shall recover but damages.

Also, if a man be outlawed in an action personal by process of the originall, & being a writ of erroz, if hee at whose suit he was outlawed will plead against him a release of actions personal, this seemeth no plea, for by the said action he shall recover nothing in the personality, but all onely to reverse the btlawpe: but a release of a writ of erroz shall be a good plea sc.

Also, if a man recover det oz. dammage, and the releas to the defendant all manner of actions, yet hee may lawfully sue execution by Capias ad satisfaciend. oz. by Elegit, oz. by Fieri facias, for execution by such writs may not bee said an action, but if after a yeere and a day the plaintiff will sue a Scire facias to have execution sc. then it seemeth a release of all actions shall be a good plea in barre, but some have thought the contrary, insomuch that the writ of Scire facias is a writ of execution, and is to have execution. But insomuch that upon the same writ & defendant may plead divers matters
Releases.

...terms after the judgement given to put him to execution, as by law & divers other &c. therefore it may well be said action &c. and I know in a fair, &c. out of a fine, a release of all manner of actions is a good plea in bar, but where a man hath recovered debt or damage and it is accorded between them that the plaintiff shall be put out from action, the it behoeth that that plaintiff make a release to him of all manner actions.

Also if a man release to another all manner demands, this is the most best release that he to whom the release is made can have, and most shall endure to his advantage, for by such release of all manner of demands, all manner of actions real & personal, and actions of appraisals, be gone and extinct, and all manner of executions be gone and extinct; if a man hath title to enter in any lands or tenements, by such release his title is gone. And if a man have rent service, or rent charge, or common of pasture &c. by such release of all manner demands to the tenant of the land, whereof the service or the rent is going out, or in what land soever the common be, the service and rent, and the common is gone and extinct &c.

Also, if a man release to another all manner quartels, or all controversies or debates between them. Enquire to what matter, and to what effect such words do extend.

Also if a man be bound by his deed to another in a certain sum of money to pay at £ seal of S. Mich., then next following &c. if the ob
ledge before the said feast, releas to his obligors all actions, he shall be barred of the duty soever, yet he might have no action at the time of the releas made. But if a man let land to another for term of years, to yeeld at the feast of St. Michael next ensuing XI. S. & before the same feast he releaseth to the lessee all actions, yet after the same feast he shall have an action of debt for the nonpayment of the XI. S. notwithstanding the said releas. Study the cause of the diversitie betwene these two cases.

Also, where a man will sue a writ of right, it behoueth that he plead of the seisin of himself or of his ancestors, & also that the seisin was in time of some king, as he pledeth in his plee, for this is an ancient lawe used, as it appeareth by report of a certain plee, in such form as usueth. Sir J. Barrey brought a writte of right against Rainold Arllington, & demanded certain tenements &c., the mise was joined in the banke, & the original & the proces were sent before Justices errants where the parties came, & the rei. knights were sworn without challenge of the parties to be allowed, for this the election was made by assent of the parties, with the rei. knights, & the oth. was such. That I shall say truth &c., whether B. of W. have more right to hold the tenemets that J. Barrey demanded against him by his writ of right, or John to have the tenemets as he demandeth, & for nothing to let to say the truth, as God mee helpe &c. without saying to their know.
Confirmation.

Knowledge, & such oath shall be made in attaint, and in battail, and in waging of law, for those do every thing unto an end: but J. W. pleaded of the difficult of one Kase his ancestor in the time of king H. & Rainold by the rule joined sedzed halfe a marke for the time &c, and upon this Herle Justice said to the grand assise, after that they were charged upon the cleere right: Goodmen, Rainold gave halfe a mark to & for that time, to the intent if ye find that the ancestor of J. was not seised in time the demandant hath pleaded, you shall inquire no further upon the right, and for this ye shall say to vs whether the ancestor of J. Kase by name was seised in the time of H. Henry as he hath pleaded or not, & if ye find he was not seised in the time, ye shall inquire no more, and if ye find he was seised, the inquire farther of right & after the grand assise came with their verdict said that Kase was not seised in the time of King H. whereby it was awarded, & Rainold should hold the tenements against him demanded to him & to his heirs quite of J. Warr and his heirs, to the remnant, and John in their mercy.

Confirmation.

A Deed of confirmation is most commonly such form or to such effect, Nouserit vniuier si &c. me A. de B. ratificasse approbal. & confirmal. C. de D. Statum & possessione quos habe de, & in vno mesuag. cum pertin in N. And in some case a deed of confirmation is good & valid.

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able, where, in the same case a deed of release is not good nor executable. As I let land to a man for term of his life, the which letter the same land to another for life, by force of which he is possessed, if I by my deed confirm the state of the tenant for term of years, and the tenant for term of life die during the term of years, I may not enter in the land during the same term, yet if I by my deed of release have released to the tenant for term of years in the life of the tenant for term of life, the release shall be void for this, that no privity was between me and the tenant for term of years, for a release is not executable to the tenant for term of years, but where a privity is between him and him that released. In the same manner it is if I be disseised, & I disseise, make to another for term of years, if I release unto the term of the term, that is void: but if I confirm the estate of the term, that is good & effectual. Also, if I be disseised, & I confirm the estate of the disseise, the he hath a good & rightful estate in fee simple, though that in the deed of confirmation no mention is made of his heires, for this that he had fee simple at the time of the confirmation for in such case if the disseise confirm the state of disseise, to have to hold to him for term of his life, yet the disseise hath fee simple, & is seized in his demesne as of fee, for this when his estate was confirmed, he had fee simple, & in such deed he may not change his estate without entering upon him &c., in the same manner it is, if the estate
Confirmation.

estat be confirmed for term of a day, or for term of an hour, he hath a good estat in fee simple, for this, his estat in fee simple was once confirmed, for confirmare, ide est quæ firmum facere.

Also, if elsewhere, & the dis expose released the one, he shall hold his fellow out of his land: but if the dis expose confirm the estate of one out more speech in the deed, some say he shall not hold his fellow out, but he shall hold jointly with him, for this, nothing was confirmed but his estate that was joint, for this some have said, if two tenants be, & the one confirmeth the estate of the other, that he hath but a joint estate as he had before. But if he have such words in the deed of confirmation, to have & to hold to him and to his heirs all the tenements whereof mention is made in the confirmation, then he hath estate sole in the tenements, therefore it is a good & a sure thing in every confirmation to have these words, to have and to hold the tenements etc., in fee, or in fee tailer, or some term of life, or for term of years after or as the cause or matter is: for to thintente of some, if a man let land to another for term of life, and after he confirmeth his estat by these words, to have & to hold his estat to him & to his heirs, this confirmation as concerning his heirs is void, for his heirs cannot have his estat which was but for term of life, but if he confirmeth his estat by these words, to have & same lad to him & to his heirs, this confirmation maketh fee simple in this case to him
in the land, for this that these words to have e
to hold sc. goeth to the land s not to the estate
dhat he hath sc. also if I let certain land to a
woman sole for term of her life, the which tak-
eth a husband, & after I confirm the estate to
the husband & to the wife for term of their two
lives, in this case the husband holdeth not jointly
with the wife, but holdeth in the right of his
wife for term of his life: but this confirmeth
that ensure to the husband by way of remainder
for term of his life, if he suruive his wife. But
if I let land to a woman sole for term of years,
which taketh a husband, & after I confirm the
estate to the husband & the wife, for term of
both their lives, in this case they have joint es-
tate in the franktenement of the land, for this
that the wife had no franktenement before.

Also, if a Parson of a church chargeth a glebe
of his Church by his deed, & the Patron & the
Ordinary confirm the same grant, & all that
is comprised in the same grant, the same grant
shall be in his strength after the purpose of the
same grant, but in such case it behoweth the
patron have see ample in the advowson, for if
he have estate in the advowson for term of life,
in tail, then the grant shall stand but during
his life, & the life of the parson he granted it &c.

Also if a man let land for term of life, which
tenant for term of life chargeth the land with
a rent in see, & he in the reversion confirms
the same grant, this charge is good enough &
effectual. Also if there be a perpetuali Châtiry

D 3 whereof
Confirmation.

whereof the ordinary hath nothing to meddle noz to do, the patron of the châtry, & the chaplain of the same châtry may charge the châtry to a râe charge in perpetuity. Also in some case these verbes Dedi & cœcessi, have the same effect in substance, shall enure to the same intent as this verb côfirmâui: as if I be dispossed of a plough lad, & after I make such a deed &c. Scient presentes &c. Dedim to the dislesloz & plough lande &c. And if I deliver only the deed to him without liuerie of seisin of the same, that is a good confirmation as strong in law, as if he had in the deed this verb Côfirmâui &c. Also, if I let lad to a man for term of years by force of which he is possessed, & after I make him a deed &c. Quod dedi vel concessi &c, the same lad to have for term of his life, & deliver him the deed, the by &b the hath estate in land for term of his life, & if I lay in the deed, to have to him & to his haires of his body enged, he hath estate in tail, & if I lay in the deed, to have to hold to him & to his heires, he hath estate in fee simple, for this shall enure to him by force of confirmation to enlarge his estate. Also if a man be dispossed, the dislesloz; diez seizer, & his heires in descent, after the dislesloz, and the heire of the dislesloz make jointly a deed to an other in fee, & liuerie of seisin by this is made; to the heire of the dislesloz ensaleth the deed, the tenements passe by the same deed by way of seissement, and as to the dislesloz ensaleth the same deed, this shall not enure by way of confirmation;
Confirmation

But if the disseisor in this case bring a writ of Entrem (Per & Cui) against the alience of the heir of the disseisor, enquire how he shall plead his deed against the defendant by way of confirmation &c. And know this my child that it is one of the most honorable, laudable, and profitable things in our Law, to have the science of well pleading, in actions reals and personals, and so this I counsel thee, especially to set thy courage & care to learn that.

Also if there be Lord and tenant, & the lord confirmeth the estate that the tenant hath in the tenements, yet the seignory wholly abideth to the lord as it was before. In the same manner it is if a man have a rent charge out of certain land, and he confirmeth the State that the tenant hath in the land, yet abideth to the confirmation the rent charge. In the same manner it is if a man have common of pasture in the land of any other, if he confirmeth the State of the tenant of the land, nothing shall depart from him of his common, but this notwithstanding the common abideth to him as it was before.

But if there be lord and tenant, which holdeth of his lord by servitude of fealty and xx s. of rent, if the lord by his deed confirmeth the estate of the tenant to hold by xij. d. &c. or by an ob. in this case the tenant is discharged of all other services, and shall yeeld nothing to the Lord but that that is comprised within the same confirmation, yet if the Lord will by the deed of confirmation, that the tenant in this case
Confirmation.

case ought to perde to him an Hauke or a Rose
greely at such a feast &c. this reservation is
void, for this that hee reserueth to him a new
thing that never was parcell of the services
before the confirmation, and so the Lord may
abridge the services by such confirmation, but
he may not reserue to him a new service &c.

Also if there be Lord, mesne, & tenant, & the tes-
nat is an Abbot he holdeth of the mesne by cer-
tain services greely, & which hath no cause to
have acquitace against his mesne for to bring
a writ of mesne &c. in this case if the mesne con-
firm the estate & the Abbot hath in the lad, to
have & to hold & lad into him & his successors
in frakalmoigne or free almes &c. in this case
this confirmation is good, & then the Abbot hold-
deth of mesne in frakalmoigne: the cause is
for this, & no new service is reserued, for all 
services specially specified be extinct, & nothing
is reserued to mesne, but the abbot that hold
the land of him as it was before the confirma-
tion, for he holdeth in frakalmoigne ought to
do no bodily service, so that by such confirma-
tion it appeareth that the mesne shall not re-
serue unto him no new service, but that the
lands shall be holden of him as it was before,
and in this case the Abbot shall have a writ of
Mesne if he be distained in his default by
foice of the said confirmation, where percase
he might not have such a writ before &c.

Also if I be seised of a billein, as of a billein
in grosse, & an other takest him out of my pos-
session
Confirmation.

I. Confirmation.

He hath right to have him as his villein, whereas I confirm the estate to him that he hath in my villein, this confirmation seemeth void, for this, that none may have possession of a man as of a villein in gross, but he which hath right to have him as his villein in gross, and in so much that he may have no rent out of his own land, for this deed shall be understood as taken for; the most advantage and use of the tenant that it may be taken, if for that, it is by way of extinguishment.

Also sometimes these verbs (Dedi & concedi) enure by way of extinguishment of the thing given or granted. As a tenant holdeth of his lord by certain rent, and the lord by his deed granteth to the tenant & to his heirs the rent &c. this shall enure to the tenant by way of extinguishment, for by this grant the rent is extinct. In the same manner it is where one hath a rent charge of certain land, & he granteth to the tenant of the land, the rent charge, and the cause is for this, that it appeareth by the words of the grant that the will of the donor is, that the tenant shall have the rent &c. in so much that he may have no rent out of his own land, for this deed shall be understood as taken for; the most advantage & use of the tenant that it may be taken, & for that, it is by way of extinguishment.
Confirmation.

Also, if I let land to a man for term of years, and after I confirm his estate without my words put in the deed, he hath no greater estate but for term of years, as he had before: But if I release to him my right of I have in the land without my words put in the deed, he had estate of franktenement. And so must thy child understand great diversities between releases & confirmations. And if I be within age, I let land to one for term of years, and he granteth the land for term of years, that he granteth but parcel of the term: In this case when I am of full age, if I release unto the grantee of the lessee ac, this release is void, for this, that there is no privity betwene him & me. But if I confirm his estate then this confirmation is good: But if my lessee grant all his estate to another, then my release made to the grantee is good & effectual.

Also if a man grant a rent charge out of his land to another for term of his life, & after I confirm his estate in the same rent, to have & to hold to him in fee tail, or in fee simple, this confirmation is void, as to the enlarging of his estate, for this, he that confirmeth had no reversion in the rent: But if a man seised in fee of rent service, or of rent charge, & he granteth the rent to an other for term of life, & the tenant attaineth, & after he confirmeth the estate of the grantee in fee tail, or in fee simple, this confirmation is good as to enlarge his estate after the words of the deed of confirmation, for this that
Attournement

that he and confirmed the estate at the time of the
confirmation had the reversion of the rent &c.

But in this case aforesaid, where a man grants
eth a rent charge to another for term of life,
if he will the grantee shall have estate in the
tail, or in fee, him behooueth the deed of the
grantee of the rent charge for term of life, be
surrendered or cancelled, and then to make it a
new deed of such a rent charge, to have and to
take to the grantee in the tail, or in fee. Ex
paucis dictis intendere plurima possis.

Attournement.

Attournement is if there be Lord & tenant,
the Lord will grant by his deed
the service of his tenant to another for
term of years, or for term of life, or in tail, or
in fee, him behooueth that the tenant attourn
to the grantee in the life of the grantor by
force & virtue of the grant, or otherwise the
grant is void, & attournement is none other
thing in effect, but when the tenant hath hard
of the grant made by his Lord, that the same
tenant by word agree to the said grant, as to
lay to the grantee, I agree me to the grant
made to you, or I am well content of the grant
made to you &c. But the more common att
ournement is to say, sir, I attourn to you
by force of the same grant, or I become your
tenant &c. or to deliver bneo the grantee i.d.
ob, or earthing, by way of attournement &c.

Also, if a man be failed of a manour, which
manor is parcel in demesne, & parcel in service
Attournement.

If he will alien such a manor to another, it bhoueth that by force of the alienation all the tenants that hold of him alienor (as of this manor) attourne to the alienor, or otherwise they services abide continually in the alienor, except tenants at will, for it needeth not such tenants as wil attornne upon such alienation &c. for this the same lands: tenants they hold at will do passe to the alienor by force or such alienation.

Also if there be Lord and tenant, and the tenant letteth the tenements to a man for term of life; the remainder to an other in fee, if the Lord grant the services to the tenant for term of life in fee, in this case the tenant for term of life hath fee in the services but the services be put in suspense during his life, but his heirs shall have the services after his death, and in that case it needeth not attournement, for by the acceptance of the deed of him that ought to attorne, this is attournement in him selfe &c., but where the tenant hath as great and high estate in the tenements as the Lord hath in the seigniory, in such case if the Lord grant the service unto the tenant in fee, this enureth by way of extinguishment. Causa pater.

Also, if there be Lord & tenant, & the tenant makeith a lease to one for term of life, saving & reversion unto him, if the Lord grant the seigniory to the tenant for term of life in fee, in this case it bhoueth that he in & reversion attorne to the tenant for term of life by force of & grant, or otherwise the grant is void, for this he in the
Attournement.

Also, if there be Lord and tenant, and the tenant holdeth of the Lord by twenty manner of services, and the Lord graunteth his seigniory to another, if the tenant pay or do of the services to the grauntee, this is a good attournement, of and for the services, though that the tenants entent was to attourn but of the same parcel, for this that the seigniory is en whole thing, though there be divers manner of services that the tenant ought to do.

Also, if there be Lord and tenant, and the tenant holdeth of the Lord by many manner of services, and the Lord graunteth the services another by fine, if the grauntee sue a Scirefias out of the same fine, for any parcel of the services, and had judgement to recover, this judgement is a good attournement in the law on all the services.

Also, if the Lord of the rent graunteth the services into another, and the tenant attourneth by a peny, and after the grauntee distraeth for rent behinde, and the tenant to him asketh recous: In this case the grauntee shall have no assist of the rent, but he shall have a wit of Recous, for that the gift of the rent was but by way of attournement. But the tenant had given unto the grauntee the said peny as parcel of the rent, or a halfe peny, or a farthing, by way of lesyn of the rent, then this is a good attournement, and also it is
Actournement.

is a good seizin to the grantee of the rent, and
then by no such rescous the grantee than ha
an Assise &c.

Also, if a man let tenements for termes of yeeres, by force of which the lessee is seised, and after the Lord granteth by his deed the reversion to another for termes of life, or in tail, or in fee, it behooveth him in this case that the tenant for termes of yeeres attourneth, or other wise nothing passeth to such grantee by such deed. And if in this case the tenant for termes of yeeres attourneth to the grantee, then by and by passeth the franktenement to the grantee by such attournement, without any liurey of seizin &c. for this, if any liurey shalbe made, it needeth to be made in such case, then the tenant for termes of yeeres shalbe at the time of the liurey of seizin out of his possession, which shoule be against reason.

Also, if lande bee let to a man for termes of yeeres, the remainder to another for termes of life, reversion to the lease a certain rent by the yeere, and liurey of seizin is made upon this the tenant for term of yeeres, if he in the reversion in such case grant his reueris to another &c. and the tenant that is in the remainder a ter is termes of yeeres attourneth, this is a good attournement, and he to whom the reueris is granted, by force of such attournement shall distraine the tenant for termes of yeeres for th rent due after such attournement, though the tenant for termes of yeeres never attourneth but
Attournement.

him, and the cause is for that, where the reversion is dependant upon the estate of franktenement, it suffiseth that the tenant of the franktenement attourn upon such grant of reversion &c. And it is to wit, that where a lease for term of yeares, or for term of life, or a gift in the tate is made to any man, referring to such a lesse, or donez certaine rent, if such a lesse or donez grant his reversion to another, and the tenant of the land attourn, the rent palleth to the grantee, though in the deed of the grant of reversion, no mention is made of the rent, for this that the rent is incident to the reversion in such case, and not econuerfo, for if a man will grant the rent in such case unto another, referring to him his reversion of the land though the tenant attourn to the grantee, this shall be but a rent fecke &c.

Also, if a man let l'd to another for term of life, and after such leas he cōfirmeth by a deed the estate of the tenant for term of life, the remainder to another in secur, and the tenant for term of life accepteth the deed, then is the remainder indeed to him to whom the remainder was given, or limited in the same deed, for by the acceptance of the tenant for term of life of the same deed, this is a grant of him, and so an attournement in law: But yet he in the remainder that have none actio of wall, nor other benefici by such remainder, but if he have the same deed in his hand by which the remainder was granted unto him, § for this that in such case
the tenant for termes of life will retaine to him the deed, to the intent that he in the remainder shall not have an action of waste against him, for this that he may not come to have the possession of the deed &c. It shall be good in such case for him in the remainder, that a deed indented be made by him that will make the confirmation, and the remainder over &c. And he that maketh such confirmation deliver a part of the Indenture to the Tenant for termes of life, and the other part to him that hath the remainder, and then he by shewing of the part of the Indenture, may have an action of waste against the tenant for termes of life, & also other advantage, that he in the remainder may have in such case.

Also, if two Jointenants bee, which let lande to another for termes of life, yeelding to them and their heirs a certaine rent by yeere: In this case if one of the two Jointenants in the reversion releas to the other Jointenants in the same reversion, this releas is good, and he to whom the releas is made, shall have one ly the rent of the tenant for termes of life, and shall have a writ of waste against them, though he never attainted by force of such releas. And the cause is, for the privitie that once was between the tenant for termes of life, and them in the reversion.

In the same maner, and for the same cause it is, where a man letteth lande to another for termes of his life, the remainder to another for
Attournement.

For term of his life, reserving the reversion to the lessor, in this case if he in the reversion release to him in the remainder &c. to his heirs all his right &c. then he in the remainder hath a see &c. and shall have a writ of war against the tenant for term of life without any attornment of him &c.

Also, if a lease be made for term of life the remainder unto another in the tail, the remainder over to the right heirs of the tenant for term of life, in this case if the tenant for term of life grant his remainder in see to another by his deed, the remainder by &c. by passeth by his deed without any other attornment. For if any ought to attorn in this case, it should be the tenant for term of life. And it were in bane that he attorne upon his owne grant &c.

Also, if there be Lord and tenant, and the tenant holdeth of the Lord by certaine rent and knights services, if the Lord grant the services of the tenant by fine, the services be by and by in the graunter by force of the fine, but yet the Lord may not distrain for any parcel of his services without attornment. But if the tenant die his heir being within age, the Lord shall have the ward of the body of the heir & of the land &c. howbeit that he never attorned. For this that the seigniory was in the graunter maintenent by force of the fine.

And also in some case if the tenant die without heir, the Lord shall have the tenancy by way of Escheate. In the same manner it is if a man
mā grant the reversion of his tenant for term of life to an other by fine, the reversion passed presently to the grantee by force of the fine but the grantee shall never have action of wall without attornment &c. But yet if the tenant for term of life alien in fee, the grantee may enter &c. for this that the reversion was in him by force of the fine, and such alienation was to his disinheritance. But in this case where the lord granteth the services of his tenant, by fine, if the tenant die, his heirs being of full age the grantee by the fine that not have the relief no2 neuer shall distraine for the relieve, except there had been some attornment of the tenant that died &c. for of such things that bye in distress, upon the which a writ of Replication is sued &c. a man ought to auow the taking good and righteous &c. there ought to be attornment of the tenant, and howbeit that the grant of such services be by fine. But to have ward of lands and tenements so hold during the nonage of the heir, or them to have by way of escheat, there needeth not any distress &c. but an entre in the lord by force of the right of the seignory that the grantee hath by force of the fine.

Also, in auncient Boroughes or Cities where tenements within the same boroughes or Cities beene devisedable by testament by th custome and the bye &c. if in such boroughes or Cities a man be seised of rent service or of rent charge, and he devise such rent or service to
another by his testamet and dieth &c. In this case he to whom the devise is made may distrain for the rent of the services behind, howbeit that the tenant never attourned. In the same manner it is where a man letteth such tenements devisable to another for term of life, or for term of yeeres, and devised the reversion by his testamet to another in fee; in fee tails, and dieth, and anon after that the tenant maketh waste, he to whom the devise was made shall have a writ of waste: howbeit that the tenant never attourned, and the cause is for this that the will of the devisor made by the testament, shall be performed after the intent of the devisor, and if the effect of this should lie upon the attournment of the tenant &c. Then percase the tenant would never attourn, and then the will of the devisor should never be performed, and therefore the devisee shall distraine of have an action of waste without attournment. For if a man devise such tenements to another by his testament (habend. sibi imperperatum) and dieth, & the devisee entreth, he hath a fee simple. Causa qua supra, and yet if a deed of settlement were made to him by the devisor of the same tenements (habendum & tenend. sibi imperper.) if ituery and setlum were never thereupon made, he shall have none estate but for terme of life &c.

Also, if a man seised of a Manor which is parcel in demene, and parcel in services, and thereof be dissised, but the tenant
which holdeth of the manor, neither attorneth to the disseisifier in this case, howbeit he the disseisifier die &c. and his heir is in by descent, yet may the disseisifier distrain for the rent being behind, & have the service: but if the tenants come to the disseisifier & say we be come your tenants &c. or otherwise make attornment to him &c. and after the disseisifier dieth seised &c. then the disseisifier may not distrain for the rent, fo this that all the manors descended to the heir of the disseisifier. But if one hold of me by rent service which is a service in gross, and another that no right hath, claimeth the rent and receiveth and taketh the same rent of my tenant by co-heirship of disseisifier, or by other form and so disseisifier me by taking such rent, howbeit that such a disseisifier die seised by such taking of the rent, yet after his death I may well distrain for the same rent being behind before the death of the disseisifier and after his death, and the cause is this, & such is not my disseisifier, but by election at my will, fo howbeit that he took the rent of the tenant, I may at all times distrain my tenant for the rent behind &c. so it is to me but as if I will suffer the tenant to be by so much time behind of payment to me of the same rent, fo the payment of my tenant to another to whom he ought not to pay, is no disseisin to me, nor shall not put me out of my rent without my will and election, so howbeit that I may have assise against such a taker &c. yet this is at my election if I will take him as my
my disseis or not, so such descents of rents in grosse ne putreth not out the lords fro their distrelle, but at each time they may well detraigne for the rent behind, as in this case if after the decease of him that so wight fully tooke the rent, I grant by my deed the services to another and the tenant attorneth: this is good enough, and the services by such grant & attornement, incontinent he in the grantee sc. But otherwise it is where the rent is parcel of the manor, and the disseis dieth seised of the whole manor, as in the case beforeasaid.

Discontinuance.

Discontinuance is an auncient word in the law, and hath divers significations sc. but as to one intent it hath such a significacion, is to say, where a man hath aliened to another certain lands or tenements and dieth, and another hath right to have the same lands or tenements, but he ne may enter in the, because of such alienation sc. As if an abbot seised of certaine lands and tenements in fee, and he alieneth the same landes and tenements to another in fee or in taile, or for terme of life, & the abbot dieth, his successor may not enter in the same lands and tenements, howbeit that he have right to have them as in the right of the house, but he is put to his act to recover the same lands or tenements which is called a writ de ingressu sine alienatu capitali.
Discontinuance.

And if a man seised of land as in the right of his wife &c. and thereof enfeoffeth an other &c. and dieth, the wife may not enter, but she is put unto her action the which is called Cui in vita. See Stat. 32. H. 8. c. 28. leases.

Also, if tenant in the tail of certain land thereof enfeoffe another &c. and hath issue and dieth &c. his issue may not enter in the land, howbeit that hee hath right and title to that, but that he is put to his action, that is called a Formedone in the descender.

Also if there be tenant in the tail, the reversion is to the donour & to his heires, if the tenant make a seffement &c. and dieth without issue, he in the reversion may not enter, but is put to his action of Formedone in the rever- ter, and in the same manner it is where the tenant in the tail of certain land where the remainder is to another in the tail, or to another in fee, if the tenant in the tailie alieneth in fee, or in fee tailie &c. and after dieth without issue, they in the remainder may not enter, but be put to their wyfe of Formedone in the remainder &c. and so this that by force of such seffements and such alienations in the cases aforesaid, and in like cases those which have title and right after the death of such a seffor or alienor may not enter, but be put to their actions Vr supra. Therefore such seffements and alienations be called discontinuances.

Also if a tenant in the tail be disseised, he releaseth by his deed to the disseisour, & to his heires
heires all the right ye he hath in the same land, this is no discontinuance, for this is nothing of right passeth to the disseisour but for term of life of the tenant in the taile that made the release &c. But by the seoffemet of tenant in the taile a full ample passeth by the same seoffemet by force of liuery of settin &c. but by force of a release, nothing passeth but the right ye he may lawfully & rightfully release without hurt or damage to other persons which thereto have right after his decease &c. so it is a great diversitie between seffement of the tenant in the taile, & a releas of the tenant in the taile. But it is said, that if tenant in the taile in this case releas to the disseisour, and bindeth him and his heires to warrantise &c, and dieth, and this warranty descendeth to his issue, then that is a discontinuance because of warrantise &c. But if a man have issue a sone by one wife which dieth, & after he taketh another wife, & the tenements be giue to him and his second wife, and to the heirs of their two bodies engendred, and they have issue another sone, then the second wife dieth, and after the tenant in the taile is disseised, and he releaseth to his disseisour all his right &c, and bindeth him and his heires unto warrantise, and dieth, this is no discontinuance to the issue in the taile by the second wife, but hee may well enter &c. for this that the warrantise descendeth to his elder brother that his father had by his first wife.

In the same maner where ye tenemets be descendentable
Discontinuance.

cedable to a yonger sonne after the custome of borough English, be in taitle &c. & the tenant in the taitle hath issue of sonnes & is dissolled, & he releasteth to his disesiou all his right to warranty & dieth, the yonger sonne may enter by the dissolour notwithstanding the warrantise, for this the warrantise descendedeth to the elder sonne, for always the warrantise descendedeth &c. to him that is heire by the common law.

Also, if an abbot be dissolled, & he releasteth to the dissolour with warrantise, this is no discontinuance to his successor, for this that nothing passethe by this release but the right that he hath during the time that he is Abbot and this warrantise is expired by his privation or by his death.

Also, the tenant in the taitle be seised of certaine land, and he letteth the same land for terme of yeeres, by foze of which lease the lessee is in possession, to which possession the tenant in the taitle by his deed releasteth all his right that he hath in the same land to the lessee and to his heires for ever, this is no discontinuance, but after the decease of the tenant in the taitle, his issue may well enter, for this that by such release nothing passethe but for terme of yeere of the tenant in the taitle. In the same manner if the tenant in the taitle conferce the estate of the lessee for terme of certain yeeres to have and to hold to him and to his heires, that is no discontinuance, for this that nothing passethe by such confirmation, but the estate that the tenant
nent in the tale had for terme of his life.
Also, if a tenant in the tale by his deed grant to another at his estate that he hath in the tenements entailed to him, to have & to hold all his estate to the other & to his heirs for ever, & delivereth feisin according. In this case the tenant to whom the alienation was made, hath none other estate but for terme of life of the tenant in the tale, so it may well be proved the tenant in the tale may not grant ne alien ne make any rightful estate of the franktenements to another person but for terme of his owne life &c. For if I give certaine land in the tale to a man, saving the reversion to me, & after the tenant in the tale entroffeth an other in fee, the seoffee hath no right estate in the tenements, for two causes. One is for that by such seftement my reveresio is discontinued which is a wrong act and not a rightfull act. Another cause is, if the tenant die, and his issue such a writ of Formdon against the seoffee, the writ shall say also the declaration, that the seoffee wrongfully him deforced, therefore if wrongfully he him deforced, he had no right estate.

Also, if land be let to a man for terme of his life, the remainder to another in the tale if he in the remainder will grant his remainder to another in fee by his deed, and the tenant for terme of life attourneth, this is no discontinuance of the remainder.

Also, if a man be tenant in the tale of another in grosse or of common in grosse, if he by his deed
Discontinuance.

Deed will grant the aduowson or the common to another in fee, this is not discontinuance, for in such case the grantee hath no estate but for terme of life of the tenant in the tale that made this grant &c. Note well that such things as passe by way of grant made by deed, made in the countrey &c. such grant maketh no discontinuance as in the case aforesaid, and other like cases &c. And howbeit that such be granted in fee, by fine levied in the kings court &c. Yet they make no discontinuance &c.

Also, if a man be seised in the tale of lands deviseable by testament &c. and he devise it to another in fee, and dieth, and the other entrencheth, this is no discontinuance, for this that no discontinuance was made in the life of the tenant in the tale &c.

Also, if an Abbot have a reversion or a rent service, or a rent charge, and will grant that reversion, rent service, or rent charge to another in fee, and the tenant attorneth &c. this is no discontinuance. In the same manner it is where an Abbot is seised of aduowson or of such things that passe by way of grant without livery of seplin &c.

Also, if there be grandfathers, tenant in the tale, father and sonne, and the grandfather is dispossessed by the father, and the father maketh a feoffment in fee without warrantise and dieth, and after the grandfather dieth, the sonne may well enter upon the feeoffee for this that this was no discontinuance, in
so much that the father was not seised by force of the tail in the time of the sequestration &c., but was seised in fee by disseisn made to the grandfather.

(Also, if a woman inheriting have an husband within age, which maketh a sequestration of the tenements of the wife and dieth, it hath beene questioned if the wife may enter or not. And it seemeth to some men the entry of the wife after the death of her husband shall be lawful in this case, so when her husband made such a sequestration &c. he might well enter notwithstanding such sequestration during such couverture, and he might not enter in his owne right, but in the right of his wife &c. Ergo such right that hee had to enter in the right of his wife &c. that right of entre abideth to the wife &c. after his decease, and it hath beene said, that if two jointenants being within age, made a sequestration in fee, and one of the children dieth, the other suruiueth, in so much that both children might enter jointly in their lives, this right of entre groweth all to him that suruiueth, and so may enter into the whole &c.

Also, the heire of the husband that made the sequestration within age may not enter, for this is no right descendeth to such an heire in the case aforesaid, for this that the husband had neuer any thing but in his right of his wife. And also while a child makeeth a sequestration being within age, this shall neuer grieve no hurt him but that he may well enter &c. and this should be
Discontinuance.

be against reason that such a feoffment made by him that was not able to make such a feoffment shall grieve or hurt other, to toll other or their entries &c. And for these causes, it seems to some after the death of such an husband so being within age at the time of the feoffment &c. that his wife may well enter &c.

Also, if a woman inheretrix taketh an husband and hath issue a sonne and the husband dieth, and she taketh another husband, and the second husband letteth the land that he hath in the right of his wife to another for term of his life, and after the wife dieth, and after the tenant for term of life surrendireth his estate of the second husband &c. Enquire if the sonne of the wife may enter or not, in this case by or second husband during the life of the tenant for term of life. But it is cleere law in this case after the death of the tenant for term of life, the sonne of the wife may well enter for this that the discontinuance that was made all only for term of life is determined by the death of the same tenant for term of life &c.

Also, if the parson or vicar of a church alien certain lands or tenements parcel of his glebe &c. to another in fee and dieth, or resigneth to his successor may well enter notwithstanding such alienation as it is said in a Note, Anno 2.H.4. Termino Michael, quæ sic incipit. Nota quod dictum fuit pro lege. In a writ of H. 4354. Compt brought by the master of a College that if a parson or a vicar grant certaine land
Discontinuance.

that is of the right of his church to another a death or change, that his successor may enter: & I show the cause is for this, that a parson or vicar is settled &c. in right of the church hath no right of the fee simple in the tenements, but the right of the fee simple therof abideth in another person. And for this cause his successor may well enter, notwithstanding such alienations &c. for a Bishop may have a writ of right of tenements of right of his bishoprick, for this &c. right of fee simple abideth in him and in his chapter: and a Dean may have a writ of right &c. for this that the right abideth in him and in his chapter, and an Abbot may have a writ of right, for this that the right abideth in him & in his convent, &c. de alis caelis consimilib. &c., but a parson or vicar may not have a writ of right &c., but the highest writ that they may have, is a writ de iure, tru, the which is a great proof that &c. right of fee simple is in abetace, that is to say, at one in the remembrance, entertained and consideration of the law, for me seemeth that such a thing in such a right that is said in divers books to be in abetance, is as much to say in lat. s. talis res vel talis rectuque vel quod non est in homin aedunct superstite, sed tantummodo est &c. consistit in considerationes & intelligentia legis &c., & quid est alius dixerunt tales rem aut tale rectu fore in nubibus &c.

But I suppose that they understand these words in nubibus &c. as I have said before.

Also, if a Parson of a church die, now the frank-
franktenemēt of the glebe of the personage is in no man, during the time that the personage is bold, but is an abetance, that is to say, in consideration and intelligence of the law till another be made parson of the same Church, and immediately whē another is parson, the franktenement in deed is to him as successor.

Also, some me peradventure will argue and say, that in so much ë the parson with that ease of the patron and ordinary, may grant a rent charge out of ë glebe of his personage in fee, & so charge ë glebe of his personage perpetually: ergo they have fee ample, or 2.02.1. of the bath fee ample at the least &c. so this it may be answered, that it is a principall in law, that of every land there is a fee ample in some ma, or els ë fee ample is in abetace &c. And another principal is, that every land of fee ample may be charged with a rent charge in fee, by one way or by another &c. and when such rent is granted by the deed of the person, the patron & the ordinary in fee, none shall have no prejudice not lose by force of such grant, but ë grants in their lives, and the heire of the patron, and successor of the ordinary after their deceases, or after such charge if the parson die, his successor may not come to the same church to be parson of the same Church by the law: but by presentment of the patron and admission and institution of the ordinary &c. And for this cause it behoveth that the successor hold him content and agreed with that which his patron and ordi-
ordinary lawfully have done before. But the cause that such ret charge is gone, is for this, that they which have entries in 5 said church, that is to say, the patron after the law temporal, and the ordinary after the law spiritual, were attented as parties unto such a charge &c. and this seemeth the very cause that such glebe may be charged in perpetuity &c. See Cat.13.Eliz.cap.10.

Also if a bishop alien lands which been part cell of his bishoprick, & death, this is a discontinuance to his successor, for this, that he may not enter, but is put to his wyt De ingressu sine allensu capituli &c. See Cat.13.Eliz.

Also, if a Dean alienated parcel of his deanship, and death, his successor may not enter, but he may have a wyt De ingressu sine allensu capituli &c. See Cat.13.Eliz.cap.10.

But if the Dean & the chapter have land to them and to their successors in common &c. Howbeit that the dean alien such lands, his successors may well enter, for this that the franktenement at 5 time of the alienation, was as well in the chapter as in the deane. But where the Dean is sole seised as in right of his Deanship, then such alienation is discontinuance to his successour, as it is aforesaid. Also some men will argue and say, that if an Abbot and his couent be seised in their demeane as of fee, of certain land to them and to their successors &c. and the Abbot without allent of his Couent alieneth the same lande unto an other, and
Discontinuance.

If death, this is a discontinuance to his successors &c. by the same they will say, that where a Dean & a Chapter be seised of certain land to the & to their successors, if the Dean alien the same lands &c. this shall be a discontinuance to his successors, so that his successor may not enter &c. To this may be answered, that there is a great diversity between the said 2 cases for when an abbot & the convent be seised &c. yet if they be disseised, the Abbot shall have assise in his own name without the naming of his convent &c. And if a man may, will sue a precise quod red. of the same lands where they be in the hands of the Abbot and his convent, he behoueth that such an action be sued against the Abbot only without naming of the convent &c. for this, that all they be dead persons in the law, save only the Abbot that is sovereign &c. and this is because of the sovereignty &c. for else he should be as of the other monks of the convent &c. But the Dean and the Chapter be no dead persons in the law &c. For each of them may have an action by himself in divers cases and of such lands &c. tenements which the Deane and Chapter have in common &c. if they be disseised, that the Deane & the Chapter shall have assise, and not the Deane alone, if another will have an action real of such lands &c. tenements against the Dean &c. it behoueth him to sue against the Deane and Chapter &c. not against the Deane alone &c. so appeareth great diversity between these two cases.
Remitter.

Also if the master of an Hospital discontinue certaine land of his Hospital, his successor may not enter, but he is put unto his writ De negresu sine alienisu contrarum & sororii sua-

Remitter.

Remitter is an aunctent terme in the lawe, and it is where a man hath two titles to lands or tenements, that is to say, if one of an elder title, and an other of a latter title, and he commeth to the land by the latter title, yet the law adiudged him to be in by force of the elder title, for this, that the elder title is the more sure title, and the more worthy title, and then when a man is judged in by force of the more elder title, this is unto him said a Remitter, for this, that the law shall admit him to be in the land by the elder title; as if the tenant in the taile discontinue the taile, & after he disleth his discontinue, & so dieth setted, whereby the tenements descend to his issue, as to his sonne inheritable by force of the taile; in this case this is to him to whom the tenements descend which had right by force of the taile, a Remitter in the taile taken, for that, that the law shall put & adiudge him to be in by force of the taile, which is his elder title; for if he shalbe in by force of descent, then the discontinue may have a writ of Entre upon the disleth in the Per against him, & recover the tenements, and
his damages, but in so much that he is in by
force of the taile, the title and the interest of
the discontinuee is all utterly adnullled and
defeated sic.

Also if tenant in the taile intoosse in see his
sonne or his collin inheritable by force of the
taile, the which sonne or collin at the time of the
feoffement is within age, and after the tenant
in the taile dieth, and he to whom the feoffe-
ment was made is his heire by force of the ti-
tle in the taile, this is a Remitter to the heire
in the taile, to whom the feoffement is made;
For howbeit that during the life of the tenant
in the taile that made the feoffement, such heire
shalbe adjudged in by force of the feoffement, yet
after the death of the tenant in the taile, s heire
shalbe adjudged in by force of the taile sic, and
not by force of the feoffement, and though that
such an heire was of full age at the time of the
death of the tenant in the taile that made the
feoffement, this maketh no matter if the heire
were within age at the time of the feoffement
made to him. And if such an heire being with-
in age at the time of the feoffement cometh to
ful age, living the tenant that made the feoffe-
ment, so being of full age, he chargeth by his
deed the same land with a common of pasture,
oz with a rent charge, and after the tenant in
the taile dieth. Now it seemeth that the land
is discharged of the common, and of the rent;
because the heire is in by another estate in the
land, then he was at the time of the charge
made,
made, in so much that he is in his remitter by force of the table, and so the estate that he had at the time of his charge is utterly defeated &c.

Also a principal cause why such an heire in the cases aforesaid, and other cases semblable shall be said in his Remitter, is for this, that there is no person against whom that he may sue his wife of Formedon, for against himself he may not sue, & he may not sue against none other, for none other is tenant in the fractenes next, and for that cause the law adjudged him in his remitter, that is to say, in such plight, as shee had lawfully recovered the same land against another.

Also, if land be tailed to a man and his wife, and to the heires of their two bodies ingen- dued, the which have issue a daughter, and the wife dieth, and the husbande taketh another, and hath issue another daughter and discontinueth the taitle, and after he discontinueth the discontinuance, & so dieth sealed, now the land descendeth to the two daughters: In this case as to the elder daughter that is inheritable, this is a remitter but of the halfe, & as to the other halfe, she is put to her action of Formedon against her sister, for in this case two sisters be not tenants in parcenary, but the tenaunts in common, for this that they be in by divers titles, for the one sister is in her Remitter by force of the taitle, as to that, that unto her belongeth: And the other sister is in as to that that belongeth to her in see ample by the
discent of her father: In the same manner it is if the tenant in the tailie infeoffe his heire appa rent in the tailie, the heire being within age, and another taint in see, and the tenant in the tailie dieth: Now the heire in the tailie is in the Remitter, as to the halfe, and as to the other half he is put to his writ of Formedò &c.

Also if a tenant in the tailie infeoffe his heire apparent, the heire being at full age at the time of the feoffement, & after the tenant in the tailie dieth, this is no Remitter to the heire, for this that it was his owne folly, that he being of full age would take such feoffement &c. But such folly may not be adjudged in the heire being within age at the time of the feoffement &c.

Also if a tenant in the tailie infeoffe a woman in see and dieth, & his issue within age taketh the woman to wife, this is a Remitter to the child, and the wife then hath nothing, for this, that the husband & the wife be but one person in the law. And in that case the husband may not sue a writ of Formedon, unless he will sue against himselfe, the which shall be inconuent ent, and so that the lawe judgeth the heire in his Remitter, for this, that no folly may be arrested to him being within age at the time of the spousals &c. And if the heire be in his Remitter by force of the tailie, it followeth by reason that the wife hath nothing &c. so in so much that the husband & the wife be but one person, the land may not be seuered by halves, and for such cause the husband is in his Remitter of the
the whole. But otherwise it is, if such an heir be of full age at the time of the spousals, then the heir hath nothing but in the right of his wife.

Also if a woman seized of certain land in fee taketh an husband, the which alieneth the same land to another in fee, and the alienee letteth the same land to the husband and the wife for term of their two lives, saving the reversion to the lessor, and to the heir, in this case the wife is in her Remitter, and she is seized in deeds in her demeane as in fee, as she was before, for this, that the taking of estate shall be adjudged in the law's deed of the husband, and not the deed of the wife, so that no folly may be judged in the wife that is covert in such case. And in this case the lessor hath nothing in the reversion, for this that the wife is seized in fee. But in this case if the lessor will sue an action of waste against the husband and his wife, for this that the husband hath made waste, the husband may not barre the lessor for to shewe this, that the taking of estate made unto him and to his wife made a Remitter to his wife, for this that the husband is stopped to say this against his forfeiture and owne repysell of estate for term of tife to him and his wife, and yet the lessor hath no reversion, for this that the fee ample is in the wife. So a man may see a matter in this case, that a man shall be stopped by a matter in deede though no writing by deedes indepen-
Remitter.

Red o2 otherwise be thereof made. But if in an action of waste the husband make default at the ground distress, and the wife prays to be received, and is received, she shall well shew all the matter, and how she is in her Remitter, and shall barre the issi2 of his action; for in every case that the wife is received for default of her husband, she shall plead and have the same advantage in pleading, as she were a woman sole. And howbeit that the alienee made no lease to the husband and his wife by deed and indenture, yet this is a Remitter to the wife, and though the alienee yeilded the same estate to the husband and his wife by fine for terme of their lives, yet this is a Remitter to the wife, for this that the wife couet that tach estate by fine shall not be examinad by the Justices. And here note well, that when anything shall passe from the wife that is couert of husband by force of a fine, as the husband & wife make conclusion of right to another &c. o2 make a grant to yeiid to another, o2 release by a fine to another, & fcc de similibus, where the right of the wife passeth from the wife by force of the same, the wife in all such cases shall be examinad before that the fine be accepted. And such fines conclude such wives couert for ever. But where nothing is moved in the fine, but all onely that the husband & the wife take estate by force of the same fine, this shall not conclude the wife, for this that in such case the Halbe never examinad.

also
Also if tenant in the taille discontinue in the taille, & hath a daughter & dieth, & the daughter being of full age taketh an husband, and she discontinue maketh a lease of this to the husband & his wife for term of their lives, this is a Remitter in deed to the wife, and the wife is in by force by the taille, Causa qua supra.

Also if lande be given to the husband & his wife, to have and to hold to them and to the heirs of their two bodies begotten, and after the husband alieneth the land in fee, & taketh againe an estate to him & his wife for term of their two lives. In this case this is a Remitter in deed to the husband and the wife mauger the husband, for it may not be a Remitter to the wife, except it be a Remitter to the husband, for this that the husband and his wife be but one person in the law, though that the husband is stopped to claime this to be a Remitter in him against his alienation, and his owne repriessell, as is aforesaid.

Also if lande bee given to a woman in the taille, the remainder to an other in the taille, the remainder to the third in the taille, the remainder to the fourth in fee, and the wife taketh on husband, & the husband discontinue the land of his wife, by this discontinue all remainders be discontinued, for if the wife die without issue, they in se remainder shall have no remedy, but to sue their wives of Formesdon in the remainder when they come to their time &c. But if after such discontinue, estate be made to
the husband and his wife for term of their two lives, or for term of an other lyfe, or an other estate &c. for this, that this is a Remitter to the wife, this is a Remitter to all those in the remainder &c. For after this that the wife, that is in her Remitter, dieth without issue, they in the remainder may enter &c. with out any action or suit &c. In the same manner it is of them which have the reversion after such table &c.

Also, if a man let a house to a woman for term of her lyfe, saving the reversion to the lesseur, and after one such a faint and false action against the woman, and recovered the house against her by default, so that the woman may have against him a writ of Quod ei desforceat, after the nature of Westm. the second cap. 4. now is the reversion of the lessee discontinued, so that she may have no action of wast. But in this case if the woman take an husband, and he that recovered the house out of the husband and his wife for term of their two lives, the wife is in her Remitter by force of the first lease. And if the husband and the wife make wast, the first lesseur shall have against him a writ of wast for this, that in so much that the wife is in her Remitter, he is remitted to his reversion. But it seemeth in this case, if he that here commeth by the false action, will bring an other writte of wast against the husband and his wife, the husband hath no remedie against him,
him, but to make default at the great distress etc. And to cause the wife to bee recevued and to plede the matter against the second lessee, and to shew that the action by which he recou-nered was false and fayned in the law, and so the wife may barre etc.

Also if the husband discontinue the land of his wife, and after taketh estate to him and to his wife, and to the thirde man for termes of their lives, or in see, this is a Remitter to the woman but as to the moitie. And as for the other moiety it behoueth her after the death of her husband to sue a Cui in vita.

Also if the husband discontinue the land of his wife, and go over the see, and the discon-inue set the same land to the woman for termes of life, and deliver to her seyfion, and after the husband commeth and agreeeth to that livery of seyfion, this is a remitter to the woman, and yet if the woman had beene sole at that tyne of her lease made to her, this should bee to her a Remitter, but in so much as she was couert baron, at the time of the lease, and the liuerie of seyfion made to her, though that she only take the liuery of seyfion, this was a Remitter to her, because a woman couert that be adiudged as an infant within age in such case etc. En-quire in this case if the husband when he com-meth againe will disagree to the lease and liuery of seyfion made to his wife in his absence, if this shal put the woman from her Remitter.

Also if the husband discontinue the tene-
Remitter.

ments of his wife, and the discontinuee is dis-teleised, and after the disleision leteth the said
tenements to the husband & his wife for terms of life, this is a remitter to the wife, but if the
husband and the wife were of couneyl or consent
that the disleision should be made, then it is not
Remitter to the wife, because she is a disleision
foreselle. But if the husband were of couneyl or
consent to the disleision and not the wife, then
such lease made to the wife is a Remitter, be-cause that no defult was in the wife.

Also, if such a discontinuee had made estate of freehold to the husband and the wife, made
by indenture upon condition, s. referuing to
the discontinuee a certain rent, and for default of payment a reentre, and because that the rent
is behind the discontinuee, entreteth, of this rent
the woman that have assise of novel disleision, af-
ter the death of her husband against it discon-continue, because that the condition was wholly
adnulled, in so much as the woman was in her
remitter, yet the husband with his wife could not have assise because the husband is stopped.

Also, if the husband discontinue the tene-
ments of his wife, and taketh estate againe for terms of his life, the remainder after his decease to his wife for terms of her life, in this case this is no Remitter to the wife du-
ring the life of her husband, because that during the life of the husband, the wife hath nothing in freehold, but if in this case the wife outlive the husband, this is a Remitter to
to the wise, because that a freehold in lawe is fallen upon her mauger her will, & in so much that she can have no action against none other person, and against her selfe shee can have no action, therefore she is in her Remitter, for in this case though that the woman enter not the tenements, yet a stranger that hath cause to have action may sue his action against the woman of the same tenements, because she is tenant in law, though shee be not tenant in deede, for tenant of franktenement in deede is he, that if he be disseised of franktenement may have Allise, but the tenant in the lawe before his ente shall have no allise, & if a man seised in fee of certaine land hath issue a sonne which takest a wife, and the father dieth seised, and after the sonne dieth before any entre made by him into the land, the wife of the sonne shall be endowed in the land, & yet he had no franktenement in deede, but he had a fee & a franktenement in law, & so note well & a Præcipe quod reddat may be as well maintained against him that hath the franktenement in law, as against him that hath franktenement in deede.

Also if a tenant in the talle have issue two sonnes of full age, and hee leteth the tailed lande to the elder sonne for terme of his life, the remainder to the yonger sonne for terme of his life, and after the tenant in the talle dieth. In this case the elder son is not in his remitter, because he tooke estate of his father, but if the elder sonne die without issue of his body, then this
Remitter.

This is a remitter of younger brother, because he is heire in the tale, and a franktenement in law is fallen upon him by foize of the remainder, and there is none against whom he may sue his actio &c. In same manner it is where a man is discrete, and the discrete dieth thereof, and the tenements descend to his heire, and the heire of the discrete maketh a lease to a man of the said tenements fo2 terme of life, the remainder to the discrete fo2 terme of life 02 in tale, 02 in fee, and the tesaunte fo2 terme of life dieth, now this is a Remitter to the discrete &c. Causa qua supra.

Also if a tenant in the tale ensette his sonne and an other of the tyed land in fee, and liuerie of feelin is made to the other according to the deede, the sonne not knowing thereof, no2 agreeing to the seoffement, and after he that tooke the liuerie of feelin dieth, and the sonne occupieth not the land, no2 taketh any profit of the lande during the life of his father, and after the father dieth, now this is a Remitter to the sonne, because the freehold is fallen upon him by the suruiuo2, and no default was in him, because he never agreed &c. in the life of his father, and there is none against who he may pursue his writ of Formedone &c. For if a man be discrete of certaine land, and the discrete maketh a deed of seoffement, whereof he encoffeth B.C. and D. and the liuerie of feelin is made to B. and C. but D. was not at the liuerie of feelin, no2 never agreed
agreed to the feoffment, no

take
the profits &c. And after B. & C. die, and D. overluieth them, and the disseisee bringeth his
writ for disseisin in the Per, against § same D.
he shall shew all the matter, and how that he
never agreed to the feoffment, and so he shall
discharge himselfe of damages, so that the de-
mander shall recover no damage against him,
though that he be tenant of franktenement of
the land. And yet the statute of Gloucester wil,
that the disseisee shall recover damage in a writ
of entre, grounded upon the nouvel disseisin a-
gainst him that is found tenant. And this is a
noose in the other case, that in so much as the
issue in the title commeth to the franktenement
not by his deed, no; by his agreement, but af-
ter the death of his father, this is a Remitter
to him; in so much that he can sue an action of
formedon against none other person.

Also if an Abbot alien the land of his house
to another in fee, and the aliente by his deed
charge the land with a rent charge in fee §
after the aliente enfeoffeth the Abbot with li-
tence, to have and to holde to the Abbot and
his successours for ever, and after the Abbot
dieth, and another is chosen and made Abbot:
In this case the Abbot that is successors & his
reuent be in their Remitter, and shall hold the
land discharged, because that the same Abbot
cannot have an action by his writ of Entre
fine assensu Capituli, of the same lands against
none other person. In the same manner it is
where
where a Bishop or dean, or other such person alien &c. without alien &c. And after the Bishop takeeth estate againe of the same lande by licence to him, and to his successors, and after the Bishop dieth, his successor is in his Remitter as in the right of his church, and shall defeat the charge &c. Causa qua supra.

Also, if a man sue a false action against tenant in the talle, as if a man will sue against him a writ of entre in the Post supposing by his writ that the tenant in the talle had not his entre but by A. of B. that diseised the grand father of the demandant, and that is false, and he recovereth against the tenant in the talle by default, and sueth execution, and after the tenant in the talle dieth, his issue may have a writ of Formerdon against him that recouered, and if hee will pleade the recovery against the tenant in the talle, the issue may say, that the said A. of B. diseised not the grand father of him that recouered in such manner as his writ supposeth, and so he shall satisfy his recovery. Also, suppose that that was true, that the said A. of B. diseised the grand father of the demandant that recouered, and that after the diseisn the demandant of his father, or his grand father by a deed had released to the tenant in the talle, all the right that he had in the land &c. And this notwithstanding he sueith his writte of entre in the Post against the tenant in the talle, in the manner as is aforesaid, and the tenant in the talle
Rermitter.

Raple pleadeth to him, that the said A. of B. disseleth not his grandofather, as his wile supposeth: and upon this they be at issue, and the issue is founde for the demaundant, whereby he hath judgement to recover and sueth execution, and after the Tenaunt in the tagle dyed, his issue may haue a wriete of Formedon agaynst him that recovered. And if he wil plead the recovery by action tried against his Father tenuant in the tagle, then he may shew and plead the release made to his Father, and so the action that was sued was faint in the law se.

And it seemeth that faint action is as much to say in English, as fayned action that is to say, such action, that though the words of his wite be true, yet for certaine causes hee hath no cause no title by the lawe to recover by the same action. And false action is, where the words of the wite be false: and in the twoo cases before saide, if the case were such that after such a recoverie and execution thereof made, the tenant in the tagle had disseysed him that recovered, and thereof died seised, whereby the lande also descende into his issue, this is a remitter to the issue, and the issue is in by force of the tagle: and for that cause I haue put these twoo cases asoresayd, to in- fourme thee (my sonne) that the issue in the tagle by force of a dissent made to him after a recoverie and execution thereof made against his auncelser, may be as well in his remitter, as
as he should be by descent made to him after a discontinuance made by his ancestor of the tailed land by sequestration in the country, or otherwise.

Also, in the same case aforesaid, if the case were such, that after the demandant had judgment to recover against the tenant in tail, and the same tenant in the tail died before any execution had against him, whereby the tenements descend to his issue, and he that recovered sued a Scire facias to have execution of the judgement against the issue in the tail, the issue shall plead the matter, as before is said, and so shall prove that the recovery was false or faint in the law, and so shall barre him to have execution of the judgement &c.

Also, if the tenant in the tail discontinue the tail and die, and his issue bringeth a writ of Formedon against the discontinuance being tenant of the freehold of the land, & the discontinuance pleadeth that he is no tenant, but otherwise disclaimeth from the tenancy in the land: in this case the judgement shall be, that the tenant goeth without day, & after such judgement the issue in the tail is demandant may well enter in the land, notwithstanding the discontinuance. And by such entry he shall be adjudged in his Remitter, & the cause is, because that if any man sue a Praecipe quod red. against any tenant of freehold, in which action the demandant shall not recover damages, and the tenant pleaded not Norennure, but otherwise disclaimeth
meth in the tenancy, the demandant may not auerre in the writ, that he is tenant as the writ supposeth. And soz that cause the demandant after that the judgement is given, that the tenant shall goe without day, may enter into the tenements demanded, the which shall be as great advantage to him in the law, as if he had judgement to recover against the tenant. And by such entre bee is in the Remitter by force of the tate: but where the demandant recovereth dammages against the tenant, there the demandant may auerre that he is tenant as the writ supposeth, and that for the advantage of the demandant soz to recover his damages, or els he shall not receive his damages the which dammages be oz were giuen him by the law.

Also, if a man be diseised, and the disees four die his heire being in by discent, now the entre of the diseesee is taken away. And if the diseesee bying his writ of entre upon the diseet:in in the Per against the heire, & the heire disclameth in the tenancy &c. the demandant may auerre his writ that he is tenant as the writ supposeth if he will, soz to recover his damages. But yet if he will leave the auerment &c. he may lawfully enter into the lad, because of the disclamer notwithstanding that his entre before was taken away. And that was adjudged before my Master Dr Robert Danby late chiefe Justice of the common place, and his Companions. 5. E. 4. fol. 1. 45.

Also
Also, where the entre of a man is lawfull, though that hee take estate to him when he is of full age for terme of life, or in taille, or in fee, this is a Remitter to him, if such taking of estate bee not by deed indented, or by mater of record that shall conclude, or stop him: for if a man be disseised, if thereof takest estate of the disseisors without deed, or by deed Poll, that is a good Remitter of the disseisee. Also, if a man let land for terme of life to another which alieneth to another in fee, if the alienor makest estate to his leseo, this is a remitter to the lesseo, because his entre was lawfull. Also, if a man be disseised, and the disseisor letteth the land to the disseisee by deed Poll, or without deed for terme of yeeres, whereby the disseisee entreth, this entre is a Remitter to the disseisee: for in such case where the entre of a man is lawfull, a lease to made to him, though that he claimeth by wordes in the country, that he hath estate by force of such lease, or saith openly that he claimeth nothing in the land, but by force of such lease, yet this is a Remitter to him, for such claimeth in the country is nothing to purpose: but if he claimeth in a court of Record that he hath estate but by force of such lease and not otherwise, then he is concluded &c. Also, if two jointenantes seised of certaine land in fee, the one being of full age, the other within age be disseised, and the disseisor dieth seised, and his issue entreth, the one of the
tontenants being then within age, and after
that he commeth to sui age, the heire of the dis-
leisso; leteth the land to the same tontenants
for terme of their lives, this is a Remitter as
to the halfe to him that was within age, be-
cause that he is seised of the moiety that beongs
geth to him in fee, because his entre was law-
sul. But the other tontenant hath in the other
halfe but estate for terme of life by force of the
lease, because his entre was taken away &c.

Warrantie.

IT is commonly said that there be three ma-
er of warranties, that is to say, warranty
lineall, warranty collateral, and warranty
that beginmeth by disseisin. And it is to wete
that before the statute of Gloucester all war-
ranties which descended to them which were
heires to them that made the warranty, were
bars to the same heires to demand any lands
or tenements against those warranties, except
the warranties that began by disseisin, for such
warranty was yeuer bar to the heire because
the warranty began by wrong, that is to say,
by disseisin.

Warranty that beginmeth by disseisin is in
such forme: as where there is father & sonne,
& the sonne doth purchase land &c. and leteth
the same land to his father for terme of yeres,
& the father by his deed thereof enfeofeth ano-
ther in fee, and bindeth him and his heires to
If the father die whereby the warranty descendeth to his son, this warranty shall not bar the son, for notwithstanding this warranty, the son may well enter into the land, or have an assise against the aliener if he will, because the warranty began by dissolution. For when father that had no estate but for term of years made a feoffment in fee, this was a dissolution to the son of the franktenement that then was in the son. In the same manner it is if the son let into the father the land to hold at will, and after the father maketh a feoffment with warranty &c. And as it is said of the father so may it be said of every other ancestor &c.

In the same manner it is if tenant by Eligit, tenant by statute merchant, or tenant by statute Staple, maketh a feoffment in fee with warranty &c, this shall not barre the heirs that ought to have the land because that such warranties begin by dissolution.

Also if a ward be in chivalry or warden in socage make a feoffment in fee, in fee tail, or for term of life with warranty &c. Such warranties be no bars to the heirs to whom the land shall descend, because that they begin by dissolution.

Also, if the father the sonne purchase certaine lands or tenements, to have and to hold to them jointly &c. and after the father alteneth the whole to another and bindeth him & his heirs to warranty &c. and after the father dieth, this warranty shall not barre the son of the moiety that belongeth to him of the same tenements.
nemets, because as to the moiety it belonged to the son, the warranty began by disseisin.

Also, if A. of B. be seized of a meale, and F. of G. hath no right to enter in the same meale claiming to hold the same meale to him and to his heires, enter into the same meale, but A. of B. then is continually dwelling in the same meale, in this case the possession of the franktenement shall be alway adjudged in A. of B. not in F. of G. because that in such case where two be in one meale, or in other tenements, if one claymeth by one title, and the other by an other title, the law shall adjudge him in possession hath right to have the possession of the same tenement. But in the case aforesaid if F. of G. make a seoffement to certain barretours and extortioners in the country for to have maintenance of them of the same meale by a deed of seoffement with warranty, by force of which the said A. of B. dare not dwell in the same meale, but goeth out of the same meale, this warranty beginneth by disseisin, because that such a seoffement was cause that the said A. of B. left the possession of the same meale.

Also, if a man that hath no right to enter in another's tenements, enter into the said tenements, and incontinently maketh a seoffement to other persons by his deed with warranty, and delivereth to them seisin, this warranty beginneth by disseisin, because that the disseisin and the seoffement were made as it were at one time. And that this is law, ye
Warranties may see it in a plie. Anno 31. Ed. 3. in a writ of Formedon in the reversion Garl. Fitz. 28.

Warranty lineall is where a man seised of certaine lands in fee makes a seoffement by his deed to another, and bindeth him and his heirs to warranty, and hath issue & dieth, and the warranty descendeth to his issue, this is a lineal warranty. And the cause why this is a lineall warranty, is not because the warranty descendeth from the father to his heire, but the cause is, because if no such deed be warranty had beene made by the father, then the right of the tenements should descend to the heire, and the heire should convey the descent from the father &c. For if there be father and sonne, and the sonne purchase tenements in fee, and the father disseiseth the sonne thereof and alieneth it to another in fee by his deed, and by the same deed bindeth him and his heires to warrant the same tenements and so forth, and the father dieth, now is the sonne barred to have the said tenements, for he may by no suite noz by anyother means have the said tenements, because of the said warranty. And that is a collateral warranty, and yet the warranty descendeth lineall from the father to the sonne. But because that if no such deed with warranty had beene made, the sonne in no manner might convey the title that he hath of the tenements from his father to him, in so much that his father had no estate noz right in the tenements, therefore...
foze such warranty is called collateral warranty: In so much that he that made the warranty is collateral to the title of the tenements, and that is as much to say, that hee to whom warranty descended, could not convey the title that he had in the tenements by him that made the warranty in this case, if no such warranty had bin made.

Also, if there be grandfathers, fathers, and sons, the grandfather is disseised, in whose possession the father releaseth by his deed with warranty &c. and dieth, and after the grandfather dieth, now is the sonne barred of the tenements by the warranty of his father, & this is called lineall warranty, because that if no such warranty had bin made, the sonne might not have conveyed the right of the tenements to him, nor shew how he is heire to the grand father, but by meanes of the father &c.

Also, if a ma have issue three sonses and is disseised, and the elder sonne releaseth to the disseised by his deed, with warranty &c. and dieth without issue, and after this the father dieth, this is a lineall warranty to the yonger sonne, because that though the elder sonne died in the life of the father, yet by possibilitie it might bee that he might convey to him the title of the land by his elder brother, if no such warranty had bin made: For it might be that after the death of the Father, the elder brother entred into the tenementes and died without issue, and then the yonger sonne shall convey
Warrantie.

to him the title by his elder brother. But in
this case, if the poiger son release with warrant
ry to the disl sewer, and dieth without issue, this
is a collateral warranty to the eldest sonne, be-
cause of such land as was to the other, the
er elder brother by no possiblitie might convey to
him the title by meanes of the yonger brother.

Also, if the tenant in the tail hath issue three
sonnes, and discontinue the tail in see, and the
middle sonne releaseth by his deede to the dis-
continuee, he bind him and his heires to warrant
the tenant in the tail die, and the middle dieth without issue, now is the
er elder sonne barred to have any recoverie by a
writ of Formedon, because that the warranty
of the middle brother is collateral to him, in so
much that he may by no manner convey to him
by force of the tailie any descant by the middle
brother, and therefore it is a collateral war-
ranty. But if in this case the elder brother die
without issue, now the yonger brother may
well have a Formedon in the descender, a recov-
er the same land, because that the warranty
of the middle brother is lineall to the yonger
brother, because it may be, that by possiblitie
the middle brother may be seyed by force of
the tailie after the death of his elder brother; then the yongest brother may convey his title
of descant by the middle brother &c.

Also, if the tenant in the tail discontinue the
tailie, he hath issue and die, and the yncle of the
issue release to the discontinuee with warrant
and
and die without issue, this is a collateral warrant to the issue in the tayle, because that the warrantie descendeth upon the issue, which cannot conveye himselfe to the tayle, by means of his uncle.

Also, if the tenant in the tayle hath issue two daughters and die, and the elder daughter entret into the whole, & thereof makeith a setlement in fee with warrantie, and after the elder daughter dieth without issue: In this case the pionger daughter is barred, as to the mottie, & as to the other half she is not barred, for as to the mottie that belongeth to the pionger daughter, she is barred, because that as to the mottie that belongeth to her, she cannot convey the descent by the meanses of her elder sister. And therefore as to the mottie, that is collateral warrantie, but as to the other mottie which belongeth to her elder sister, by the same elder sister the warranty is no barre to the pionger sister, because that she may convey her descent as to that mottie that belongeth to her elder, by the same elder sister: And so as to that mottie that belongeth to the elder sister, the warrantie as to that is lineall to the pionger sister.

And note well, that as to him that demandeth fee ample by any of his auncelsters, hee shalbe barred by lineall warranty which descendeth upon him, except it bee restrained by some statute, but he which demandeth fee take by a write of Formedon in the descender, shall not be barred by lineall warrantie, except he have
Warrantie.

have enough by descent in fee ample by the same anecestre that made the warrantie, but a collateral warrantie is a barre to him that demandeth fee, and also to him that demandeth fee ample, without any other descent of fee ample, except in cases that bee restrained by the statute, and other cases for certaine causes, as halbe said hereafter.

Also, if land be given to a man and to his heires of his bodie begotten, the which takeh a wife, and have issue a sonne betweene them, and the husband discontinueth the taile in fee, and dyeth, and after the wife releaseth to the discontinue in fee with warrantie and dieth, and the warrantie discenbeth to the sonne, this is a collateral warrantie. But if tenements be given to the husband and the wife, and to the heires of their two bodies begotten, which have issue a sonne, & the husband discontinueth the taile, & dieth, and after the wife releaseth with warrantie & dieth, this warrantie is but a lineal warrantie to the son, & the sonne that not bee barred in this case to sue his writ of Formedon, except he have enough by descent in fee ample by his mother, because that their issu in a writ of Formedon ought to convey to him the right as heire to his father and to his mother of their two bodies begotten, by some of the gift. And so in such case the warrantie of the father, and the warrantie of the mother, he but as lineal warranties to the heire sc. And note well, & in every case where a man demandeth
Warrantie.

Weth tenements in fee tailie by a writ of Formedon, if any of the tithe in the taitle that hath possession o; that hath possession, make a war- ranty &c. if he that witt the writ of Formedon might by any possibility by matter that might be in deed convey to him by him that made the warranty by the some of the gift. This is a fineall warranty, and not collateral.

Also, if a man have issue three sonsnes, and he giueth land to the eldest sone, to have and to holde to him and to the heires of his body begotten, and for default of such issue the remainder to the middle sone, to him, and to the heires of his body begotten, and for default of such issue the remainder to the youngest sone, and to his heires of his body begotten, in this case if the eldest sone discontinue the taitle in fee, and blinde him, and his heires to warran- ty, and die without issue, this is a collateral warranty to the middle sone, and he shall be barred to demand the same lande by force of the remainder, because that the remainder is his title, and his eldest brother is collateral to the title which beginneth by force of the re- mainder.

In the same maner it is if the middle sone had the same lande by force of the remainder, because that his eldest brother made no discons- tinuance, but dieth without issue of his body, and after the middle sone maketh a discon- tinuance with warranty &c. and dieth with- out issue, this is a collateral warranty to the youngest
Warranties

Also, if the father give lande to his elder sonne, to haue and to holde to him and to his heires males of his body begotte, the remainder to the second sonne &c., if the eldest brother alien in see with warranty &c., and hath issue female & dieth without issue male, this is not a collateral warranty to the second sonne, nor shall not hurt him of his action by Formedon in the remainder, because that the warranty descendeth to the daughter of the eldest sonne, and not to the second sonne. For every warranty that descendeth, descendeth to him that is heire unto him which made the warranty by the common law &c.

Also, if land be given to a man and to his heires males of his body begotten, and for default of such issue the remainder thereof to his heires females of his body begotten, and after the donee in the table makes a seoffement in see with warranty according, and hath issue a sonne & a daughter and dieth, this warranty is but a lineal warranty to the sonne, to demand by writte of Formedone in the descend.
Warrantie.  135

cendye. And it is but lineall to the daughter to
demauand the same land by witt of Formedon
in the remainder, if her brother die without
heire male, because that shee claimeth as heire
female of the body of her father begotten. But
in this case if her brother in his life release to
the discontinue with warranty sc. and after
die without issue, this is a collaterall warnan-
ty to the Daughter, because that shee cannot
convey to her the right that she had by force of
the remainder by any meanes of discents by her
brother, and therefore the brother is collateral
to the title of his Alter, and therefore his war-
ranty is collaterall sc.

Also, I have heard say that in the time of
king Richard the second, there was a Justice
in the common place dwelling in Kent, called
Rickhil, that had issue divers somes; and his
intent was, that his eldest sonne should have
certaine lands to him and to his heires of his
body begotten, and for default of issue, the re-
mainder to his second Sonne and so foorth,
and so the third sonne sc. and because that he
would that none of his sonnes should alien or
make warranty for to barre or to hurt the o-
other that should bee in the remainder sc. He
causeth to be made an indenture to such effect,
that is to say, that the landes and tenements
were given to his eldest Sonne bypon this
condition, that if the eldest sonne aliened in fee
or in fee taille sc. or any of his sons aliened sc.
that then their estate should cease & should be
void
Warrantie.

holden, and that then the said landes or tenements immediately should remaine to the second son, and to the heires of his body begotten, and that upon the same condition, s that if the second son alien &c. that then his estate should cease, & that then the same landes & tenements should remain to the third some, and to the heires of his body begotten &c. the remainder to other of his sons, & livery of seisin was made according. But it seemeth by reason that all such remainders in the some before said be hold, and of no balew, and that for three causes. One cause is because every remainder that beginneth by a deed, it behoueth that the remainder be in him to whom the remainder is taile by force of the same deed, when the livery of seisin is made to him that hath the franktenement.

And such remainder was not to the second some at the time of livery of seisin in the case before said &c.

The second cause is, if the first Sonne alien the tenements in se, then is the franktenement and the se ample in the alience and in none other, and if the donour had any reversion by such alienation, the reversion is discontined, then though that by some reason it may be that such remainder shall beginne his being and his growing immediately after such alienation made to a straunger, that hath by the same alienation franktenement and se ample, and also if such remainder should be
be good, then might he enter upon the alienee where he had no manner of right before such alienation, which should be inconvenient. The 3 cause is, when the condition is such that if the eldest son alien estate that shall be void, then after such alienation may the donz enter by force of such condition as it seemeth, and to the donz or his heirs in such case ought more sooner to have land, then the second son that hath no right before such alienation, and so it seemeth that such remainder in the case aforesaid be void.

Also, at the common law before the Statute of Gloucester, if the tenant by curtelie had aliened in fee with warrantie accoignant, after his decease this was a barre to the heir as it appeareth by the wordes of the same Statute: But it is remedied by the same Statute that the warranty of the tenant by the curtelie shall bee no barre to the heir, except hee have enough by descent by the tenant by the curtelie, for before the said Statute that was a collateral warranty to the heir, because she could not convey any title of descent to the tenements by the tenant by the curtelie, but only by his mother or other of his ancestors, and that is the cause why it was collateral warranty. But if a man enheriter, take a wife, which have issue a sonne betwixtene them and the father dieth, the sonne entret into the land, and endoweth his mother, and after his mother alieneth that that shee hath in her dower
Warrantie.

dower to another in fee, with warranty according, and after death, and the warranty descendent to the same, now the same shall be barred to demand the same land because of the said warranty, because that such collateral warranty of tenant in dower is not remedied by any statute. The same law is where tenant for term of life makes an alienation with warranty &c. and death, and the warranty descendent to him that had the reversion of the remainder &c. they shall be barred by such warranty &c.

Also, in the said case if it so were, that when the tenant in dower alieneth &c. the heire was within age, and also at that time that the warranty descendent upon him, he was within age, in this case the heir may after enter upon the alienation notwithstanding the warranty descendent &c. because that no laches shall be adjudged in the heire within age, that he entered not upon the alienation in the life of the tenant in dower, but if the heire was within age at the time of the alienation, and after he came to full age in the life of the tenant in dower, and so being of full age, he entered not in the life of the tenant in dower, and after the tenant in dower dieth, there pereadventure the heire shall be barred by such warranty because it shall be accounted his folly that he being of full age, entered not in the life of the tenant in dower &c.

Also, it is spoken in the end of the said statute
Warrantie.

Statute of Gloucester, that speaketh of the alienation with warranty made by the tenant by the curtesy in such case.

Also, in the same manner the heire of the woman after the death of his father and mother shall not be barred of action, if he demand the heritage or marriage of his mother by a writ of entrance that his father aliened in the time of his mother, whereof no fine is levied in the kings court &c. And so by force of the same statute if the husband of the wife alien the heritage or marriage of his wife in fee with warranty &c. by his deed in the country, this is cleere law that this warranty shal not bar the heire, except he have enouogh by discet &c. But the doubt is, if that the husband alien the heritage of his wife by fine levied in the Kings courts with warranty &c. if this shal barre the heire without any descent in value &c. And as to that I will say here certaine reasons that I have heard say in this matter. I heard my master Dr Richard Newton late chief Justice of the common place say once in the same place that such warranty that the baron maketh by fine levied in the kings Court, shall barre the heire, though that he have nothing by descent, because the statute saith, whereof no fine is levied in the kings court &c. And so by his opinion, this warranty by fine &c. abideth yet a collateral warranty, as it was at the common law not remedied by the said statute, because that the said statute accepteth the alienation
nation by fine with warranty. And some other have said & yet say the contrary, & this is their proosse, that as by the same chapter of the said statute is ordained, that the warranty of the tenant by the curtelie shall not barre the heir, except he have enough by descent &c. though that the tenant by the curtelie leue a fine of the same lands with warranty &c. as strongly as he can, yet this warranty shall not barre the heir, except he have allots or enough by descent &c. And I beleue that this is law, and therefore they say, that it should be unconstant to understand the statute in such forme that a man hath not but in the right of his wife, may by fine leued by himselfe of the tenements that he hath but in right of his wife with warranty &c. barre the heir of the said tenements without descent of the fee simple &c. where the tenant by the curtelie cannot do it. But they have said, that the statute shall be understood after this forme, that is to say, where the statute speaketh, whereof no fine, is leued in the Kings Court, that is to say, whereof no lawfull fine is rightfully leued in the same Kings Court, and that is, whereof no fine of the husband and his wife is leued in the kings court, for at the time of the making of the said statute, every estate of lands or tenements that any man or woman had that should descende to his heir, was fee simple without condition or upon condition in deed or in Law. And because that such fine then might
might lawfully have been used by the husband and his wife, and that if the heirs of the husband warrant etc., such warrant shall bar the heirs etc.

And so they say that this is the understanding of the said statute, for if the husband and the wife made a sequestration in fee by deed in the country, the heir after the decease of the husband and the wife shall have a writ of Entrem curtui in vita etc., notwithstanding the warrant of the husband: Then if no such exception was made in the statute of the fine leued etc., then the heir should have the writ of Entrem etc., notwithstanding the fine leued by the husband and the wife, because that the words of the statute before the excepton of the fine leued etc., be generally etc., that is to say, that the heir of the woman after the death of her husband and the wife, shall not be barred of action, if she demand the heritage or the marriage of his mother by a writ of Entrem, that his father aliented in the time of his mother, and so it should be in the case of the statute, except such words were, that is to say, whereas no fine is leued in the king's Court: and so they say, that this is to be understood, whereas no fine by the husband and the wife is leued in the king's Court, the which is lawfully leued in such case: for if the Justices have knowledge of a male hath nothing but in right of his wife, will levy a fine in his name only, they will not, nor ought not to take such fine to be leued by the husband.
Warrantie.

husband only without naming the wife, therefore inquire of this matter.

Also, it is to wit, that in such words where the heire demandeth the heritage of his mother, this word (where) is a disfunction, and is as much to say, if the heire demand the heritage of his mother, that is to be understood the tenements that his mother had in fee simple by descent, or by purchase, or if the heire demand the marriage of his mother, that is to say, the tenements that were given unto his mother in frankmarriage.

Also, where it is moved in divers deeds these words in Latine, Ego & hæred, mei & c. warrantisabimus, & in perpetuum defendemus, it is to see what effect hath that word Defendemus in such deeds: if it seemeth that it hath not the effect of warrantise, noz comprehendeth any clause of warrantise, for it should be so if it taketh effect of cause of warrantise, then it should be put in some fines levied in kings Court. And a man never saw that this word Defendemus was in line, but only this word Warrantizabimus, by which it seemeth that this be Warrantizabo maketh warranty, and is the cause of warrantise, and none other word in our law.

Also, if Tenant in the tale be seised of tenements devisable by testament after the custom, and the Tenant in the tale alieneth the tenements to his brother in fee, and hath issue and dieth, and after his brother deviseth
by his testament § same tenements to another
in fee, & bindeth him and his heires to warra-
tifice §c, and dieth without issue, it seemeth that
this warranty shall not barre the issue in the
tale, if he will sue his witt of Formedon, be-
cause that the warranty descended not to the
issue in the tale, in so much as the uncle of the
issue was not bound by force of the same war-
 ranty in his life. And the cause § he could not
warrant § land in his life, is in so much that
the devisfe could not take any execution or ef-
fect but after his decease, § in so much that the
uncle in his life was not holde to warranty,
such warranty may not descend from him to
§ issue in the tale &c. for nothing may descend
from the auncello to his heire, but the same
that was in the auncello. Also a warranty
may not go after the nature of tenements by
custome, but onely after the forme of § comon
law. For if tenant in tail be seised of tenements
in bozough english, where the custome is, that
all tenements of the same bozough, ought to
discend to the pongest son, § he disconinucuth
the tale with warranty &c, and hath issue §
sons § dieth seised of other lands § tenements
in the same bozough in fee ample to the nalew
and more of the tenements tailed &c, yet the
pongest sonne that have a Formedon of the te-
nelments tayled, and shall not be barred by the
warrantise of his father, though inough to
him descended in fee ample from the same fa-
ther after the custome, for this that the war-
rantise
Warrantie.

Warrant ye descent of the elder or other that is in full life &c. and not upon the youngest son, in the same manner it is of collateral warranty made of such tenements where the warranty descends to the elder sonne &c. this shall not barre the yonger son &c. In the same manner it is of tenements in the Shire of Kent, which is called Saelkinds, the which tenements be departable amonge his brethren &c. after the custom &c. if any such warranty be made by their auncestors &c. such warranty descends all onely to the heire & is heire by the common law, & not to all the heires which are heires of such tenements after the custom &c.

Also, if tenant in the tale have issue two daughters by divers venters and dieth, and the daughters enter, and a stranger disseiseth them of the same tenements, and one of the daughters releaseth by her deed to the disseisore at her right, and bindeth her and her heirs to warrantise and dieth without issue, in this case the after that suruiueth may well enter & quit out the disseisore of all the tenements, for this that such warrantise is no discontinuance, nor collateral warrantise to the after & suruiueth, for this that they be of halfe bloud, and the one may not be heire to the other after the common law. But otherwise it is where there be daughters of tenants in the tale by one venter.

Also, if tenant in the tale let tenements to another for term of life, the remainder to an other
other in fee, & the collateral auncelster confir-
meth the estate of the tenant fo2 terme of life, &
bindeth him and his heirs to warrant the
termo of life of the tenant fo2 terme of life & dieth
and the tenant in the tail hath issue and dieth,
now this issue is barred to aske the tenants by
wit of Formedon during the life of the tenant
fo2 terme of life, because of the collateral dis-
cent upon the issue in the tyme. But after the
decease of the tenant fo2 terme of life, the issue
that have a Formdon &c. And by this I have
heard a reason that this case shall prowe by an
other case, that is to say, if a man let his land
to another, to haue and to hold into him and
to his heirs fo2 terme of another's life, and the
lesseour dyeth, lyuing him to whose lyfe &c.
And a Stranger entret in the land, that the
heire of the lessee may put him out of this that
in the case next afozefaid, in so much that a ma
may binde him and his heirs to warrant to
the tenant fo2 terme of lyfe, all onely during
the life of the tenant fo2 terme of lyfe, and
the warrantie descendeth to the heire of him
that made the warrantie, the which warrant-
ifie is no warrantie of inheritance, but
all onely fo2 terme of anothers lyfe, by the
same reason where tenements bee lette to a
man, to have and to holde to him and to his
heires fo2 terme of another's lyfe, if the father
die, lyuing him to whose lyfe &c. his heire shall
have the tenementes lyuing him to whose
lyfe &c. Fo2 they haue, saide, that if a man grant

\[S 4\]
Warrantie.

an annuity to another, to have $ to take to him & to his heires for terme of another's life if the grantee die &c. That after his heire shall have the annuity during the life of him to whose life &c. Quære de ista materia &c.

But where such a lease or grant is made to a man and his heires for terme of yeeres, in this case the heire of the lessee & the grantee shall neuer haue after the death of the lessee or the grantee that, that is so leeten or granted, for this that it is a chattel real, and all chattels reais by the common law, shall come to the executoys of the grantee or the lessee, & not to the heire &c.

Also in some cases it may be, that howbeit that a collateral warrantie be made in see &c., yet such warrantie may be defeated and aniented. As the tenant in the taile discontinues the taile in see, & the discontinuus is displeased, & the brother of the tenant in the taile releaseth by his deed to the disseisor at his right &c., with warrantie in see, and dieth without issue, and the tenant in the taile hath issue & dieth, now the issue is barred of his action by force of the collateral warrantie descending upon him, but if after this the discontinuus enter by the disseisour, then may the heire in the taile have his action of Formeton &c. for this that the warrantie is aniented & defeated. For when the warrantie is made unto a man upon any estate that then he had, if the estate be defeated, the warrantie is defeated.
In the same manner it is if the discontinue make a seissetment in fee referring to him certain rent, & for default of payment a reentre &c, & a collateral auncleseter releasteth to the seettee his estate upon condition &c. if dieth without issue, though that the warranty descended upon the issue in the tail, yet if after the rent he behind, and the discontinue entereth into the lad &c then the issue in the tail shall have his recovery by a writ of Formedon, for this if the warranty collateral is defeated. And so if any such collateral warranty be pleaded against the issue in the tail in his actio of Formedon, he may shewe the matter as is aforesaid, how the warrantee is defeated, and so he may well maintain his action.

Also if a tenant in the tail make a seissetment to his uncle, & after his uncle makes a seissetment in fee with warranty &c to another, & after the seettee of the uncle enforceeth against the uncle in fee, & after the uncle enforceeth a stranger in fee without warranty &c dieth without issue, & the tenant in the tail will bring his writ of Formedon against the stranger that was last seettee, & that by the uncle, in this case the issue shall never be barred by the warranty if was made by the uncle of the said first seettee of his uncle, for this that the said warrantee was defeated & anisted, for this that the uncle tooke again to him as great estate of his said first seettee to whom the warrantee was made, as the same seettee had of him. And the cause why the warrantie
Warranties

Warranties is ancieted in this case, is this, that is to say, that if the warrantee were in his force, then the uncle shall warrant a fee simple unto himselfe, y may not be, but if the feessor made estate to the uncle for term of life oz in fee tail, saving the reversion unto him sc. O2 that he made a gift in the tail to the uncle, oz a lease for term of life, y remainder ouer sc. In this the warrantee is not all beterly ancieted, but it is put in suspence during the estate that the uncle had, oz after this that the uncle is dead without issue, then he in the reversion, oz he in the remainder shall barre the issue in the tail of his witt of Formdon by the collateral warrantee in such case sc. But otherwise it is where the uncle had as great estate in the land by the feessor to whom the warrantee was made as the feessor had of him sc.

Also if the uncle after such settlement made with warrantee, oz a release made by him is warrantee be attaint of felony, oz outlawed of felony, such collateral warranty shall not barre no2 greeue the issue in the tail, oz this that by the attainer of felony, the blood is corrupt betweene them sc.

Also, if tenant in the tail be disleised, and after maketh a release to the disleisoz is warrantee in fee, and after the tenant in the tail is attaint oz outlawed of felony, and hath issue and dieth, in this case the issue in the tail may enter upon the disleisour.

And the cause is for this, y nothing maketh dis-
discontinuance in this case but the warranty, & the warranty may not descend to the issue in the tail, for this that the blood is corrupt between him & made the warranty & the issue in the tail, for the warranty alway abideth at the common law, and the common lawe is such that when a man is outlawed or attainder of felony, which outlawry & or attainder in the law, that the blood betweene him and his sonne and all other which should bee said his heirs is corrupt, so nothing by descent may descen to any & may be his heire by the common lawe; that wife of such a man that is so attainder that never be indowed in the tenements of her husband so attainder &c. And & cause is, because men should more eschew to do felony &c. But the issue in the tail, as to the tenements taked, is not in such case barred, because he is in heritable by force of the statute, and not by the course of the common lawe. And therefore such attainder of his father or his ancestor in the tail &c. shall not put him out of his right, that he should have by force of the tail.

Also, if tenant in the tail enfeoffs his uncle which enfeoffs another with warranty &c. if after the seoffee by his deed release to the uncle all manner of warranty, or all manner of covenants reals, or all manner of demaunds, by such release the warranty is extinct. And if the warranty in such case be pleaded against the heire in the tail that bringeth his wife of Formedone to barre the heire of his
Warrantie,
his action, if the heire haue and plede the said 
release &c, he shall defeate the plee in barre &c. 
and many other causes and matters, there be 
whereby a man may defeate warranties. 
And it is to witte, that in the same manner 
as collaterall warranty may be defeated by 
matter in deed or in law, in the same manner 
may lineal warranty be defeated &c. For if the 
heire in the tale bying a writ of Formedone, 
and a lineall warranty of his aunceller inher- 
itable by forse of the tale be pleaded against 
him with that the alslets to him descended of 
fee simple by the same aunceller that made the 
warranty, if the heire that is demaundant 
may adnul and defeate the warranty, this 
succifeth to him, for the discent of other te-
nements of fee simple make nothing 
to barre the heire without the 
warranty &c.

FINIS.
Here beginneth the Table of this present Booke.

Now have I made for thee my sonne three Bookes. The first is of Estates that men have of lands or tenements, that is to say.
Of Tenant in fee simple.
Tenant in fee tail.
Tenant in the tail after possibility of issue extinct.
Tenant by the curteze of England.
Tenant in Dower.
Tenant for terme of life.
Tenant for terme of yeeres.
Tenant at will by the common law.
Tenant at will by the custome of the manor.

The second Booke.

The second Booke is of homage.
Fealty.
Escuage.
Knights service.
Socage.
Frankalmoigne, or free almes.
Homage auncestrell.
Grand Sergeanty.
Petie Sergeanty.
Tenure in Burgage.
Tenure in Villenage.
Of three maner of rents, that is to say.
Rents service.
The Table.

Bent charge, and
Bent fecke.

And these two small booke have I made
for thee, for to understand better certain
chapters of the auncient Bookes of Tenures.

The third Booke.

The third Booke is of Parceyrs.
Of Jointenants.
Tenants in common.
Estates of landes or tenements upon condi-
tion.
Discents that take away Entries.
Continuall claime.
Releases.
Confirmations.
Attournements.
Remitters.
Of Garranties, that is to say.
Garranty lineall.
Garranty collaterall, and
Garranty that beginneth by disciple.

And know thou my sonne, that I will not
that thou beleue, that al that that I have said
in the said bookes is law, for that I not
take by me, nor presume: but of those things
that be not law, inquire and learne of my wise
masters learned in the law.

Notwithstanding, though that certaine
things that be noted and specified in the said
Bookes
The Table.

Bookes be not Lawe, yet such things shall make thee more apt and able to understand, and learne the Argumentes and the reasons of the law: For by the arguments and the reasons in the law, a man may more sooner come to the certaintie, and to the knowledge of the Law.

Lex plus laudatur quando ratione probatur.

FINIS.