This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world’s books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that’s often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book’s long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

+ **Make non-commercial use of the files** We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.

+ **Refrain from automated querying** Do not send automated queries of any sort to Google’s system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.

+ **Maintain attribution** The Google “watermark” you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.

+ **Keep it legal** Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can’t offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book’s appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google’s mission is to organize the world’s information and to make it universally accessible and useful. Google Book Search helps readers discover the world’s books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at [http://books.google.com/](http://books.google.com/)
SIR ROBERT BROOKE'S
NEW CASES
IN THE TIME OF HENRY VIII. EDWARD VI.
AND QUEEN MARY,
COLLECTED OUT OF BROOKE'S ABRIDGMENT AND
CHRONOLOGICALLY ARRANGED.

TOGETHER WITH
MARCH'S TRANSLATION OF
BROOKE'S NEW CASES
REDUCED ALPHABETICALLY UNDER THEIR PROPER HEADS
AND TITLES, WITH A TABLE OF THE
PRINCIPAL MATTERS.

LONDON:
STEVENS AND HAYNES,
BELL YARD, TEMPLE BAR.
1873.
ADVERTISEMENT.

In pursuance of our plan to reprint, in a handsome form, a Series of the Early Reports, that, by reason of antiquity or some other cause, have become rare, and in many instances impossible to procure, we now produce Bellewe’s Collection of Brooke’s New Cases, temp. Henry VIII., Edward VI., and Queen Mary, first published in 1578, seven years prior to Bellewe’s Cases, temp. Richard II.

Though compiled by Bellewe, there is no indication in the volume known and cited as “Brooke’s New Cases” that he was the author, but in the very quaint and interesting Epistle prefixed to the “Cases temp. Richard II.” Bellewe states that the favour extended to his Collection of Brooke’s New Cases prevailed with him to publish another volume.

For reasons given by Bellewe in the above
Advertisement.

mentioned Epistle, he compiled the two collections upon different systems, one under years, and the other under titles; but it would seem that the chronological arrangement was not so useful as the other, for March, in his translation of Brooke’s New Cases, has reduced them alphabetically under their proper heads and titles. Both the original and the translation having long been very scarce, and the mis-paging and other errors in March’s book making a new and corrected edition peculiarly desirable, we here reprint the two books in one volume, uniform with the preceding volumes of our series.

We have to acknowledge the valuable aid afforded us by Mr. Alfred Kingston, of the Public Record Office, and Honorary Secretary of the Camden Society, in reading the proof-sheets and superintending the progress of this work through the press.

Our warmest thanks are also due to Ralph D. M. Littler, Esq. Q.C., for kind permission to make use of any volumes we might require out of his valuable and most complete law library.

The Publishers.

February, 1873.
TASCVNS

Nouell cases de
les ans et temps le Roy,
H.8. Ed.6. et la Roygne Mary,
Escrie ex la grand Abridgement,
compose per Sir Robert
Brooke Chiuaer se.
la dispersse en les
Ttiles. Des icy
collect lub
ans.
(••)
ANNO DO.1578.

Inadibus Richardi
Tottelli.

Cum privilegio.
ASCVNS NOUELL CASES.

Anno sexto Henrici octaui in banco Regis Rotulo. 22.

OME recouer per def. vers inf. & linf. port bê derrour, & reuerse ceo pur fô nonage. Et econtra, fill vût appeare & perde per plea, ou per voucher, il ne ceo reuerfera per nonage. Brooke, Sauer del defaut 50.

<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2 C Nota quant est nul patron eou le prior est priet, &amp; e admet a ceo benefice demefi. Oiu lou mon aduoujon est alien en mortmayne, &amp; approper a vn meason de religion, Et similia : in ceux cases ieo poy auer Quare impedit, &amp; la plenarie p vij. mois nef plee. B. Plenery. 10.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Anno 15. Henrici octaui.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 C Nota q, dictum fuit pro lege, que taile pult estre de copy holde, &amp; q formedon pult gisfer de ceo in diised per protefiaæ, in nature de briefe Formedon en descender per copyholder.</td>
</tr>
</tbody>
</table>

briefe de formed in descendl al commen ley, et bone per omnes Justicë, car coënt q formedon in descendl ne faut done nisi per statute, vnë ore cëst bëe gyët al commen ley, et serra entende que ceo ad estre vn custëe la de tépore &c. et de dët recouera p aduise de toutes les Justices. B. Tenant per copie 24.

Ann 17. Henrici octauii.

4 Q Nota per opinionë curie, q si hoë soit nonsue in repleuine, et reë est agard, et le pl port briefe de seconde deliuerance, et sufferë ceo destre discontinue, reë irreplegialë serra ag. sibiencoe si le pl'i vst estre nonsue en le bëe de second deliuerance, B. Ret. de auers 37. Second deliuerance 15.


5 Q Roy done ët a I. S. et heredibus masculi suis. Et fuit adiuge p touts les Just. in Camera Scaccari q le graët est void, eo q le roy est deceiue en son graunt, car ceo founde in see simple, ou vt videtur le roy ne intend nisi estate taile, quel neft ëstint expresse, et ideo ore ne que tenant a volant. Et econtra in caju comunis pëone. B. Patents 104. Estates. 84.


6 Q Nota si felon ad pardon de pleder, et plede non culp, il pdra laduantage de son pardon, & ne ç pledra apres. B. Corone 199.

7 Q Court baron est incident al manner. Et court de pipowders al faire. Et fuit dit arguend, quod ideo le seignior del maner ou faire,
An. 20. Henrici viij.

faire, ne poet graunt ouster le court baron, ne le court de pipowders, Ou fils grät le manor oue le faïr, ils ne poient referue tielz courts, car font incidët &c. B. Incidents 34.

8 C Ou home est barre per faux verdët, et port attaint vs le prim ëi, nontenure neft plee, car il est priuye, Contë dën esfranger, come ou le tenaunt enfoffe esfranger puis. B. Nontenure 6.

An. 20. Henrici octaui.

9 C Det sur obligaëq oue conditio de per-forme tous couenaunts conteine in certein indentures, le def. ne poit plede le condiëq et rehërsë les couenaunts, et dire generalment que il ad perforemce tous les couenaunts, mes monstre comt, per Prenotar. B. Conditions 2.

10 C Si Labbe et couët doë toutz lour terres et possessiës a aët in fee, vncore le corpora-tion remayne, per Fitzh. Justice B. Extinguïshment 35.

11 C En attaynt nontenure neft plee pur priule al primer accion, contra pur esfranuer al primer action. (B. Nontenure 16) Et Dicitur q neft plee en attaint, adiff q le pl'en le attaint ad enter puis le darryne continuance. B. Nontenure 22.

13 C Nota per Justic, q si home graunt, proxima presentationem al A. et puis deuët auoydace graunt proximam presentationem eiufdem ecclesie a B. le secod graunt est void, car cee fuit graunt ouster p le grautour deuant. Et il nauera le seconde prejement, car le graut ne import cee. B. Presentation 52.

C Anno


15. C Home ad terre in vfe, dount part est tenus de A. per priorité, et le rest del roy p posteriority In chialrie, et deuy, le roy auera le garde del corps per son Prerogatiue, et per lestatute de 4. H. 7. que done le garde de ceftý que vfe, ou nul volont est declare, et p Prerogatiue magis. Tamé aliter dicitur de terre en vfu tenus del comun person, car le tenant en vfe ne deue seisse, et ideo extra cas. Preroga- tiue pur le terre. B. Prerogatiue. 29.

Anno 22. Henrici octauii.

16. C Nota per Fitziames et Engleshille Justices, si tenant in dower leffa pur ans rend rent et deuy, le leafe est void, & acceptace per lheire del rent ne voit faire le leafe bone, car fuit void deuañ. Contra de voidable leases. B. Acceptance 14.


18. C Dicebatur que Premunire serra mainte-nable per byll in banco Regis, coment que le partie ne soyt in custoñ mareJaCalli. (B. Byll 1.) Et fuit komen que plus clarke fueront arctes de
An. 22. 23. Henrici viij.

de responder al billes la, que ne fueront in
custodi marecalli, B. Premunire 1.

19 C Nota que nul poet faire proclama-
tion, mes per aučtoritye del Roy, ou Maiors,
et huistmodi, que oút pruilegede in Cities et
burroughes de ceo faire, ou ount vse ceo p
custome. Et sir Edmòd Knightly executor a
sir Willia Spencer fiṣt proclamations in certein
market villes q les creditors veignera per cer-
teine iour, et claima et prouera iour dets &c.
due p le testator, et pur ceo q il ceo fiṣt sans
aučtoritie, il fuit cómit al Fleet, et mise a vn
fine. B. Proclamation. 10.

20 C Home ne pledra record, nisi fuerit in
ead curia vbi recordum illud remanet, suam
monstre le recorde exemplifie sub magno sigillo
Anglie, fil soit denie, car doit vener in Canc.
per Cerciorare, et la deſte exemplifie sub magno
sigillo, Car si soit exemplifie sub sigillo de com-
muni banco, Scaccario, vel hìdi, ceux ne sount
nisi evidente al iurie. B. Recorde. 65.

21 C Dicitur pro lege que nul poòt trauerſe
nisi il fait title a mesme le terre in les premiſſes,
ou parcloſe de fon trauerſe. B. Trauerſe do-
ſlice 48.

23 C Nota q al feſſions a Newgate home
fuit iudge deſte pende, et liuer al viſ a faire
execution, et puis eſcape & sua al eſglife.
Et auoit le pruilegede de ceo. B. Corone 110.
in fine.


23 C En aſſion fur leſſtatute de Anno H. 8

Son frankt nul
plees en acc fur

vbi
An. 23. Henrici viij.

lefftat de 8. H. 6. ou 5. R. 2

vbi ingressus nō datur per legem. Non ing-
gressus est contra formam statuti, est bone plee,
Mes fon franketenement neeft plee. Vt dicitur
per Sherwood & alios. B. Accion sur lestratut 40.

24 C Fuit dit que seignior de manour ne
poit tener court, ne faire iustice saeux deux futors,
et sile deuie, ou q ne soit nisy vn futor, le
manour est determine, car neft manor saeux
futors. B. Court baron 22 in fine.

25 C Home recoù rent & arrerages p affise,
Ou sil recoù annuitie et arrerages de ceo en
briefe annuitie, le def. deuie, le pleintife port
scire faq q fus lheire, il nauera fon age del
arrerages, car ceux font reals, et parcel del rent,
on annuitie. Mes si le judgement doit del
arrerages et damages, la il aia. s. age (B. Age
50) Et ou il recouer en briefe annuitie ou
affise comme deuant, Ou ad auowe pur rent que
est franketenement, et recouer les arrerages
sauns costes & damages, il nauera action
det de ceo, mes scir facias, car est real.
Mes ou il ad judgement de ceo oue costes &
damages queux va ensemble issint q soif mixt
oue le personahte, donques gyst briefe de dette
vers lheire del arrerages et damages (Et hoc
B. penfe in default del execuc') per Curiam. B.
Det 212. & Age 50.

26 C Per Fitzb. & Curiam, ou briefe
derrour fuit fue de remouer record extra com-
umen bancum in bancum regis, enter vn
Abbe & I. N. le garrantie dattourney vary en
le rolle en le nofme Labbe, & fuit amend puis
judgement. Et sile ne vissent ceo amendes, ils
disjouent que ceux del banke le roy voyent ceo
amender. B. Amendment 85. en fine.

27 C Dictum
27 *Dictum fuit pro lege, Si A. leßa le
terre de I. N. a moy pur ans, rend rent, le
leſſee enſi, & paya le rent al leſſor, le leſſor
est diſſeſy, car cee counteruault vn com-
mandement dentre. Et ceſty que commandé
est diſſeſy, quod nota per ſon voide ſeſe.
B. Diſſeſy. 77.

28 *Nota per Fitzb. et Curiam, fi home
recouer en briefe dannuítie, il auera ſeri facias
del arrerages encurre deſis lan, et ſcire facias
puis, cy toſt que lannuity est arrere, & nun-
quam briefe dannuity arrere, car est executorie.
Et eadem lex de acce, & judgement sur com-
position que est executorie de tempore in ſeptus,
et huſſiſmodi. Et in cheſctun ſcire facias, en q
il recouer puis le primer judgement, il auera
execution de arrerages deſis lan per ſeri
facias, car cheſctun est foundue sur le judge-
ment. B. Executions. 119. ſcire facias.

29 *Fuit notiūe per Fitzber. et auters,
que en action de det vers execut An. 34. H. 6.
sur obligatiō lour teſtaſtour, que plede nient
ſon fait, et troue encounter eux, le judgement
per le recorde foit, que le pl' reſ des biens le
mort ſil ad, & pur ceo que le liuer alarge,
fol. 24. est report vltra in hec verba, & ſil nad,
donques de bonis propriis, queux parolx ne
ſont en le recorde, fuyt commande per eux
damned le liuer, car eſt contrary al record, et
ſſint mifreported. B. Executours, 22.

30 *Nota per Fitzb. pur clere ley, que
en briefe de faux judgement in nullo eſt erra-
tum neſt plee, car ils ioynder ifſeſe sur afsçun
mater en fait certaine all' per le partie, et
serra trie per pais, car nest recorde, Contra in error. B. Faux iudg. 17.

31 C Home fait seffement dun meason cum pertineñ, riens passa per hec verba cum pertineñ, mes le gardeñ, le curtilage, & close adoinat al meason, et fur que le meason est edifie, et nul auer terre, comen que auer ire ad ee occupee oue le meaß. B. Feoffements 53.

32 C Cest que ad ee seifi peaceablement per 3. ans poit reteyner oue force. Mes si diissejour ad continue son possession 3. ans peaceablement, et puis le diisseifie reentre (come il poit loyalment) et puis le diissefor reentre, il ne poet deteine oue force, pur ceo que ceo primer diisseifie est determyne per lentrye del diisseifie, et le diisseifie per ceo remitte, et ceo entrie est vn nouel dyseifiein. Mes si home ad ee selfie per bon et iust title per 3. ans, et puys est diisseifie per tort, et puis il reenter, il poet reteine oue force, car il est remitte et eins per son primer title, per que il primes counf peaceablement per 3. ans, per quosdam: car videtur illis per le prouiso in le fine del statute que ceß bone ley en ceo darrain case, et stat bene cum statute, tamen per aliquos ceo nest ley, ideo quere. B. Forcible entrie, 22.

33 C Si ieo ay title per Formedon, ou Cui in vita, & enter, & lauter recouer enuers moy, ieo sue remitte a mon primer action. Mes si home recouer enuers moy per faux tyle per actyon trie, ou ieo sue eins per bone title, ieo auera tunc error ou attaint, ou breife de droyt. B. Iudgement 111.

34 C Nota pro lege, si paine soit mife sur home
home en leete pur redresser noifance per vn iour sub pena 10. li. et puis est present que il ne ceo fift, et forfeitera le Payne, cest bone presentment et le paine ne jerra autemment affere. Et le seignior auera action de det cleremêt. Mes il ne poit distreine, et faire auowrie Nisippscript. dujage de distreine et faire auowrie. B. Leete, 37.

35 Si le roy licence fon tenant dallener son manner de Dale, & il alien ceo except vn acre, le lycence ne ferura ceo, car la le roy neff ascerten de s. tenaunt de tout. Et si iay licence denparker 200. acres, et ceo fait accorde, et puis increafe per aut 10. acres, la ceo neff parke. B. Patents. 76.

36 Diffum fuit que home auera briefe de Elecione custodie dun rent, et hoc deaunt feifine de ceo, car feifine in ley jerra ent adiudge ratione que il ne poet rescue ceo deaunt le rent iour. Tamen econtra de terre, car la il poyt enter. B. Quare Eiecitur infra terminum, 5.

37 Recovery vers baron et femme per briefe dentre en le poft, ou le feme est tenant in taile, et ils vouch ouster, & issint le demaundant recover vers le baron et feme, et ils ouster in value, ceo liera le tayle et lihere le feme. B. Recouerie in value 27.

38 Recovery jur voucher vs tenaunt in taile est barre ratione del recompence in value. Et recovery per briefe dentre en le poft per single voucher ne done, mes lestat que le ten in taile ad in poft. tempore recuperationis, issint que il fuit eyns dauer estate que le taile, la le tayle neff lye vers lihere. Mes le double voucher est de faire le tenat in tayle pur dis- c

purredresser nu-

ace forfait per

presentment.

Lou le sir auera
det sur paine en

leete. Et ou dif-

treinera per ceo.

Licence le Roy

nient purfue.

Elecione cuftod' 
dun rent deaunt 
seifin.
Contra de terre.

Ceft assurance 

fuit fait per lad 

uife de Brudnel, 
& aux Juftices.

Rec' en value 

pur lier le taile.

Single voucher, 

& double vouch. 

diuerfite.
continuer et de porter le bëre dentrie vers le feoffee, et donques le feoffee vouchera le tenant en tayle, et il vouchera ouster, et sic perdera, et ceo liera toutes interestes et tayles que le vouche ad. B. Taille. 32.

39 C Ou briefe dentre in le post est vers tenant pur terme de vie de lier le fee simple, il doyt payer ayde de cestuy en reuerzion, et donques ils de vouche sur le loynder &c. Et autiel recouerie oue voucher est vse pur docker le tayle in auncien demesne sur briefe de doyty, et voucher ouster: Et cest de franketenement la. Tamen B. dubitat de tiel recouery sur pleint la de terre de base tenure, car ceo ne poit este garrant, ideo quere. B. Recouerie in value 27. in medio.

40 C Si home enter ou son entrée nest congeable, Come heire in tayle puis discontinuance, ou heire duns feme, ou le feme mesma puis discon. Et lauter sur que il enter recouyer vers luy, la ils. s. heire in tayle, ou le feme, ou son heire, est restoire a leur primer action de Fomedon, ou Cui in vita. Tamen si tiel que enter ou son entrée nest congeable, faict feooffement, et lauter sur que il enter recouyer, ore le primer action nest restoire al issue in tayle, ne al feme, ne a son heire, ratione de le seulement que extinct doyty et actyon. Mes si tiel que ilstant enter, fait feooffement sur condition, et pur le condytion encontre reenter, deuant que cesty sur q il enter auoit recouyer, et donques il recouyer puis le reentrie fait p le codië, la cesty que fift le feooffement sur coddton est restoire al son primer action, car lentrée p le condition extinct son feooffement. B. Restoire al primer action. 5.

41 C Nota que le court de commen banke ne voet
Anno 24. Henrici viij.

voet permit verdicte alarge en breie dentre in
tature dafsile, eo que fuit precipe quod reddat.
Tamen B. miratur inde, car luy semble que fur
chesxun general isueno verdicte alarge poet est
be done. B. Verdicte 85.

Fuit dit pur ley, si fetermor fait wast,
et fait executors & deuie, laccion de wast est
perie, car c ne gist vos ses executors, mes pur
wast fai p eux mis, & no pur le wast le testator,
car est commen tres, quod est accio personalis que
moritur cum persona. B. VVast. 138.

Anno 24. Henrici octaui.

Nota quod ou garrantie de attourney
vary del nofme de corporation del partie, et brief
de errour fuit port a ceux del common banke,
ils cee amend maintenaunt. Et dixerunt quod
hii de banco regis voile auer fayt similiter. B.
Amendement, 47.

Caeutaur in chesxun action tryable per
Jurie, del quantitie del terre, come ou home
demaunde 200. acres, ou ils ne sont si 100.60.
vel huifmodi, et le title est pur le demaund, la
si le Jurie troute quod diffelisiu eum del 200.
acres, vel huifmodi, cee est matter de Attaint.
Et sic ou ils luy troute culp en trespas vel huif-
modi, de plusieurs trespasses que il ne fist. Vel
de excessiuedamage et huifmodi. B. Attaint. 96.

Seignior et teii per sealty et 3. d. de
rent, le seignior deuie, son fee est endowe del
seigniory, el poet diftreime pur i. d. et lheire pur
ii. d. et iffint ore le terre est charge de 2. diffresses,
ou il fuit charge nisi de vn deuaunt, Mes cee
neft inconuenient, car il ne pay plus rent que il
paye
Anno 24. Henrici viij.

paye deuaunt. Eadem lex ou seygniorie est
deuyde per partytion enter heyres females, et
huiusmodi. B. Distreffe. 59. Auseurie. 139.

46 C Si lay molin en B. et auter fait auter molin la,
per que leo perd mon tolle per aler de
duers a ceo, vncore acygon ne gift. Contra si
le molyn disturbe lewe de vener a mò molin. La
leo auera acygon sur mò caue. B. Aciion sur la
caze. 42. in fine.

47 C En trespas sur 5. R. 2. adire que le lieu
&c. est le franketenement de J. N. et il per son
commaundement entre, neft plee, car lacțiön est
done per lestatut, & ideo doit auer special re-
spons, et non vt in generall briefe de trespas.
B. Aciion sur lestatute. 15.

48 C Nota que fuit prise per communem
domum parlamente. Si home mary fa cosin infra
gradus maritagi, queux ont issiue & sunt deuorce
en leur vies, per ceo lespousels sunt auoydes
et issiue est bastarde. Et econtra si lun de-
te deuaunt deuorce, la deuorce ewe puis ne
ferra issiue bastard, car lespousels sunt deter-
mines per mort deuaunt, et nemy per ldeuorce.
Et mort perfon ne poet amesne eyns son proues,
car deuorce poft mortem partium neft que ex
officio ad inqulrendum de peccatis, car mort
perfon ne poet estre cite ne summon a ceo. B.
Bastardy 44 Darraignement 11.

49 C Fuit in vre, en det vers J. N. de C.
yoman, alias diûtus J. N. de C. fils et heire
U. N. et luy charge come heire, que le bryse
abate, pur ceo que il luy charge com heire, et il
neft nomshe heire in les premiis, mes in le alias
diûtus. Issint in det vers J. N. de C. yoman,
alias diûtus J. N. de C. executor testamenti W.
P. et

Conc. Newt.
22. H. 6. 15.
11. H. 4. 47.
per Hank.

Sur flatut de 5.
R. 2. son frankt.

Quel deuorce
poet baftarder
issiue, & quel
nemy.

Deuorce puis
mort.

Home serf noms
heire, ou exec
en les premiis,
& non in le alias
diût.
Anno 24. Henrici viij.

P. et declare vers luy come executor. B. Bryse. 418.

50 C Si home deuise xx. li. a W. S. de estre pay in 4. ans puis son mort et deuy, et puis le deuisee, deuy deins le 4. ans, vncore les executors del deuisee asee le money, ou le rest de ceo per fuit deuant le ordinary en court spirituall, car est vn duttie per le testament ou deuise. B. Deuise. 27. 45. Conditions. 187.

51 C Per Fitzb. si home deuaüt lestatut de tenures, vt fayt vn done de teri a vn in fee pur repairer vn pont, Ou pur garder tiel casel, Ou pur marier annuativ vn poore virgin de S. ceo est vn tenure, et nemy condition, et le donour poet disstraine et faire auowrie. Mes si femme done terre a vn home pur luy marier, ceo est vn condition in effet, et nul tenure, quod nemo negaut. B. Conditions. 188. Tenures. 53.

52 C Home vend leafe de teri et certayne drape pur 10. li. le contract est entier. Et si lun de ceux fuit p defeisible title, vncore le vendour auera lenti jome, comen que lun parte fuit deuise del vendee, car contract ne poet estre seure. B. Contract. 35.

53 C Nota fuit tenus per omnes in domo parliamenti, que si home tua vn que est attaunt per premunire, ceo neft felony, car il est extra protectionem regis, que est sicome il fuit extra regnum, & potestatem regis. Et econtra de cejtu y est ataynt de felonie, et iudge al mort, le tuer de luy est felony. B. Corone. 196.

54 C Per Fitziam es chiefe Justlyce, Englefield Juotlyce, et plures alios, si tenaunt pur vie lessa terra pur ans rendaunt rent et deue, le leafe est voyde, et donques le rent est determine. Eadem

Limitac de pay-ment, & nemy condcie'.
Executors.

Ordinary.
Testament.

Tenure et codic diuerfite.

Auowrie.

Causa matrimono-ii praelocuti.

Contract ne poet estre deuide.

Attainder per premunire, & attain'd de fel-ony diuerfite.

Voyd leafe.

St. 13. D.

D. 8. 134.
35. H. 6. 58.

St. 13. C.

22. H. 8. 16.

p Brudnel.
22. E. 4. 27.

per wood.
Anno 24. Henrici viij.

Eadem lex dun person. Et comen le succes-
sour receiuie le rent, le leas neel bon vers luy,
car quaunt ceo est voyde per mort le lessour,
ceo ne poete est perfited per nul acceptance.
(B. Leaves. 19. Debt. 122.) Contra B. semble
dun leas pur vie fayt per person rendant rent,
et le succesfor accept le ret, c' affirme le lease
paur vie. B. Leaves 19.

55 ☐ Nota que femme couert, del assent et
volunt le barrant poert faire testament, et Denise
les byens son baron, vncore si le baron prohi-
bite le probation del testament le femme puis sa
mort, donques tout est voyd, car le baron polt
coutermauder ceo. (B. Deuise. 34. in fine. 
Testament 21. in fine.) Et vn deuise per baron
a sa femme est bone, coment que ils sounct vn
meme person in ley, car le deuise ne pryf
effet tant que puys le mort le baron, et donques
ils ne sounct vn person. B. Deuise. 34.

56 ☐ Tenaunt a terme de vie allien a B.
habend sibi et hered suis pro termino vite del
tenant a terme de vie, ceo nest forfayture, car
tout neft que le limitation del estate. (B. 
Forfayture de terres 87.) Et si tenaunt pur
terme de vie suffer recuperie, cestuy in reuer-
ion ne poet entre, mes est misfe a son briefe
dentre ad terminum qui preterlit, vel briefe de
droit, et fauxera la recuperie en ceo, fil ad
causa. (En fil voet auer ceo sure, le tenaunt
pur vye doyt priier en ayde de cesty en reuer-
sion, et fil louye en ayde, et ambydeux vouche-
ront oultre, tunc bene sur recuperie ewe &c. 
Ut enter Corbet et Clifford in Coiñ Buck. 
hoc Anno.) Mes si tenaunt pur vie soyt im-
plede et pri en ayde dun esfraunger, cestuy in 
reuerison
1. H. 7. 22.
25. H. 8. 70.

Vide Cand.
44. E. 3. 32.
Vide D S. 57.
164.

Conc. 44.
E. 3. 36.
Vid. D S. 106.
& E. 4. 13. per
Cateby, q pro-
hibition gist.

reuersion poet enter, car ceft vn forfayture. Mes si ne enter tanque lauter ad recouer, donques il ne poet entrer, mes eft myfle a fon briefe dentre ad terminum qui pererit, vel ingressl ad communem legem, et fauxera le recouerie la. B. Entre congeable. 115. Fauxfier. 44. Forfayture de terres 87. in fine.

57 Prohibition gist sepe, ou premunire ne glyt, come de grosse arbres, vel pro decimis de septima parte, prohibition gist et non premunire, car le naturel de afyon pertinet al spiritual Court, mes nemy le caufe en ceft fourme.

Mes ou eft de lay chose que ne vnques apper-
tayne al spiritual court, de cee gist premunire, Come de dett vers executourz fur simple con-
tract, Ou pro lefione fidei fur promife de pay
10. li. per tiel iour. B. Præmunire 16.

58 Nota in Scaccario, que si terre discend al moy, que eft tenus de J. S. per homage, et ieo face a luy homage, et puis auter terre discende al moye per auter auncelfer tenus de luy per homage, ieo fra fealtie mes nemy homage arrere, car ieo soy deuenus son home deuaut. Et si amideux les tenementes font tenus del roy per homage, il ne respitera am-
bideux les homages in Scaccario, mes vn homage tantum. B. Fealtie. 8.

59 Per Shelley Justice ou le pier enfeoisse son fits et heire appai al entent defraudar le seignlour del gard, cest feoffement fuit al vfe le pier duraunt son vie, et il priif les profittes durant son vie, et sic vide que vjes fuere in auicent temps B. Feoffements al vjes. 20. in fine.

60 Home
Anno 24. Henrici viij.

60 C Home sit feoffement in fée al 4. a
son vfe, et les feoffees fieront done in tayle
sans consideratyon al estrange que nauoyt
conus; del primer vfe, habendum in taliato ad
vsum de cestuy que vfe et ses heires, Le
tenaunt in tayle ne serra feisle al primer vfe,
mes al son vfe demesine, car lestatut de Westm.
2. cap. primo voet, quod voluntas donatoris in
omnibus obserueretur, que home doit refferre son
volutnt al ley, et non ley al son volunt.
Auxi nul poet estre feisle al vfe del auter, mes
cestuy que poet execute estate al cesty que vfe
que serre perfect en le ley, quel tenaunt en
tayle ne poet faire, car il execute estate, son
issu aua formed. Et optima opinio q Abbe,
Maire et cormalite, ne auis corporatios que
serra feisies al vn vfe, car lour capacii est tantuu
de préd al lour vfe demesine. Et auxi si labbe
execute estate, le successour aua br déc fine
afféssu capit. Et ceux qui sont eyns en le poft,
come per eschete, mortmaine, perquisist del vil-
leines, recovery, dower per le carteje et similla,
fojunt feisies al lour vfe demesine, & nemy al
aut vfe. Et auxi lestatute de 1. R. 3. est
que toutes donees, feoffementes, et grauntes de
cesty que vfe serra bone vers toutes &c. Sauant
al toutes persones leur droites et interestes en
tail, sicome cest estatute nust estre fayt, et ioed
tenaunt in tayle ne serra feisle al vn vfe. Et
fuit agree per Curiam que les parol in fine
statute de 1. R. 3. Sauant tiel droit & inter-
est al tenaunt en tayle &c. est prysen tenaunt
en tayle en possesion, et nemy tenaunt en tayle
en vfe, car cesty que vfe en tayle nad droyt ne
interest. Et auxy icy est tenure enter les
donours


14. H. 8. 8. per
Brooke iustitce.
Perk. 103. C.
Anno 24. Henrici viij.

Litt 29.
Perk. 103. D.

Wefl. 3. ca. 2.
Raft. Tenure 4.

45. E. 3. 15.
per Finch.

Park. 103. B.

Cap. 6.
Supra 59.

Tenure est consideratio en ley.

Termour ferra fealtie.

Rent reserve bon considera-
tion.

Vfes change pcr achate.

Vfes al comon ley.

Tenure.

A q vfe le feffee ferra seiffi deuant left. de Tenures. Et a q vfe puis diueritie.

Feffee per collu-

Ffeffee causa ma-

Feffee causa ma-

Tenure est con-

Termour ferra

Rent reserve

Vfes change

Vfes al comon

Tenure.

A q vfe le feffee

Feffee per collu-

Feffee causa ma-

Feffee causa ma-

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

Garde.

meśne, ceō est al vse lachator, et nemy al vse cēstuy que lyuer le money, et la neśt auter remedye mes aĉygon de diſceypt, B. Feoffe-

mentes al vſes. 40.

61 Indicēment de mort & poyſī-

ning.

62 Nota per Fitziames chieſe Juſtyce, Engleſfield Juſtyce, & dyuers auters, Ou diſsey-

jour fayt feoffement pur mayntenaunce, et prīt leſ profittes, le feoffement εs veyde per leſſatute 

1. R. 2. cap. 9. quaunt al eſtraunger que 

auera aĉygon, car il ceo auera vers le perνour 

del profittes. Mes il neſt veyde enter le feoff-

four et le feoffee. Et auxi home que vouche 

per tyel feoffement vn des feoffees, le demaun-

dant counterpled per meſſme leſſatute racione 

que le feoffement fuit veyde. Et B. ſeſme 

que tīel feoffement ne ferra remitter en pre-

judice dun 3 perſon. B. Feoffements. 19.

63 Home recouer det ou damages, et 

puls port ent ſcire facias, le primer retourne de 
nihil vers le det. εs peremptorie fil fayt def. 

B. Peremptorie. 63.

64 Nota quod dicitur pro lege, que cēstuy 

que plede recovery per defaut doyter aurre fone title de fone briefe. Et auxi que le defendant 

en le recouery fuit tenang del frank-tenement 
die breuis. Mes si le recouery fuit per action 

trie, il ne beſſoigne de prender lun auerment ne 
lauter. Tamen dīctum fuit que en Quod ei 
deforſeat il que pleç le recouery per defaut, ne 

beſſoigne
Anno 24. Henrici viij. 19

bœsigne de auerrer le partie tenaunt del franketenement tempore breuis sui, car il est proue que il fuit tenaunt têpore &c. per le vjer del 
quad ei deforceat, car ceo est leffe& de cel action, pur ceo que le demaund en cel acþyon perd per default en le primer acþyon* Uncore il
auera le title de son briefe* Et cestuy que pled recouerie en brief de waft per default ne bœsigne dauerrer le partie tenaunt. Car Nontenure in ceo acþyon neft ple. Auxi si vn Fayt
waft et affigne ouster son terme, vncore laþyon gilt vers luy de recouer le waft B. Pledings. 6.

65 En affise seueral tenancy neft plee. Etdadem lex in auters acþyons ou nul terre est demaunde en certaine. B. Seueral tenancy. 18.

66 Tenaunt en tayle ad issue et alien oue garrantie, et leue affets, et deuie, lissue ne poet recouer per formedon, car le garrantie &
affets es barre. Et si lissue alien lassets, vncore il nauera formedon. Mes si ad lissue & deuie, la lissue del lissue auera formedon, pur
ceo que lassets neft descend a luy. Tamen dicitur que si lissue sur que le garrantie et
affets descend port formedon et soyt barre per iudgement & alien lassets et deuie, fon lissue
nauera formed, pur ceo q fon pier fuit barre per iudgment. B. Taile. 33. Et si le tenant
in tayle ad lissue deux fits per diuers venters et
discontinue, et deuie, et auncefler collaterall
del eigne fits releafe oue garrantie et deuie sans
lissue et leigne fits deuie fauns lissue dueant ascun
formedon port, le puisne fits poet recouer per
formedon, car il neft heire al garrantor, et fon
frere nefult barî p iudgement. Tamen B. doubta
inde, car luy femble que le descent del coll-
teral

Nontenure neft
plee en waft.

Vncertaine de-
maund en affise.

Ou lassets alien
ferr barre in
formedon, et
ou nemy.

Deux fits per
diuers venters.
Coll' garr
per releafe.
Anno 25. Henrici viij.

teral garantie extincé le taile, Mes si leigne vft est barre per iudgeméêt, donques clere ment le puisne est ale auxi, B. Tayle. 33. Formedon 18.

Rec de terre en vn com, que gisit en auter.

67 (C) Assise in Comitatu B. le tenant pleâ en barre recouer per assise per luy vers le plaintife de in les tenements in com O. et cel ore plaintife doques tenât pleâ en baré per releafe de auncesfer le playntife oue garrantie, q fuit voyd p nonage, & ceo trouve pur le playntife, per que il recouer vers ceftuy playntife Judgement si, ou il accept le terre desîr in com O. ore serri resceu adire que gisit in Countie B. Et dicitur in commun banco, que coment que ceft terre fuit donâs mise en viewe, le plaintife ne serra lie per le recouery, car il ne poet este entend vn in terre B. judgements. 62.

View.

Intendement.

68 (C) Assise de terre en N. le defendant dit que auterfois il mesme port assise de mesin le terr in H. vers mesin le playntife, et ceux terres myse en viewe, et ceftuy ore playntife donques prist le tennauncy et plead in barre, et dit que H. & N. sont vn mesme ville, et conus per lun nosine et per lauter, et que A. port formedon de ceux tenements, et plead certaine &c. et recouer per action trië, & lefstate le plaintife mesin enter le title del diffi et son recouery, judgement si de tyel estate assise, a que lauter dit, que chescû des dits H. et N. fueront villes a per luy, et fic al issuë, et trouve fuit que fueront seuerall villes, et le seyfin et dyysefïn, per que fuit agarde que cefty tenuant donques playntife recouer. Et pur ceo que il ad recouer mesines ceux terres vers le playntife mesin in H. judgement si assise. Et
Anno 25. Henrici viij.

Et Shelley Justicte tyent fortment que cest recouerie de terre in H. neet plee in aflisfe de terre in N. et iode doyt laslyfe estre agarde, Et ijsint semble a B. Iudgement. 66.

69 C. Nota lou lesta de Magna carta cap. 25. dit. Et vifs de franchiplegio tunc siat ad illum terminum sanetl Michaelis fine occa- sione. Ceo est entend le leete del turne de vié. et non auters leetes. B. Leete, 23. in fine.

70 C. Nota q fuit prise, si mon tenant pur vie vouche estrarger q en en le garratle, & ne poet barrer le demaundant, per que le demaun- daunt recouer, et le tenant oufler en value, q cest teri recou in value ne irra a moy in reuer- sion puis le mort le tenant pur vie, ne le reuer- sion del teri recouer in value ne serra en moy en le vie le tenaunt pur vie, et ijsint tenetur a ceo iour. B. Recouerie in value, 33.

71 C. Home selisfe de xx. acres, est lye en statute marchaunt, et fayt feoffement de 15. a feueral persons, et executyon est fue vers lun del feoffes, il auera Audita querelei sur fon furmyse, dauer lauters feoffes destrate contributer- orie oue luy. Mes si execution soyt fue vers le conifor meisme il nauera tiel contribution, car c est sur son ac demeine. (B. Audita querele 39.) Tamé si le conifor deuy, & le conufee fue execution vers lheiire, il auera contribution del feoffee. Ijsint chefcun de eux auera del heire. B. Audita querele 44. in fine.

72 C. Det surf indentures de couenants, ou le def. au couenant, de faif pluforz chozez, & le pl simili de faire plufours auters choses, ad quas quidem conuentiones perimplied etuerque obligatur alteri in 100. li. et lun infreint coue- nant,
Anno 25. Henrici viij.

niant, per que lauter port det, et le defendaunt
plede payment de 10. ll. a D. que fuit tout a
que il fuit lye, judgement si action, & nul ple
per Curiam, pur ceo que il ne monstret enfait,
lou le plaintife declare sur lendenture que est
fait. Et yncore ecôtra en pleding de payment
derent referue sur leas pur ans fait per inden-
tures, car la il poët ceo leuier per distresse, et
ideo auerment poet vener en vre. Mes ecôtra
ou tout infurge per especialty ou ceo gift en
payment. B. Debt 173.

73 C. Nota que les Jûtices de commen bâke
accord in cæfe de corporation, que conus per lun
et lauter, en suit per nosme conus, nèst ple pur
le plaintife, car il doit conyter son proper
nosme. Mes si le defendaunt soit nosme per
le plaintife per nosme conus, coment que le def.
soyt corporate ceo suffit. Tamen quere si ne
soit diuerfifie enter actiö real et perfonal. B.
Corporations, 82.

74 C. Home leffa vn meaʃo & terre pur ans,
& le leffee couenat que il & ses assignees re-
pairer le meason, & puis le leffee graunt ouster
son ùn, & le assignee ne repaire pas, action de
couenant gift ùs lasassignee, car ĉe vn couenaut
que currift oue la terre, (B. Couenant 32. De-
putie 16.) Et auxi il gift cleremët ùs le leffee
puiz que il ad assigne ouster son terme. Et B.
semble que fil port seueral birz de couenant ùs
ambideux, que la nê paz remedy tanque il prît
execution ùs lun. Et donques semble a luy ùq
fil suift ùs lauq, il aʃa Audita querela. B.
Couenant 32.

75 C. Nota si feoffement soif fait al vʃe w. N.
pur termé de ņon vie, et puis al vʃe J. S. & ņes
hrs,
Anno 25. Henrici viij.

hës, la cesty que vse en remainder, ou reuersion, poet vend. le rem. ou reuersion in vie W. N. 
Mes il ne poet faire seoffement tanque puis son mort. B. Feeffements al vñes 44.

76 En ass. ou trespas, si home entitle esstraunger & iustifie per jon commaudement, 
geo doit efre pled & nemy dœe en evidence sur nul tort, ou non culpable pled. 
Issint de cœmen, rent ierwine, ret charge, licence, & huiuifmodi, ceux dolent efre pleds et nemy done 
en evidence sur generai iftie. Contrary de leafe 
del terre pur ans, sur non culpable plede, le def 
poit done geo en evidence (B. General iftie 81.) 
Autemter de leas a volunte, car geo eft come 
licence, que poet eftre countermaunde, ou de-
terme al pleasuré. Et si vileine pled frâke 
et de frâke estate, il poet done manumission en 
evidence, car geo eft manumission en fait. 
Mes ou il eft manumit per act en ley, come fute 
prise vers luy per jon seignior, Ou obligation 
fait a luy per le seignior, Ou leafe pur ans, & 
huiuifmodi, quz jon manumissions en ley, dount 
le iury ne poet discouffer, & ideo ceux ferra 
plede. B. General iftie 82.

77. Si seignior dun manour claime le 
difmes de tiels tres en D. de trouer chap-
len en Daï, & le parochians claime cee auxi 
pur mesme le purpose, dictur pro lege que le 
lay court auera iurisdiclion enter eux, & nemy 
le spiritaul court B. Iurisîcation, 95.

78. Nota si le roy ad garde pur cause de 
garde, & le primer gard viet a pleine age, et 
sua lyuerie, lauter garde esteant deins age, la 
le garde pur garde ne suera liuery, mes ouster 
le mayne, car ore le fûrye de jon seignior 
est

Seigniory reuie
per liuery fuer.
est reuyue per le liuerye, issent q il ne tient del
roy sicut pruyus mes de son immediate seigniour
Sed si le gard pur cause de gard vst estre de
pleine age deuaunt le prymer gard il fuera liuery,
B. Liuery, 47.

Quant rem est
graunt in mort-
maine & quant
reuerion dier-
sitie.
Claime.

79 C Seigniour & s le s lesa pur vie al J. S.
le remain & a vn Abbe et ses succesfours, le
seigniour ne befoigne de faire claime, tisque le
tenant pur vie solt mort, car si voyt Wayuer
le rem il neft mortmayne.

* Mes dun graunt de reuersyon oue attournement autrement est.* Et si le teft fait feoffement en fee, al vse Al pur vie, et puis al vse
dabb. & ses succesfours, la il neft pas mortmaine
tanque le tenaunt pur vie en vse, moruist, et
cesty en remain prist les profits. Nota que
appropriation dauousjon sans licence e mort-
maine B. Mortmaine 37.

80 C Nota que le roy ne poet estre nonsue.
Tamen. B. semble que cestly q tam pro domino
rege, quam pro seipso sequitur poet estre nonsue
B. Nonsuit 68.

Assurance pur
lier le taile.

81 C Nota per ascuns, ou briefe dentre en
le poft est port vers baron & feme, lou le feme
est tenant en taile et ils vouche ouster, & issent le
demauand recouer 9s le baron & feme, et ils ouster
en value si le feme tenaunt en taile deue, & le
baron furuiue, ceo ne liera liiffue en taile, car
le recompence irra al furuiuor, & dont, ceo ne
liera liiffue en taile. Tn. B. semble que cest
opinion neft ley, car le recompence irra come
le prim terre que fuit recouer irroit. Et vou-
cher per baron & feme ferra entende pur linte-
rest del feme. B. Recovery en value 27. in fine.

C Plus de hoc An. 23. H. 8. 27.

C Aii.
Anno 26. Henrici viij. 25


82 En action sur le case ou le plaintife liuer biens al def. et le def. pur 10. s. assumpti eux salement gardi, & non fecit, ad damnum &c. Et per Fitzherbert & Shelley Justices, non habuit ex deliberaÆ, est bone plee. B. Acc. sur le case 103.

Liuer del biens traus en detinue.

Negat preignans.

83 Si le tenaunt le Roy alien en fee sauns licence et deuie fo heire deyns age, le roy nauera le garde, pur cæo que rien est a luy discende et que lalienatiø est bô saue le trespas al roy, que nê nisi vn fine per seilir. B. Alienations 29.

Garde 85. Mes autermet si lalienor fuit ent in taile Et si lalienation sauns licence foyt troue p office le roy aëa lissues del terre a tempore inquisicionis capte, & non ante. (B. Alienations 26. in medio.) Mes lou le tenaunt deuie & son heire enter, sur office troue pur le roy del morat seilie launc, la heire responde les profitz per luy prise deuant. B. Intrusion 18. in fine.

Lou lheire deins age sërr en gard et ou nemy.

84 Nota per Fitzh. et Shelley Justices, que si home plede plege que va al actiø de br, il poeto eslier de coeluder al bër, ou al acë. B. Brieve, 405. 492.

Alienac per t en feesimple, & per t en taile diuasty.

Collusion al briefe.

85 Si A. enfeoffe B. sur codiø &c. de reenter, la si home impleç B. que vouch A. et issint rec. Ou si A. reentra sur B. sans cause, & est implede & pde, la en l'un case, & lauter, le condiø est determine, car le terre est rec ûs cefty que fît le condition B. Judgement 136.

Condici demine per judgement.


Leafa durant. leafe.

87 Cestï
26 Anno 27. Henrici viiij.

Enter pur auoid' garr.
Seïzne dur le co-veture in dower.

Auerre le vie le t purvie, ou en taile.

3 H. 7. 2.
4 E. 6. com 46.

Cestil q plede ené pur desea' garri, doit aüre que il entr' en la vie louné. Et en dower, si le è plede disseisin p le baro, & le fee plede feffemèt p J. N. al baron. que puis en-seffe l' è, & puis luy disseisin, el dirra q le feffemèt J. & le sëislin le baron fuerot durant le courerture, et cestiy que deraine intreft q lease del è pur vie, ou en taile, doyt auerle le vie le è pur vie ou in taile. B. Pledings 147.

Plus de hoc An. 15. H. 8. 3.

13. H. 8. 15. per Wilby.
Plus.

Añ. 27. Henrici octau.

87 C Nota enter Regem & Episcop Rono- nsem pur treusjon, leuefò, nauera chuyellers en son Jurye, ou chiuallers doyent este retourne quaunt vn pier del Reame, come Euesque, & huiuismodi è partie, Tamen quere, si cee fuit challenge. B. Enquest 100.

89 C Si home fait feoffement en fee al 4. & lun del 4. fist letter datturney al J. N. pur prender liuerye pur luy & son companions, que le fist accordant, ryens passe, mes al cestiy q fist le letter datturney tantum B. Feoffements 67.

90 C Nota per ceux del Exchequer, ou home est attaunt per parlyament, & toutes ses terres destruèt fortis, & ne dit q ceux serra en le roy sans office, la ils ne sont en seys. le roy de graunter ouf è sans office, car non confat de record quales è ille sunt. B. Office demant 17.

91 C Tenant pur vie, le remaynder oufter, ou tenaunt en taile, le remaindi' oufter, est em- pled p b' dentre en le post, & il vouch estraunger, le de recouer vers le è, et le è oufter en value, cee liera cestuy en rem per Mountague Jusfic

Vide 2. M. 1.
465. & St. 153. A.
Vide 33. H. 8. 221.

Vide temp. H. 8. 341.

Vide 35. H. 8. 263.
St. 54.
Vide 25. H. 8. 70.
Anno 27. Henrici viij. 27

Justice et alios, car le recompēce irra a cesty en rem. Mes vncore en le case le seigniour Zouch & Stowell en Cancellaria, le ley fuit determine auterment per toutes les Jystices. B. Semble le reasō, eo qū qūt il vouch estraenger, le recompēce ne irra a cesty en rem. Contrary fil vouch le donour ou sōn heire que est priuie. Mes puis cē iour Plúr mit ceo in bre de lyer le remainder. B. Recouery en value 28.

92 Si le roy foit entitle al terrī. J. S. p forfaiture de treason, ou felony per act de parliament, ou office, per ceo toutes tenures jount determines, si bien del roy, cē de todos auters. Et la si cēt terre puys foit done a auter per auter Act de parlyament, jauant a toutes auters toutes leur droites, interētse titles, rent seruicē, & huiusmodi, cōe nul tiel act vēt ēē, la les seigniories & huiusmodi ne serra reuues, car nul seigniorie fuit en essē tēpore secund actus factī. Et icy ne font parols de done, ne reuuing, mes parols de jauing, que ne serue mes de jauer cē qū est en essē tempore del jauinge &c. Mes tiel proufō en le primer act voit seruer, car cēo vient oue lacē qū entitle le roy. Et ou le roy est entitle al terre p office pur Escheat, et puis est enact per parliament que le roy ceo enioiera jauant a tout auters leur seigniories & huiusmodi, la tiel jauing ne doit serē (p rōne suprađ) car tout fuit extincte deuant p loffice & rien fuit in essē tempore del jauinge (quel fuit enure enter Regem et Kekwich in comē Essex, ou Kekwich perdidit son seigniorye) Mes la doit estre parols affirmatiue que les seigniours doyent auer leur seigniories. B. Parliament 77.

Anno
Enseint naāa be
nescite de för ven-
ter forique vn
foits.

Enseint judge
defte arfe.
Office affigne
oufer.

Acc sur le cafe
pur appeller le
pl’ periture.

Auowry sur fita-
tut, Et per comō
ley diuerfitie.
Disclaimers.

Second leffe
suffer liuery.

Feme hors de
gard’ p mariag.
Liiy a 14. ans

93 C Dicitur ou feme est arraine et adludge
detre pende, ou arfe jolonque le crime, et pur
ceo que el est enseint, execution est repite tan-
que el foit deliuer, & ore el est enseyntr arere.
Eo que auterfoytes executyon fuit spare pur
meñin le caufe, ore executio ferri cōmaund defr
fayt. Et le gaylour naāa paine. B. Corone. 97.

94 C Dicitur q deputation doffice que giff
en graunt, doit estre p fait et non per parol.
B. Deputie 17.

95 C Nota en action sur le cafe ent Awsten
pl’, et Thoñ Lewes def. pur appelper luy false
& piured, il justifie pur ceo q le pl’ fuit periure
in Camera stellata en tiel matti &c. & bon plee
per curiam. B. Action sur le case 3.

96 C Vide per Fitz. Justice que home poet
auowe sur le terre per le nouvel statut, et don-
ques le tenant ne disclameria. Contrary il
auow p le comen ley, et relinquinsh lestatute B.
Action sur lestatut 6.

97 C Dictum fuit pro lege que si home leffia
pur terre pur 10. ans, & meñin le leffe leffe ceo
oufer al anter pur 4. ans, le leffour fift feoffe-
ment al esfrange per sufferance del second
leffe, cest bone feoffement fasz Attournemit del
prin leffe B. Feffements 68.

98 C Si le roy ad heire en garde que est
femme, & luy marie deuxant lage de 14. ans,
la el serra hors de gard al 14. ans, & donq,
poet fuer liuery, gar les 2. ans de faire 16. ans
ne jount done, mes de tender a luy mariag,
ideo qūt el est marie citius el serra extra cuto-
dlam a 14. ans B. Garde 86 Liuerie 54.

99 C Cesty
Anno 29. Henrici viij.

99 "Cesfy que tient terre deyns le counti palantine de Lancaster de roy en chivalrie, vt de ducato Lancastri, il fera luery, contra de cesfy q tient terre q gist hors del countye palantine de rege en chivalry, vt del dit vouch. B. Liuerie 55.

100 "Nota que general luery ne poete etre, mes sur office troue. Mez special luery poete estre sauns office, & sans probatio dage, mes la il ferra obliga a vn rate & Some certayne defte pay al roy. (B. Liuerie 56.) Et p B. Ibidem 31. cee ne poete estre claiame per le comen ley, come general luery poete, mes est al volunt le roy.

101 "Nota que attornement poete eit per tenaunts al sir en son court al Seneschal in absence le sir on purcahjour. Mes attornement al feraunt le purcahjour extra curia & in absence del purcaher neft bone, Mes per payement de j. d. pur cheuscun tenaunt al feraunt le purcaher, et en son absence in nofme de seysin de leur feueral rentes, est bone attornement, car feraunt poete receuie rent pur son maister, Quere si nul rent donques est due, ne le rent iour venus. B. Attournement 40.

Anno 29. Henrici octau.

102 "Per tota Curiam in communi banco Si deus font oblige en vn obligatio conjunctum et diuifum, Lobligee emprede lun, & ad execu- tiio de son corps, & puis emprede lauter & luy condemne, il poete auer execution vers luy auxy, car le prijel del corps est bone execution, mes il neft satisfaction, et ideo il poete prendre lauter auxi. Mes si lun satisfie le pl' il naua exec apres,

Ou liuery ferra de Duchy terre, Et ou nemy.

General liuery & special diuert.
Etate probanda, ne ferra fur special luery.

Lou attornmet in abfentia per- quisitoria ferra bo, & lou nemy.

Quere.

Exec fur obligac conjunctum & diuifum, & satis- faction diuistie.
Anno 29. Henrici viij.

Vnica execuc'. & ideo cest order q le plaintife sur vn obliga-
tion nauera nisi vnicaq executione, est entendre
tiel execution, que est vn satisfaclion. Et lou
ambideux sont emplede per vn original per
señal Precipe &c. B. Executions 132.

103 Nota si home soit attaint de murder,
ou felony, per vtagarye vel aliter, & le roy luy
pardon toutes felonies, murders, & executions
eorumdem, & vtagaries, & wayuingz, & seclam
pacis. Et pardon & release toutes foiaitures
de terres, & teneimts, & de biés & chattels, ceo
ne serueria mes pur le vie, Et pur le tre si nul
office soit ent troue. Mes ne serueria pur les
biens fauns restitution ou done. Car le roy est
entite a eux par lutilgarie fauns office. Mes
le roy nentitle al tre, tanque office soit troue.
Et si office soit troue puis vn le pdo serua, car
ceo aua relac al judg. & donques le pardon
mesne serueria bien. Contrarie ou office est troue
deuant le pardon graunt, car dounques le roy est
selfie per loffice, et la vn release ou pardon ne
poyt ceo doneer. Mes doyt estre vn done ou
graunt. B. Charters de pardon 52.

104 Nota si alienation fauns licence soit
pardo per act de parlamet, le partie poet enter
fans oufter le mane, vel amoueas manum.
Mes econtra per auter pardon per letters
patentes, B. Charters de pardon 53.

105 Si home soit endetted a moy per
contract, & puis fait a moy obligation de mesme
le debt, le contract per ceo est determyne, car
en debt sur le contract, il est bone plee q il ad
obligation de mesme le debt. *Issint si obligaç
soit fait pur pcel del còtract que è entiere 3. H.
4. 17.* Mes si esfraunger faite al moy obligaç
pur

Nota q ceux
parols (execuc
eorumdem) soit ne-
cefery, 6. E. 4.4
per Choke.


Fitzh. 121. M.
per Genney, &
Choke fo. 50.
per Baving.
22. H. 6. 56.
per Choke.
per Newton.
pur in le det, vncre le contract remaine, pur
ceso que est per auter person, & ambideux sont
ore dettors B. Contract 29.

106 (Dette sur obligation oue condiç ou le
codition nè paz enfrent, per que il est barre,
il ne vnques fuera ceo obligation arere, car vne
foites barre est pro imperpetuo. B. Det. 174.

107 (Fuit agree per omnes que si home
voyt, que J. S. auera son terre in dale post
mortem son feme, & deueie, ore le feme le
deuisor p ceux parolx auera le terre p son
entent apparaunt. s. ratione intentionis volun-
tatis. B. Deuise 48.

108 (Si 2. coperceñ fôt partie & done
notice al jîr, il doit faire seual auouër. Et si
home vëde son îre per fait endent enrolle deinz
le demy an, iuxta statutum, Laowrie netf
change &c. sans notice, Nient plus que sur
fine. Tame B. doubta de conusance de droit
oue cco &c. Mes si home recouer vers le
tenaunt, Ou si le tenaunt est diffeseie, le
dif-
seijour deuije seijeie, et son heire est eyns per
discent, issint que lenter le difseijie est tolle,
laowry yer change sans notice. Ead lex si
le î fait feoffeïnt, & deuije le feigniour chagnera
son auowry sans notice, car rien ë discent al
lefe hie feoffeur. Et ou notice est necessarie,
ceo serra fait sur le terre tenus oue tender de
les arrareges, Car aiterment le jîr perdras ses
arrageages, îl auoue ou accept feroice ñl fecoofe
&c. deuât lez arrageages pay, Ideo caueatur
inde. B. Auowrie III. 146.

109 (Nota que fait de baron et feme ne
serra enrolle en communi banco nîfî pur le
baron tantum, et non pur le feme, ratione del
couverture.
Anno 29. Henrici vni.

couverture. Ne el ne serra oblige que son baron en statut merchant, nec huiusmodi. Mes fils fût fait enrole de tê en London, et ceo conûster deuant le Recorder & vn Alderman, & le feme examine, ceo liera come fine al cômô ley pur leur custome, & non tantum come vn fait, Et suffit sans liury de seifin. B. Faits enról 14 & 15.

110 C Home enseffe le roy per fait & fait liury, c ne vault, car le roy ne prôdra, mes p mât de rec. Mes fil enrolle le fait donôs è bon al roy faz liury, car le roy ne prît p liury. B. Faits enról 16. Feoffements 69.

111 C Tenetur que si feoffees seiffes al vse dun estate taite. Ou auter vse foment implede, et suffert le common recouery ôs eux fur bargaine ceo liera les feoffees & leur heires, & cefuy que vse et fes heires, lou le achatour, ne recouerour nad conûsâce del primer vse. Et per Fitzberbert, ceo liera, coment que ils ouno notice del vse, car les feoffees ouno le fee simple. Et per plures, si cefy ô vse en taile foit vouch en vn recouery, & ôc le recouery fasse, ceo liera le taite in vse. s. cey ô vse & ôc hûz. Et aliter non. Et hoc B. semble depre p lestât, que except tenaunt en taile, que est entende tenaunt en taile en possêfôs. Et nemy cey ô vse en taile, car cefy que vse en taile ne tenaunt en taile. B. Recouery en value 20. Feoffements al vses, 56.

112 C Si home leßa a vn Abbe & ses succeurs, ou a auter religious person pur 100. ans, et ôc de 100. ans, en 100. ans quonçque 300. ans font encurses, ceo est vn mefme leaße, & tiel leaße est mortmaine per verba statuti de religiosis.
Anno 29. Henrici viij.

religiosis. Anno 7. E. i. s. colore termini, car le dyt estatute e, qd nullus emeret, vel sub colore donationis aut termini, aut ratione alterius tituli ab aliquo recipere, aut arte vel ingenio sibi appropriare presumat, &c. Et eadem lex de lease pur 400. ans vel huiusmodi. Contra si home lesse pur 100. ans vel similia, & couenant que il, ou ses heires al fine del 100. ans, ferra aul' lease pur aut 100. as, & sic ultra, c neft mortmaine, car ne q vn lease pur 100. ans, & le rest ne aliter q couenat, mes in primo cafu car ceo est pur 300. ans al primes en effect, et tout per vn mefme fait. (B. Mortmaine 30. Leaves 49.) Et 99. anz neft mortmaine. Et auxi lease pur 100. ans neft mortmaine per B. car ceo est vsualyme.

Mortmayne 30.

113 Si le roy purchase manner de que J. S. tyent en chialry, le tenant tiendra come il tenoyt deuaunt, et il ne rendra liuerie, ne primer seifin, car il retaigne in capite, mes tenet, vt de manerio, Et si son heire folt en garde per reafon de ceo, il auera ouster le main a pleine age. Et dictur si le roy puis graunt le manner a W. N. in fee, excepti les seruices de J. S. ore J. S. tient del roy come del perfon le roy, et vncore il ne tiendra in Capite, mes tiendra come il tenoyt deuaunt, car lafo le Roy ne prejudicera le tenant.

Mes si le roy done terre a moy en fee, te- nendi mihi et heredibus meas de roy &c. et ex presfie nul seruice cerceyn e, eio teignera in capite, car est del persfo le roy. Et nota q tenure en Capite est del perfon le roy. B. Livery 57. Tenures. 61.

33. H. 6. 7. per Prifot.

99. ou 100. ans neft mortmaine.

Mannour purchase per le Roy ferra en fuy cœ en le grauento.
Livery.
Primer Seifin.
Garde.
Oufter le maine.

Ou home tien- dra del roy, cœ de fœ perfon, & vncore ne tien- dra in capite, Et econtra.
114 C Extent de liuery est le value del terre per demy an. Mes sil entrude & entrera sans liuery, il paiera le value per vn an, per experience Scaccariij. Et ou cestuy que vse est attaity de treasò, & est enaçi p parliament que il forseitera son terre en possessioun, et en vse, que la le roy neft que vn purchasour, et idéo ceux que teigne de cefty q fuit attaity, ne fuyeront luerie. Quere si joit enaçi que il forseitera ç al roy ses heirs et succeßors. Econtra si vst estre sole seïse, et vst estre attaytt per le comen ley, car la le roy ad la terre come roy, et la ceux que teigne &c. fuyeron liuery. Et vncoore lestatute est, si quiz teneurtit de nobis de aliqua eschaeta, vt de honore Wallingford Bolen &c. non faciet allud serulciun quam fecit preante. Et idéo cestc entend del common escheate. Et auxi açcuns honours font in capite, come part de Peuerell & aliorum. B. Luerie, 58.

115 C Per optimam opinionem in communi banco, si deus purchaser loyntment a eux et al heirs lun, et cefty que ad fee deuie, et puis lauter devie, lheure le primer nauera Mord (et B. Semble le reazon eo q le fee ne fuit execut en possessiïon ratione del furuior lauter, et neft en effect or nifi discoynt dun reuersion.) Et le feme cefty que aueur fee, nauera dower. Et vncoore il poct ad forseit le fee simple, Ou done cee per fœoffement. Mes nemy per graunt de reuersion, 12. E. 4. 2. Et joine le mife en briefe d droit, car cefty en reuersion, et le tenaunt pur vie poyent cee faï. Quere siil poet cee relese B. Mortdauncheffter. 59.

116 C Nota pro lege si home ad fee dun seigniour, et puis est fait Justice, cee fee neft voide
Anno 29. Henrici viij.

voide per la ley, Mes apres le sefans de luy Justice neft de prendre ascun fee, nisi del roy, Et eadem lex de cestuy que ad office de seneschall, et puis est fait Justice. Et per plures ou home eft Baylie dun manière per patent, et puis est fait Seneschall de mesme le manière per auter patent, ambideux patents sont bôs, Car les futors font Judg. & nemy le bail. Mez p plurez si home soit forester per patent, & puis est fait Justice de mesme le foreft, le primer patent est voide. Come ou person est fait Euesque le personage est voyd, car il ne poet estre ordinary de luy mesme, ne punissan luy mesme. Et B. concord que home ne poet estre gardé del foreft & Justice del foreft, car locciis del dames per le gardein et huiusmodi, est forseyture de fon office queux serra adiudge per les Justices del foreft, & il ne poet iudge luy mesme. Mes home poet estre Seneschal del foreft per patent, et Justice de mesme le foreft per auter patent, et ambideux bone, car ambydeux sont iudicials. Et Justices del foreft poient faire Seneschall del foreft. B. Officer. 47.

117 ⊗ Si le roy graunt terre pur terme de vie, et puis le patente deuie, vncore le roy ne poet ceo graunt oustref tanque le mort soyt troue per office, Et hoc ratione statuti, que graunt deuain office serra voyde, B. Officer deuant 56.

118 ⊗ Si office troue le mort le tenant le roy, et que f°n heire est de pleine age, et ne dit quando, la serra entend, que il eft de pleyne age tempore captionis inquisitionis, mes que fuit deyns age têpore mortis tenetis, et Ideo doit

 Fees graût a cêt que puis est fai justice.

 Seneschal, & aps fait Justice.

 Vn mesme
 home Baily & Senesçê.

 Iustis' forest. &
gard' de foreft.

 Person cree en
 Euesque.

 Forfeitur doffic.
 Seneschall' forest.
 & Iustis.
 Authoirite del
 Iusticis foret.

 Tenant pur vie,
 le reuerfi al roy
deuë.

 Pleine age serra
 expresse quàdo.
doit être expressément que il fuit de pleyn age. B. Office deuaini 58.

119 C Nota per Englesfield Justice en cas inter Butto & Sauage, que ou home ad title al terre per vn tayle, et puis mesmo le terre est done a luy per parlament, que son heire ne sera remit, car per laet de parlament toutes autres titles sont excludes imperpetuum, Quare cec est vn iudgemet del parlament. Et ou le terre est done expressément a ascun person per nomme per act de parlament, il, ne ses heires naueront auter estate que ne est done per laet, mes q cec done tatum estoiera. (B. Parliament 73. Remitt 49. in fine.) Et eadem lex, ou le roiy auoit title in tayle, et le terre est done a luy per parlament in fee, le tayle est determine. Ifint que lheire ne auoydera loaies fait per son pyer, ne charge, et huiausmodi, car le darraygne statute lia toutes former titles & states nyent exceptes B. Parliament, 73.

120 C Office est troue puis le mort de cestly que vse q il deule seifie et lheire e en gard le roy. Rec vers pernour de profits, q est en gard le roy. Trauers per sef fees en vfe. Trauers morant seifie troye per office.
trauers, Et termor ne poe-trauers office per le
comen ley, nif ceo fuit tru que en loeffice, et
donques il puit a monstra des droit, et ouster
le mayne le roy. B. Trauers doffice 50.

122 □ Baron et se me purchase en fee, et
puis ils leaftont pur ans per Indenture, et puis
le baron releafe le seffee et son heires, ceo neft
discontinuance, et vnco ceo done franktene-
ment al seffee durant il vie le baron. Per
plures jauns doubt. B. Releases 81.

123 □ Dicsum fuit pro lege que si home
sua execution sur statute merchant, Ou statute
staple, & part del terre est extende nomine
omnia terrarum, que est return accord, et le
party ceo accepta, il nauera vnques extent, ne
reextent del rest. Et que sur vn nihil returne
sur vn testatum est, il poet aener proces in vn
auter coi, car la le judgement serra quod
habeat execuc de terris quouque summa leuetur.
Tamen aliter B. semble de tiel retourne de
byens B. Statute merchant. 40.

p. Fitzh.

Perk. 129. D.

Weft. 3, ca. 2.
Raft. Tenure 4.

Fitzh. 235. A.

22. E. 4. 36.
p Catesby.

22. E. 3. 16.
B. Deulfe 33.

125 □ Hœ deuije son ire a J. S. c serra
prise nif p termino vite fue, Mes siil dit, payant

Proces en auter com nul
com nul returne sur testatū
eft.

Tenat fait feoffe-
ment de moitie,
ceo neft pro p-
ticula.

State ou nul
state eft limit.
Anno 29. Henrici viij.

100 li. a W. N. ceo serra intend fee simple. 4. E. 6. 406. Et si ne ceo paye en son yve, vncore si son heire, ou executour ceo pay, ceo sufist. Quere de son assignee. B. Testament. 18.

126 Q Nota que lou home pur 100. li. vende son terre sur condition que si le vendor ou ses heires repaye le summe citra festum Pasche, vel huiusmodi, tunc proximo futur, quod tunc il poeet reenter, ceo nes pas vfsurie, car il poeet repaire lendemayne, ou aascun temps deuent Pasche, et ideo il nad aascun gayne certayne de receyuer aascun profits del terre. Et eadem lex ou desefauns, ou statute est fait pur le repayment citra tale festum. Econtra, si le condition soyt que si le dit vendour repai a tali die, vn an, ou deux ans puis, cest vfsurie, car il est sure dauer les terres et les rentes ou profits cel an, ou ceux deux ans. Et issint ou desefauns, ou statute est faict pur le repayment ad tale festum, que est vn an ou deux ans puis, B. Vsurie. 1.


127 Q Action sur le cafe pur appeller le plaintife faux periured ma, Et le defendant injustifiye quod tali die et anno in Camera Stellata le plaintife fut periure, et pleade certayne in que &c. per que il luy appel faux periured man, vt supra, put ei bene licuit, Et bô plee per Curiam in comuni bâco. Per q le pf dit de son tort demesine fauns ceo que il iura modo et forma. B. Action sur le cafe. 104.

128 Q Nota fuit accorder per le learned counself le roy, que le roy poeet amend son declaration

Acciô sur le cafe
pur appell’ luy p
iture, & iuific
en ceo.

De son tort de-
mesne.

Quel chose le roy
amendera lô de-


Digitized by Google
Annus 30. Henrici viiij. 39

declaration en auter terme in omittô & huiusmodi, come ou information misrecite le statute,
ceo poet estre amende, car misrecital est le cause
de demurer, car si soit misrecite, donquez nest
tiel statute, Mes il ne poet aliter le matter et
changer cego tout oustrement. Tamen mesme
le terme il puyt 4. El. Cóm. 243, per Weston
B. Amendment. 80.

129 C Fuit agree que ou terre est vende
per fayt endent enrolle, iuxta statutum 27.
H. 8. la pur cego que luse est change p le bar-
gayne et sale per le statute dito anno 27. ca.
10. et lachator in possession, et nad mesne de
aret le tenant datturner, la il poet disfrein et
faire auowry sans attornment. Contra sur
gratit per fine, car la il poet auer vn briefe de
p q seruic. B. Attornment, 26. in fine.

130 C Si intrusion per le heire poft morte
antecessoris soit troue p office, et puis le roy
ceo pardown per acte de parlament, ou p letters
patents, vncore le heire fuier liuery, car cego nest
reflore a luy per vn pardon, Mes si le pardon
fuit graunt deuat office troue, et al fesauens del
pardon heire est de pleine age, il reteignera le
tre, et office troue puis le pardow ne luy.greuera.
B. Charters de pardow. 54.

131 C Si home morgage sa tre a W. N.
sur condition, que si le morgageor, et K. S.
repay C. li. per tyel iour, que il reentra, et il
deule deuaet le iour, Mes. J. S. paya per le
iour, le condition est perfourme et hoc ratione
mortis le morgageor, non obstant que le pay-
ment fuit en le copulatiue. Econtra, si ne fuit
en le case de mort. B. Conditions. 109.

132 C Nota que en London hoe poet deuise
per
Anno 30. Henrici viij.

per testament a commen personne, comment que le testament ne soyt enroille. Sed si deuise in mortmaine il doyt estre Citizen et freeman re-
siant, Et le testament doyt estre enroille ad prox. huystinges B. Deuise. 28.

133 C Home deuise a deux & heredibus eorum et deuie; et puis lun del deuisies deuie, et lauter juruiue, il nauera letier p juruiuor, Mes tatu vn moitie, & lhei re del auu iointenat lau moitie, car ceo fuit le entet del deiufor Per Audley Chaucelor del Anglec. B. Deuise. 29. Et p B. ibbi in fin, Si vn deuise a vn auu in feod jimplici, le deuisie ad see jimple.

134 C Home voet que son terre deuifable serra vend per ses executors, et fayt 4. executors et deuie, toutes les executors doyent vende, car le truist est coniunctim misse en eux, quere, Car B. semble que si vn, ou deux deuyont, que les 3. ou 2. que juruiue poingt vender, car la est le plural number executors, et mort est fact de dieu, (B. Deuise. 31.) Et per luy ou tel will e fait & aunc del exec refuse & lauter prouie le testaunt, ceux, ou cey qui proue le testaunt poingt vend per lestatute (B. Deuise. 29. 31.) ou est expresse que fuit doubt al commen ley si le vend per vn exec fuit bo ou nemy, (B. Deuise. 31.) Et p aliquos ou hoë voet li le dre ferr véd poft morte J. S. p ses executorz & fait 4. executorz et deuie, et puis deux del executors deuie, et puis J. S. deuie, la les 2. executors que juruiue poyet vender, car le temps neff venus tanque ore B. Deuise. 31.

135 C Dicitur que si ieo vend mon chiuial, et le chiuial de W. N. al A. pur x. li. & W. N. repript jon chiuial, Et A. rendra a moy lentier x. li.
X. li. quia chattel nemy poet estre sur contract apportion, B Apportionment. 7.

24. H. 8. 60. Ne officies in vse font leas pur ans, rendant reet al auter que ad notice del primer vse. Vncore le leafe serra tantum al vse del lesece meisme. Et eadem lex per Plures comct que nul rent soit referue. Et si home fait feoffement, et annex secule al fait conteynant le vse, il ne poet change luze en apres. Et issint si expresse luje in le fayt del feoffement. Mescontra ou il declare le vse per parols de will. si. I will that my feoffees shall be seysed to such a vse. La il poet changer ceo vse, quia per will &c. Et que si feoffement soy fayt al vse le feoffor en tayle, et puis les feoffees execute estate a luy en fee, luze del estate talie est determine &c. B. Feoffements al vses. 47.

137 Si A. couenant oue B. que quant A. serra enfeoffe per B. de 3. acres in D. quod tunc le dit A. et ses heires, et toutes auters seysies del terre le dit A. in S. serra ent seysie al vse le dit B. et sez heirz, la si A. fayt feoffement de son terre in S. et puis B. enfeoffe A. del dits 3. acres in D. la les feoffees A. serra seysiez al vse B. no obstant quilz nauolet notice del vse, car le terre est, et fuit lye oue luze auaunt dit, ad cuiuisceque manus deuenerit. Et nezst seemle oue feoffe in vse vende le terre al vn que nad notice del primer vse, Car en ceft primer case luze nad estz tanque le feoffement soy fayt del 3. acres, et donques luze commence. B. Feoffements al vses. 50.


Conc H. 38. H.
8. int W. Roch.
& Radm La-
charne &c.

138 Note que fuit couenanted que A. serra al B. sa feme file J. R. iointure per fine, et le breife fuit port per J. R. vers A. & B. sa feme,
feme, & ils offer de conuistre a J. al entent q
J. rend a eux pur vye B. Et pur que B. la
feme fut deins age, ideo el fuit trahe hors, &
reieft. Et daphx pur ceo que nul poët pren-
der le primer estate per le fine, mes ceux que
serra nosme in le briefe de couenant. (Mes
chesun esfrayner poët prêder rem) ideo le
briefe fuit fait inter J. et A. tantu. Per que A
conuister le tenements destrle le droyt J. vt illa
que &c. Et J. graunt et render cœo al dit A.
pur terme de so vie sauns empeachment de
waft, le remaynder al dit B. fa feme pur ême
de sa vie, le remainder al dit A. & ses heires.

B. Fines leües. 108.

139 • Tenant le roy leissa pur ans et deuie,
heire s'uerà liuer non obstant q le lease endura.
Et eadem lex ou le pier declare són will del
ôtre pur ans et deuie. B. Liuery. 59.

140 • Si leaxe soyit fait a 3. de terre al
comen ley pur terme de vie, Ou pur ans, Ha-
bend sufceñiuæ, vncore cœo est vn joïnt estate,
& ils teignera in joïntuir, & sufceñiuæ est voidi,
Mes ou le cuftome de copyholdes est, que cest
parol (suceñiuæ) tiendra lieu, cœo est bone la
per le cuftome. B. Joïntenants. 53. leaves. 54.

141 • Nota que est aucient courfe à lex-
chequer, que si foit troue per office que J. S.
fuit seifje in fee et deuie, sed de quo vel de
quiibus tenementa tenetur ignorant, que co-
misjon issera d cœo enquier certeïment de quo
&c. Et si foit troue que de W. N. tunc le
partie auera oustber le mayne le roy. Mes si
office soyot troue quod tenetur de Rege, sed per
que seruitia ignoratur, cœo est bone pur le roy,
et serra entend destrle tenus in capite per sérun-
cium

Conc kinfe.
& Fineux.
p Bromley.
Anno 30. Henrici viij. 43

113.
2. E. 6. ca. 8.

clium Militare, car le melius serra prije pur le Roy. Mes ore in ceux cases melius inquiirend serri agard per statutum. B. Office deuant. 59.

142 C Si le roy graunta omnia terras & tenemèta sua in D. cest bone graût p ceux parols generals. B. Patents. 95.

143 C Tenetur, que ou tenant pur vie est, le remaynder ouster in taille, ou pur vie, et le tenant pur vie est impede & vouch cefty en remainder, que vouch ouster vn que ad title de formedon, et istint le recovery passe p voucher, la liffue cefty q ad title de formedon poenet porter son formedon, & recover vers le tenant pur vie, car le recompence supposé ne irra al teît pur vie, & ideo il poenet recoû, car son auncestre ne garrat nisi le remaind, & nó lestate pur fin de vie, & ideo le teît pur vie ne poenet lui lier per le recovery, car il ne garrant a luy. Et ideo en tyel case le sure voye est de faire le tenant pur vie de prier ayde de cefty en remainder, et eux de ioinder & voucher cefty que ad title de formedon, & istint d passer le recovery, car la le recompence irra a ambideux, B. Recovery in value. 30.

144 C Nota que tenaunt en taule que leuie fine oue proclamation serra lie, & ses heires de son corps auxi puis les proclamations saytes, et non ante, istint que si le tenaunt en taule deuant toutes les proclamations faites, ceo ne liera liffue en taile, & lex proclamations ne poient estre faits in plus brieve temps que en 4. termes. (B. Fine leuies 109. Assurances. 6.)

Mes teïnt en taule q neft partie al fine, ne serra istint lie puis les proclamations, mes que il auera 5. ans de faire son claime, Et fil faile de eux

Melius inquiri

Roy graunt per
general parolx.

Diuerfitie ou le rem tantum est garr. Et ou lef
tate pur vie.

Rec'delierecefty en rem &c.

Ioinder en aide.

Fine oue procl'
dei liant au
tenat en
taille & son
liffue.

Temp. pur faire plam fur fine.

5. ans pur liffue en tailde clai
mer.
Anno 30. Henrici viij.
eux et deule, son issuje auera auters 5. ans per lequittie de lestatute de W. 2. quod non habeat potestatem alienandi. Tamen dicitur si le primer issuje negleçt les 5. ans, per que il est barrable et deue, son issuje nauera auters 5. ans. Car si issuje soit vn foites barrable per le fine, le tayle est per ceo lie imperpetuum (Quere) Et lestatute dyt que il liera parties et priuies, et ideo ou tenaunt in tayle est partie al fyne oue proclamation, et son issuje clayme per formæ doni, issuje est priuie, Car il ne poet luy conuier come heire al tayle niji vt de corpore patris sui, que è priuittie : Mes fine oue proç poet estre confesse et auoided, et donques è ne lie car lestatute est entende de finibus rite leuatit. Et ideo il poet dire que les parties al fine nauera riës tempore finis &c. Car si nul des partyes nauer ryn tempore finis, tunc ceo est fine per conclusion enter les parties, Mes toutes estrauengers poyent auoyder ceo per le auerment vt supra. (B. Fines leuies. 109.) Et p lestatute de 32. H. 8. fine oue proclamation per ceftly que viæ in tayle liera luy et ses heires puis proclamatōs faizt. Et vn fine oue proclamation, le reuersion ou remained en le roy, et le conusor deule, q les proclamations font pleyment faytes, car neçt barre, ne discontinuaunce, ratione que le reuersion, ou remained en le roy ne poet estre dyscontinue, ideo la liſſu in tayle poet enter puis ò mort del tenât in tayle. (B. Barre. 97. Assurances. 6) Et B. Semble q nec leſtaq de 32. H. 8. nec leſtatute de 4. H. 7. ne liera liſſuje en tayle ne reuersion al roy p fine oue proclamatiō comët que les proç soiêt faites. Et vncore leſtatute de 4. H. 7. voet
Anno 30. Henrici viij. 45

voet ĉ puis proclamatōs faits, il serra final end, et concluera cibien priuies cœ estraûgers, except infants, femes couerts, et hiûodi &c. Et lißue en taille ĉ priule. Tamen B. penſa ĉ lentent ĉ leſtatute ne fuit que liſſu en taſye, le reuerſion al roy, ferra le, Car p luy, puis cel eſtatute ceo fuit priſe deſtre nul diſcontinuace. Et ideo luy femble ĉ ne liera liſſue en taſye, le reuerſion en le roy. (B. Fines leuies 121.)

Tamen quere, Car leſtatute de 32. H. 8. que voet ĉ lheire in taſye serra barre p fine oue proclamion puis les proclamatiōs faits, ad vn excepción de ceux douent le reuerſion ou le remi eſt en le roy, iffint que ne liera tiel liſſue en taſye. B. Affurances. 6. in fine. Mes auer- ment de recouery et exce ewe p biere dentre en le poſt oue voucher p le ſeſon ley, Car comen t ĉ le reuerſion ou remi foit en le roy, tiel recouery liera, et fuit barre vers le tenant en taſye, et ſon liſſue mayntenaunt, mes nemy vers le roy.

Mes a ſeſt iour per leſtatute de 34. & 35. H. 8. recouery vers tenant au taſye, le re- mainder oue reuerſion en le roy ne liera liſſue en taſye, mes que il poет enter puis le mort del tenant en taſye. B. Barre 97. in fine. Affur- ances. 6.

146 Si ceſty ĉ vſe pur terme de vie leuie une oue proclamion, la nul beſoigne deni ne faire claiœ deinz les 5. ans, eo ĉ nè ĉ vn graunt de ſon eſtate, ſil est loyal, et nul forſayure, car il nad riens en le terre. Ne il ne poet faire forſayure del vſe.

Eadem lex del une leuie per ſu pur vie en poſſeſsion. Tamen B. douba inde, et penſe aliter
Anno 30. Henrici viij.

aliter fil leuy e in fee, (B. Feoffements al vses. 48. Fines leuiæ. 107.) Et per plures si ceo sofit leuiæ per ceftuy que vse in tayle, ceo liera luy et ses heires. Mes nemy cefty que vse en le reuerion. Ne les feoffees puis le mort le conusor, car lestatute de R. 3. est, que il liera luy et ses heires. Et feoffees claymants tant jolemët a mesme le vse quod non est sic hic, Quere inde, Car B. semble per mesme le lestatute que tait in possession est remedy per cel estatute, mes nemy taille in vse, car ceo videtur luy de remayner al comen ley, come fee simple in vse coditional, car nesl vn done del terre, Tamen quere, Car per luy, per lequitie de lestatute de W. 2. de tailles, Deuisës in taille sunt prises, vncoere ceo est in nature dune done, Tamen nota a ceo lour per lestatut de 32. H. 8. fine oue proclamacion per cefty q vse en taille, liera le taille puis proclamatiœ. B. Fines leuiæ 107. in fine.

Rec vers cefty q vse en taille. Et lentre del feffees tolle.

Vse en taille.

Quære.

Equitie.

Conc Fitzb. 27. H. 8. 20.


Vide 29. H. 8. 111.

Post 147.

Weft. 2. ca. 1.

32. H. 8. ca. 36. Supra 144. & Post 147. in fine.

Vide 29. H. 8. 111.


Weft. 2. ca. 1.
Anno 30. Henrici viij.

1. R. 3. ca. 5. recovery ratione istoř verborū in lefтаř de 1. R. 3. q voet, q le recovery ferra bon vers le vendor et ses heires claimant tant solemment come heire. Et vers toutz auters claimant taunt solemment al vfe del vendor & ses heires. Et ceft entend par aliquos del fee simple. Et in caśu supra lissue en tayle clayme cœ heire en taile en vfe. (B. Feoffements al vřes. 56. in medio.) Tn vide flatuř de 32. H. 8. q fine oue proclamation leuie, ou deftre leuie q tenət en tayle en possesion, reuerfion, remaïnder, ou in vfe, puis proclamation ewe, liera ceux tenaunts de ceux tailes et leur heires imperpetuum. Et vide que mesme leſtatuft est tam bene pro temporibus preteritis, quə futuris. B. Feoffements al vřes. 57. in fine.

Exposition dun eftattut.

Fine per tenant en taile, en vfe ou poſfess.

Supra 145.

Anno 31. Henrici octaui.

29. H. 8. 114. 148 Q Dicitur pro lege que fine pur alienation est le value del terre alien per an. Et eadem lex de fine pur intrusion sur le roy. Mes le fine dauer licence daliener, neft nifq le 3. part del anual value del terre, que ferra alien. Et pur licence daliëñ en mortmaine, le fine est le value del ür p 3. ans, B. Alienation, 29. in fine.

149 Q Det sur obligation, le defendant pleď condition si fiterlt arbitrio J. et N. issint que lagarde soyt fait deuaunt tiel iour, et dit que lagarde ne fult fayt per le iour, le plaintife poët dire q ils fle]% tiel ag. deuaunt le iour, qil le def. in tiel poyn (et monstre certaine in quo) ad infreint, car il monftra lenfreynder en aſcun point certaine, ou autrement action ne giff. B. Arbitrement. 42.

150 Q Adjife, le tenaunt pled nyent attache per

Fine pur alienation, Intrusion ou fine dauer license daliener en mortmaine, ou aterment, dierañe.

Pleding de coiidic' en barre.

Replication.
Anno 31. Henrici viij.

Baily examine en affise.
Attachment ne ferra de bonis alterius, quam ten.
De queux choses attachment doit estre.

Per 15 iours, le Bayly fuit examine, que dit que il luy attache per le chiual dun fermon qui fuit vn termor al tenaunt del terme in pleyn, quel matter fuit recorde. Et B. semble que neft bon attachment, Car le tenaunt ne puit forfayt les beafts son fermon. Et Attachment doit estre fait de tiels choses que le tenaunt puit forfayt per vtagary.

Nota enter Dudley & Leueson pur le maner de Parton in co[m] Stafford. B. Affige. 480.

Ou graunt ferra bone sans attornement.

151 C Nota que si home ad kommen de pasture al certaine number, Ou komen de estouers al certayne number de carucis, et eux graunt ouster, o passa sans attornement, pur cee qui est deftre prise per mains del tenaunt, mes per les bouches des beafts, Et per scier et carier. Iffint vid qiiit nul attendancie, ne palimt est deftre fait p le t, la le chose poet passer sas attornemt B. Attornement. 59.

Ad intencionem neft condic.

152 C Per Plures Si home fayt seffement en fee ad intentionem pur performe sas wil, cee neft conditi, mes vn declaration del pur-pose et wil le feoffor, et le helre ne poet enter pur non performaunce. B. Conditions. 191.

Rec' vers cefty q vfe en taille.

152 C Cefty que vfe en tayle siffer recovery vers luy sur fait tylte deuauant lestatute de vjes, et deuie, les feoffees ne poyent cee fauxi-fyer en affise per voy dentre, mes aueront briefe dentre ad terminum qui preterijt, ou briefe de droit, et fauxifier cee per cee action. (B. Entre congeable 123. Fauxifier 49.) Et sil leuie, fine une proclamation & deuie, si estraunge de son teft demesfie enter in nosme les feoffees, ou a lour vfe deyns les 5. ans, cee auoida le fiin, coment que les feoffees ne luy commaund

Entre defrange.
commande, car per cee le franktenement est en eux tanque ils disagree, Ou tanque auter en? B. Entre congeable. 123. in fine.

154 Diciu q feoffeult dů moity est bon. B. Feffements al vues. 19.

155 Nota q fait enroil in London lia come fine al cōmon ley (īed non cōe fine oue proct) & ne befoigne liuery δ feisín sur tiel fait. Et ceo est discontinaunce fans liuery, eo que p le cuftome la, (que est referue per divers parliaments) ceo liera come fine B. Fines levies 110.

156 Home done þre a deux & heredibus, & ne dit suis, c neʃt fee simple. Et fuit dit que ratio est pur ceo q deux font nosfte en le fait, et ideo est incertaine a que de eux (here-
dib) fer l referu. Mes si fuit nisi vn en le fait, donques ferra referre al lū tantum. Mes en deuîe fuit dit per aliquos que les parols sup font fee simple, contrary en done et seffemêt, car lun fær prîse entedment, et laul nemy. B. Estlates. 4.

157 Seigniour et tenuant, le tenuant est attaint de treason per aët de parliament, et de forfayture toutes ses terres, et puis il est pardoû et reſtore per auter parliament, habend sibi & heredibus, sicut nul tiel attaynder, ne former aët všt esir. Ou si lheire del ceſtuy que fuit attaynt foyt reſtore par parliament en tyel forme, ore le seigniorie que fuit extincet est re-
uiue, et il tiend del common person sicut prius, et vncore a vn foypes le tenure fuit extincet per le forfayture del terre al roy. B. Extinguiʃ-
ment. 47. Reuiuinges. 8. Tenures. 70.

158 Si le baron et femme alien terre de H Collateral garri.
Anno 31. Henrici viij.

quel el est dowlable, la dauer collateral garantie, il est bone dauer le garranty del feme vers luy et ses hefres, et donques si el ad issue per le baron, et el et le baron deue, le garrantie ferra collateral al issue, pur ceo que le terre vyent per le plier, et non p le mier. B. Garranties, 79.


160 C Home leffa meason cum ptiini, nul terre passa per hec verba cum pertiini. Contrary si home leffa meason cum omnibus terris eidem pertiini, la les terres a e ses passa, Et plures grants sont de omnibus terris in D. nuper monasterij de G. pertiini, et maxime si auerre que ceo ad ptaine de tépore &c. B. Leafes, 55.

161 C Si hoe arrest en franchize, sua briefe de priuledge & remoue le corps et le cause, et puys ne vyent pur prouer jon cause de priuledge, le plaintife in le franchize poet au procedendo.
Anno 31. Henrici viij.

cedendo. Et ideo B. semble q là, les primer suerties remaine : Et contra siil ait eftre dismisse p allowance del priuiledge, car donques ses suerties sont discharges: Tamè luy semble que quaunt ils remoue le corps & le caufe, il ne remoue nul suerties, mes tunc la nè afe recorde vers eux, et donques il semble q le priuiledge estant allowe, les suerties sont discharges. Et ecôtra ou le priuiledge nè allowe, car donques le prifoner et le caufe fuit femper remainat in le cuftody d ceux del frâchife. B. Procedendo.

13. Suerties. 28.

162 C Dicitur pro lege q si home recouer terre vers J. S. ou diffelie J. S. il poet plede que il ad fon estate, et vncore il est eins en le post. B. Que estate. 48.

163 C Tenât a terme de vie surrender a cefty in reuersion extî terî a que il agree, le franketenement per ceo est en luy maintenaunt, et il est tenaunt al action vfer p precipe qd redd sauns entre, sed il nauera trîs sans entre. B. Surrender. 50.

Conc Brooke

Conc Fitzh.
43. H.

163 C Concordatur que si home soit fœ en le Spiritual Court pur disimes de seisonable boys, le partie greeue poet faire sugestion in Càcellaria, vel in Banco Regis, que il est fœ in curia spiritual pur disimes de grosse arbes, que passe lage de xx. ans, per nosteme Sylua Cedua, q est seasonable wood vse defîr succide, ou en fait il est grosse arbes et pria prohibition et auer ceo. Et eadem lex ou home est fœ en Curia Admirali pur chose fayt sur le mier, ou en fait il fuit sur le terre, la sur surmisfe que ceo-fuit sur le òtre il auera prohibition. B. Prohibition. 17.

164 C Fuit
52 An. 32. Henrici viij.

164 C Fuit dit pur ley, que le bœ de Rationabili parte bonus est p le comun ley, et q ce ad estre sepe mise in vre, com vn commun ley, et nunquam demurre, ideo B. semble que ceo est le commun ley. B. Rationabili parte. 6. in fine.

165 C Si home morgage sç a aî sur defesans de repaimêt, de reenter, per quel endenture le vendee les sa mesme le terre al vendour pur ans rendent rent, la si soit condition in le lease, que si le vendour repay le sôme deuaunt tiel iour quod tunc le lease serra voyd, ceo nejst vßury. Vide 29. H. 8. Et econtra, si l soyt de repayer tiel iour certaine, vn an, ou plus puis. B. Usury. 2.

An. 32. Henrici octaui.

166 C Si tenaunt en taile les sa sō terri pur 20. ans rendent rent et deuie, & le les sa oûster a vn aup pur 10. ans & les sa accept le rent del 2. les sa, ceo nejst pas affirmanse del lease, car nejst priuities enter le second les sa & luy. Còtra si ceo pay come baily le primer les sa. Et B. semble si le primer les sa vst les sa oûst tout son terme in parcel del terre les sa, et cel assignee pay le rêt al les sa in taile q ceo affirme lentier lease, Car rent sur lease pur ans nejst apportionable B. Acceptance. 13.

167 C Si home obtaine licence dailien le maner de D. & toutes sës terres & tenements en D. Il ne puit alien per fine, Car fiñ serra certaine tants acres de terre, tantes de pree, tants de pasturœ, et huiusmodi. Et lalienation ne doit varier del licence. Tamen par B. aliter vititur oue auermêt q tout ê vn, B. Alienatio, 30.

168 C Si tenant le roy de 4. acrez allé vn acre
Anno. 32. Henrici viij.

acre al roy, Ou il ad 2. files et deuie, & lü alien al roy, le rent feri apportion si soit seueable. Et hoc p le comun ley per aliquos. Quere, car lectura Fitziames est contrarie per B. Apporcionment. 23.

169 Ci home foit oblig. in bond de paier 20. li. lobiliger en que discharge le condition va, doyt estre prist al lieu &c. tout le iour, & lobilige poit veni ascun temps del iour. B. Conditions 192.

20. H. 8. 10. Per Fitzherbert Si Labbe & Couent vend tout les tres, & labbey, vncore le corporarion remayne. Quere per B. de que il serrr Abbe, car la e nul esgliese ne monastery. Et p luy Quere si labbe deueu fils. s. le Couent, poient effler auter, le meafol eftent diffolue. B. Corporations 78.


29. H. 8.


172 Si vn pson desglise leffà pur vie, & deuie, le succelfour accept fectlue, il serra lie per ceo durant fon vie, Contra fur leafe pur ans fait p luy, ceo ne liera le succelfor p acceptance de rent, car void p mort le leffour. B. Deane. 20. Encubent. 18. Leafes. 52.


173 Inquisition troue que J. S. tient cer-taine terre del roy vt de honofr suo Gloucefter q nè in capite, sur q proces issist vers W. S. q aï intrude &c. et de fuer liuery, et pur ceo q cê tenure neft in capite, & ideo liuery nè due, le

Apporcionment per le comen ley fur purchase.

Ceety que voit aver avantage de condicion done-ra attendance.

Abbey extintë.

Fait inrol p fem couert p le comen ley, Et per custome diuistie. London.

Infancie.

Leafe pur vie per perfon, & leafe pur ans diuistie.

Demurr fur office.
54 Anno 32. Henrici viij.

le partie demurre en ley sur le record, car e nul cause de liuery. Et lou hôte declare sur statute & recite cee auermint q'il neft, Ou ple dstat auermint q'il neft, lauter poet demurf sur e, car nul tiel ley fil soit misrecite. B. Demurrer en ley. 25.

174 Per Sibhley et alias, si home medle oue biens, cœ p trouer de eux, il serra ent charge comêt q'il eux liuer ouster deuaut action port, B. Detinue de biens. 1. en fine. 27. H. 8. 13. contr per Fitzh.

Aëtes executed deuant le deuorc

175 Nota pur ley, que ou le baron et feme sònt deuorces ou il est enheritrix, vncore meine acts executed ne fer rceiver p le deuorce come wast, receipt de réts, prisle de garde, pres-sentment al benefice, done de byens le feme, Contra denheritance, come si le baron vst dis-continue, ou charge le terre fon fem, Cui ante diuorciu gisf. Et idem de release le baron. Ou manumissiо dez villains & huuismodi. Et si le baron et feme purchase iointment, & sònt diisfisie le baro releas, & puis font diuorces, le feme auera le moitie, coment que ne fueront molties deuät le deuorce, car le deuorce conuert cee e moitie. B. Deraignement. 18.


Trouer.

Diversité.

Cui ante diu orcium.

Det pur Relief.

176 Administrateur dun seigniour port action de dette del reliefe que chia tempore in-testati, et le defendant plede en barre et tra-uers le tenure, et sic al issue. Et ideo B. semble que laction gisf cleremêt pur luy, Car le defendant ne demurre. Issint si soit port per execut del stir de reliefe due al teflator. Rotul 529. en communi Banco. B. Det 193. Reliefe. 11. in finibus.


Rec' vers tenant en taile le reuer-sion en le Roy.

Anno 32. Henrici viij.

le tenant in taile, et liffue in taile, mes ne liera le roy.

Mes ore per lestatut il ne liera liffu in taile, mes si il poez enter, B. Discontinuance de possession. 32.

178 C Disfu fuit que si person demise s. glebe al lay hoe, la il payer dismes. Contra del person mesme que eux referue in so proper mayns. Et que terre prius discharge de dismes feria vnquez discharge de dismes. Uncore si cestuy que ad purchase manner et rectorie que est discharge de dismes, leffa part de son demesnes, le lessor auera dismes de ceeo, pur ceeo que il ad le parsonage. B. Dismes. 17.

179 C Home fift deux executis et deuile, lun execut fift execut et deuile, et lauter furiue & deuie intestate, le executor del execut ne medlera, car le power de so testator fuit termine par le mort de luy, et per le furuiuer del auter, issint que ore lordinarie committera laadministration des byens lexecutour que furuiue, et de bonis non administratis del primer testator, B. Executors. 149.

180 C Home fift A. & B. ses exec & volat que B. ne medlera durant le vie A. & bien, car il ne refrayne fon entire power, car il poez faire vn executor de ses biens in C. & aut exec de ses biis in D. Et issofdeuide le temps vt jupra. B. Executors 155.

181 C Si home achate terre et le vendor execute estate al vede, habed sibi imperpetuum sauns parols de heires, ou lente la bargainet est de palf. fee simple, et le vendor sur request refuse de faire aut assurance, la gist breve de sub pena. B. Conference 25.

182 C G.
Anno 32. Henrici viij.

182 G. T. Chiualer seysie en taile a luy & l'hs males de so corps discontinue, & reprist a luy & E. sa feme, & al heires de lour deux corps, & auoit isshe T. & W. & deuie, & E. sa feme surulue, & T. auoit isshe E. nuptam T. W. & deuie, & puis W. per cousin E. sa mere tennant in joiature, port formedon sur leigne tayle vs son mere, & el appere al primer iour & W. recouer per nyent dedire & T. W. & E. sa feme heire al G. enter per lestatute de II. H. 7. Et lentre adiudge loyal per in le es- tature, que voet tiels discontinuances, alienation, garri & recoueries serri vold, (B. Entre Congeable Judgement. 153.) Et ne besoigne adire que le recovery fuit execute, car pur ceo q est voide, il ne vnques serra execute. Et E. heire auerre que il est mesfin le person a que le reuersion appertient, & ne monstra coment el est hie a ceo, & vncore byen per Molineux et Hales Justices, contra Browne et Mountague chife Juftyce del common banke. Mes toutes agree que fuit recovery per cousin, nient obstant que fuit sur voyer title. &t bien, non obstaunt que il ne monstra cause del cousin. B. Entre cogeable

183 Seignior & tenant, le teint tient per 3. d. 3. acres de terre, le tenant enfeoffe le seignior in fee dun acre, le seigniory est extinx pur le 3. partie, & remaine pur lauterz 2. partz, Mes si le tenant vif lesse al seignior vn acre pur ans, la le seigniory est suspende en tout durant le term, car seygniory poet estre extinx en parte, mes nemy suspende en parte, sed pur lentier. B. Extinguishment. 48.

184 Si couenauntes & agreementes sont contaigne


Anno 32. Henrici viij. 57

contaigne in Indentures & non vñes, & est co-
uenât per ceo Indétures que A. recouer vers B.
son ëre en D. al vñe del recoueror & ses heires,
& al vñes del couenauntes & agreemantes en
lendentures, la jîl recouer, le recouery serra al
vñe del recoueror & ses heires, et non al vñes
del couenants, & agreemantes in lendenture, ou
nul vñes font en lendenture. Mes econtra fi
vñes font conteigne en lendenture, et est cou-
enaunte que A. recouer al vñe de A. & ses
heires, & al vñes en lendenture, la le recouery
irra accordant, & serra executed per lestatute.
B. Feoﬀements al vñes 58.

185 Q Si home fait feoﬀemët dü meason,
ac omnia terras, tenementa & hereditaivta
eidem meœ. pertineñi, aut cum eodem occupañ
locañ, aut dimiss. existiñ, p ceo le teri vñe oue
le meason passer. B. Feoﬀementes 53. in ûne.

186 Q Høe fait seﬀemët deuant lestatute
dexecution de vñes, al vñe de luy in pur terme
de Jon vie, le reìn a W. en taille, le reën al diû
hüs le seﬀor, le seﬀor deute, & W. deute sans
issue, le diû hëe le seﬀor deins age, il fere in
gard p le fee disced, car lufe d fee simple ne
funt vnq. hors del seﬀor. Et ead lex ou home
don en taille le reën as droit heires le donor, le
fee neq. hors de luy. Contrary lex ou home
fait feoﬀement in fee sur condition de lny re-
seﬀer, et le seﬀëe doû al seﬀor pur vie, le
remainer ouster-in taille, le reën al droit heires le
seﬀor, car la le fee & lufe d ceo fult horz de le
seﬀour, et ideo il ad la vn reën & nemy reuer-
sion, (B. Gard 93.) Et si home tyent del roy
deaunt lestatute de vñes, & infeoﬀe auters a ûo
vñe pur terme de vie, le remainder ouster en

Recovery al vñe
del couenants &
agreemnts en
lindenture, & rec-
couery al vñe en
indenture diû.

Remainder al
droit heires.

Reuerion &
rem diuerf.

Ou home fuera
lïy, & ou nemy.
Anno 32. Henrici viij.

taille, le remainder a ses d'it heires, & deuie, &
puis le tenant en taille deuie sans issue, lheire
del fessor suera liuery, car le fee simple ne vu-
ques fuit hors de luy, & ideo ceo discend a son
heire, & il ad ceo per dyscent, il suera liuery.
Et eadem lex, et pro eadem ratione, si a cest
iour home done in taille, le remaynder a ses d'it
heires. Aliter B. semble ou home fait feoffe-
ment en fee in possession & luy dismisse de tout,
et repirse pur terme de vie, le remainder en
taille, le rem a ses d'it heires, & deuie, & puis
le teit en taille deuie sans issue, la lheire que est
droit heire, est purchaisor. Et si le roy selisit,
il suera ouster le maine, et ne ferra arct de suer
liuery. Mes si le tenant in tayle vst deuie
sans issue en le vie le tenant pur vie, et puis
le tenant pur vie deuie, la son heire suera
liuery, car le fee simple vst en le tenant
pur vie per extinguishment de mesme rem, &
ideo la le fee simple disced. Et nota liuery est
que le roy auera le value del terre per demyan.
Et ouster le maine a breve de ouster le roy del
terre sans aucun profit don al roy. B. Liiuery.

188 Il Ou home tient certaine l're del roy in
socage en capite, le roy nauera liuerie de plus
que de terre socage. Idem ou tient di roy in
chialarlry & non in capite, le roy nauera plus in
garde, mes tantum ceo que est tenu de luy im-
mediatement. B. Gard 97.

189 Il Cesty que tient del roy en chialarl.
& nemy in capite, ne suera liuery, eo que il ne
tient in capite, & la quault lheire vyent a pleyne
age, il auera ouft le maine, car nul poit enter
sur le roy. Mes il soit de pleine age al temps

Diutitie, de oufr
le maine & liuy.

Liuery de terre
socage.

Tenure del Roy
en Chialarly, &
in capite diuf.

Vide 38. H. 8.
322.

Stp. 13.

322. H. 8.
Vide 38. H. 8.
Stp. 10. 13.
Anno 32. Henrici viij. 59

del mort son auncestour, dōques il rendra reliefe al roy & alera quite. Sicoe il tenust dī vn comon perso. Contra de Tenure in Capite.
B. Liuery 62.

190 C Trespas sur le case quod def. assumptit deliberar quer. 4. pannos laneos, et il plede quod assumptit liberare 4. pannos lineos, sauns ceo quod assumptit modo & forma, & sic al issue. Et e troue que il assuma pur liuer 2. pannos laneos, sed non 4. (sic vide que cest issue, coment que il vient en vn trauers, ne amount nisi al general issue) Le plaintiffe recouer damages pur lez 2. & fuit bari et amercle pur le ref. Mes aliter est si issue soit, Si A. & B. enseffe le tenaunt in Precipe quod reddat, necne, & troue est que A. luy enseffe, mes que A. & B. non enseffe luy, ceo est troue contra le tenant in toto, Ou contra luy que plede tel feoffement qui est issint troue B. Issues ioynes 80. Verdici 90.


191 C Si home joyt arrest en London, & troue suerties al playntife la, et puis est dismisse in banco per briefe de Priuledge, & puis procedendo vient en mésme le suit all Court de London, ceo ne refulera le primer mainprisfe, ou suerteship, car vn foites dismisse & semper dismisse. Et dicitur que puis que home ad troue maynprisfe al bill in banco regis, et puis soit al issue ou demurrrer, et puis soit agard de repleder, & d faire nouel declarač, le mainprisfe p ceo ë discharge, Contrary ou ils manuceperrunt vifq. finē placiti, & ou le originall remaîne. B. Mainprisfe 96.

192 C Roy done al Comiti de Rutland in talle, & puis intende de donner ceo a luy in fee simple,
Anno 32. Henrici viij.

simple, et dextînî le taille, & dubitabatur ŝ le surrrender del letters patent del taille & le cancellation del cœo, & del enrolment & bil assigned, ne doit extînîte le taille, car le taille executed poit estî auerre sauns monstre le patent. Et formedon gift puis le taille executed sans monstre le patêt. Et fuit prise que ne fuit bone suertie pur le roy pur ses servîces de doû le reuersion, tenend le reuersion per tiels servîces quant cœo vest, & de except les primers servîces duraunt le taille, car quante le reuersion est ale, le rent et servîces refereuz sur le taille fôt alez civiî in casa regis, vt in casa cômunis pîone. Et ideo le deuîse fuit ŝ le roy per nouvel patent recitant le prîmir patent, donera le reuission, & le primer rent & servîces, habend in fee, tenend p tales servîces, & red- dend tiel rêt, & per cœo le roy auera le nouvel tenure maintenauant, & le grauntee ne serra charge de double servîces & rentes duraunt le taille. Et fuit agree pur ley, que si home perda fez letterz patentes, il auera Constat del letters patentes hors del enrolment, et bil assigned, que remain in Cancellaria. Et ideo B. semble que lenrolment ne serra cancell (B. Patentes 97.) Et fuit agree p Whorwood Attorni Regis, & optimos legis peritos, que si tenant in taille de done le roy surrrender ses letters patentes, cœo ne extînîte le taille, car lenrolment remain de recorde, extra quod liuue en taille poiet auer Constat, & recouer le tre per que ils fierôt le deuîse vt supra, s. que le roy graûtera al dit Comiti tenaunt en taille le fee simple auxi, & doques recovery vs luy doit barrer le taille. Et econtra le reuersion estîant en

Vide 12. H. 7. 12. per Filher.

Supra 177. contra.
en le roy, (B. Surrender 51. in fine) Et dicitur pro lege, si le roy done in fee, ou in taille, ou pur vie, le patentee le ffa cego pur ans, ou grauta, leffa ou dona part del terre ou del intereft a auter, & puis furrender ffo patent, per f ceo est cancell, ceo ne preudicera le 3. perfon que il perdra fon intereft per ceo, car il poet auer Conffat hors del enrolment, f luy feraura, quere inde, Quia vn eftatut eft fait de ceo. Et quere f le Compliance ne fera, car patet libro Intraffionum fo. que home pledif vn Conffat. B. Patents in fine 79. Surrender 51.

193 C Dictum fuit pro lege, que le roy poet graunt chofe in action q eft personal, come dette & damages, vel himoi, Ou chofe mixt, come le garde del corps. Mes nemie chofe real come action de terre et huiusmodi, come droites, entries, actions, & huiusmodi, que abbeyes poient au (Et que le roy auera ceux par statut de dissolutio de Abbeys 31. H. 8.) ceux choses en action le roy ne poet graunter. Tamen per B. vide fi ne soient parols in cell statut de mitter le roy in possession, coment que Labbe fuit mife a fon Action. B. Patents 98.

194 C Si villeine vient a vn cœ executour, ou a un Euesque perfon ou hulysmodi in iure ecclesie, et il purcafe terre, leexecutor enter, il nauera cego, iure apprio, sed come executor, et ferra assets. Et fi leuesque, ou le person enter, il nauera cego mes en iure ecclesie, pur e que ceux nafta le villein in iur proprio, sed in au? dît, Contrary fifs ount ewe le villaine iure proprio. B. Villenage 46.

196 C Fult tenus pur ley que en briefe dat-taint home nauera superfedias pur distourber execution,
execution, car le veritè serra entend voler quouèque est reuerse &c. Et que le Register que done supersedias la nest ley. Contrarye fur briefe derrour, Car poet estre intend que errour est pur le suit le def. &c. B. Supersedias. 24.

167 C Si home port dette de 10. li. le defendaunt gage sò ley. Et puis le plaintife port aétyon fur case vers mesme le def. quod assumptif soluere les 10. li. &c. Le def. pult plede que de mesme le summe le plaintife port auterfoits action de det, en que le def. gage son ley, iudgement si action. Et bon plee, car il fult vn foits barre de mesme le summe. Et en action sur le case quod def. assumptis de payer 10. li. al plaintife, quel il deft a luy pur vn chiuat, et vn vache, le def. poét dire que il assumptis soluere 10. li. al plaintife que il deuer a luy pur vn chiuat q il achate & luy, quel summe il ad paye al plaintife, sans cero que il assumptis soluere 10. li. quas debuit. querent pro vno equo & vna vacca prout &c. Vel absque hoc quod debuit al pt 10 li. pro equo & vacca, prout &c. B. Action sur le case 105.

198 C Action sur le case eo que le def. trouve les biens le plaintife et eux lluer as person disconus, la non liberauit modo et forma nest plee, sans dire non culpable, ou le chose rejt en fesans. Et si laction fuit quod cum que r poss. fuit &c. vt de bonis propriis, & le defendant eux trouver, & ceux conviert en son proper vje, il nê plee quod que r non fuit possessionatus vt de propriis, mes dirra non culpable al misde-meanour, et donera in euidence quod non fueront bona quertenis, & tamen verum quod non culpable erga ipsum. B. Action sur le case 109.

199 CNota
Anno 33. Henrici viij. 63

199. Nota si executours plede plenément administrer in acce de det, & done en evidencce paymet de legacies, le pl en action de dette poet demurre en ley sur ceo, Car tiel administration ne fut allowable en le ley devant les dettes pay. B. Assets enter maines 10.

200. Nota lou home plede recofry p estrauge nosm del choze dd. (B. Aumens 42.) Coe si Preç que reda soit port dd mañ de B. vel hündi, le t plede fin, recofry, vel hündi del mañ de O. Il doit auerre que lun manour et lauter sounnt vn mesme manour & nemy diuers. Contrarye si plede fine ou recovery de predicte manerio de B. Car hoc verbum (predict) est en effect vn auerment que tout est vn (B. Pledinges 143.) Et lou home plede recoverye per estraunge nosm del parties, il doit auerrer q le primer person, et cefty person, font vn mesme person, et nemy diuers, Aliter B. semble ou il cee plede per hoc verbu predicí. B. Aumens 24.

201. Euesque charge. Ou gráit office oue laffent le dean & chapter et deuie, ceo ne vault per aliquoz, Car doit eftré confirmé p le Deane & chapter. Et hoc accidit in le graüt del office del Senéchal del euesf, de Londó, enter Aldred Fitziames, & John Edmundes del Middle Temple, Lou euesque graunt le senecall de ses tres al Aldred Fitziames, per aßent le Deane et chapter & deuie, per que le grantee parde loffice vt dicitur, pur ceo q le Deane & chapter nauer ceo confirme. Tamen plus fuit en le graunt de euesque, come misnósmer & huitfmodi, car le dit Aldred Fitziamez fuit nosme Ethelredus, ou ferroyt Aldredus,
dredus, et iisfint fuit misnofme. Auxe fuit
default in le seale (B. Charge 58. Confiura-
tions 30) Et auxi le fait fuit quod sigillum
nostrum apposuitmuz que put estre referre al
Euesque tantum, & non al Euesq, Deane et
chapiter. Et ideo p plures ad hunc diem le
graunt fuit auoade pur ceux causes, & non pur
lauter cause. Et iisfint graunt owe aiffent del
Deane et chapiter owe toutes perfections e bone.
B. Confirmations. 30 in fine.

202 C Si Euesque foit patron, & le person
fait leafe ou graunt p fait la leuefque, patron,
& lordinary, & le Deane et chapter doient
conforme, fi le gët ou leafe ferë sute, Et econfi
ou lay home est patron in fee, et il et lordinary
conforme, cdeo suffisit sauns le Deane & Chapter,
car en le prim case, leuefque Patron ad interet
in inheritaunce al Euescherie. Mes in lauter
case il nad que vn judiciall power, ideo suffisit
que cefty que ad le power all temps &c. con-
firme car cdeo est judicial aë. Mes in lauter
case, il lie linheritance, que il ad in iure ecclesie,
quel ne poett faire vers fon succesfoure, sans con-
firmation p le Deane & Chapter. (B. Confirma-
tion 21. Charge 40, Leases 64.) Patet hic que
le patrô doit auer fee simple, & hoc iure pro-
prio per cause del Deane & Chapter destr
ioyne oue leuefque ou il ë patron. B. Charge 40.

203 C Nota ò fi le roy pur luy et ses heiress
graunt catalla felonum & fugitivorum, vel
huiusmodi, queux gisfont en grant, & il deuie,
le grauitee ne besoigne confirmation del nouell
roy. Mes si foitt faire ou market vel hëmodi,
& foit abuse ou misufe come poet estre. Ou si
foitt judiciall ou ministeriall office ou power, cœ
 defi
Anno 33. Henrici viij. 65
desf. Justice de peace, Escheter, vel hündi, la il doit auer confirmation del nouvel roy (B. Confirmation 19. & 29.) Tamē B. semble q le grauit de chose q gist en graunt e bone clerement, sansceux parolz, pur luy & ses hris, Mes de garantie, couenant, annuitie, vel hündi, la il doit faire ceo pur luy & ses heires. B. Confirmation. 19.

Ceux parolz pur luy & ses heires, in graunt le Roy, Et econtra.

204. C Nota ou e trouve p office q J. N. e le roy fuit seifie & deuie seifie, & q W. son heire intrude, & puis per act de parliament le roy pardon touts intrusions, in ceo case lentre & loffence e pardō, mez nemy lissues & profits, car d e lescheter ferī charge per viam compoti, sil ad eux receuie ou nemy, car qnit loffice est de record il doit eux receuer, Nīsi ou e est troue in loffice q tiel home prēt ent les qhits. Mes ou le roy pardon, ou nul office est troue, lhe rē est discharge ci-bien des issues & profites, Et auxy de liuery. Cōe de intrusion per reason del pardon, car p ceo tout e pdō, Et la comen que loffice vient puis que troue lentruison del hēre, vncoare tout e ale p le pardon & ceo feruera, pur ceo q tout fuit pdon deuant, a q le roy fuit intitle de recorde. B. Charters de pardon 71. Intrusions 21. Issues retornes 22.

30. H. 8. 130.

205 C Office auera relatio al mort launc. qnit al terre dißcend al hēre le e le roy & qnit al intruison (B. Relation. 18 in fine.) Sed ecōtra qnit al allenation fait p e le roy sans licēce, ceo nauera relation deuāt le trou de ceo (B. Relation 18. Intrusion 19.) Et tiel entrīe p purchase nē appelle intruison, mes vn trespas, & issint sont les parols del pardō inde, qd Pardonamus trangression pdiētam &c. B. Intrusion 19.

Diuerfite.
Anno 33. Henrici vnij.

206 Si home ad liberties, rent commen vel hiundi per prescriptyon, et puis prist ent graunt del roy per patent, ou dun auter per fait, ceo determinera son prescriptyon per conclusion. B. Prescription. 102. Estoppel 210. Car ejscrip determinera contract & matters in faitz. B. (Prescription 102.)

207 Si home enseffe 2. sur coedition que ils enseffes W. N. deuitt Michael, et lun deuie lau s ole fayt le feoffement ceo est bone. Eadem lex si 2. leffe terre rendaunt rent, et que si fott arere p 2. mois, & loyalmet demanda per les dits leffours, que ils poient reenter, lun deuie, et lauter que suruiue ceo demanda et neft pay, il poiet reenter. Et eadem lex si le leaffe fuit fait a 2. oue parrois que si fott arere & demanda de eux 2. &c, et lun deuie, et le leffour demanda ceo de lauter que suruiue, et il ne pay, ceo est bone demanda & le leffour poiet reenter. B. loyntenants 62.

208 Tenetur pro lege, si le roy fott intitle per double matter de recorde, come est enac per parliamant que J. S. ferratt & treason, ou felonie, et forfetra toutes fes terres, Et auxi office est ent troue, la le partie que droit ad, ne poiet taffaie mes est mise al petition. Et eadem lex si le roy ceo graunt ouster puis le double matter de record troue. (B. Petition. 35. Trauers doffice, 51.) Mez ou le roy nad auter title nisi per faux office, la le partie que poiet faire title, poiet trauers tam versus regem, quam versus partem, si le roy ad ceo graunt ouster, Mes ore cest aide per statute, B. Trauers doffice 51. in fine.

209 Si leffsee pur ans deuise son terme, Ou
Anno 33. Henrici viii. 67

Vide temp. H. 8. 334.

Ou auter son chattel ou biens per testament a vn pur terme de sa vie, le remainder ouster a auter et deuie, et le deuisee enter, et ne alien le terme, ne done ou vend le chattel, et deuie, la cefty e remaynder ceo auera. Mes si le primer deuisee vst ceo alien, done, ou vend, la cefty in remainder vst estre saüs remedy a ceo. (B. Chattels 23. Done. 57. infra. Et siffint B. semble si soient forfaits in son vie, ceftyuy in remainder nad remedy. B. Done 57. in fine.

35. H. 8. 274.

210. Q Home ne poet faire manner a ceft iour, non obstant que il done terre a plusieurs seperaliter in tayle, a tener de luy per seruices, et s Butt de son court, car il poet faire tenure, mes nemy court, car court ne poet estre nisi per continuance, cuius contrarium memoř hominum non existit. Et dicitur pro lege, que si mäner soyt, et toutes les franktenures escheate al seigniour preter vn, ou siil purchase toutes preter vn, la puis ceo. s. manner est extinct, Car ne poet estre manner nisi soit court bar a ceo. Et court baron ne poet estre tenus nisi deuaut futours, et non deuät vn futor, ideo vn franktenant tantů ne poet faire manner. B. Comprise. 31. Manour. 5.


211. Q Nota ou lestatute de 31. H. 8. done al roy, les possessions de abbeyys, et tous droits étries, actions, conditions & huinjmodi qui labbies poiët auer ewe, & que il serra in possession sauns office, & que il serra adiudge in actual et real possession de ceux in tiel plite & sort qui ils fueront tempore cõfeccionis statuti illius: Uncore si abbe fuit džisfiie de 4. acres de terre, le roy ne poet ceo graunt ouster deuant entrée fait per luy in ceo, pur ceo que e chose in

Remainder de chattel deuise.
Diversité.
Forfeiture.
Feifsans de manour.
Court baron.
Suitors.
Chose inaccion vst en le roy per lestatut de 31. H. 8. cap.
in action reall. Et nyent semblé al chose in action personall, ou mixt, èome det, gard, et huissmodi, p Aliquos. Et ali qui eontra per reason de ceux parols que le roy ferra in possession, Tamen p B. hoc videtur, que il ferra in tiel possession come labbe fuit. s. de chose doit labbe auoit possession, le roy ad de cee actual possession, Et de tielz dont labbe nauoit que cause dètre, ou droit in action, de ceux le roy ferra vest dui title dètre & title dacc. Mes il chose a qil il ad tiel cause dètrie ou dacc ne pur è in luy in posse. Et idée ne poet passer del roy p general parols, mes B. semble si le roy recite le diffèisin, et coment le droit & action est dòe ent a luy p lestatute, et graut cee especialment q cee est bo, B. Chose in Action. 14.

212 C Home done terre in tayle ou leffa è pur vie, ou pur ans renduet rent oue. vn condition que pur defaut de paymet de reenter, la fil leffa partie del fere al donour ou leffour: Ou si le donour ou leffour enter en partie del terre, il ne poet reenter pur rent arere apres, Mes le condition est suspended en tout: Car condition ne poet escrire apportion, ne deuyde B. Extinguiſhment. 49. Conditions. 193.

213 C Det sur obligation de perfourme tous cownants còtayne in certeine Indentures, il neft plee q il ad perfourme toutes les cownants generalint, s. quod pfornauit omnes & singulas conventiones in Indeturà predicè speciſiſcàt ex parte sua perimplèd, fils soiit in laffirma‐tiue. Mez moſtra certein in chescun point, coment il ad eux perfourme, (B. Conditions 198. Couenaunt 35. Et ou in cownant le defendant dit
dit que les couenaunts sont que il payera 10. li. per tiel iour, et luy enfeoffe per meisme le iour, quas quidem conuei idem defend bene permpleuit, ceo neest bon plee, car il mostra comment il ad ceeo performe certeine. B. Couenauits 35. in fine.

214. C. Nota pro lege que cest la disstraine auers poet eux metter in clofie meafo il voet eux dos viad, car le disstrefe in pounte ouert, neust mes al intent que le owner poet dos a eux viand. B. Distrefi. 66.

215 C. Concordatur pro lege, que si terre escheate al Roy que est in leafe pur ans, Ou charge oue rent charge, et office est truie pur le roy del escheate (le leafe ou graunt nyent truie in loffice) le leffee ne poet en? ne le gratee ne poet distrein, mez si le roy graunt le tre oufier, le leffee poet en? et le gratee poet disstreine. Tamen home qi claime franktenemët in le terre ne poet en? faus trauers loffice p B. Entre congeable. 124. Conceditur pro lege oue deux jount dume meisme nosime (come si jount 2. R. B.) et lum leuy fine del aut tre, la lautre anoydera ceo per piee. s. A dire que jount 2. del nosime, et que lautre R. B. leuyie le fiii, & nemy cesty R. B. Fines leuies. 115. in fine.

216 C. Si le tenaunt in Precipe quod redhat pria le viewe p. Attorney, son attorney ferra effoine sur le viewe, mes il meisme prie le viewe in proper person, donques per plurez mal ferra effoine sur le viewe; mes le tenant meisme, Car puis proces sur vn voucher il meisme ferra effoine et per consequens similitus ferra sur le viewe. Et notas que graunting deffoine ou effoine ne gist ne erro. Contrary del denying deffoine ou il gist. B. Effoine. 116.

217 C. Si

Pound ouert.

Entre ou dif-trefe sur le patentele Roy,
Contrary sur le roy.

Qui traurers office.

Auter de meisme le nosime leuie le fine.

Effoine sur le view ou vou-
cher.

Erroure.

Dierfittie.
Anno 33. Henrici viij.

217 Conc Eliot.
217 Si home prist auers come esray, & eux garde per 3. quarters del an, & puis ils esray de luy, & aut eux happa, le primer seigniour qui eux gard p 3. quartes, ne poet eux reprendre, pur ceo qui il nad propertie in eux tanq, il ad eux gard p lan & iour, et proc ot passe in 2. prochein mket villes & 2. market iours, lun in lun ville, et laut in lauter ville. Car le posseejon le 2. sefior est bone vers cesty qui nad propertie. B. Esray. 11.

218 Homage.
218 Nota in Scaccario que deane & chapter, & auters corps politike ne fra homage, car ceo serf fait in psion, et corporation ne poet apere in psio, mes p Attorney, Et homage ne poet estre fait per attorney, mes solemt in psion B. Fealty. 15.

219 Coûtur ne voyd' coll' garranfy fur discont.
219 Nota si le baron discontinue le droit son femme, & Auncesfer collateral del feme releas oue garranf & deule, a que le feme est heire, & puis le baro deule, le fée ferra barf in Cui in vita per cè garrantie, non obstant le couverture, pur ceo qui el est mise a s. actio p la disconf, car coûture ne poet auoyer garranty, mes ou lentre le feme è loyal, qui il nest fur vn discontnuance. B. Garranties. 84.

220 Preignancie.
220 Informaè en Scaccario òz A. B. pur achatl alun les in s hearing time & Laajumpio tali an de C. D. contra formam statuti, ou il nest pas drape, ne il ne fift ét drape ne yearme, Il dit qui il ne achata pas de C. D. kötra formâ statuté prout &c. Et nul issue car ne pas material ne trasfable fil achata de C. D. ou de E. F. ou de au, mes fil eux achata contra formâ staç, necne. Et ideo Issue ferra, ne achate pas modo & forma &c. B. Issues ioines. 81.
81. Negatua preignans 54. Trauers per
367.

221 C Pier del realme ser
trie p so piers fil
soit arraine sur indici
tum, Co
tary fil so
tarraine
sur appeale, car al fute del parties il ne serra
trie par ses piers. Et sic fuit fines seigniour
Dacres del South. hoc an, et ped pur felony
pur mort du hoe que fuit troue in so copani a
vn hunting in Suff. B. Iurors. i fini Trials 142.

222 C Fuit aludge in Curia hofpicii dni
Regis apud Greenwich & Edm
du Kniet
militi, que il serra disherit, imprison impetuu,
et so maine coupe, quia pu
cufit quendu homine
ibidem le roy esteant la in so court B. Paine.
16. in fine.

223 C Hoe grat proximi presentatio
em & ad
feme & deue, le gratee aua le primi presentation,
lliere le second, & le fee pur dower t 3. B.
Pre
tatio. 55.

224 C Fuit agree qi si in taile le reu
sion
al roy, suffer recoisy, ceo liera luy, & fon
issue, sed nemy le roy p le comely leuy. Uide
nuc flatutu ind qi ne liera lissue. B. Recouery en
value. 31. Taile 41. in fine.

225 C Si home leffe son maner except les
boys & subboys, per ceo le soile del boys est
except per Baldwine chiefe Ju
t. del coen bank.
Fitzb. iuist. & Knightle, & Mart. seri
ts. Contra Spilman, & W. Conig.
Justi. B.
Re
eration. 39.

226 C Nota si statute staple soif extend et
issint remaine per 7. ans sauns Delerater fait,
vncore il poet au vn Delibera al fine de 7.
ans. Mes cefly que ad le terre a luy lif per
liberate sur statute, ne poet faire surren
der conditional
conditional al conusor et enter pur le condition
enfreint puys temps del extent incurres, Cœ
ebre de x. li. per an eʃt liuer en execution pur
xl. li. cœ poez incurrer in 4. ans, la le Conusce
per tyel condition ne poez enter puis les 4. ans
incurres, car il doit prender les prêts sur fon
extent mainteint. Et il ne teignia ouster fon
temps nisi in speciali casu, come ou le tre est
surround oueewe joden tempeʃt vel huiʃsmodi.
Et le juidgement serra quod teneat terram vt
libīm tenementum suum quouʃque denarii leuen-
tur. B. Statute merchant. 41.

227 C Dicitur pro lege que si le conusor sur
statute stapel ad vn reuerson, & graunt cουter,
& puis le tenant pur vie deule, cest teri ne
serra miʃe in execution, car le reuerson ne
vqnes fuit extendable in les maʃnes le conusor.
B. Statute merchant 44. in fine.

228 C Si diuers Sessions sunt in vn mesʃme
parliament, & le roy ne signe bille tanque al
darrein, la tout neʃt que vn mesʃme iour, &
tout auer relatiʃ al primer ioure del primer
Sessions, & le primer iour & le darrein, tout
nė cœ vn mesʃme parliment & vn mesʃme iour
in ley, Nifi special mention soıt fayt in laʃt quant
cœo prêtera force. Mes cheʃcun Session in
que le roy signe le bille est vn iour aperluʃ et
vn parliamet aperluʃ & nauera auter reλa-
tion mez a mesʃmes les Seʃʃiœs. B. Parliamet.
86. Relation. 35.

C Nota que in Court baron le tryal est par
ley gager, Mes ils poient eʃtre per iurie ex
affensu partium. Et que les maximes & les
general customes del realme, que est le comen
ley, serra trie p les Juʃt. Et eadem lex de
expositions
expositions de statuts, Et per le ley ciuel, les
Judges ouent le construction del statutes similiter.
Mes particular customes ne serra trie nisi per
patriam. B. Trials. 143.

229 Ç Nota si home en action, ou recite pleadinge alledge statute et ceo mis-recite in matter, ou
in an, iour, ou lyeu, lauf poët demuri general-
met, car la est nul tiel statute, et donques est
nul tiel ley, car chescun qui medle oue ceo doit
monstre la ley veraci. Mes in cauf regis il
poët esti ame, & hoc in alio termino. Con-
trary pur commen person. B. Parliament. 87.

230 Ç Vid in Scacc. 3. E. 3. Ro. 2. fuit
troue qui home tient del roy in Chiualrie in
capite, ve de honore suo de Rayleghe, Et fuit
prise nul tenure in Capite, mes tenure del
honour, & iede son heire auera oustre le maie
de ses auter terrez, qui ne serra si yst estre in
Capite, car doq le roy auffa tout in garde p jon
prerogatue Tamen aliter est qui le honour foyt
annex al Coroi, Car donquez le honor est in
Capite. Et An. 11. H. 7. le honor de Ray-
leghe fuit annex al Corone. Iede ore ceo e in
capite. Et ou le roy doe tre, tenendu de luy
per fealty & 2. d. p oibus feruiciis, ceo e
Socage in Capite, car e del parson le roy, Et
eontre si fuit, tenendu ve de manerio de R.
B. Tenures. 94.

An. 34. Henrici octau.

231 Ç In action sur case quot bona quef
deueniit ad man7 defend, et il eux degafta, le
defendit dit qui no deueneri ad man7 &c. Et bo
plee,
Anno 34. Henrici viij.

plee, et done in euidèce q' ils ne fuët le ñper
birs le pl. B. Acc. sur le case. 103. in fine.

232 C Accion sur le case fuit port in Lon-
don p A. B. quod cum ipse posessio n fuit de
certeln vine et aut iiufle ( & më certë) in tiel
nief ad valëtià &c. Et ne mòmtra lieu certen ou
il fuit ent posseffe, & vincible bone, Et alledge
q' le defendt tali die, Anno, et loco, in Louëdres
assüpfit pur 10. li. q si le dit nief & biz ne
vyent saffe al Lônd & mife sur la terre, qd
tunc il satisfia al pl. 100. li. & ñ puis le niefe
fuit robbë sur le trade in le mier p q il port
laçtiö pur nö satisflet. Et le verity fuit q le
bargaine fuit fait vitra mare & nö in Lôd.

Mes in açiö sur case sur Assüpfit & hmödi, q
nest pas local, le lieu nest pas material, (Niët plus q in det) car il alledge q les dits
biens in parochia sanëti Dïstani in Orient
Londô, antequà ad terrà posìt fueront, vel
discàrcat, aërportat fueront per ignotos &c. Et
laçtion gist bien in London coment qils fue-
ront perijh sur le haut mier. B. Acc. sur le case
107

233 C Det ë port vers Lordinarie que
pend le briefe commit ladinistration a J. S. le
primer briefe abatera, car lordinarie ët com-
pellable de cömîter ladinistratiö p statute
B Administrators. 39.

234 C In repleuin, si le defendt auowe pur
ceo que A. fuit seigniour et fuit seîsi p le
mainez B. doncues tenant &c. de tiels jëruiçes,
poet conueier lestaë le dit B. in le tenancy al
pleitife in repleuin, per q eftate, ñas monstre
comem, Mes il ne poet côuay a luy mesme lef-
tate le dit A. in le ñorie per qëftate ñas më
comêt,
comēt, car le seignorie est la in dd et nemy le tenancy. B. Auowrie 7. Que estate. 2. in finibus.

235 ¶ Nota que ceftly que auowe sur le terē, coē deins sōn fee ou seigniorie per lestatut allegera seijine, coē en auter auowrie, et donques concludera sōn auowrie sur le terre come deins sōn fee et seigniory, Et en tyel auowrie checsun pleynite in repī (soit il termor ou autē) poēt aut checsun respons al auowrye, come de trauser fer le seijine, le tenure, & huīušmodi qī sōnt bon respons in Auowrie, Ou pleade release, vel huīušmodi come tenāt del franktenement ferrā, coēt qī il soī estrāge al auowrie, car tiel auowrie neīt fayt sur afsun perqōn certeine, ideo checsun est estrāge a cel auowry, & issīt le plēitif poēt auter checsun respons qī sūffīcient, B. Auowrie. 113.

236 ¶ Home emblee blens in vn countie, & sua oue eux en autē countie, il poēt estre indīfte, ou appelle in afsun des counties, car il est felonie in checsun des Counties, car fe- lonie ne altera propertie B. Corone. 170.

237 Nota que sī 12. vient pur faire rob- berie, affray, riot, vel huīušmodi qui sōnt il- loyals actēs, vn de eux enter in le meason, et tua home, ou fait autē illoyal aṣt, touts lauters que veigne oue luy pur faire illoyal aṣt sōnt principals. Et eadem lex in le caē de Fines Sūr Dacres, que vn de sōn companie tua home in hūting in vn fores, & le Seigniour Dacres, et lauters hunters, come Mātel, & allī fuer principals, & fuer touts pends, B. Corone. 171.

238 ¶ Nota en trespas local que sur en- quest
Anno 34. Henrici viij.

76

quest doffice denquire de damages, le court les poet abridger, ou increaser. Mes encontra sur le principal. s. sur issue trie enter partie & partie, (Mes la poet increaser costagez) car la le pty est a fo attaint, Mes sur enquest doffice il ne poet auer attaint. B. Damages. 144.

239 C A. est oblige a B. in 100. li. & B. fift deyfans a W. S. qi fi W. S. pay 40. li. que le obligation serra voide, cee ne valt per opinioné, pur cee que A. que pledera cee, est estrauenge al fait, Mes lou 2. sount oblige a moy & ieo face deyfans al vn, cee seruera lauter de pleder si poet cee monstre. Cee in tris vs 2. releasë al vn seruera laur, si poet cee monstre. B. Estranger al fait. 21.


3. H.
Anno 34. Henrici viij. 77


242 "Richardus Fermor de L. fuitt attaint in Premunire, et sez terres fuerot forfait in fee impetuum, et no tantu pur terme de vie. Et sic vide que neit tantum vn forsayture pur terme de vie, Ut in attaint. Car ilum est per statute, et lauter per le commen ley. B. Premunire. 19. in fine, Forseyture 101.

31. H. 8. 159.

243 "Fuit dit pur ley que leo poyte oustier mon bayle, receuyor, et huiusmodi donant a eux lour fee, car le rest e charge & nul pistoltt B. Doubta de Senescal car assisse gift de tiels oustiers. B. Graunts. 93. in fine.

244 "Det sur escafe in Scaccario Vs vii de Lodez de leff. hoe p eux arrest per capias ad satisfaciendum et in execution, descape, Les def. ne polet dire qi ne escafe pas, et done in eudence, que il ne fuitt arrest car larrest est coseff, fil dit qi il ne escafe pas B. General issue. 89.

245 "Detinue de fayt indent, ou obliga
tion de leafe pur terme dans, le defendaunt ne gage son ley, car ceo cocoder tre, et chattel real. Et sic nupist adjudg in bacco Regis. B. Ley gager. 97.

411.

246 "Hoe gage bies en pledge pur xl. li. apprompt, et puis le debtor est conuiet in 100. li. in det a vn aut, ceux biens ne sera myse in execution, tanq le xl. li. font payes, car le creditour ad interest in ceo. Et auxi biens prisde pur distresse ne poient estre mise in execution, B. Pledges. 28.

327.

247 "Nota per Whorewood Attorni Regis & allos, ou information est mise in leschequer sur

Conc 22. E.

Forfeiture est at-
taingt, & premu-
nire diuerfitie.

Attaint.

Outre le officer.

Quere.

Ne escapa pas
pled', Et nient
arrest done en
evidence.

Ley en detinue
de indenture
de leafe.

Gage liuer pur
dette.

Distresse est
come gage.
Ou le Roy poët waier fon issuc & ou nemy.

Burrough & vpland.

Difme & quinzifme, quia ea soluat, & vnde leuentur.

Release de tous demandes barr enter & sëifer.

surs penal staë, Et le defendat fait barre & trauere le plee, que la le roy est tenus destoier al primer trasis, q tend vn issuc et ne poët waier tiel issuc tend, et trauers le form matter del plee, Cœ il poët sur trauers doffice & hëndl ou le roy ê folé pty, & intitle p mat de record, car s lëfornac neëst office trouve deuët. Et auxi subleët est party oue le Roy pur recosi le moëtie vel hïnodi. B. Prerogatiue. 116.


249 C Nota per expositionem de ceux del exchequer q taxe et tallage neëst auter mes difme, quinzisme ou auter subsidie grant per parlament. Et le quinzisme est de layes. Et le difme est del clerge, et est destre leueie de leur terre. Et le difme, et le quinzisme des lay gents est del biens. s. decimam partem bonorum in Ciuitatibus & Burg. Et quinsefïmam partë bonorum del lais en patria q fuit leueie in auncien têps sur leur biens. s. del auers sur leur têz que fuit valde troublous. Mes ore ceo est leueie secundum ratu terrarû suarum per verges de terre, et auters quantités, ÿ-bind que ore tous scient leur certeintie in chefcun vilt et paës per tout le realme. Mes il est vncore leuie in afcuns lyeus sur leur biens. Mes in le plusors lieus sur leur terres, q fuit conceffium p Barones. B. Quinzisme 9.

250 C G. Chauncery fut poëff. dun endenture et perdéra ceo, et J. S. trauè meisme lendenture, al que le dit G. C. releæse toutes aëcions & demaunds, et puis le dit J. S. dona meisme lendenture al John Tifo, & puis le dit G.
Anno 34. Henrici viij.

G. Chauncerye port acc de detinue vers le dit J. T. q plede q le dit J. S. troua le endenture, et q le dit G. C. release al dit J. S. touts actions et demandes, & puis le dit J. S. done le dit endenture al dit J. T. Judgement si action.
Et fuit agree in communi banco, le case esleant de terre dix ibidem q ce bone barre, et que le release deloutes demandus excidera le party de fiefser le chose, et del son entre en le terre, et del propriete del chatel que il auoit deuant.
Et fuit moue in banco Regis, et ils fuorunt de mesme le opinion, et dixerunt quod ratio est, eo que entre en terre, et fiefs er del biens sont demandus en ley. B. Releaves 90.

251 C Nota per Curiam si tenant en taile fait feoffement a son vfe en ffe deuant le statute de vses fait 27. H. 8. et deui deuaunt le dit statue, son heire deins age, & puis lestatute est fait deuaunt le pleine age lheire, p q lheire est en possession p lestatut, il ne ferra remitte per ceo. Contrarie de discent puis lestatute, car ce ferra remitter. B. Remitter 49.

252 C Si house ad title deant et nemy droit deant come per eschete mortmaine, assent per feme al rauishor et huiusmodi, et priet statute del terre tenant, il ne ferra remitte, car il nad nisi vn title. (Et house ne poet estre remitte, mes in respect du droit deuaunt. Come ou house est disefysie et priet esstate del disefour, il est remitte, car il auoit droit deent deuaunt) Et eadem lex ou house decay son tenements, ou convers terre de tillage in pasture enconter lestatute, et fait statute pur vie a son seigniour, il nauera auter statute, car il nauera nisi title deant, et nemy droit deni Quere, car non adjudicatur p. B. Remitter 50.

253 C Si
253 Si home tient del roy et tient auter terre dauter seigniour et deute, son heire deins age, q entrude a son pleine age, et pay le ret al auter seigniour, cee e bone seifin, & luy liera puis que il ad sune liuerie, car le seigniorie ne fuit suspend per le possession de roy, mes tantu le distresse, car puis liuerie laud seigniour poet distres pur larrages due deuant Per optimam opinionem tunc. Vide nunc Statutum inde que lofficers le roy rend annuatim le rent al seigniour, et heire ne fera charge que ceo per distresse puis sur liuerie sue, come il fuit al comon ley. B. Seifin 48.

254 Action pur seifauns faux drapes in Barthelmewe faire contra statut. Lauter dit que il eux fisst bene & voyerment a D. in com F. sans ceo que il eux fisst in Barthelmewe faire in L. prout &c. Et bone plee. B. Trauers per 368.

255 Information in Scaccario vers marchaunt pur lader vyne in eftrange niefe, le defendaunt pleq licèce le roy fait a J. S. de ceo faig, quel J. S. auer graunt jon authooritie inde al def. et quod habitur coquetudo inter mercaures per totam Angliam, que vn poet affigne tyel licence ouster a vn auter, et que laffignee enioyer c &c. q fuit demurre en ley, Et fuit agree pur ley, q hoè ne poet prescriber custome p totam Angliâ, car si fuit per totam Angliâ, cee e vn commè ley, et nemy vn custome. Contrary si le custome vst estre pleq defti e tiel citie, ou coûtie, cee Gauelkind, Borowéglis, Gloceft. fee, & hîndi. B. Cus- tomes 59.


An.
Anno 35. Henrici viii.

An. 35. Henrici octaui.

256 C Nota pro lege que prouisco serm per mife sur le parte le lëfßee, sur les parols de habend fait vn conditiô, Tû ecôtra dun prouisco de part le leffor, Come est couenaunted en lindenture que le leffor faîr les reparations. Prouisco serm que le leffor trouera le grund merîfîme, ceo neft condition. Nec per aliquos il neft condition quant ceo vient enter alias cuentiones sur le pt le lëfßee, Cœ ë couenăted puis le (hënd) et puis le (rededē) que le lëfßee escouër fes fofses vel hîmodi, Prouisco serm que le leffee cariera le foynë de ceo a tiel campe, ceo neft condition de forfaiture le lëfße pur non fesans de ceo. Contrary si tiel prouisco soit mife immediatment puis le (habédum) que fait le state, ou puyz le redend, Quere per. B. Conditions. 195.

257 C Si hœ morgage sa tî sur deselfans de repaïment, ò reenter, et le bargain destre void. Et le vendee leßa la òre al vendor pur 10. ans per endenture de deselfans, et ouff graût a luy ò jil pay 100. li infrâ terminû dîcî 10. annorû, qû tunc le vëd serf voyle &c. Et le leffee surrender le terme, vncore le tender del 100. li. est bone deins les 10. ans, pur ceo que les 10. ans est certayne, coment ò le leßa est surrender, ou forfayt, Et econtra, jî suit de repay infr. terminum predicûm, fants ceux parols 10. ans, Car ò lû case le terme. s. le leßa est limitation del paymêt, & en lauter case les 10. ans, per Wborewood en lectura sua in quadragesima. (B. Conditions 203. Defesans 18.)

Quere.

Infra terminum 10. an. & infra terminum pd diuerfitie.

Surrender.

Forfeiture.

Lectura.

Eadem

Ou prouisco ferra condice, & ou nemy.
Anno 35. Henrici viij.

Eadem lex si B. tient certayne terre pur terme de 10. ans de A. et il est couenaunt enter A. et B. que si B. pay 100 li al A. infra dici 10. ans, que adonques il serra fees al vse B. in fee, et B. surner ller son terme al A. et puis luy pay 100. li. infra les 10. ans, la B. auera fee, Car les ans sont certain. Et econtra ou est couenant si il pay 100. li infra terminum predictum, & il surner, et puis pay les 100. Il ceo ne vult, car la le terme est determine, mes in lauter case les 10. ans remaine, non obstant le surner. B. Exposition 44.

258 Conc T. 4.M.1

Penaltie done per statut.

260 C. Home done terre al baro & fee pur terme de lour vies, et diutius eorum viuentis, le remainder al heires de lour corps, ceft vn taille executed ratione del immediat remainder, non obstantibus verbis statuti, quod voluntas donatoris in omnibus obseruetur, p omnes Justiciarios. B. Estates 75.

261 Weft. 2. ca. 1. Raff. Taille 1.

Feffemt & liuery fur le terre.

262 C. Home fait vn fait de feffemet a aut, & liuer le fait a luy en le terre, ou fur le terre, ce bone feffemet Per omnes Justiciarios in communi banco. B. Feoffementes 74.


Errore.

Dedimus Po-
testatem.

Conuentio.

Attainder per parliament.

4. H. 7. 11. per Touned.
Anno 35. Henrici viij. 83

forfaites saus parols de forfaiture de terre ou biens in laet. B. Forfaiture 99.

264 "Nota per omnes Iusiciarios Anglie. Ñür en Chialrye per nonage lheire ne oufetr le grauntee de wreke, ou de proxima presen-
tatione, Nec le termors que font eins per le pier lheire. B. Graunts 85. Gard. 66 Leafe 31. in
finib. ßint de leafe pur terme de vye. B. Garde 61. In fine.

265 "Home deue sejlie de ves tenus in Chialrie, jon frere et heire deins age, le seign-
ior sejlie le garde, le feme del tenaunt priuem-
et infeint que fits, et puis le femme est deller,
le frere est hors de garde.

Mes si lenfaunt deue le frere vzcrcore deins
age, la le frere se r. en gard arere. Et eadem lex
ou file est heire & puis fites û nee, le file est
horje de garde, & si le fites deuie sauns iijue le
file deins age, el ferra en gard arere, Sic vide
que vn mesfme per fo poet etre bis in garde per
2. feueral auencesters. Mes ou le seignyor sejlie
le fits pur garde pur terre a luy discend de jon
pier, et graunt le mariage de luy a vn auter,
et puis auter terre tenus in chialrie tenus de
mesfme le ûr discende a mesfme le fits de mon
mere, la B. semble que le ûr nauera le gard
arere, eo quill luy auer, et graunt jon mariage
deuaunt, Et le corps est chose entier, B. Garde
119.

266 "Si hœe dit en jon garratö, Et ego
tenementa predicha cum pertinentijs prefato A.
B. le donee warrantizabö, et ne dit, ego & here-
des mel, il mesfme garrantera, mes jon heire nefs
tenus de garranter, pur ceo û (heires) ne sont
express e le garrantie. B. Garranties 50.

267 "Nota
84 Anno 35. Henrici vij.

267 C Nota que si home leffa son manour, ou meason pur terme de vie, et puis done, ou graunt totū maneriū vel meſfuagium suum, ceo ne le vault, car il est reuerſion del leſſor, et le meſeon ou manor del leſfée durant son terme. Et Attornment ne ayda ceo ou le graunt est voyo. Mes si l'vſt graült son intereſt en le manor ou meſe, ceo vſt eſe bone vt dicitur per Whorewoode, B. Grāts 150.


269 C Shelby Justice fuit precife ů done le roy e bone de chattels mouables fauns escript, coe de chyual et huiſsmodi. B. Prærog. 60, & 71. in finibus.

270 C Per Whorewood Attournã Regis clerement si deux ioyntenautes font, lun present sole et son clerſe indue, lauter eſt horse de possession. B. Quare impedit 52. in fine.

271 C Nota.que latteinde de treaſon per aét de parliamento naſia cigne relation que al primer iour de parliament, nifſi foyt per ſpecial paroles que il forſeſera son terre que il auot tali die et puis. B. Relation 43.

272 C Fuit en vse en banco regis comen que le iuryſt fuit priſt de paſſer, la ſi foyt ieoſaile apparaunt en le record, lenquest ferra diſcharge. B. Repede 54.

273 C Si le roy done en taille per ſes letters patentes, et puis le donee ſurrender ſoſe letters patentes al roy, le taille per ceo neſt extinct. B. Taile 38.

274 C Tenetur que si home fīſt feoffement de terre ante ſtatūtū de Quia empores terrarū a tener de luy. Et de faire ſute a ſon court, cest
Anno 35. Henruci viij. 85

cest bone fil ad Court. Mes home ne poet commencer vn court per tenure fait, ou il nad mannor devant. Car la les services feront tenus d'son person. (B. Tenures 34.) Et hôte ne poet faire manour a ceo lour, coment que il done terre en taille a tener de luy, et per sult de son court, Car il ne poet faire court, car court ne poet esle mes per continuaunce : Et sic home poet faire tenure, mes nul manor ne court, Car mannor et court ne poet esle mes p vslage ewe de tempore cuius contrar. memoria hominum non exsflit. B. Tenures 34. et 102.


An 36. Henrici octauui.

276 Nota per omnes legis peritos, et per ceux del arches, quod tempore vacationis dun archeueqs, ou dun Eueqs, le Deane et le Chapiter commitera l'administration. B. Administrators 46.

277 Accord fuit q si Eueqs deane et Chapiter done leur terre in fee sauns licence le roy, que est founder et est troue ssint per office, le roy auera le terre. Et au founder poet auer contra formä collationis. Et si alyen sine assensu decan et Capituli, donques gist briefe de engress su sine assensu capituli. B. Licences 21.

278 Fuit agree in chauncery, que est nul Cerciorarl in le Registre pur remouer recorde horse
horse d'un court in commen banke immediate-
ment, messa ferra certifie in le Chacery per sur-
mise, et donques destra*mise en commen báke
per mittim." Et indiémentes point eë remoue
horse del pais per Cerclorari all Chauncerye, et
puis estre myse al Justices del banke le roy p
Mittimus, et døques ils proceder sur ceo B.
Certiari 20 in fine.

279 C Dicitur pro lege, que sur leaje pur
ans rend rent oue reentre, le leffee doit estre
prist tout le lourd & faire autrendeance de ceo
offer, & suists pur le leffor d vener aliquo tem-
pore diel. Tamen lentre est que lun & laud
attendent lentier lour, quere ind B. Conditions
192. in fine. Entre congeable 2. in fine.

280 C Nota p lege, que ou alien nee vient
en Engleterre et amesfe son fits oue luy, que
fuit nee ultra mare, et est alien come son pere
est, la le roy per ses letters patentes ne poet
faire le fits heire a son pier, ne a ascuauter.
Car il ne poit alter so ley per ses letters patentes,
nec alie nisi per parlament, car il ne poet disfin-
heriter le droit heire, Ne disapoint le seigniour
de son efchette. Et le fits de alien, qil fits est nee
ë Angliterrae il est anglois et non alien, B.
Denizen 9.

281 C Fuit accorde qe estrange al fine, ou
recouere ne ceo pledra per eftoppel, Contra il
claiése mésme le terre de south le fine, ou recorde
p ceux que fueront ptes, Ou claiése mésme
lestate, ou part de ceo. Et qe cest estate continue,
Car donques il est priue in le per. B. Esftoppel
216. in fine.

accordant.

J. N.
J. N. prendra les profites, ceo fayt vn vſe en J. N. Contrary fil dit que puys son mort ses feoffees prendra les profites et liueront eux a J. N. ceo ne fait vſe en J. N. car il nad eux nifi per les maines les feoffées B. Feoffements al vſes 52.

283 C. Deane et Chapter et tiels corporations ne poyent departer de riens mes p fait. Et vncore quaunt ils graunt terre pur ans, lour leſsee poet ceo graunter ouſter ſans fait. B. Graunts 152.

283 C Un statute fuit comus per vn nome en le nosſme de J. S. de D. in com E. boucher, & fuit prife sur proces, & dit en auoydaunce del statute, que il fuit demurre semper a S. et nemy a D. & fuit huiſb. & nemy boucher et q J. S. à D. conuſt leſta, ſans c q il est in le perſon que conuſt c, Quel pleſe fuit refuſe pur graund inconuenience q poet vner de c. B. Mismoñer 34. in fine.

284 C Home ne poet vender terre al J. S. al vſe le vendor, Ne leſser terre a luy rendaunt rent, habend al vſe del leſſor, car ceo ſt conuſtrie al ley et reſon, Car il ad recompence pur ceo. Et per Hales hœ ne poet changer vſe per vn couenat que eſt executed deuant, come de couenant deſtre ſelſie al vſe de W. S. pur ceo que W. S. eſt fon cofin. Ou pur ceo que W. S. preantea done a luy 20. li. nifi les 20. li. fueſ done pur auer meſme le terre. Mes eſtra dun consideration preſent, Ou futur pur meſme the purpoſe, come pur 100. li. paye pur le terre tempore concuencionis, Ou deſtre paie ad diem futurum, Ou pur marier fon file, vel huuiſmoſi. B. Feoffements al vſes 54.

285 C Nota
Anno 36. Henrici viiij.

285 Nota que fuit deuise dafi leafe pur ans de lier tenaunt e taille que le tenaunt en tayle et le lefsee conuiter les tenementes dextre le droit dun A. estrauenger, et que A. grante et render per mesme le fine al lefsee pur 60. ans, le remainder al leffour et ses heires, et fuit oue proclamation, que liera le taille puis proclamation faits. (Et sic vide q le deuise postea 342. ne voet feruer pur taille, mes pur fee simple, car cest que prent per fine ne ferra conclude si flet enfant, ou feme couert, ou lissue en taille del consor.) Et in cest case nul rent poet estre referue, car A. fuit estrauenger al terre, Perque le lefsee graunta 10. li. de rent et extra terram illam oue clause de distresse duraunt lens, ou terme auantdit, al leffour. B. Fines leues. 118.

286 Dicebatur, ou home pleet plee in Banco ultra mare, il ferra condemne a cest jour, pur ceco que ne poet estre trie in Angleterre. B. Jurisdiction 29.

287 Hume est purchasor oue sa femme a eux et al heires le baron, et puis le baron lefsee pur ans & deuile, le femme enatra, ceco anoidera le lefsee pur sa vie. Mes si el deuile duraunt le terme, la le rest del terme est bone a lefsee vers le heire le baron. Et eadem lex de rent charge graunt extra ceco, Car le baron auera le fee simple tempore &c. Et poet charger ceco bien. Et nota per omnes iusticiaries que le garden del heire in Chialry no outra le termor Launcester le heire. Et eadem lex del seignior per escheate. B. Leases 58.

288 Si A. sofit oblige a B. en 40. f. ad vfu I. S. la I. S. poet releafer lobligatiō pur ceco q (ad vfu) est express in lobligation. Et contra Vide Billing. 2. 4. 2.

Vide temp. H. 8. 343.

Conc Thorpe 41. E. 3. 4.

Vid 37. H. 8. 308.

35. H. 8. 264.

Contr Fitzh. 142. C.

Conc Fitzh. 198. F.
tria si ceo ne appliert in obligation. B. Obligation 72.

289 C Si le roy graunt Bailiwiike ou Shirifewike a J. S. absq compoto reddend, le parol absque compoi ne vaunt, car ceo contrarie al nature del chose graunt. B. Patents 99.

290 C Nota pro lege que il est bone pleding adiri q J. N. & W. N. fueront sejise in dominico suo vt de seodo, ad vsum T. P. et ses heires fauns monstrans le commencement del vse, come adire que A. fuit sejise in fee, et enfeoffe I. N. & W. N. ad vsum T. P. &c. Mes home ne poet pleder que A. B. fuit sejise en taile sans monstre le done, car lun est pticular estate & nemy lauter, B. Pleadinges. 160.


292 C Nota quant record est remoue extra Curiam de recordo, come London &c. in banco regis, vel in comun baco, la ils ne procedera sur le original que fuit in London, mes in banco regis le partie poet adire luy mesme per bille de Midd por ia vers le party sur lon apparance, Et in commune baco de por original returnable m e lour. B. Priuledge 48.

293 C Nota per Bromley, Hales, & Portman Justices, & Rich. q fuit primus Caneci Anglie, Et Apprentici Cur, que si le conusi purchase parcel del terrro puis lestatut conus, ou recognise, ceo ne fust discharge del statute vers le conuser mesme. Mes les feoffees del conusor, de auters pcels...
Anno 36. Henrici viij.

pcels sera ent discharge. Mes si le Conuée ad le terre a luy liuer en execution, & purchase parcel del terre le conuor, que cest discharge del entier statute, B. Statute merchant. 42.

294 

C Dictum fuit pro lege que si le conuée sur statute staple deule, & ses executors sunt execution en le nosme le testator, sitcome il fuit en vie, & le vié prist le corps in nosme le testator &c. vncore ceo nez pas executio pur executors, mes ilz poyent puis afi execut en lour nosm demeufne, car le prist executio en le nosme cefty que fuit mort deuaut le test del briefe fuit void, & le corps ne poet remaine pur satisfier cefty que fuit mort deuaut. Ne le vié ne poet liuer le terre ne biens a cefty que est mort iuxta formam breuis. Et p B. libro Intraction Placitorü, lexec. del conuée auorent executio sur statute merchant, sans scire facias. Et hoc sur jurifie vt luy semble. Et si le conuor foit retourne mort, vncore execution procedera de son terres et tenementes sauns Scire facias vts son heire. Et lextend & liberate serra ferue immediatment. Tamen per B. nul remedy appert la pur les biens le conuor quat le conuor est mort, dauer afcun execution deuex, B. Statute merchant. 43.

295 C Nota pro lege que ou commissiö del peace isfuit al J. N. et auters, & puis J. N. est fait chiualer, vncore le commissiö remaine pur luy (Tamen Anno primo E. 6. cap. 7. est vn statute fayt, que fefance del plaintiö chiualer ne abatera laction : Ne le commissiö, in que tiel p son est nosme) Et ou home erudite en le ley, est mije en commissiö, & puis est fait seriant del ley, vncore il remayne in aucltoritie per m
Anno 36. Henrici viij.

le commissio. Et qùt Justice del bank est fait chivaler, vnù il remaine Justice, & cê commissio luy serviera. B. Commissions. 22.

295 Fuit agree per Iusticiarios que si french home Inhabitat en Anglia, et puis guerre est proclaime, en Angliù & Franciam, nul poet prend ses biens pur ceo que il fuit icy deuant, mes si Frenchman vient icy, puis le guerre proclaime, soit ceo per son bone volunt, vel per tempeñ, ou il lui mesme yelde & rend, ou estoit a son dece, chesùn poet luy arrest & prendre ses byens, et per ceo il ad propriete en eux, & le roy naùa eux, Et iljìnt fuit mîse in vre eodem Anno enter Anglicos & Scotos, & le roy in achate diuers prisoners & biens eodem Anno, quàt Bullen fuit cùque de ses proper subiédites, B. Propriete & Propriete probanda, 38. in fine.


An. 37. Henrici octauui.

296 Nota que si deux Jointenaunts sont que tient del roy in capite, & vn release al auter tout son droit, ceo neñt alienation, ne il ne besoigne licence ne pardon de ceo, car ceñty a que le release est fait est Eins per le primer sefìor, & nemy per ceñty que release, Ne il ne ferra fine pur tiel release, Et sic est vùs in Scaccario que ceo neñt alienation, Mes si tres Jointenâtz sont, & lun release al vn des auters, la il est Eins de ceo per luy que release, Còtra sił vèr release a toutes ses companions. Et ou home release per fine al tenaunt le roy, ceo neñt alienation.

ij. Jointen, & lun release al auter.

Diversitie.
92 Anno 37. Henrici viij.

alienation. Contrarii de fine sur conuance de
droit, come ceo que il ad de son done, car ceo
est estat fait p cocluisio. B. Alienations. 31.

297 [Nota per Iusticiarios ambarum ban-
carum, home nauera pas plee in appeale q le
mort luy assaull, & il luy tua en son defence,
mes plereda nö culp modo & forma, & donera
cest matter en euidence, & le Juriie eft tenus de
ceo conuiter, & si ils ceo troua, il irra acuich in
forma predicti, Ne il nauera ceo pur plee oue
traus del murder, car le matter del plee eft
murder, Ne murder ne poet eft Iustifie, & quant
le matter del plea ne vait, la vn trauers ne
vait. B. Appeale. 122. Corone. 1.) in fine. Et
ou le Juriie acquite le defendat sur indifiment
deuant lez Coroners, ils doient trouver que
occist le home. Et la ils poict dire q mesme le
def luy occist se defendendo. Mes sur indifim-
ent deuaut auts Juisti suffist adire non culp
tant, sans plus. B. Appeale 122.

298 Vide per Whorewood Attornei regis,
on home leffa pur 40. ans, & puis leffa mejme
le tre a auter, habend a fine prumi termini pro
xx. ans, ceo ne befoigne attournement, Et
eccontra ou il graui le reuers. habend m le re-
uersiion a fine prumi termini pro xx. ans tunc
proximo sequei, la doit efti attournement (Quere
& vid meli hic, 467.) Et si hœe leffa pur x.
ans, & puis leffa ceo a aut pur xx. ans, cest
bon pur x. ans sans attornemët. Côtra si fuit
parol de reuersiion. B. Attornement. 41.


Arbitrators.

Vide temp. H. 8. 349. &

post. 308.
mas, et ils font lagard, & lyuer ceo al vn per Michelmas, et ne poient trouver lauter per le iour, que ceo ne liera lauters, a que ceo ne fuit lyuer. Et ratio B. semble eo que en cel cacs ils poient auer fait 3. partes, & liuer a chescun party vn. B. Conditions. 46. in fine.

300 C. Nota per les Doctors del ciuel ley, & seriants del common ley, si home fait son testament, et nosme nuls executors, ceo neft testament, mes vncore es bone will de terre in ceo, car ceux ne font testamentarie, Mes in primer ou executors fault, vncore les legacies ferrouent payes. Mes si appiért que il fayt part del testament & nemy lentyer, la les legacies ne feront pales. Et ou home fait testament & executors, & ils refuse, vncore les legacies feri payes car nul default en le t Geoffrey. Et le testament feri annex al letters dadministraç. B. Testament. 20.


301 C. Dict pro lege, que si home done omnia terras & tenementa sua in D. per ceo leaes pur as ne passa, car hec verba terre & tenemeta ferra entend franktenement al melnes, B. Done. 41.

Conc 38. H. 8.
B. Difcents 59.
Vide infra 304.

302 C. Si terre soit done pur iùm de vie, le rei al dit heires W. N. qil W. N. est attaïnt de felonie & deuie, & puis le i pur vie due, le rei ne prendra effect, ne nul auera ceo terre, car il nad heire ratione attinçure. Et tout que ceo soyt vn nosme de purchase, vncore nul poet ceo prend, mez cefty q es heire. (B. Difcent. 59. Done. 42.) Et ou teri in Gauelkind est done al vn pur vie, ou en tailie, le remainder al droit heires de W. N. q ad iffue qual fitz & due, et puis le tenant pur vie ou i done dueie,

Testament ne poe effet sans executor.

Ou legaciel, ou deuies ferr bon comen q le deuifor ne nosme in fait executors.

Que passa p paroles, Omnia tra & tenementa.

Rem al droit heire.

Nul poet es hre al home attiint.

Gauelkind.
Anno 37. Henrici viij.

Deue, leigï fits asea le ïre, car il est déit heire al cœmon ley & cœ vn nœfïn de purchase q jërï order p le cœmen ley. Mes econï de disçets al hïes en Gæulk. car donques ceo alera a toutes les Fitz. B. Discînt & Done. 42. Nœfïne. 6. 

303 Ñota q Sir John Hufsey Chivaler infëffe certaine persëns in fee al vœ de Anne fæme, pur terme de son vie, et puis al vœ del heires males de fœn corps, et pur default de tœl ijsœ, al vœ del heirz males del corps de Sir William Hufsey fœn pier, & pur default de tœl ijsœ, al vœ de fœn droit heires, & puis auer ijsœ William Hufsey eigne, et puis Sir John fuit attaynt de tœsœ An. 29. H. 8. & mïse al execution, & puis Anne deue, & le dit W. H. le fits prie ouster le maine le roy. Et per Whorewood Attorn Regis il ceo auera, car ceo nœfïn hïes males del corps, nest Ñ nœfïne de purchase, Et Sir W. H. nauera ceo cœ heire a Sir John, mes come purchaser (B. Nœfïne. 1. Litœry 1. Discînt. 1.) Sicome terre est done a vn home et a fœs heires males de fœn corps & il ad âzzle 2. fits, leigï ad âzzle file, & le pier & leigne fits deue, le puïfne frere auera le terre & vncore il nest heire a fœn pier. Et eadem lex ou ïre est done a home, & a fœs heires females de fœn corps, & il ad fits & file & deue, le file auera le terre & nemys le fits. (B. Nœfïne. 1. 40.)

Et sic ou ï en tayle est attaynt de tœsœ ante sitatutum de 26. H. 8. fœn fits auera le terre car il ne claime tantum come heire, mes p lefтаï & p formâ doni. (B. Nœfïne. 1.) Tamen Aliqui fueï, in contraria opinione, et priseront diuersitie ou le done est al pier mesme, et ou est al heires de fœn corps p remaind. (B. Nœfïne 1. & 40.)

Et
Anno 37. Henrici viij.

Et pur ceco en 9 H. 6. si terres sont donnes a terme de vie, le reyn al heirs females del corps I. S. que est mort, et ad isue fits & file, et puis le tenaunt pur vie deue, le file nauera terre, car el neft heire : Car p Hare master del Rolles auncient apprentice, il y est difference in particulier a vn home et a ses heirs females &c. Et done al esranger le reyn al hres females dun auter, car la il doit este heirs en fait quant le reyn chia, ou aliter le reyn est void imperpetuum. (B. Done 61.) Car comest que le cafe tyent lieu en les 2. cases mifes per Whorewood, ceco est pur ceco que done fuit vn foytes veft que fuit en le pyer, et ideo bona lex ibi. Contra in principal cafu ou le reyn neft veft. Tamen per aliquos lopinion Whorewood est le meliour, car ou terre est done al home et sa femme a terme de vie, le remainder al heirs males de corps del home, est remaynder ne poet estre veft en le vie le feme. Car neft taile in le ho[m] ratione del state del feme, Uncore fil ad isue 2. fits et leygne ad isue file & deue, le pier et mier deuile, le puiyne fits auera le terre, comme heire male, & vn est nest heire in fait, Eadem lex si tiel done fuit, le reyn al heires females del corps del home que ad fits & file & deuile, le file a[A] le terre, comest que il nest heire, Eadem lex ou terre est done a W. N. pur vie, le reyn al J. S. pur vie, le reyn al heirez males del corps le dit W. N. que ad 2. fits, leigne ad isue file & deuile, W. N. & J. S. deuile, le puiyne fits auera le [re] come heire male, vncoire il nest heire en fait, mes son mere est heire a son pier, car ne matter del primer veft, ne del reyn, Car ou le prin state a est de vie
96 Anno 37. Henrici viij.

vie est executed, le remi oustr vt supra, remi poet depend in abelance quousque &c. vt supra, Mes
econtra de remaind al droit heires, car nul poet
auer ceo, mes cesty que serra heire in fait, (B.
Nosme. 40) Et id fuit agree q l 2. remi al droit
hores Sir John Hussy fuit forfayt p lattaind. B.
Nosme. 1.

Acció sur le case
vers executors.

304 C Fuit agree q aci sur le case ne gist
vers executors sur lassumption del testator, comét
q ilz ont affets B. Action sur le case. 4. in fine.

305 C Fuit agree si hoe soit purfue come
felon, & il sua & wainu ses blens demefne, ceux
font forfait, cto siis vj vj est binz emblees. B.
Estray. 9.

Respité de ho-
mage per i.

306 C Si 2. iointenantes sont que tiét del
roy in chiefe, et lun release al au in fee, et puis
ambideux respite hommage en le Eschequer, per
ceo cesty que releffe ad gaine le moytie per cóclu-
sion, Come serra ou 2. ioin in sitt de liuery
hors de maynes le roy, ou lun nad riens per
opinimem allquorum. Et idem de partition p
2. lou lu nad riés. B. Estoppel 218.

Liuery.

307 C Si home sofit selfie dun aci de terre
en fee, et auter selfie al son vse in fee dl au aci,
et il fait feffemét dambideux acres, & liisy del
acre que il ad in posesseji, per ceo lacre in vse
ne passar, coment que il fift le liuery en lun, in
noji del ambideux, car ceo neft son acre, mes
lacre del feffees, et lestutute dit que fon foiffe
datai bone, mes il neft feoffement nisi il
fait liuery in mesme le terr. Et ecôtra si liuery
fuit fait en le vse en vse, ratione statuti &c. B.
Feoffements. 77. Feoffements al vjes. 55.

Partition.

308 C Si home selfa pur vie a J. S. & lende-
maine selfa a W. D. pur xx. ans, le second leafe

Leafe pur vie, &
leafe pur as puis.

Vide supra 302.

St. 186. A.

182. conc.

B. Nosme 1.

33. H. 6. 7.

per Laken.

D S. 33.

Conc Frow.


154.

1. R. 3. ca. 4.

Conc H. 1. E.

Vid supra 298.
Anno 37. Henrici viij.

est voide si ne soit graunt de reuersion oue attornement, car en le ley le franktenement est plus
digne et perdurable q leaje pur ans. Tamen
si le lejsee pur vie dieue deins le terme, le leaje
pur anz q bon pur le reft del ans a vener, B.
Leases. 48. in fine.

309 Conuenit.
Concessit.
Dimitit.
Locauit.

Admit P. 1. E.
6. in Cancell.

310 Si consaunce de plee foit graunt per
le roy, il doit monstre vbi, vt in Gwyldhald,
vel huiuflmodi, & coram quo, vt coram fenes-
callo suo &c. Et le roy poe graunt toll', faire
market, & huiuflmod, Mez nemy dauer affise de
frejhsforce, Ne tolle trauers, ne throughtolle, Ne
que le fre ferra deufable, borough englifhe,
Gauelkide, nec huiuflmodi, car ceux sone per
cuftome, que ne poe commencer a ceo iour per
graunt, car le roy ne poe faif vn ley, per fof
grauit. Et que per graunt d cogniface platico-
rum, il ne tenera plee daif. ne de certificat
daiffe. Et dicitur pro lege que faux conidera-
tion in letters patents ne auoyde eux, come ou
le roy pro 10. li. sibi solui, dedit talem terram,
et le 10. li. neft paye, le patent neft voide, ne
ferra repeale, Contrarie de pateti graunt sur
fauz furmife, come de fiauxfier que le terre vient
al roy p attaind J. S. que ne voyer vel hmodi,
quere diuerfitie, B. Patents. 100.

311 Misprision de
treaton.

Vide St. 3. B.
nul treason per Justiciaros, et il escape & ne fuit misè a mort. Car il fuit dit que pur ce que il ne counterfayt le seale le roy, mes prist auncient seale, cee neft treason B. Treason. 3. in fine. 5.

312. C Scire facias fur reç de det & daûn. Le def. dit que auterfoites le plaintiff sua cap ad satisfac per que le vicount ad prifè son corps, iudgemêt &c. Et la dicitur que capias ad satisfac. neft de recorde deuaut returne de cee, Ideo nul plee. Tamen B. semble le plee bone per le prifel del corps, coment que nul briefe foit returne (B. Executions. 6.) Dicitur per Curiam in banco regis, En det sur obligation de gard sans dammage. s. harmeles, ou le defendant plede si il ad luy faue harmeles, il neft plee sans monstre coment, Car cefty que plede discharche ou saufng harmeles, doit plede ceo certaine, quaunt il plede en laffirmatiue. Et econtra ou il plede in le negatiue, car si le plaintiffe ne soyt damnifis, il poet plede quod no damnificatus est generalment, B. Conditions 16. 198. in finibus. Plus de hoc An. 38. H. 8. 313.

Anno 37. Henrici viij.

312 C Nota que fuit agree in causa enti Regem & Antonium Lee millitem, si le roy tenaunt en taile de done dun auter fait leafe pur ans, ou pur vie, & ad issue & deuie, issue poire auter graunt sans reciter eux. Car ils sont void per le mort le roy teint in taile, que graunt, et lheire le roy ceo auoydera, issint que ceo ne liera mes durant le vie le graunter. Car graunt
Anno 38. Henrici viii.

graunt sauns garrantie ou luyery neft discontinuance, Et le roy sur son graunt ne fait liuy, Et auxi chefcun discontinuance estt tort que le roy ne poit faire, Et ead lex sit vft graunt cee en fee, cee neft discotinuance. (B. Patents. 101. Discontinuance de possesse. 35. Taile. 39. Leases. 61.) Et sic vide que le roy poct est tennaunt in taile, car qin home done al roy in tail, le roy ne poet au greinder estate que le donor voet depart a luy. B. Taile. 39.

314 C Nota que pur affurance de terre que le heire ne vëda, fuit deui que home ferra feoiiement en fee a deux al vje de luy meisme pur terme de vie sans empeachment de wast, & puis al vje de son fites & ses heires quoisque le fits Assenta et conclu de aliener cee, ou aiscun part de cee, ou de cee charger ou encübrer, et puis immediatment sur tiel conjet et conclusion al vje de A. & ses heires quoisque vt supra, & tunc &c. ad vst B et ses heires quoisque &c. et sic de pluribus &c. et per tiel assent et conclusion p le statute de vjes Anii 27. H. 8. ca. 10. lauter feri in possesse. &c. B. Assurances. 1.

315 C Si home foit oblige in obl' de paier 10. li. al obligee a Paris ultra mare, a ceri iour, si loblig, pay a aut lieu, & meisme le ioure en Engle, & laut cee accept, cee e bo clerement. (B. Conditions. 206) Et dicitur en dette fur obligation de acquite et faue sans damage, quod nö damnificatus est, est bone plee, car cee est en le negatie, et iedo bon fas monstre coment, Mes ou il pleade que il ad luy garde sauns damage in lafirmatiue, il mostracomet, B. Conditions. 93. in fine.

316 C Fuit dit que Baldwin, Shelley, & Moun-
100 Anno 38. Henrici viij.

Mountague Justices determina pur ley, que ou home ad feffees a fon vse deuaut lesstatutes de vses faiz Anno. 27. H. 8. & puiz meſſe leſstatut & auxi puis leſstatut de 32. H. 8. de wils, il voet qi fez feffees faire eſtate al W. N. & fes hiez de fon corps et deſue, que cefte bone wil & deſue ſratione intencioi &c. B. Deuiſe. 48. in fine.

317 C Nota per totam Curiam in banco regis que Alien ne poet por action personal, & ferra respond sauns eſtre disabile pur ceo que il eſt Alien nee. Et econtra in action real (Et idem B. ſemblre in Action myxt) Et il poet auer propertie et achate & vend. B. Denizen 10. Nonabilitie. 40.


320 C Dicit' qi hoec oecostable ne poet arreſt vn aut pur afrray puis qi laffray e paſſe ſas warrant, cór deuaut l'afrray, & in téopz dI afrray &c. Et eade lex de Justice de peace. B. Faux imprifonment 6. in fine.

321 C Si vn perſo leffer ſre pur terme das rendt rent & deſue, le successor reç le rent, le leas neſt bene νz luy, car il nad fee simple. Ne il ne poet auer briefe de droit, mes Juris vtru, ideo le reſceit del rent per fon successor ne affirme le leſae, car ceo fuit voide p mort le perſon que leſſa. B. Leſes 18. in fine.
322 C Nota que leire cefty que tient del roy in capite in socage ne redra primer sejfin al roy pur tous ses tres, mes tantu pur ceux terres tenus in socage in capite, Cotrar de cefty q tient in Chialerie in capite, p experientia Scacarrij. Et liire q sua liuery, auera in chefs com vn seueral liuery. Et nota q liuery est ou leire ad estre in garde, et vyent a pleyne age, il auera liuery extra manus regis. Et primer eyfin est ou leire de pleyne age tempore mortis antecessoris, Vel ou son tenat tient in Socage in capite et deue, la le roy auera primer sejfin del terre, q amount al autel charg al liire, coe de liuery est. B. Liuery 60.

323 C Nota quant les partiez in action sont demurre in judgement & ont lour ouster, la a cest ioure le p sixt poert estre demaunde, et poert estre nö sue, Cibien come al ioure done puis issue ioyne. B. Nonfute 67.

324 C Dicitur que si commissio de oier et terminer expire ou discontinue, döques les inditeents & record serra mife in baco regis, & la ils serra finijhe (Uide coment P. 369.) B. Oyer et terminer 1. in fine.

325 C Memorandum, que al parliaments tenus p adioirmemët H. hoc Anh fuit admitt p briefe le roy & issint accept, que si vn Burgefe soit fait Maior dun ville q ad Judical Jurisdictio, & aut è malade, q eux font sufficiët causes delecter nouels, p que ils issint fieront per brief le roy extra Cancellarì compregnant ceft matter, que fuit admittte & accept in comun domo parliaments. B. Parliament. 7.

326 C Si in Affife tenaunt plede que son pier fuit sejifie in fee & deue p protestation sejifie. Dicitur

Socage in capite & chialerie in capite diasttie.

Diuerstie inter liuery & primer sejfin.

Nonfute fur demurre.

Commission de oier & terminer.

Elect nouels Burgeffes.

Sejfin in fee trauers in affife.
Tempore Henrici vii.

Dicitur qu le pl' poet faire title per estruenger, sans ceo qu pier le tenat fuit seisi in fee &c. B. Trauers per 26. in fine.

327 C Information in Scaccarlo Le defendaunt plede. plee et trauers vn material point in le information sur qu fût a issu, la t roy ne poit wair f c' issu, C'oë il poet in au tsl cases ou t roy sole ejt party sauns vn informer vt supra, Per Attornatul Regis, et alios legis Peritos. B. Trauers p 369.

328 C Nota q in Januarie hoc An. H. Howarde Coite de Surrey fitz et heire apparat de Thomas Duke de Norfolke, fuit attaint de haut treason, pur ioyner larmes de Englesfr déuāt le conquest, et auξ armes pu grandissement armes demesne. Et auß pretences vers le prince. Et il fuit trye per chiuslers & gentle homes, et nemy per dominoz, nec per pares regni, pur ceo que il ne fuit Earle per creatio, mes per naturaute c'oë heire apparat dë Duke q ne dignitie in le ley, Car il vit eftre de dignitie p creation, et seigniour de parlement, il fera trye p son pieres. B. Treason 2.


Tempore Henrici octau.

329 C Tenaunt le roy in Capite ne poet alien a terme de vie sans licence, car il alter le frankteneität. B. Alienations 22. in fine.

330 C Nota lou le ordinary commit ladmīnistraç il poet cœo reuoker & cœmit ç a vn auë (mes mœsne aës fait p le primer administraç trator ejtroyera.) Et sic fuyt mïe in vre inter Browne & Shelton pur les biens Rawlins, le administration
Tempore Henrici viiij. 103

administration fuit comit a Browne & reuoke & comit a Shelto, car neest vn interef, mes vn power ou auctoritie, Et powers & auctoritiles polët eftre reuokes, çôtra de interef certëine.

B. Administrators 33. in fine.

Attaint pur termor.
Garden & tenant p statut merchat

Conc tëp. E. 6.

Vide 33. H. 8.
210.

Vide 33. H. 8.
209.


43. Aff. 41.

331  Ç Affëse est port ÿs tenat p eftat merchat, & ÿs le conusor që est ë del frankteneëmt, & lasisse acquit le ë p estatute merchat & attaint laut de difficësin, le ë p estat merchat nauera attaint, nec le seignior ou çë est recof ÿs luy & lheire ou il ad lheire en gard, nec le ëmor ou ëre est recof ÿs luy & ën lessor, pur ceo që ils ne perd asçu fråtteneëmt, et ratione que font acquit p W. Whorewood attorn Regis, Tamen p B. ceo nee reasonable ou ils fôt nömës & pde leur interef, vncore luy fëble çëcestry që acquit naaë attait, mes ùls fôt troueë difficësors, ils aùront lattaint p luy, B. Attaint 82. in fine.

332  Ç Fuit tenuz ÿq jî Eusçë certifie që tel pson ne paie fës tenthes iuxta formë statuti që voit quod, ipjô facio le benefice ferra voide, që in ceo çëçë home nauera auerm çôtarye a cel certificate. B. Certicate deuesque. 31. in fine.

333  Ç Dicëtum fuit pro lege in camëra stellata into Browne Jufic. et Lion grocer de Londres, que court baron poet eftre tenuz deuant 2. suors, car le plural number sufficit. B. Suit 17.

334  Ç Fuit dit que jî seigniorie restë in homemage sealtie & rent, et höe recouer le rent, per ceo est le homemage recouer, Car Precipce ne gist de ceo B. Incidents 24. in fine.

per Moile, &
44. E. 3. 19.
per Cur, &
Park. 24. cont.

Rec de rent ser-
vice bone title al
homage & sealtie.

2. E. 6. 388.

Lou le propetie
et deuise, & lou
locuapac diuë.

ij. Seçatores
tantum en cur
baronis.
Tempore Henrici viii.

chattel pur vn hour e p imperpetuo, & le
donnee ou dueisse poct cero doner, vender &
disposer, & le rem est voide depend sur cero.
B. Deusif 13. in medio.

335 Hote tue al sword
& buckler, ou al
iufting.

Roy ne oufetra
termour.

335 Conceditur p oës Iustices q le roy ne
oufetra le termour son i ratioe q il ad theif
so tenat in gard p office troue p luy. Ne exe-
cutiö sur statute merchaunt fait vers son tenant,
Ne rent charge graüt per son tenant, ne graunt
de proper presfetae dün auowfon. B. Garde
44.

335 Home est arraygne de murder et
troue no culp, mez que il est culp de homicide
ou manslaughter de in le person, il serra pöduz,
car cest bon ṭdiêt, Car in murder est cóprife
manslaughter, & isint fuit adiudge in banco
regis. Et in vn cafe en marches wallie, q fuit
agree per tous les Iustices. B. Corone 221.

336 Si femme soit rescelue in default son
baro & pu el fît default, judgement serra done
sur le default le baron. Et nul mencion serra
fayt del resceit. B. Default 85.

337 Fuit tenus que attaynt ale oue le
terre, Come briefe de Error alera. B. Fauxi-
fer 50. in fine.

338 Nota recovery fuit suffer per Grafe-
ley del countie de Staff. per adui§e de Fitz.
eriant & auters, & Grafeley fuit tantü cestie
q vše in taiele, & puis Grafeley deule sans issue,

11. H. 7. 20. cœc
p Fineux.

35. H. 8. 264.
Post. 242.

per Babing.

1. M. 1. Com
101.

per Cur.

Fitzh. 21. L.

147.
Tempore Henrici viij. 105

& son frere recouer le terre en le Chaucery, car a cel temps fut prif que recoery vers ceulie que ve in taille se feruera mes pur terme de son vie, per q neft nisi grant del son estate. B. Feffemts al ve[es] 48. in fine.

339 Si feffement (f)oit fait deinz le viewe, quant ceo est plede, Dicitur q expresse mencion serra fait in p ledingne que le terre fuit deyns le viewe. B. Feoffements 57. In fine.

340 Feoffement est bone del terre per fait per liuery del fait deinz le viewe, issint que le seffee entra accordat. Mes si le seffor deue deuant q le seffee enter, donques le ve disçend al heire le seffor, & le fefemêt ne prendra effet. B. Feffements 72.

341 Home fayt feoffement p fait al 20.
ed liuer le fait & sefin al vn in nosme del toutsh cé boe al touts, Mes si enffe 20. sans fait, & liuer le sefin al vn in nosme del touts, cest nul feffemêt a nulluy, mes al ceuie que prif le liuerie. B. Feffemès 72.

342 Leafe poe este fait per fin pur terme de ans rendant rêt, & primes le seffee conuiter les tenements deftre le droit le seffor come ceo &c. et donques louter grant & render a luy pur terme de 60. ans, redendd inde annuatim 10.£. p an &c. & oue clause de distresse. B. Fines

343 Nota que ou deuife fuit offer al Bromley, fi justice que le seffours et le seffee conuiter les tenementes a W. N. come ceo que &c. et

Optimus ordo, pur fine pur leff-se pur ars, per tenaunt in taille.
Tempore Henrici viij.

Reseruation. il render al leesse pur 60 ans, rendant 10.li. de
rent a luy, oue clause de distresse, & per mesme
le fine il grant al reuersion al lessour & ses
helres, et il cego refuse, eo que ne fuit visual
dauer grant del reversion in tiel fine, Tamen
dicitur que Baldin chiefe Justice, vse de pren-
der tiels fynes, & similiter a ceft iour B. Fines
leuies 118. in fine.

Estoppel per fine
leuy.

344 C Nota per Fitz. Justice que fine leule
per A. & B. sa femme, ou le nosyme la feæ est
M. luy llera p estoppel, & le tenat poet pleder
q il per nosyme B. leule le fine, & sic fuyt en
vre per ipsum, & fuit pled accordant. B. Fines
leuies 117.

Per nomen.

345 C Nota per Bromley chiefe Just. & alios,
q bre deri fuit port in banco regis, eo q fine
fuit conus per Dedimus potejstatem deaunt vn
q ne fuit Judge, Abbe, Chiualer, ne Serlant.
Et pur cel cause est refuse大宗商品 aescun que
soyt prife per tiels, car lestatute de finibus &
Attorni ne doæ power a nul nisi al lustices, Abbe
& Chiualer. Quere per B. si serlant del ley ne
soyt prife come Justice per lequittie de lestatute.
B. Fines leuies 120.

Que poit pren-
der fine per le-
statute de Fini-
bus & attornatis.

346 C Nota quod dictum fuit pro lege q terre ne poet estre done in frankemariage oue
home que est cosin al donor. Mes doit estre
oue feæ q est cosin al donor. B. Frankemariage
10.

Quære.

Frankmariage,
oue home.

347 C Nota Dicitur p lege q doæ in frankemariage le remainder al J. N. in feæ nest frankemariage, Car garrantie & acquiç ã incidet al
frack mariage ratione del reversion in le donor
que ne poet estre ou le donor mist le remainder
& feæ al estraunge fur mesme le done. B. Frank-
emariage. 11.

Frankmariage,
le rem en feæ.


Vide 7. E. 4. 12. ecôt
p Moile &
Fitzh. 172. H.
Conc Litt 4.
Park. 48. E.

Com 14. per
Harris.

Fitzh. 136. B.
del acquit.
Tempore Henrici viiij. 107

348 C Dicitur que pur hariot custome hœ
   semper seifera, & fil soit essoine, il poet auer
detinue. Et pur hariot seruice essoine, il poet
distraigne mes nemye pur hariot custome. B.
Hariots 6. in fine.


348 C Dicit' qi si lisse en taille soif barre p
  iudgeuent per reason de garë et affets discend, et
  puis il alien laffets, et ad lisse et deule, lisse
  del lisse naifá formedon del primer terre taille.
  Mes si tiel chope happa deuát qi il soif barre
  per iudgeuent, lisse de lisse auaera formedó.
  B. Formedon 18.

Vide 37. H. 8.

349 C Fuit tenus per Bromley Justice &
  alos, que si homi leffá pur 20. ans, & lende-
  maine leffá pur 40. ans, le second leafe prédra
  effeit pur 40. ans. s. puis le 20. ans passe. B.
  Leavees 35. in fine.

Conc tép. E. 6.

350 C Nota qi fuit agree qi ou le roy graunt
  terre que est in leafe pur terme dans dun que
  fuit attaint, ou dun abbe, et huiusmodi, qi le
  graut e bone fons recital del leafe cey que fuit
  attaint, ou del Abbey. Car il ne recitera afsun
  leafe, nisi leaves de record. B. Patents 93.

Vide 38. H. 8.

351 C Home est lle al peace, & procure
  auter denfreinder le peace, ceo e forfaiture de son
  bonde, vt dicat fuit, B. Peace 20.

352 C Nota qi home ne poet suer liuery in
  Cancellaria pur terre in Gales, Ne en County
  Palantine, p experientiam. B. Liuery 63.

353 C Nota per aliquos le roy auera pre-
  cipe qd redd (come briefe descheit) mes fon title
  sera troue p office. B. Praerog. 119.

354 C Fuit dit que ou lenterest le Roy e
  certaine & determine, le ptye poet ent, qre p.
  B. Referiser 36. in fine.

355 C Fuit

Hariot custome
&seruice diuerse.
Detinue.

Diuerfitie.

Home leffá pur 20. ans, & puis
leffá pur 40. ans.

De quel leafe recital ferr en pa-
tent le roy. Et
de quel nemy.

Breache del
peace.

Liuerie en Gales,
& Countie palat-
tine.

Prec' qd' reddat
pur le Roy.
Elcheate.

Ent' puis l' int'
eft le Roy det'
mine.
Quære.
Tempore Henrici viiij.

355 C Fuit agree que home poet auer det & detinue p vn mesme bre, car lun serra debet, & lautã detinet. B. Several Precipe 5. in fine.

356 C Nota pro lege que est nul ë p sufferaunce mes ceesty ã primes enter per authoritie et loialm ent cõe lou home leffa pur ans ou pur ëme dautã vie, & tient ouster jon term, puis le term expire, ou puis le mort ceesty que vie. Et tenant a volunt est ou hõe leffa jon ëre a autã a volunt, Quia ceý ã est de jon test demesne est desseisor. B. Tenant p copy 15. in fin.

357 C Dicitur ã ceesty ã pled recovery en bre de droct in court baro ën barre daff. deuant les Just. daff. il doit monstri ceo exëplifie sub sigillo Cancell. et aliq il neft ple. Mes dun record in communi banco, il poet aã vouche ceo la, et aãa iour damesner ceo eyns. Eadã lex p B. dafcum auter court de recorde. Tamen ecôtra in court baro, car la ê ë vn recofy, mez nul record, car ceo nã court de record. B. Record 66. in fine.

358 C Audely Chauncellor degleterre tient clerement que si hõe vêde jon ëre deuant lesstatute de vjes, ceo changera luse del fee simple. Et eadem lex del vend per Indenture per statute 27. H. 8. sans parolz heirs. B. Conscience 25. in fine.

359 C Fuit agree que Keines de age ët 20. ans, ne sub 20. ans ne poient estre suicid per tenant pur ëme dans, ou terme de vie, car eux sont del nature de timber, et poient estre timber, et per eftt voye eux ne vnãs cresst. destre timber B. Wajt 134.

360 C Dictum fuit pro lege que neft plee in trespas


6. E. 6. 422.

27. H. 8. ca. 16. Râft. Inrolmns
Tempore Henrici viij. 109

trespas sur lestatute de 5. R. 2. pur le def. adire
ç le lieu ou est 20. acres que est parcel del maner
de B. que est son franktenemêt. Car le def.
doit luy étitler a vn loyall entrie, Car diffelfor
ad frâktenit, et vncore ingressus e vbi ingressus
non datur per legem. B. Acc. sur lestatute 27.


Son franktenemêt en accion
sur lestatute de 5.
R. 2.

362 Per Fitz. Just. si les tenœes al vœc dun
estate taille, vende le çr al cefy ç ad notice del
primer vœc vncore lachator ne ferra seçî al primer
vœc, mes al 5o vœc demesne ratione del bargaine
et sale, car les seofëez ouit le fee simpt, & ideo
our véditten est bone. B. Feoffements al vœcs
57. in medio.

363 Fitzh. 141. D.

Tender trauer-
sable.

364 Foundership ne poet escheter p mort
sans heire ne est forseit p attaingî de felony
ou treafon, car est chose annex al fînke, ç ne
poet estre deulde, vt dicitur puis laugmentation
court prist cômencement Car home ç est heire
a auter ne poet faire auter destre heire. B. Co-
rodies 5. in fine.


Heire.

per Danby.

365 Foundership es-
chete, ou forfeit.

Recitall en pa-
tent.
Tempore Henrici viij.

graunt del reuersion est bon. Car ou le roy pret notice de son tenaunt pur terme de vie, et de son estat, & graunt le reuersion, il ne de- cease in son grant, car il prent sur luy notiç del forin interest pur vye, et donquez le date del primer patent neft pas material B. Patents 96.

365 Tenetur pur bone ley, que per attaider de felony per verdiç, home forfeitra tous ces terres qui il auoit iour del felony fait, Ou vnq, puis, car auera relation al act contra sur attaider per vtlary, Car B. semble la que il ne forf. nifi ceux que il auer tódore vtlagarie pronuncia ou puis. Car vtlagarie nad relation, come verdite ad. B. Relation 42.
in fine.

366 Nota si action soit fue sur vn fait portat date a Cane in Normalndie. s. daç apud Cane &c. que le pleynife couter, q le fait fuit fait a Cane en com Kanc et bien, Car le lieu neft traurersable. (B. Faiys 95. in fine).

Lieu traurers-

able.

Et auxi ou in verity il fuit ecrire in Cane, est suable in Angt ou ceo port date alarge, & a nul lieu certeyne. Mes si soit (daç apud Cane in Normalndy &c.) quere si laction gisf &c.

367 Dicitur si b r dexercuti oue extedli faç ißuiç sur vn statut merchat, q le bire doit esfer retourne, et le çur ceo liuer al conuée p liberate inde. B. Statut merchant 32. in fine.

Home fait fin sur endiement dextorç ou tres luy mift in grace le roy, et fift fine, et puis le party sua vers luy de ceo per bill, ou briefe, et il plede non culp, il auera le plee, et le fejans del fine al roy ne luy efstoppera. Car la lentere est quod petit se admitti p finem, & ne ceo confeffe precifement, et ido neft efstoppel. Tamen B. semble
Anno primo Edwardi 6. I I I

semble de faire le fyne per protestation que il neft culpable, et donques ceo est tout clere. B. Estoppel 132.

Terre fuit done per le roy p eredione collegii cardinalis Eborum, & le college ne fuit eret, et sur office ent troue le roy sefist. B. Office 4. in fine.

Vide B. titulo Voucher 84.

Plus.

Anno primo Edwar. 6.


Nota que indéictmentes et recordes que font prise deuant Justices de oyer et terminer, & nient determine deuant que leur commission foit fine, ceux serront mise in banco regis darraigners les pties la s per Cerciorari hors del Chaücery, quil feria al commiissioners del oyer & tminer, et puys ferra myfe in banco Regis p mittimus. (B. Corone 178. Oyer et terminer 2. in fine.) Mes indéictments prise deuant Just. de gaole delisy & nôt determine ferri liuerles al clerke del peace. Ou remaynera oue le Custos Rotulorum del County ou &c. et quant auters Justices de gaole deliuerie velgne la, ils poyent proceder sur eux sur judgement de mort, et hoc auxi per statutum inde. Et B. semble que ils procedera per lequitie de ceux parols,

Indéictment tempore vnius regis feruera in tempore alerius.

Cerciorarj.

Indéictment niệt discuss penduant le commiission doier & termin.

Cerciorarj. Mittimus.

Indéictmët deuant Justic döier &c. Et deuant Justiç' de gaole deliuer Dierfities.
parols, al allower de Clergie ou Sanctuary, et húodi B. Corone. 178.

370 Cu Tenent in taile le remainder ouster, leßa pur ans rendaunt rent, & deuile sauns íssue, et ceftuy en remi accept le rent, ceo ne luy liera, ratio est, eo que quant le taile est determine, tout ñ ñ copriße deins ceo, ñ determini, Et íffint le leafe voide. Et cefty en remainder ne clayme per le leffor. B. Acceptance. 19.

371 Cu Si home ñeuise ton ñre dest vend per ses executors, et deuile, le heire enter et puis ñt diissei, vncore les executors poiyent vend, & le vendee poeenter. (B. Deuise 36. Entre congeable. 134.) Eadem lex si le heire suffer recovery, ou leue fine. Et eadem lex per aliquos ou home diissei le heire, et deuile ñeysie, et ñon heire enter, les executors vend, et le vendee poeenter, car il nad droit, ne nul action est done a luy, Car il nad mes vn title de entre per le vendition, et ídeo il poeenter, car aúterment il nad aúcun remedy per Hales Justice. (B. Deuise 36.) Et per B. si allena- tion en mortmaine fuit, et le allenee est diissei, et le diisseor deuile ñeysie, ño heire est eins per diisent, vncore le ñeys poeenter deins lan, car il nad nifi tantu vn title dentre, et ne poe auer actio. Mes econtra de ceday ñ ad droit dentre et poeater auer action. B. Mortmaine. 6.
in fine.

372 Cu Feme ne serra enowe de rent re- servue sur leafe son baron pur terme de vie, car le rent neft inheritaunce, et est determinable per le mort le leffe, Et vncore lheire auaer ceo, car est incident al reuerison. Êt ou home ñeysie en ñe, leßa pur ans rendaunt rent, et puis prist


47. E. 3. 11.

7. H. 6. 3. per June.

Park. 68.

Park 67.
An. primo Edwardi 6. 113

prist femme et deue, le femme auera dower de le terre, mes nauera execution duraunt le terme dans, car eigne title &c. Et el ne poet estre endowe del rent pro causa antedicta. B. Dower. 89.

4. El. Com. 213. 221. contr.

373 "Nota que de terre de Duchie de Lancastre et auters terres q le roy ad come Duke, vel hmodi son age est material, et poet auer jö age come auter comon person poet, car il ad éeux come Duke & non coe Roy. (B. Age. 52. et 78.) Come si le roy alien terre parcel de font Duchy de Lancastre deyns age, la il poet voider ceo par nonage, car il ad le Duchy come Duke et nemy come roy, Contrary del teri que il ad corn roy, car roy ne poet estre disable per nonage, come common person ferra (B. Prerogatite. 132.) Tamen p lestatute de 1. E. 4. (que est priuate act nient printed mes inroll en le Duchie chamber, per que roy H. 6. fuit attaint de treason, et que toutes les terres del dit duchy ferra forfait et ferra vn Duchy seperet et incorporat &c.) il est annexe al Corone, Més per vn auter priuate act 1. H. 7. il est disannexe et fait vt in tempore H. 4. B. Age. 52.

Vide leflat Com. 218.

4. El. Com. 213

Comet separat Vide Com. 219.
Vide de c Com. 219 & 220.
Vide ceo act Com. 214.

374 "Et out tenure est troue del roy, vt de ducañ suo Lancastrie, que en veritie est faux, vncoore ceo ne bejolgne destre trauers, car le roy ad ceo Duchy come Duke et nemy come roy, Et home ne ferra mine a trauers nifi ou le office est troue pur le roy, vt pro rege Anglie, car donques il ad prerogat, et vt Duke nul prerog. B. Trauers doff. 53.


375 "Fuit dit in banco regis, que adire, que le plaintife est alyen nee judgement si ferra Q. respond,
114. *An. primo Edwardi 6.*

respondit, ne fuit plee in action personal, Contrary in action real. Tamen ceo ad esse est question quia in tempus en mesme le court. Et fuit dict que alien née ne fuit plee en trespas si il ne dit outre que le playntif esse det allegaunce dunt tel, enemy le roy; Car ne fuit plee en action personal vers alien que esse det allegaunce de tel prince que esse det amitie le roy. *B. Nona-

bilitie.* 62.

376 Constat & inspeximus diversitie.

Per Meruine Justice vn Constat est pleable, Contrary dvn Inspeimimus, car en lun cas le patent remaine, & en lauter il est gdon. Et p. B. in libro intrationum, vn costat fuit plede, & aide graunt del roy sur ceo. *B. Patents.* 97. in fine.

377 Fuit agree qu vn que estate ne fiera allowe in vn que est meane en le conueiance, Cое adire que A. fuit seifie in see & insoffe B. que estate C. ad, que insoffe le def. car le que estate fiera allowe solomēt en le def. ou tenant meisme, s. que estate le i ad. *B. Que

estate.* 49.

378 Nota per omnes, ou tenaunt en taile, ou pur terme de vie e implede, cesty in reem, ou reuers. poet maintaine et done de son proper deniers pur maintaine, pur sauegarde de son intereste, car fuit agree que cesty que ad intereste en le tre poet maintener pur sauer ceo. *B. Maintenance.* 53.


*An. secundo Edwardi.* 6.

Acceptance per feme deuant le

379 Home seifie in fee lesse pur 10. ans & prist feme, & ent conuey estate a lui & son fee,
An. secundo Edwardi 6. 115

Sève, et al heires le baron, & puis le baron et le feme lefis al auter pur xx. ans rend rent, le baron deuie, le feme accept le rent durant les x. ans, p. c. le second leafe pur xx. ans ne affirmes, mes puis le io. ans fine, el poel enter, car acceptance deuant qi le leafe commence ne poet cso faire psec. B. Acceptàce. 18.

379 (C) Home leffe ëre pur ëme de xx. ans, et le lefsee lefis cso ouster pur io. ans rendaunt rent, et puis grauont le reuerison del terme et rent al esfraunge, cso ne passera sans attor- ne-ment, ratione del attendauncie del rent, Con- tra si nul rent fuit referue sur le secod leafe pur io. ans, car donques est nul attendauncie destre fayt, ne Action de waft, ne hulufmodi destre port. Car vt B. seble, attornement nefet necef- sarie, mes dauer auowry ou acc de waft. B. Attornement. 45.

376 (C) Si le fits & heire del tenaunt le roy, ou dauter Seignior foit fait chiualer en le vie fon pier, et puis le pere deuie, lheire serra en garde, Car aliter launç poet procure fon fits deyns age, destre fait chiualer per collusion, al entent pur defrauder le Seignior del garde, que ne serra suffer. Et sic accidit de Seignior Anth, Browne ët Surrency que fuit fait Chiualer tempore patris sui, ò deuie le fits deyns age, & fuit tenus il serra en garde, non obstaunt que il fuit chiualer, per que il agree oue le roy que ore ë pur son mariage. Auterment B. jemble ou il est en garde et est fait chiualer en garde, ceo luy mittera extra custodial. Et per luy lesstatute que est, Postquam heres fuerit in custodia cü ad etat peruenerit. s. 21. annorû, òet hereditatem suà fine releuio, et fine fine, Ita tamen commencement del leafe.

Attornement fur gruunt de reuersion de terme.

Diueriezitie.

Chiualer in gard

Viscont Mountegue.

Diueriesitie ou hœ èt fait chiualer deins age en vie launc. Et ou il èt fait chiual deins age puis le mort launc.

tamen quod si ipse, dum infra etatem fuerit
fiat miles, nihilominus terra sua remaneat en
custodia dominorum vsque ad terminum supra-
dictum, Est entend ou il est fait chisaler deins
age estant en garde puis le mort launc. Et
nemy ou il est fayt chisaler en vie launc. B.
Gard. 42. & 72.

Acceptance per
sucessor, due
que.

380. C Euesq, leffa tre. deuescherie pur ans
rendant rent et deute, le successor accept le
rent, ceo luy llera, car euesq ad fee simple et
puit auer briefe dentre sine assensu capitul,
Cotra in case dû Person, ou Prebende, que ne
poient auer nisi iuris vitrum. B. Acceptance.
20.

Lease dueuelque.

381 C Auxi fuit agree pur ley en Cancellari
aria per Iustitiaros, que si lease pur ans soit
fayt per Euesq, que ceo nes voyde mes voy-
dable, car il aeur fee simple, Contra de tiel
lease per person, ceo est voide per son mort,
car il nad le fee simple, mes ceo est en abey-
sance. Et leuesq, poet auer briefe de droit, ou
briefe dentre sine assensu capituli, Ou person
nauera nisi vn Juris vitrum. Et idea si succe-
so de Euesque, Deane, Prebend, et huusfmodi
que ont fee, et leffe et deue, accept le rent,
ceo affirme le lease eftre bone, Et etcontra de
tiel acceptance per. successor de person que fêt
tiel lease, car ceft lease est voyde manteniant.
Mes si Chaitery prieft fait lease, so success.
uoydera ceo non obstat que le predecessor
auera fee, pur ceo que il est donatiue, ou pre-
sentatiue, et donques tiel lease nest perdurable,
Nisi foit confime per le patron en lun case, &
per le patron et lordinarie en laut case, B.
Leases. 33. in fine.
382. A. Action sur le cafée pour chose que gist in feysans, come pur arser des biens, ou fautes, et huiusmodi, non culp est bon plee, Contra pur non feysans de chose que il doit faire, come faire ou repaire pont, meason, parke, pale, escouer fosse, et huiusmodi, et ne fayt la non culp nejst plee, B. Action sur le cafée. 111.

383. Le heire de home occise, auera appelle jibien de homicide son auncester, coe de murder. B. Appeale. 124.


385. Nota que fult tenus qi ou stabile est prope vn meason enheritable, come parcel del meason, et hoe debruse cee p nostem, al-entent de robbere in cee, cest felonie, coment que il prist rien, car est burglary. B. Corone. 179.

386. Le roy fait Duke ou Coste & done a luy xx. li. de tre vel huiusmodi per mesme le nosime, issint que le creation & le graunt est tout per vn mesme paten, vncore cee est bon. Et eadem lex de feysans de corporation et done a eux terre per mesme le paten et nosime. B. Corporations, 89.

387. Si South seneschal tyent court baron, & graunt copiholdes al tenants per copie de court roll faunz auæhoritie del seigniour ou haut seneschal, cee est bone graunt, car en plena

Vide 2. H. 7. 13
per Keble.

Non culp bone ple in acc sur le cafée & ou nemy.

Appelle pur homicide.

Ou home cœ feysse & auoyd, la ne trauefer.

Burglarie.

Creation & done in vn mesme paten.

Patent a ij. intents.

Ou seneschall, vel subfecesall poet leffia per copy, & contra.
an. secundo Edwardi 6.

plena curia, Contrarie fil ceo fayt extra Curlam sans tiel authentitie. Tamen le haut fenescal poet dimitter customarie terre per copy extra Curla per aliquos. Quere inde per B. fil nad especial authentitie de fur pur demifer. B. Court baron 22. Tenat per capie. 26.

Deuiseloccupac

388 * Qua home deuise que W. O. aua le occupatiio de jon pla pur terme de ja vie, Et fil deuie deyins le term q ceo remainera al J. S. ceft bone remi, car le prim nad forsqz loccupatii, & lau puis luy aua propertie, B. Deuise 13. in fine.


390 * Si home fuit conuié de felonie, et resteine in prision, et puis le roy luy pardon, la les Juftices de galle deliuerie poient luy baiyler tanzque le prochein feffions de galle deliueri, isfint que il poet donc vesi oue jon pardon, et pleder e, B. Mainprifte. 94.
391 C Nota in cañ Culpeper fuit dit que le roy memé ne poët recorder ou receüer surrender de terru ou letters patents faites a luy in extra Curiam, Mes ceo doit estre deuant son Chauncellor, ou aüer Justice a ceo auflorised, ceo fra. B. Recognisans 16. Surrender 53. in finibus. Prerogatieue. 135.

Vid 4. E. 6. 490

392 C Si home lefia pur ans le rem ouster pur ans, et puis le primer termor graunt son intrest al leffor, ceo ne surrender ratione del mesme intrest del terme in remainder. Et termor fait son leffour son executour et deule, ceo neft Surrender, Car il ad ceo a auter vse, Contra Whorewood inde, B. Surrender. 52.

393 C Quare impedít sur grauit de proxim presentatione graunt a J. N. gené, et en le briefe port per J. N. ceft parol (gené) est omitte, et le def. demaund oyer del fayt, et habuit et le variaunce nul matter, car le Action de Quare impedit est found sur le disturbauce, et non sur le fait. Come action de dette est found sur obligation. B. Variaunce. 109.

C Fuit concessum per Shelley Justice, et alios, que si le roy done chattel fass fait, et le donee ceo prist per son commandement, ceo è bone, B. Donc. 16. in medio.

394 C Nota pro lege per Cancellier. Anglie & Iusticiarios, que si le tenant que tient del roy en Capite en Chualry, done tout son terre al estranger per aët execute in son vie, et deule, vncoire le roy auera le 3. part en gard, et auera liheire en garde siil soit deins age. Et si de pleine age, il auera primé seflin de 3. part virtute istius clausule en le statut. Saining al roy gard, primer seflin, liuery, et huiusmodi, per quod

Roy ne record surrender.

Meine rem sur.

Termor fait lef-for son executour.

Quare impedit, & le bre, & le fait vary.

Done de chatell per le roy.

Feffermt de tout poft statute 32. H. 8.

Garde.

Primer seflin.
An. tertio Edwardi 6.

quod patet qui lentent del act est, que le roy auera tant, coe si le tennaunt vif fait will et vif deuie seifie. Tamen p omnes puis qui le roy est ferue de son dutie de ceo, le done e bon al donee vers lière, B. Testament. 24.


395 C Home leffer pur ans, habed poft dimissionem inda facta al J. N. finita, & in veritie J. N. nad leafe en ceo, la le leas cômece immédiat per Hales Justic et plures alios. Et p luy fi prebend fait leafe pur 21. ans per Indenture, rendant le vjsual rent, cee liera le successe per le statute de leases, Car ou lestatute dit, en iure ecclésie, Et lentre pur prebend, est sefjitus en iure prebende, vncore cee liera per leclutie, B. Leafes. 62.

\[\text{C Conc H. 1.M. 23. H. 8. ca.}\]

Restitution per parliament.

396 C Home est attaint de treason, le roy poet restore lheire al terre per son patent de graunt. Mes il ne poet faire le heire defir hère de sanke, Ne desfie restore a cee sauns parliamet, car cee è in preludicuu allorù B. Restitution. 37.

\[\text{Vide 32. H. 8. 280.}\]

Part de aliens, & part de denizés.

An. quarto Edwardi. 6.

398 Vide per Mountague chiefe Justice & Townesend, que per foementum dun Manner, les seruyces passer fauns attornement del franke tenauntes. Mes B. semble que les tenauntes doyent attornier, B. Attornement. 30.

399 Fuit agree que adire que le lieu ou &c. est 4. acres, q est et fuit tempore capcioi son franktenemet, p q il distraine & prist les auers pur damage feaunt, fut bon auowre, B. Auowre. 122.

400 Burglarie ne serra adiudge nisi ou infreinder del meason est p noete. Et p lusie. ou le principal et accessor sont arraignes & le principal ad soo clergie, ceo ne serra laccessorie, mes il serra arraine & pœd ou ambideux sont troue culpable. B. Corone. 184.

401 Home est indict come accessorie al vn felony et acquit, & puis est indict de misme le felony, come priné, il serra arraygne et pend non obfaint le acquitel come accessorie. Et sic fuit Thomas Knightley primes indict et arraygne come accessorie de J. S. et acquite, & puis fuit indict de m le murder cœe prinœ & arraygne de ceo arere. B. Corone. 185.

402 Fuit agree pro lege per lez lustrices, q si home distrainge fauns cause, le owner poet faire refcous, Mes sil eux empound, lhowner ne poet iustifier lenbrender del poûd et eux prendre hors, car la ils sont en Custodia regis, B. Distresse. 74. Rescous 12. in fine.

403 Si home done ou graunt omnia bona sua, leafe pur ans ne gard, ne passeront, car que passa per graunt de omnia bona.
404 A. Action sur case pur appeale le p't faux Justice del peace, vel hijs similia, hec verba (hijs similia) fuerit ordre deftre trahes horse del liuer per Curiam pur le incertetnie, B. Action sur le case 112.


406 A. Per opin' in banco regis, si home eduiue son ore a W. N. soluend 10. li. a ses executors & deuiue, le deuiue ad fee simple ratione del païment, sauns parols hereditibus, vel imperpetuui, & ceo serra intende lentent d' deuiuer Eadem lex si hoe vëd son terre a W. N. pur 20. li. ceo serra entend vëd en fee simple suus parols heirs, car conscience &c. et e equum et bonü, q' est vn ground in chesfyn ley. B. Estates. 78.

407 A. Tris, le def. dit q' J. N. fuit selfie en fee, et luy lesa pur 21. ans, & doin color, le pl dit que son pier fuit selfie et deuiue selfie &c. et il entra et fuit selfie vsq trespas, absque hoc quod dictus J. N. aliquid habuit tempore dimissionis,
dimissionis, & male trauersf, Mes dirf siuis ceo que J. N. fuit seifse in fee mod & forma put &c. in comun banco, B. Trauers per 372.

408 C Assfse, Le tenant fift barf per estrau-
ger & done colour, le plaintife fift title per mefme cefty per que le defendat fift fon bar. s. que J. S. fuit seifse et done in taille a fon pier que enfeffe W. N. que enfeffe le tenaunt, fur q A. B. enter & enfeffe le ayel le pleynfite que heire il è en fee, que deuie seifse, et le terre dicsend al plaintife & iffent fuit eins en fon re-
mitter, quoufque per defendant diffiffe. Et in veritie A. B. ne vnsq enter, ne vnsq enfeffe layel. Et vncore fuit tenus clerement, que le tenaunt en fon barre al tytle ne poet trauers le feffement de A. B. Mes doit trauers le murrat seifse del aide le plaintife que luy remit, car ceo lia lentre le tenaunt, & est le plus notable chose en le title. B. Trauers per 154.

409 C Home ad leafe pur ans cœ executor J. S. et puys purchase le reuersion del terre en fee, le leafe est extinct. Mes vncoir le leas ferra vs leexecutor vn afsets per Whorewood et Hales Justices. (B. Extinquishment 54. Leases 63. Surrender. 52.) Et fil ferè extinct B. feme dèe vn deuaflait ad vlimu. Extinquish-
mét. 57. in fine. Mes ou il ad ceo come exec-
tor, & è vn mefne leafe en reuersion pur ans, & il purchase le reuision en fee, le primer leafe remaive ratione del meane remainder (B. Leases 66) Et per Hales si home lef{a} a vn pur 10. ans, & puis lef{a} mefne le terre a auter pur 20. ans, le prin lef{e} purchase le reuersion en fee, vncore le primer leafe ne extinct, pur ceo que le 2. leafe que est pur 20. ans è mefne enter

Le meane con-
uelance en le tit
ne ferra trauersf,
or le pl' en son
title lie le def.

Remitter.

Executeur ad
terne & pur-
chafe le reuer-
sion in fee.

Assets.

Deuaflait.

Divetuitie.

Primer lef{e}
puur ans purchafe
le fee simple.
enter le primer lease, et le fee simple, que est vn impediment del extinguishment. B. Extinguishment. 57.

410 C Quare impedit p Marke Ogle vers Harrison Clerke incumbent, que fuit eins per le preseitation le roy. Et ideo le briefe fuit port ys luy sole, & pend le briefe de Q. impedit, le plaintiffe deuie puis le 6. mois passe que nauera mes prox. presentationem per graunt, fyn executes port auter Q. impedit per iournes accomplts, intend dauer saue le matter per les Journeys, Et per Iusticiarios de communi banco ou le plaintiffe deuie leexecutors nauera bi` per iournes accomplts (& B. semble que ou le plaintiffe deuie, nul poct a` auter brief per iournes accomplts) Mes econtra en ascuns cases ou le defendant deuie pend le bi` (B. Journeys accept 23. Quare impedit. 158) Et nota per B. ou le graunte de proximi presentatione port Q. impedit vt deuaunt, et deuie puis les 6. moys passe pend le briefe, & leexecutors port auter Quare impedit per iournes accomplts, & priferont general briefe, et count comet le graut fuit fait al testator, & il port Quare Impedit & deuie, & que ils port ceo briefe, & ea ratione pertinet ad ipsos presenfare, & defendant ipsos imped, & donques ceo purpor que ceo est dun disturbace fait a eux meimes puis le 6. mois pass. & donques le briefe ne gisit, car tout doit astre compris in le briefe, & count specialment, & demauneda bre al euesque sur le presentation, & briefe le testator, & quia non, Ideo male. Et nihil ind venit in caju predc in Mark. Ogle & Harrison p B. Quare impedit. 160.

411 C Nota
An. quinto Edwardi 6. 125

411 Videm temp.
H. 8. 359. &
per Brian.
Conc Finch.
48. E. 3. 25.

412 Vide temp.
H. 8. 359. &
per Brian.
Conc Finch.
48. E. 3. 25.

412 C Dett sur escape vers vicont, que dit que devant le escape, le prisoner suit condempni en le dit consternation et en execution, vt en narration, in temps vn former vicont que luy suffer descape, et puis luy repring et imprison, & fut remoue, et cestuy defend suit fait vie, & puys luy suffer descape iudg. si de cest 2. escape action deues a... Et bone plee, Car il ad confesse et auoyde le playnt. Car quant le prisoner primes escape, et le primer vie luy repring et imprison, cest 2. imprisonement nebst execut pur le partie, mes le party... 

413 C Vide temp.
H. 8. 361.

413 Vide temp.
H. 8. 361.
heires ad vsū dicé W. S. et hered. suorum expresse en le fait, la W. S. serra seisiæ al fons vse demesne, et non al vse de ceñty que vse en tayle, ne de ses heires coment q lachator auoyt notice del vse del state taile al temps d le bar- gaine pur ceo que luse fuit expresse en le fait.  

B. Feoffments al vses 57.


Leases, 57.

4.15. "Carolus Brãdã dux Suff. auoit issue fitz per vn venter, & file p auter venter, & deule biens all fits & deue, & puis le fits deue enteslat sans feme & sans issue, & le mier del fits que fuit del second venter (car le file fuit del primer venter) prist laadministraæion per lesta- tute, que est que laadministraæion serra committ al prochein del kinne del inteslate. Et sur graund argument en le spiritual court, tam per legis peritos regni, quam per peritos legis Ciuillis laadministraæion fuit revoke. Et sic vide que laadministraæion poët esstre revoke, Et sic fuit fi- militer in caçu enter Browne & Shelton de bonis willi Rawlin cliæ, que fuit commit a sir Hum- frey Browne que auer marie le soer le dit Rawlins, & puiz viendrôt William S. & J. S. fits le feme le dit sir Henry (quel feme fuit le 

mere
mere lez dits Sheltons per vn former barron) & 
rearfe le primer administratyon, & obteine la-
ministratyon a eux. Et le dit Duke auoit issue 
Fraunces p le frenche Queene, & puis cel feme 
deule, il marie le file de seignior Willoughby, 
& aun issue p luy vn Henry & deuje, & puis 
Henry deuje sans issue & sans feme, & le mier 
heire prist ladministratyon, et puis le dit Fraun-
ces feme le Marques de Dorfet sua et rearfe 
administratyon, & obteine ladministration a luy 
mesme, coment que el ne fuit que foer de demie 
janke al dit Henry, pur ceco que el est procheine 
del kynne le dit Henry, eo que Henry nauer 
ascun children, car le mier nest prochein del 
kynne a fitz demesne in cest respećt de cest 
matter: Car doit aler per descent, & nemly 
pascencion per le ley dengleterre, ne per ley 
Ciuill, Et les children font de sanguine patris 
et matris, se pater & mater non sunt d san-
guine puerorum. Et p Isidorum, Pater & 
mater, & puer sunt vna caro, & ideo nul degree 
est enter eux. Contrary e enter frere & foer, 
Et le demy sanke nest impediment qit al bięs. 
(B. Administrators. 47.) Nota que in largu-
ment de ceco case fuit agree per Jusficarios, que 
le roy nest entitle al terre de son gard sans 
office, coment qu il nad in ceco nisi chattell. Ta-
men ceco vięt ratione tenure qu est feigniory & 
franktemët en le roy. B. Office deuant. 55. 
416 C Nota p Hales Jusficce clerement, qu 
clerke coniijet perdra ses bięs. B. Forfaiture. 
113. 
417 C Dicitur in banco regis ou briefe der-
rour port teste deuant le primer judgement, et 
le record e certifie in ceo banke, que cest byen, 
Et
128 *An. sexto Edwardi 6.*

Et vncore le briefe dit, quod si iudicium reddit, tunc record et process habeatis &c. *B. Errour. 76.*


---

**Anno 6. Edwardi sexti.**

418 *Nota per Iusticiarios* in cõmuni banco, que in assise vers deux, l'un prist le tenaúcy & plede nul tort, et lauter prist le tenauny, sauns ceo que lauter rien ad, et plede en barre, la le plaintiffe serra arct deülier son tenaunt a son perill. Cyben come si ambideux vissent plede en barre, et accept le tenancy feuernal-ment. Et si sõt troue q il misелеq son tenant, le bê abatera, mes il ne fer in barre. Et la quant le demaundant elec en son tenaunt et il plede, la ils serra a issu deuenant que le tenancy serra enquire, & donques le tenancy serra primes enquire, et puis lauter issu. *B. Assise.* 384.

---

419 *Nota que pur Burgage tenure del roy, Home puyt alien sauns lycence assjets byen, B. Alienations.* 36.

---

420 *Nota que Feme prist En Gilles pur felony, & abjurauit regnum, B. Corone.* 213.

---

421 *Nota per Iusticiarios, per le statute ou home fait sa feme ioynyt purchase oue luy puis le couerture dafcun estate de franktene-ment, nisi soyt a luy & sa feme, & lour heles in fee simple, cest bar de dower, sel agree al ioynure post mortem viri, Contrary de fee simple, car tiel ioynure neñt parle in le statute. Ne deuide de terre p Baron al feme p testament nê*
nē barī al dower, car cē est beneuolence, et
nemy iointure. B. Dower. 69.

422 C Nota per Iusticiarios, que ou deux
iointants sount, lun alien tout son terres &
tenements in D. post statute de enrolments et
deuant lenrolment lauter ioyntenaunt deuei,
isint que son moyte furuiue al vendor, & puis
le vendor deins le demy an enrolle le fait,
vncore ryens passā nīsi le moitie, car lenrolle-
ment ad relation al fēsēs et deliuerie del fait,
isint que cē donera ryen, mes cēs que fuit
vend per cē tē pore deliberacion facti. Et p
plures Iusticiarios, ou home vende son terre per
fait endent al vn, & puis il cēs vend per autr
endētūre al auter, & le darreligne fait primes
enrolle, & puis le primer fait est enrolle deins
l demie an, la le primer vendee auera le terre,
car cē ad relac. de faire cē de le fait del vendor,
& de passer le terre ab deliberatione facti. Car
le statute est que franktenement ne vse de cēs,
ne passā, ne chaungera de lū al auter p barga-
gine & vendē tantum, nīsi sit per fait endent &
enrolle deins le demy an, Ergo si sit p fait
endēt, & enrol infra demy an ē passē. Cēe lūss
poet passē al cōmen ley per vendē de ēre q fuit
maintēt sur le vendē. B. Faits enrolle. 9.

Tēp. H. 8. 368.
Supra 406.

27. H. 8. ca. 10.
E. 6, 435.

423 C Nota per plures, si home fait feffe-
ment en fee deauant lestatut de vses, ou puis
cēst statut al vse de W. & ses heirez tāque A.
paie 40. li. al dit W. et tunc ad vsum diēfi.
A. & hered suorū, et puis vient lestatut de vses
& execute lestaē in W. et puis A. paie al W.
le 40 li. La A. est feisie en fee, fil enter, Ta-
men per aliquos A. ne ferra feisie en fee per le
dit payment, si non que les feoffees enter, B.
s doubta

Vse de alter le
franktenement
del vn al auter
per statut.

Entre.

Quære.
doubta inde. Et ideo luy seble estre sur dentre
en le noim del feffees et en noim de luy, et
donchs lun vole ou lauter, lentre serra bone &
frA. destre seflse en fe. Et auxi vide per B.
que home a cest iour poet faire feffemët al vfe,
& que lufe chagera de vn in auter per act ex
post facto per circumstance. Cibien que il
serra deuant le dit estatute, B. Fesments al
vfe 30.

424 C Concessum fuit que fine poet estre
leuie in hamlet, car si secre facias giit sur fine
in hamlet, (come appiert 8. E. 4. qui il fait)
ideo fine est bien leuie la. B. Fines leuies. 93.

425 C Fuit agree pur ley in le commen
bake, que si le seignior nad estre sefisie del
homme infra tempus memorie, mez ad estre
sefisie del rent, ceo giit dauer breve de gard,
& de counter que il deuie in son hommage, car
la est sefisina dacun chose, coment que ne soit
del entier seruices, & pur cel cause, et auxi eq
que le sefisina est trausersable mes le tenure, ideo
laccion giit sans sefisina del hommage, B. Garde.
in fine.

426 C Nota quod videtur clare, que le
novel limitation, & auxi launcient limitation
extend al copyhold, cibien come a freehold, car
le nouvel statute est, que il ne serra prescriptio
title, ne claime &c. Et ceux qui clayme per copie
font prescriptiion, title et claime &c. Et auxi les
plaintes sont en natura et propi bis din regis ad
comunem legem &c. Et ceux briefes que ore
font portes al komen ley, sot rules per le nouvel
limitation, & ideo les plaints de copihold serë de
mefme le nature & forme. B. Lymitations. 2.

427. C Nota que sur le statute dachate les
titles et de mainteiner que home nachater terre,
nisi
An. Septimo Edwardi 6. 131

nisi le vendor ad estre en possession &c. per un an deuaunt, fuit agree per Mountague chiefe Justice, et peroutes de serieants Inne in Fleetestrrete, que si home morgage son terre, et ceo redeme, il poet vendre son terre infra vnun annum proximo &c. sans dauger del statute auaunt dit, car sic est lentendement del statute, Car les auncient statutez sont que nul maintener, & vncore home poit maintene son cosin, & sic de confimilibus, car nê pas entend, mes de iloyal maintenance, Et sic de pretendu de title, et non de ceo q est clere title. B. Mayntenance. 38.

428 Si home leffa pur ans rëdant rent al Mich. & auters couenants, jil soyt oblige in obligation de payer le rent preciue, la il que-rera le leffor, Mes jil soif oblige de perforn les couenats &c. Le tender sur le tere suffis, quila la le payment est del nature del rent refer-ue, Contraer in primo casu. B. Tender. 20.

429 Fuit agrec q pur misprison de treason, ou si home sciant counterfeit money & emport ceo exi hibernia in Angli, et vit ceo en payment, vel huiusmodi, home perdera ses bles imperpetuum, & les profits de son tre pur sa vie, & serra emprison pur terme de vie. B. Treason. 19. in fine.

Anno 7. Edwardi sexti.

430 Fuit tenus per les Justices dambs deux bakes, q ou home tient per rent et serulce de chlualer, et le seigniour & ses aunestours ount estre femper seifie del rent, mes nemy del hommage, escuage, ne dl gard, vncore si garde chief, il auera le gard del heire, car le seifin del rent suffisit pur estre seifie del tenure, quaut a

Statut expound.

Tender sur letre & econtra.

Forfeture pur misprison de treason.

Nul seifin & vncore gard.

cest purpose. Tamen aliter. B. semble de fair auowry. B. Auowry. 96. in fine Gard. 69.

431 C Nota si home ad issue 3. fitz, & deuise jon tres. s. vn parte al. 2. de fitz in taile, et auter parte al 3. fits in taile, et que nul de eux vend ascun parte, mes q chescu serra heire al auter, et deuie, que in cest case, si vn deuie sans issue, jon part ne reuert al eigne fitz, mes remain al aut fitz, car ceux parols (que chescun serra heire al auter) emplie vn remainder, pur cee que est vn volunt, que serre entend et adiuide solonque lentent del deuisour. B. Deuise. 38. Done 44.

432 C Home deuise jon terre a vn auter pur donner, vend, ou faire de cee a jon wil & pleasure, cee est fee simple, car jon ente st serre prise a doin fee simple. B. Deuise. 38.

433 C Nota per Browne, Hales & Cooke Justices, si sone seignior & tenant per feastie & rent, le tenant est disfei & deuie sans heire, le seignior accept le rêt per maines le dit seior, vncre il poet en? pur escheat. Ou auer brei decheate, et le resceit del rêt nul barre, Car le disfei our est eins per tort. Auterment sil vft auow pur c in Court de recorde, Ou vft pris eorpo corporal service come hommage &c. Issint daceceptance de rêt per maines le heire le disfeiour, Ou de jon seffce, queux sone eins per title. B. Escheat. 18.

434 C Home plead pardon le roy in lex-echeuer pur alienaç sas licence ou le terre neft tenus del roy in Capite, ceo est estoppel a luy adire en apres que il ne tient in Capite B. Estoppel, 222.

435 C Nota que fuit agree per Jusiicliarios que
que fine poet bien estre leuie in hamel, et hoc non obstante q' tous les measons font decayes perpetrator. Idem de briefe de dower, Et eadê lex de ceo qu'ad estre ville & ore est decaye, vncore le noisme del veille remaine, come old Salebury, q'ad a ceo foure burgeffes de parliament & hulismodi, B. Fines leues. 91.

436 4 Formedõ sur done en fee, al vfe del seffor, & heires de son corps, que est executed per le statut de vses 27. H. 8. & puis le seffor alien & deule, son issue auera formedon quod les feffees dederunt tenementa predicta al pier le demaundant & descendit 19 &c. Car ne poet estã suppose q' le seffor done a cestqy que vfe que fuit luy mesfme, Car home ne poet donner a luy mesfme. Et ferra especiall declaratyon sur le feoffement all vfe le taile, Mes ou A. fayt seoffemẽt en fee al 3. al vfe dune estrange & heires de son corps q' est executed per le statut auaunddit, & puis cestqy que fuit cestqy que vfe, alen en fee et deule, la son issue auera formedon, et dira que le seffor, done al son pier & nemy q' les feffees done, Et ferra special declaratyon, B. Formedon 46. General briefe 14.

437 4 Home posseffe de leafe pur terme de 40. ans, graunt tant d ceux a J. N. que ferra arrere tempore mortis fue, et tenetur void per Hales Justice et alios pur le incerteyntie eo que ne appiert quant ferra arrere tempore mortis fue, Car le grauntor poet viuer tous les 40. ans, et døq, rien ferra arrere a fó mort, quere. (B. Graûts 154. Leafes 66.) Mes tiel deuise per testament est bone, (B. Graûts. 154.) Et nê fèble ou hœ leffa terre pur terme de vie, & 4. ans ouster, céo est certaine que ses executors Fine in hamlet ou ville decay.

Briefe de dower.

Formedõ sur vfe General bre, & special declaration.

Diuerfitie.

Graunt void pur incertaintie.

Diuerfitie inter graunt & deuse.

Quere.

Leafes pur vie, & 4. ans ouster.
Tempore Edwardi 6.

executors auera 4. ans puis son mort (B. Leases. 66.) Et auxy si home lesa son terre habend a morte sua pur 40. ans, eft bone, car ceo est certayne, Et il ad aucthoritye de charger son terre demesne B. Graunts. 154.

438 C Home graunt omnia terras et tenements sua in Dale, leafe pur ans ne passe. Cotary si grauit omnes firmas suas, la per ceo leafe pur ans passera, Car de ceo Eieftione firme gift, & p ceo il recuperera le tme, Et iedo est boe parol de grauit. B. Graunts 155.

439 C Dictur si Informatyon soit mise per subiect pur le Roy in Scaccario, Et le def. pleyde barre et trauers le informac, le roy poit trauers le mater del barre si1 voet, et ne tenus de maintener le mater que est conteyne in le abjace hoc. B. Praerogatius 65. in fine.

440 C Nota que fuit agree per les Justices que home ne poet conuey interes per vn Que estate, de particulier estate, come tayle, pur vye ou pur ans, sauns monstre coment il ad no estate, soift ceo del part le pleintife, ou defendent. B. Que estates. 31.

Nota que en det sur obligation fait pur vseyry, et le def. pleye c matter, il concluu et ifint obligation est voids, Judgement si action, et ne cocludera no est factum. B. Non est factum 14. in fine.

441 C Concordatur pur clere ley in Cur Cancellari, si home acknowledge vn statut staple, & puis infeffe le recognizee, & il fait seffeunt ouf, ore le terre est discharge, car le seffe est sist que estraunger. Mes si le cognisor repurchase le tve, il ferra mise en execution, & vncore fuit vn foitz, discharge B. Recognisance 9. in fine.

Nota
Anno primo Mariae 1. 135


29. H. 8. 111. 443 C Fuit tenus per plures in Cancellaria si rec soif ewe in q ceffi q vse in taile est vouch, & le d suff rec. donques ceo liera lissue. B. Feffements al vses 56. in fine.


C Brent del Comitaq Somerset q fuit prejet pur Ideot, potuit scribere litteras & acquiétanc, et hiomi, & ideo fuit adjudg vnthrift, mez nul Ideot. B. Ideot 4. in fine.


Anni primo Mariae prima.

444 C Nota per Bromley chiefe Justice que le demaund (in casu numero 389) poet declar generaliût fil voit. Et si le t pled ne dona pas, le demaund poit reply & mie le special mati, vt patet la, & coclud & issint do na &c. Et bic. B. Formedon 49. in fine.

32. H. 8. ca. 3. Limitac. 3. Cq Nota q fuit agree, q a ce jour p le limitation de 32. H. 8. Lauowrie ferra fait gen-

Bois deuant past-
tur & pleint dasf.

Seiin en fee trauerse.

Rec de lier taile
in vse.

Alien purchase.

Office.

Information.

Ideot & vnthrift
duierätie.

General count en formedon.

Limitation en Auowrie.
Anno primo Mariae I.

Salut sicut utebatur prius. Et si ne fait selisn puis té limitation, donqz le pī in barre del auowrie poct alledge ē, & trauis le selisn puis le limitac. (B. Auowrie 107) Auxl ou höe port actō real ou mixt ou fait auowry ou conusfās, & issue è prīse sur le selisn infrē tēpus statuti, & è trone contra le dī, pl. ou auowant, cēst pemptorie p m lestatut. B. Peremptorie 78.

445 C Nota si fēe q ad title dappel de mort viri prīs auter baron, il et le fēme nauerōt Appelle, car le fēme doit auer ē sole, Car le cause de appel est que el fault son barō, & le reasōn est eo q le fēme carens viro, neśt cibien able de viuer, & ideo quant el ad aut baron, appēl est determine et le cause cēsā, Et cēffante causa cēsēt effecēs, (B. Appel 109.) Cōe ou fēe ad quarantē & el marie infra le 40. iours, el pēdra son quarentine. B. Appelle 109. Dovēr. 101.

446. C Nota si Judge ou Justice foit de non sane memorie, vncoez lez fines, judgements, & auters recordes que foit deuant luy, jerra bon. Mez ecōtra del dōe doflice vel hulīsumdī pluy, car cēo est matr in fait, & launq zōt matrēz de record. Car matrēs en fait potēt effer avoind p non sāne memorie. Contra de matter de recorde, B. Dum non fuit compos mentis 7:

447 C Nota que le vicont & Efcheator voidront leur office per dimfe le roy, car ils sont faits per patentiq, que foit come commisfēn eft, & ideo ē vfe al dimfe le roy pur fuier hors nouel patents vt fuit hoc An. B. Officer 25. in fine.

Nota que fuit agree per les Jusfic. q cēst clauśe que vient puis ceux polys, In cuius rei
Anno primo Marieæ 1.

448 C Affirmait qu'il faisoit sejour à la campagne, et que le roi mort par obscurité de l'officier, & que il est mort, il ne jura pas. B. Suerty 20.

449 C Nota quod appriert per divers records et présidents que ceux paroles (cooperis, ou imagin le mort le roy) sont de grandes paroles, car ce fût que malicieuse devise comit le roy veigna al mort p paroles, ou autrement, & fuyant act de explaîner, Come in affaient de harnies mittant, de letter message, vel hîmodi, cē treason. Et cey qu'entend pur depriû le roy, en ceo est entend le mort le roy, Quere del depriû. Car p B. home poet depriû, et vnc. entend nul mort. Et pur ce cause vn statut fuit ent fait tépore H. 8. & E. 6. Et le de téinî d'castel, fortresse vel hîmoi vers le roy est leuant de guerre òs luy, toutes òx paroles (lest de guerre, & alia supra) fût en le stato de 25. E. 3. Et adherent al enemies le roy ibi eux aidât ou cōforî. B. Treaté 24.


451 C Nota qu'il faisoit, ou trôns de baterie, biens importz, ou escript enfreint, qu'înt trâstatory, fuit fait en vn countie, vncoire acc poit eë port e auç com. (B. Attaint 104.) Et fîc concord fuit en trôns in Lod d debruger doble a D. in Lond, ou in fait D. fuit in com E. car ceux
Lieu nient tra-uersable.

Trespas transfi-terie et local diuit.

ne sot local. (B. Lieu 65.) Et ideo in trinis transtori le lieu ne serra issue, ne ne traussable.

Nient plus qui ne trinis sur le cæse de assuption, 
& ceux porent estre continue (B. Trauerse per 283) Et en ceux caæs le iury dauç coûtie poit préder ent conusance, mês neft tenu ts & c, Sed s'il plgû conus, attaint ne gist. Cô t de trinis darbôs scies, ou herbes puez, qui sot local, & serra port in apprio com. (B. Attaint 104. Iuros 50.)

Nonisuit.
Def. auera costes
per flatute.

Contrat.
Ou lheire poêt
weyuer deuiffe,
Et econtra.

452 C Fuit dit qui leffor port det vs sô
leßie pur ans del rent, & le pêt est nonsuit, Ou
si lenquest passe, vs luy, il rendra costes al def.
p lestatut. Car leæfe pur ans rendat rêt est vn
contraet B. Coftes 23.

453 C Not p Bromley chiefe Just. & alios,
où hœe deuif se oû a vn estrange pur ëme dás,
le reîn a sô fits in fee et deuy, le fits poit
wayer le deuïse, & claim p discent, & une il
ne auoidër le ëme. Niët plus qui ou hœe leffe
pur ans & deuy, le leafe est bon. Et vncore le
murrât seji est bo auxi de toller leni. B. Deuïse
41. Et B. efble ou le pier deuïse a son fils &
helre in fee, q le lheire poït waits le deuïse &
luy prendre al disçêt. (B. Discent 4.) Contra
ou le pier deuïse a son fitz in taile, le reîn a
vn estranger in fee, la lheire ne claimër eins in
fee, ne wauera le deuïse pur le parde &
prudence de cêy in le reîm in fee. B. Deuïse 41.

Discent.

Diuerstic.

Accompt vers
diffûsour.

Accompt vers
gardeine.

Accompt nees-
frary.

Priuity neces-

fary.
Anno secundo Mariae 1.

al vse le pt & ou le defend clain a son vse
demesn car la ple e voier, ne vnb so recei
son baily pur accept reder. B. Accopt 89.

455 C Dictu fuit, pe lege q custode poert e
alledge ou est nul plo q poert prescriber. Coe
inhabitats ne poiert prescriber. Mes ilz poiert
alt custom q les inhabitats poiert comen in D.
Car lun va oue le lieu, Et lault oue le person,
quel person doit estre able de prescriber, car
aliter nihil valet. B. Prescription 100. in fine.

455 C Fuit tenus per le Capitall Justice,
que lenrac de nouvel frame q ne vnbq fuit coit
neft waft, Mes fuit agree, que si meason foit
ruinos pur default dascon couverture tclore
mortiz del leissor, et puis le tenat sufer ceo
destre plus ruinos, que de cel nouvel ruine
lheire aua action de waste, car ceo est waste,
que contynue, car de le putritude que vient en
temp hered lheire aua acc. de waft, Et econtra
de ceo q fuit in le vie son pere. B. Wasl 117.
in fine.

456 C Si act sofit faft felony per estatute,
come hunting vel huifsmodi, et puis vn home
in ceo offende, et puis lact est repeale p statutue,
la le huizing e dispunishable, car la ley qe il
serra punisht e repele. Tamen ou trespas est
fait sur termor, & puis le terme expire, le
trespas est punishtable, car la interest expire,
mez nemy le ley. Et sic vide diuerstite, ou
linterest expire, et le ley remayne, et ou le ley
est repell et ne remane. B. Corone 202.

457 C Tenetur in communi banco per Proto-
thonatorios si protection soit gette al iour de nifi
pri², et les Justices pisterot le Jurie de bene
esse, & al jour in bâk le protection est allowe,

Pledinge.

Custome seruera
ne voet seruer.

VWast pur non
couerture, de
nouel frame, &
meason.

VWast per
lheire.

Diuerstit ou in-
terest expire, Et
ou la ley.

Trespas p ter-
mor puis le tme
expir.

Enquest prioe de
bene effe.
Enquest recharge puis verdict.

Ou briefe de heretico comburendo issera, Et ou nemy.

ore comet, que le primer prisel est voyd, Uncore lequest ne serra recharge p refumons, Car quaat lequest est vn soitz jure, & done verdit, ilz ne ser vnz xure arrere sur cee issue.
B. Enquest 86.

458 C Nota que fuit agree per omnes Jus-
ticiarios, et per Baker peritum in lege, et Can-
cellerium Scaccarii, et per Hare peritum in lege, et Magistrum Rotulorum Cancellarie, que per testament de heritikes & lollardes, que si heretike soit convict in presence del vicoot, le ordinarie poet luy committer al messin le vicouet, et il doit luy arser sauns auer briefe de Heretico combu-
rendo. Mes si le vicouet foit absent, ou si lhere-
itike serra arse in outer county in que il neest convictte, donques in ceux caues le briefe de heretico comburendo serra agarad a ceftly vicoot, ou Officer q ferri leexecution. Et le dit statut in fine voet, que le vicount serra present al con-
uiction si Leuesque luy require. Et ideo le vse q lordinary appelleria le vic. destre pre-
sent al conviction. Et vide in le briefe de hereti-
tico comburendo in nouel Natura breuii, q Larchueuesq, q son prouince en leur convocatio puissfont a vfont a couiict heritikes per le coimen ley, & eux mister a les layes maines. Et donquez le vicount per briefe de Heretico comburendo eux arsera. Mes pur ceo que ceo fuit troblefome de appeller le convocation de tout le prouince, il fuit ordeigne p testament auat dit Que chefe Euesq in so diocese poet couieter heritike, et puis abiuration sur relaps luy mister a lay gens destre arse. Et B. feemle que si lheritike ne voet abiserer al primer conviciio, q il poet efte arse al prisi conviciio yis abiura, Et ecot fil voet abiserer, car doqz il ne serra arse

Conc Moile.

2. H. 4. cap. 15.

Fitzh. 269.

Abiuration.
Anno secundo Mariae 1. 141

arše le prim tēps, Mes sur relapz il serra arše. B. Heresē.

459 C Fuit determine in Parliament que imprisonmēt Fere in omnibus caṣibus neṣt mes de reteinr loffender tanque il ad fait fine, et ideo fil offer son fine, il doit estre delier maintenaunt, Et le roy ne poet luy jufṭifiant retainr in prifon puis le fine tend. B. Imprisonment 100. in fine.

460 C In waṣt issē fuit prīse si le defendaunt succide 20. querkes, la si le jurē troue 10. et non le rest, le pleynīfie recouera pur le 10. & serra amercy pur le rest. B. Issēs Ioynes 80. in medio.

Vide 32. H. 8. 190.


461 C Nota per Bromley chīfe Justice que jūgement, ou est nul original, est voide, (Come en affēse le plaintiffe appeare et aps fīst retractūt, & puis les Justicē de laff. recorde vn agrementer inter eux in nature dū fine, cēo est voyde, et coram non Judice, & ne serra execute rōne que nūl original fuit pendāt, mes fuit dėtermynē deuaunt per le retraxit.) Car sans original īl nōt cōmiss de teignō plee, & donques īl ne fōnt judges de cēst cause. B. Jūgement 114.


462 C Nota per Bromley & auterz Jūstices, si leō leffe terre a W. N. Habendā tāng 100. li fōt pay, & fās liuery, donōz neṣt qi leafe a volōt pur le incertentītie. Mes fil fīt liūry, le leffeē c āṣī pur vie sur cōdīc implē de cellī dur ē 100. li. leuē. B. Leafe. 67.


463 C Dicitur qi Euesquēz in tempore E. 6. ne fuerounct sacres, & ideo ne fueront Euesquēs, & ideo leas pur anz p tiels, & confirmē per le Deane & chapē, ne liera le sucēʃor. Car tyēls ne vnques fuerounct Euesquēs, Contra de Euesquē deprüfē qi fuyt Euesquē in fait tēpore di-misionis, & confirmēc fāct. B. Leafe 68.

464 C Con-

Diuerfitīe.

Tender de fine per loffender.

Issē en waṣt.

Amerciament.

Judgement done fans original.

Retraxit determinē loriginal.

Leafe tanq 100. li. fōnt pay.

Diuerfitīe.

Leafe p Euesque nient fācre Et p Euesque deprüfē diuerfitīe. Confirmation.
Anno tertio Marie 1.

464 Concordati fuit in parliamento quod de mispris. de treason le fine soloyt desyre le forfeyture de toutes ses biens et les profits de tout son terre pur sa vie, & son corps a prison ad voluntatem regis, car misprison est finable. B. Treason. 25. in fine.

465 Si home lesse terre pur teriun de vie sur condition que il ne ala a Rome p tiel iour, que est state serra void, & le lessor graunt le reuer. oultre le i attorna, et puys il ne ala pas, vn core il neest void tanq vn entrice, p Bromley chiefe Just. (B. Codition 245 in fine.)

Nota qu vn Euesq est pier del Realme, & serra tre p parez suos sur arrainemt de vn crime, Et istant mife in vse, Ideo chualrz feri del iury, & fino le panel serra quash, Tn vid 27. H. 8. qu le Euesq d Rochester ne fuit trie per pliers. B. Trials 142 in fine.


Anno Tertio Marie 1.

466 Tenetur per Prothonatorios de communi banco in truis de baterie quod de tiel matters qu gisfont in conuus des Juistes, ils poiect ecreaser damages puis verdict sur iffue. Autermit de tiel matter qu ne gisft in lour conuusans, Come arbres coupz. Mes vncore la ils poynent encrese costes. B. Abridgement 36. in fine.

467 Nota si home lesse meafon et 200 acres de tre pur tme de vie, et puis graunt le reuerison del dyt meafon & tre a auter, Habend predicte meafon, tre & tent a feulo. Michaelis proximo post mortem, vel determinationem interesse de t pur vie pur 21. ans tuc proxime sequer,
Anno terto Mariae 1. 143

sequi, Le ã pur vie deuie deuault attornement, vncore le graunt del reuersion est bone, eo que les parols ã le hënd del meason et terre est entend destre vn leaue, et rent sruit auxi referue sur ceo, et isfiunt bone leasfe sans attornement, per opinionem Browne, Saunders & Stapforde Justices. Tamè per Brooke chiefe Justice il neft ã graut de reuersion, & nul leaue, mes vnc. le grant est bon ãs attorneïmt, pur ceo ã ceo ã de cùmencer puis le mort le ã pur vie, isfiunt ã le ã pur vie ne ferra attendant al graui. Nec il ne fra auowrie sur luy, Ne nauera acc. de waút nec alia &c. Per Judiciû Cur. B. Attornemt 60. Leaues 73.

468 C Fuit tenus per omnes, si home lefsa terre a vn auter tanque le lefse ad leuy 20. li que ceft bone leaue, non obstaunt le incertalntie. B. Leaues 67. in fine.

468 C Dictum fuit ã lege ã alïment ã necessarie in auowrie. s. et hoc parant est veriïcare, car ã in lieu de declaration, et le auowaunt est actor B. Auerment 81.

469 C Nota ã deuïse per testantant fuit prise destre vn alienac. B. Alienations 37.

470 C Si couenautant foit per indenture ã le fits A. marie le file C. pur que C. done al A. 100. li. & pur ceo A. couenant oue C. que ã le mariage ne prendra effect, que A. & ses heires ferra feîses del 150. acres in D. al vfe C. et ses heires quousque A. ses heires ou executors repay le 100. li. et puis C. ad isue deins age & deuie, et puis le mariage ne prist effect, p. ã lestat est executed in heire C. per lestatute de vës falt Anno 27. H. 8. non obstaunt que C. fuyt mort deuault le refusel del mariage. car ore lufe & possession

Leafe tanque il ad leuy xx. li.

Auerment sur auowry.

Deuïse est aliena.

Vse veuf in heire come heire son pier ou le pier fuit mort deuant que lufe vient.
144 Anno tertio Mariae 1.

possession veit in lheir C. eo que lendentures et
couenants auera relation al seaus de lenden-
ture, car ceux indentures lyont le terre oue le
vse, queux indentures fueront in vie C. Mes
per B. quere si lheir C. serra in gard al seign,
car il c heire, & vn curchajor vt vydetur. B.
Feoements al vses 59.

Done de charter
al vse.

Statut expound.

3. H. 7. ca. 4.
Rast. Vies. 6.

471 D Done de terre pur ans ou dun leaise
pur ans a vn vse est bone, non obstant le statut,
car le statute est entende dauoyder dones de
chattelles al vses pur defrauder creditours tan-
tum, et sic est le preambule et entet del cest esta.
B. Feoements al vses. 60.

472 F Fuit concessi in casu Ben. Smithe
super statut de An n 2. E. 6. ca. 24. de felonie
in vn counte & accessorie in alter counte,
Que les Justices de bace le roy sont Justi. de
Oyer et ter. de felonie, treafos et huismody
per le commen ley, et custome del realme B.
Oier et ter. 8.

Banc Reg. ad fe
per Inst. de oyer
& terminer.

473 F Nota ou home leffe terre pur terme
dans le remainder ouster pur vye, le rem ouster
en fee, Ou referuant le reuerion, la cestye en
remainder pur terme de vye poyt surrender a
cestye en reuerion ou a cestie in remainder in
fee, & lestate pur terme dans neft impediment,
car comt q c ne poit done le possessio del fre,
vncore cey done le possession del frankte q est in
le chofe q fuit surrêder. B. Surrender. 55.

474 F Nota p vener de commission de Oyer
& ter. le commission de galle deliuerery neft poynt
demynye, car lun efloit oue lauter. Et econt,
ou lun commission est contrargy all auter. Come
de commis. del peace, ou e vn former cômis. ind
al auterz, cest contrary que checun de eux serra

Ou vn commis.
determinera ou
voydra auter,
Et econtra.
Anno tertio Marie 1. 145


475 (In action de det vers vn heire sur oblig. son aunc. que plede rien p discent, & troue fuit que trecuey disced, mes nemy aissets, Fuit adudge que le pl aisa exec. de tous ses tres, si bien de trecuey purchase, coe de teri disced. Et B. semble le reaçon deste pur son faux plee. B. Assetes per discent. 5. in fine

477 (Jury preft scrowe del pl q ne fuit a eux liuer è court, & passa pur le pl, et pur ceo q ceo matter apparuft al court per examination, ideo le pl nauera judgement. B. Iurors 8.

Nota que in Registro enter breula de trefpas, fount plures breuez de trefpas quare vi et armis equi seu apud D. inuentum cepit & effugait &c. Et sic vide que si ils fount prife en vn comen, Ou auter teri q nest al owner del bests, vncore il aura trefpas vi et arm, sed non quaer claus. fregit. B. Tenants 421.


Anno
Anno quarto Mariae 1.

Age de Person, prebend' &c. 478 C Nota fuit in maner agree per omnes Iustic. in coi banco, que si person, prevéd, vel hîmodi foit deins age de 21. ans, et fait lease de fon benefice deins age, que vn cœ luy liera, Car ou il eft admipt per le ley de feint esglise de cœ prender deyns age: Iffint le commen ley luy fayt able pur dimifir fon benefice deins age. B. Age 80.

Information. 479 C Nota dicitur que sur information fait per le roy, que pafl. sur issue trie, le roy, ne lenformâ nauera attaint, car le informâ nê pleinment party. Et quaunt le defendaunt ad responâ, lattorney le roy replye pur le roy, et nul plus menâ est puis del informâ, et ideo lun ne lauter nauera attaynt. B. Attaint 127.

Plusors hûdreds. 480 C Nota p leſchequer & amb. bâks, lou pties foût a issue in ple de terre, ou le terre gift in 3. ou 4. hundreds, la si le Juror ad terre in aucun del hundreds, Ou demurer in aucun des hundreds, cœ suffîst. B. Challenge 216.

Accusation in case de treason & misprison. 481 C Nota que fuit agre per toutes les Iustices al jereâts Inne in Chauncery lane 25. Ocè 1556. quant al trial de treason & misprision de treason, que per lestatutes, 2. accusors ou testes doient eſtr al inditemêt or the sayings & accusatiôs in eſcript de south lour maynes, vel le testimonie des auters de meſme le accufac. que ferra lye al Jurie al Indicitment. Et si les accufors fount mortes al temps del inditement, vncore il suffîſt si laccusatyon foyt la testmoygne, car donques il y fuerount deux Accusours. Mes pur aucun Treaſon de Anno 25. E. 3. la ne beſjoygne

Anno quarto Mariae I. 147

Besoigne accusours all tryall, pur cee que est enacht per lestatute de 2. M. 1. cap. 10. Que toutes trials de treasons, serra per lorder del commen ley tantum, et non aliter. Et le comen triall del commen ley est per le Jurie, et per wytnesse, et per nuls accusours. Et eadem lex de treason de coyninge que accusours ne besoigne al arraygnement, Mes al indytemenyt vt supra, tantum. Mes pur toutes treasons faites per le dyt acte de 2. M. 1. doyent estre witnesses, vel accusours cybyen al Inditement come al arraygne- ment, accordat al vn article contaygne in le dyt flatute in fine. Et pur myspryson de Treason doyent estre witnesses, vel accusours cybyen fur lendytment, come fur laraignement, per leflatute de 1. E. 6. capitulo 12. in fine, Car le dyt flatute de Roynge Marie ne restraygne accus- jours al tryall, mes tantum en cases de Treason, et non pur mysprision. Et fuyt agree que petite treason doit estre trie come high treason, ceftas- sauroir, per Accusours per Indictment, Mes al trial ne besoigne accusours. Et a cest resolution fueront sir William Portman chiefe Justice, Majster Hare maister del Rolles, sir Robert Brooke, Sir Dauld Brooke, Sir Humfreye Browne, Sir John Wbyddon, Sir Edward Saunders, Sir William Stampfords, & maister Dalyson Justices, Dyer Seriaunt, & Griffine, & Cordell Attorney & Soliciter. Et fuit agree que counselors que done euvidence vers traitours ne sont accusours. Et per le ley ciuel accusours font come partes et nemy witnesses, car witnesses doit estre in- different, Et ne veigne tâque ils sont appelles, Mes accusours offre eux mesmes daccuser, car est bone challenge al witnesses, adire q il fuit vn
Challêge pemptory en treason.

vn de fon accufors (B. Corone 219.) Et nota q p sta d 33. H. 8. pemptory chall e ouste e case d haout treafô. Tamen per le dit statut de roynge M. est enaet que toutz trials de treason ferra folonque le order del comé ley et non alter. Et ideo videi que il poet auer challeng e peremptory, vt al comen ley. s. 35. Jurors. B. Challenge 217. Trials 151. in fine.

Deuife tolle difcent & voile remitter.

waiue deuife.

Ent per purcha:

ordun reuerfion per condition.

Equitie.

Condition de re-

entre pur no pai-

ment.

Quaunt & a quel

téps l'leffe doit

faire tender.

Ou lun feaat est

misé deuant lau-

ter en vn leffe.

482 C Tenaunt en taille de terre deuiable discontynue en fee, et repript en fee, et deuife al estraunge en fee, et deuif, lissue en taille neft remitte, car rien est a luy dycend rône del deuife que tolle le difcent, Sinô q le deuife ceo waiuer. B. Deuife 49. Remitter 52.

483 C Nota que est rule en le Seriaunts case que ou comen person leffa ër pur ans, rendat rent oue clauze de reentre, et puis graunt le reuersion ouster, le tenaunt attorne, le grauntee poet reenter pur condition enfreint per lestatute p expresse parols. Et eadam lex del grauntees del roy E. 6. et tous auters heires al roy H. 8. per lequitie del dit esstatut, que prouide remedy pur les patentees del roy H. 8. Et pur grauntees de commonpersons. (B. Entre Congeable 139.) Et nota que en le dit Seriauntes case, fuit agree que ou home leffa terre pur ans rendant rent, ë pur default del payment, vn reentre, il sufijt pur le leffe de send le rent fur le fre le darraigne hour del darraine iour del mois, si le argêt poet esti numbred in ceft temps. Et ijnt il sufijt pur le leffor pur ôder ceo mefiin le hour. B. Tender 41. Fuit auxi rule en le dit feriants case, q si home leffe terre 4. Januær, hend d 40. ans, Reddendum annuatif ad Mich, & Pafce. 20. s. le ë paiera al Pafce et al
Anno quarto Mariae I. 149

al Miē p equales porciones, & le leffor ne perdra le rent al Pasē. B. Leases 65.

484 C Nota q, patebat p Scrutinium recordorum de coī banco, q les Justices del banke potent prender & recorder recogi, cybien extra tēminum come infra terminum. Et cybien in aṣcun counte Dengi, cōe a westm. B. Recognisance 20.

Vide 5. M. 1. 496.

485 C Nota que si home leffa maner pur ans, in q font copyholds, et puis copyholder deuie, le ēmor del maner grant le terre p copy pur 3. vies, ceft bone, car le custome p tout Enget, que le ēn pur le temps estēat poet dēmitter p copy &c. Et hoc non obstant q il nad nisi du-ranti bin placiti, vel a volunt. B. T. per copy 27.

486 C Nota q d fuit adiudge intē Umpton & Hyde que lexplanaation del statute de wille neft de prendre effet tantum a tempore explanaation Mes le primer statute que est explana-serē istint prise ab initio. Istint que les wille de Umpton, Gainsforde & auters que vont except in lexplanaation serra pryfe bone per le statute de 32. H. 8. de wille, que fuyt explana.


487 C Nota que si alien nee de pais, que est in amitie et peace oue ceft realme, veigne in the realme oue traitors Anglois & leuie guerre, ce treaſon in tout. Contrarye si pays lalīe fuit in guerre vers Angt, car donc lalīe poet estē occide p Marshal ley. B. Treaſon 32.


C Anno
Anno quinto Mariae 1.

488 Dicitur que si appelle de murder soit port in banco regis, le def. ioyne battaille, ceo ferra trie deuâet les Justices de baco regis, et no deuant le Constable et Marshall. B. Battaille 16. in fine.

489 Fuit dit pur ley que home ne poet abreure pur haut treaf. Quere de petit treason car patet in vn cronid tép. H. 6. ò femme que tua fon mistresse abura le realme. B. Corone 180. in fine.


491 Dicturn fuit en parliamento ò si alien nee取得e leave pur ans, que le roy ceo auera, car il ne poet auer terre en cest realme de nul estate. B. Denizen 22.

492 Fuit agree in comun banco, que si home pur maryage son fille assume de paier 20. li. ann. al Pasche pur 4. ans. & faile deux ans, que le pleintife poet auer action sur le cafe sur le assumpsion pur le non paiment del 2. ans, coment que lauter 2. ans ne sont vncore venus, car ceo est in naê de couenant. B. Acc. sur le cafe 108. in fine.

493 Ou
Anno quinto Mariae 1. 151


494 C Nota per B. que Leuesque de Ely dit a luy que il veie vn presentation temp. E. 3. fait per le dyt roy, que il present al vn benefice pro illa vice que fuit dauter patroin, per hec verba, ratione prerogatviue sue, quel benefice void ratione que le roy auoit fait lencumbent de ceo vn Euesque que fuit sacre, isint q quaunt benefice veigne void per sefians duns incumbent Euesque, le roy presenta a toutes ses prini benefices pro illa vice, que cuncq q foit patrone de ceo, B. Presentation 61.

495 C Nota que in banco regis ils ont divers presidents, q en bre derror sur fine, le rec. si fere certifie isint que nul plures proclam zerra faytes, car si rien foyt remoure nisi transcript ils poient proceder in commun banco nient obstaunt ceo, Et si fuit reuerse, ceo fait fine de tout. Mes si fuit affirme, donques le recorde zerra maunde in commun baco p mittimus deftre proclame et engrossre. B. Record 49.

496 C Tenet q tiel i dun manor en le case N. 485, especifie, ne poet dimi de referuant mien rent q lauc. rent. Mes doit refersur lauc. ret ou plus. B. Tenaunt per copy 27. in fine.

497 C Nota que fuit declp les Docc's del ciur ley que ou heire ou auer est marie infra aui nubiles, et puis diffassent al age de discref. ou puis, deuaunt asfent al mariage que ceo sufost, et le partye poet marier a auer sans deuorce

Scire faceressa fur recognisaunce.

Roy presentar al autur benefice per f0 proget rône que lencumb est fuit Eueque.

Ou le record m zerra remoure p breie derr.

Mittimus.

Dimif. rend. lauc' rent ou plus.

Asfent et disaf-fêt al mariage.
Anno quinto Mariae I.

Divorce.  Ordinaries.

Juistic del comen bâke fait juistic in banco Regis.

Banc Regis.  Errour.

Juistic del common bâke chiefe baron del Exchequer, Ou doier & termin.  Ou Gaile deliuerey.

Voydance per creation en Euesque.


Errour en plees, Proces, ou vlag.

uorce ou testin de ceo deuaut ordinary.  Mes lordinarie poe ceo punier per arbitriu iudic.  
Mes le 2. espoufes eft bone tam p legem regni, 
quâ per legem ecclesi, B. Garde 124.

498  Si Justice del comen bâke foit falt Justice del bâke le roy, comod q ceo ne folt poyn 
tiende ni fi pro illa vice.  Cœe fuit de Sir James 
Dyer hoc Anno, vnc. ceo defminera fon patent 
del comen banke, comod q il furrendî le patent 
del bâke le roy lendemain.  Car le bâke le roy 
eft le pluiz hault court.  Et si le comô bâke 
erî, ceo ferî côtrol p le banke le roy.  Et ispo 
home ne poe eft iudge de lun banke & laul 
simul & femel de reuerfe fon iudg. demî.  Et si 
roft cœe Justice del comen bâke e falt juistics de 
banco regis (cœe ad eé vieu jepe) le cômîf del 
cômen banke per ceo e determine, car lun court 
est deins le controlînt de laul.  Mes home poe 
ete juistics del comen banke & chiefe baron del 
Exch. simul & femel.  Et poe efte Justice de 
comô bâke, et juistics in oler et termî.  Ou de 
gaole deliuerî simul et femel, car nul de ceux 
courts ad cotrolînt del auî.  Et si enciib. del 
bûfice fuit fait Euesqû, le primi benefice eft voide, 
Car cefly que ad lôfice del foueraintie ne poe 
auer lôfice del inferior per ascun des Juistics. 
Tî B. dubitât, Car juistics de banco regis poe 
etre juistics in oyer, Ou de oyer & termî.  Ou 
del peace, Ou gaole deliuer, Et vnc si ils erî 
en lour plees in le oyer, Ou oyer & terminer, 
Ou en lour gces, ou vt l' deuaut juistics del 
peace, bê derroure ent gifç deuaut le roy in fon 
banke.  Mes les plees in banco regis font 
tenus coram Rege vbiçuqû, fuerit in Anglia, 
et isf synt le bâke le roy eft court remouable.  Et 

Idem admittitur.  1. H. 7. 10.

Supra 494.
Anno quarto Mariae. 1. 153

per lestatut lez comen plees teneant in loco certo, donqz est contrarye del serement del Justice de lun court et lauter, car lun est certeine, & lauter est incerteyne. B. Commissions. 25.

499 C Nota si Duches, ou aut tiel state marie oue genē ou squire, el per cee perdra son dignity & no[n] per q el fuit appelle deuaut, Ut en casu domine Powes et Ducisse Suff. lun espouje R. Hawarde, et lauf. s. le Duches, Adrian Stokes. Et ideo briefes fue[r] abates en lour cases, Car per le lie de harolds, quando mulier nobilis nupserit ignobili, definit esse nobilis. B. Briefe 546. Nosme 69.


Aliquot casus ex quibusdam

500 C Si fœs discéd al filie deins age, & puis el è diff. le diff. deuie & fο heire enter, et puis fits è nee, il nee auoydera le discét, car il ne clayme coe heire al foer ne il ne fuit en esse tempore discensus. B. Discent 40.

Pl3 de hac Lectura 35. H. 8. 257.


T. Frowike
T. Frowike sur le statute de
Prærogatiua Regis.

Garde & mariage

503 Garde & mariage ē p le cōmon ley. Et le pere aūa le garde de jon Fitz, ou file & heire apparât deuant le roy ou auter sūr. Et socage tenure p 20. ans, & chīualrie apres. B. Garde 120. in fine.

Tenure.

504 Le patrō prendra notice de chescun voydāce de auowfon nrett reñsignate, Et de cee Lordiny donera a luy notice. B. Notice. 27.

Ou le Roy seī-fera sans office, Et ou econtra.

505 Nota ē de chattell le roy ē en poş- sēssio sans office. Et econtra de tī & de frākt, nisi de tērmiin, Et aliquando il serra en poñsejian denheritās sans office, vncore le roy nauerā le terī de jon garde sans office coment ē il nad en cee nisi chattel, car le garde vyent roine tenure ē est sūr et frankē en le roy, & ideo dē enter cee, & leafe pur ans de cesty ē est vtlage. Car sī hōe ad terme pur ans, ou garde, & est vtlage, cee ēst en le roy sans office. B. Office deuant Esbeter 60.

Vtag.

506 Nota ē petitiō fuit al coēn ley, mes Trauers ēst per statute (B. Peticiōn. 41. Trauerers doffice 54.) Et ē le nonsuit ou reλinquishe dun trauereī ēst pemptory, Contī de nonsuit in pe- tition, Et le judgement du Trauerse neft autē, sed quod manē dīi regis amoueantur, & quē poñsēssio restituatur a cesty ē trauerse. B. Tra- uerse doffice. 54.

Lage
507 C. Le roy n'aura le villein dun aul en garde, et vnc. si soyt ideot il aul a le villeine dauter que est isfint ideot (quere) et le roy aul le puyfet del villein dauter si tuya ad come ideot. B. Villenage 71.

509 C. Ou Justice de peace est fait Chiualer, ou prist auter dignitie, voucere fon auttoritye remainera. Et sic Justice del comen banke est fait chiualar fon commissioun remaine in force & Aul. 1. E. 6. ca. 7. (B. Commissions 4.)

> Si le roy gravt a Maior & Cominaltie et leur Success: deyst Justices del peace in leur ville, & puys fait commision del peace al auter la, Unclere le primer commissioun remaynera in force, pur ceo que est grunts a eux & leur Successors, et isfint net recevable, Come commission est. (B. Commission 5.) Si nouvel commision del peace fot proclaime, ou lie in pleyne coyn, launcient commision del peace est determine. Et Toutes les Justices doyent prendre notyce, Et siis sont per launcient Commission, tout que ils fot est voide. Et si commision fot direct al A. & B. qui ne fot in reru natura, Ou sont morts tèpore teste &c. le auncient commision rim in force, car cest nouvel commission est voide, Si commision soit direct al N. pro hac vice, ceo determinera launcyent commissioun del ceux matters. Et vncore le nouvel commissiouner ne poiet seer nisi vnica vice. (B. Commission 6) Si commissi. soit direct de Oyer et terminer feloniez, c eo determinera le auncient commission del peace quat al felonies, mes nemy quat al peace. Et isfint determinye in parte et
in parte nemy. (B. Commissions 7.) Commission in eyer est falt al coû de N. & proclamaç la, ceo determinera le cōmission del peace. (B. Commission 8.) Commission del peace est en le coû de N. & le banke le Roy vient la, ceo ne determinera le commission del peace, Contrary sīlz font proclam del vener del bāke le Roy. (B. Commissions 9.) Commission del peace est fait al 4. in le coû de N. et puis le Roy faït J. S. Justice de peace la pur terme de fon vie, le primer commission est determiny. (B. Commissions 10.) Si Justices seont per commission et ne ceo adioune, le commission est determine. Et vide vn Statut ou nouels Cōmissionerz de gaole deliueries poyent seer sur lez records del auncient commission del gaole que est determine. Et quāt cōmission de Oier & determiner est determine, les records de ceo serra mise in Banco regis, Mes records del Justices del gaole deliuerie remainera oue le Cūstos rotulorum del Countie. Et les procēhein Juft. del gaol deliuerie procedera fur eux. Sur Iudgement del mort per le dyt statute. Quāre sīls procedera per ceux parolz al allower del Clergie, ou Sanctuarie, Videtur ita per le-quitie (B. Commissions. 11.)

510 C Nota que Riot est ou tres vel plures font illolal act in fait, et ceo execute, Come de bater home, Enter sur poss. vel huīfsmodi. Illolal assemble est, ou home assemble gentes de faire illolal act et ne ceo fait, ne execute in fait. Et tout est ou plurez eux assemble pur lour quarēl demestī, ceo est Rout & cōuter le ley, comēt que ne soīt execut, Come inhabitants du

Ante. 369.
dù vill, pur debruger hey, mure, vel hîmodi daô cœn la, ou de ba hôe q' ad fait a eux cœn displeasure vel hîmodi. B. Riots. 5.

511 C Nota ç le roy meême ne poet prendre Recognissance, car il ne poet ester ludge luy meême, mes doit aô vn ludge de southe luy de ç prend. Et nul poet prendre recognissauce mes Justice de record ou per commissiô. Come Jûstic. de 2. bankes, Justice del peace, & hîmodi, Car cõseruator del peace ç est p le cûslome del realme, ne poet prend fuertie del peace per recognissance mes per obligation, Eadem lex de constable, B. Recognissance. 14.

512 C Deuant lestatut de Quia emptores terrarum, Si le seignior vît purch. parcel del terre tenus de luy, son entier rent fuit extinct, coment que fuit feuerable, Tô ore per le dit statute cœo ferî apporcion, soyt cœo purch. per le seignior, ou p auter, Mes cœo ne aida rêt charge, Quia lèsç est tû pur le parc del chîfe sûr Mes de rent fœruice sur recouerie de parcel, Ou discent del parcel et hîmodi, que sont ladûes de Dieu, ou del loy, y fuit apporcionîit al cûmon ley, Contrary de son proper aô come purch. Quia deuant lestatut auant-dit il fuit de rent fœruice, Come est a cêt fôur de rent charge, que per purch. de parcel del terrî, lën-tier rent fuit extinct. B. Apporciôn. 28.

513 C Le prerogatïue le roye est treatise del cûmen ley, & non statute, ne declaration per parliamêt. Et myne de ore ou argent est al owner del soyle. (Quere) B. Prerogatïue, 134.

514 C Apelle de mort poet estre commence deuant
Coroner et son power.

deuant le Coroner, & agarde proces tanq al exig. Mes le plee ne ferra termine deuant luy. B. Appeale. 62. in fine. Corone. 82.

Home prist esgl' & ne voet abiuur.

515 C Home prist esgl. et le Coroner vient a luy, & d'd de luy pur quel cause il prist lesglise, que dyt que il voile estre auife per 40. iours, deuant que il voet decl. jon cause, le Coroner poet luy trahye hors maintenant, Mes siel voet confesse a luy felony, il poet rem la per 40. iours deuant que il abiuure. Econô ou il prist sanct come Westiû, Knol, & hîmodi, car ceo poet luy tener pur terme de vie, nisi in casu ou statute ceo chage. (B. Corone. 180. Sanctuarie. ii.) Mes siel voet abiuure delns les 40. iours, le Coroner donera a luy iour certeine de ceo faire. (B. Corone supra) Nul prendra priuilege det esgt si non que il soict in ioeperdie de jon vie. (B. Cor. 181.) Ne nul auera le priuilege de Sanctuarie nisi soict in periculo vite, Et nota q sanctuarie ne poet aier loyal comenceñt nisi pro vita hominis, coe pur treafon, Felony & hîmodi, Et nô pur det, Ideo ou grî, ou prisci est dañ sanct pur det, ceo ne vault, car est encounter le ley. Mes si jon corps fuit in execè & il escape & vient al sanct ordigne pur fauegard de vie de hoû, il enioyer ceo, car p long imprisonment jon vie poet estre in iepardye. Et si legt soit sup pur bloodhed, vncore cefuy que prise legt pur felony, enioyer ceo per 40. iours. (B. Sanctuarie supra) Sont 2. maners de Sanct. i. priuate, come Westiû, Knoll, et hîmodi. Et general sanct come chescun esgt. (B. Corone. 181. in fine)

Abiuration pur felony, disch. tout felonyes faits deuant le abiuatîo. Home ne poet abiuurer
Casus.

abiurer pur petit larceny, mes pur tiels felonies pur q il suffra mort (B. Corone 182.)

Hoe e endiere de felonie de boh ad valenc. 20. d. & e trouve culp, mes q les bies ne valent que xli. d. il ferra punie p discer. des Justices, Mes naia fon clergy nisi fuerit p felonie, pur q il suffra mort. (B. Corone.

516 Nul auera fon clergy nisi ou s0 vie est en leoperdie. Et Leuesque e ordinary, toouts priests Abbes & auts inferiors a luy que dcler-
gie, ou ont clergy, Et si Leuesq, ad fon clergy, le Metrop luy gardera coe s0 ord. Et si le Metrop offend & ad fon clergy, le Roy luy afa & luy gard. Id e de laps. B. Clerg. 19.

Casus.

517 Nota que a ceo iour Bigamus afa fon clergy per leflaft, Mes home attaint de heresy nauera fon clergy, Cotary de hoe ex-
commegé, Et Jewe, ne Turke nauera lour clergy, & Greake & Romayne que ne vs noftr letters, auerount lour clergy, & targe-
ront tanque liuer de letters de lour pais viet. (B. Clergie 20.) Et si home que est Captus oculis pria fon clergy, il auera ceo siil poet par-
ler latin congruemet. Quare, car il ne poet eftre priest, ne il ne poet minifter. (B. Clergie.

518 Per Hales & Mountague si home leffia a N. fon terre deiì, per fayt indent, len-
denture

Abiure pur petit larceny.

Felony de x. d. p epec verdit.

Clergie pur petit larceny.

Euesque ou Metropolitan ad fon clergy.

Laps pur lord'

le Metrop & le

Roy.
terre demesne
serra estoppel.

Faux. de rec eqq
le tenant nauera
rie en le tr temp
recuper.

denture estoppel mes tantū durant le leas,
et non postea. B. Esteoppel. 221.

519 C Home lefse terre pur vie, le remayn-
der al W. en tayle, et est port bre dentre en
le poft vers auter estrange que rien nad en le
terre, & il vouche ceftuy en remainder, que en-
ter & vouche le comen voucher, que ne poet
barre le demaund per que le dd rec, & ceftuy in
remainder deule, foissue fauxera le rec. p Hals
B. Fauxifier. 55.

Garrantie de re-
butter, mes
demy de
voucher.

520 C Sir Robert Brudnel nuper capital.

Justice indict.

Diversité.

521 C Per Fitzherbert Justice, vn justice
de record poet estre indictè de prije de money
et auter tiel faultitie, Mes nemy de cee que va
in faultim ou defeuans del recorde. Come
adire que il alter le recorde de trës in felony et
hmodi, que faux. le recorde. B. Indictment
50. in fine.

2. Joist et heire
lun en garde vi-
uant lauter.

522 C Si state soit fayt a plusors & al
heires lun, et ceftuy que ad le fee deuee fon
heire deins age, il ferra in gard per lestatute de
willes, non obfât que lauters furuiue que font
tenauntes per le commen ley. B. Gard. 100.

Primer seifin de
ceftuy vse.

523 C Si lheire ceftuy que vse soyt de plein
age tçpore mortis antecess. le roy nauera prì-
mer seifin, car cee neft done per lestatute, mes
tn le garde de terre et corps. Et si vol. suit
decl. per ceftuy que vse que neft performe duì
le nonage lheire, la le roy nauera le teri, mez
lheire

per Grenef.
contra.

Fitz. 243. E.
Casus.

161

lheire a plein age, prouera son age, & alera quite per experientiam in Scaccario. B. Liuery 77. in medio.

524. Precipe quod redd vers tenaunt pur vie, que pria aide de cestuy in reuersion, que appiert gratis, & ioyne in ayde, & le dd count de nouvel vers le tenaunt et le prie, et ils vouche le commen voucher & suffer recoverie pur assurance. Et vncor dicitur qi le prie nauera que oyer del count. 22. H. 7. B. Cost. 87.

Regulae.

525. Nota qi color doit estre mati in ley, ou doubtful al lay gents, Est ser doe al pl. Et nei al vn qi e meine en le couelace, Et ne serra doe al est qi enseffe le pl. Ne ser done al def.* Est ne ser done p poss. de f. s. au appiert in pleding qi le poss. e determi* Mes ser doe p estat detete* Et ou le def. lie le droit le pl. per sefement oue garri, Release, Fine, Recovery, Difffesin & Reentre, & huiusmodi, la ne besoigne aescun colour. Et cey qi claime nul proprietie in le chofe, mes prist ceo come distle et hmodi, ne done color, Color ne serra doe mes sur plee in barre. B. Colour. 64. Colour ne serra done, mes p cey per qi vous commence vre title, Et nient per vn meyne in le conuelance. Cey que plede al breife ne donnera colour. Couiuet que colour soit tiel, issint que si ceo soit verie, que de tyel poss. le pleintife ou dd purront aur leur action. Cey que iustify cee seruant et conuey tytle a son master dosla col. Col. p poss. en ley est bô*.

526. In ceux cases, home ne fra attourney, v

Count vers te-

nät et le prie en aide.

Matter en ley.
Al pl'.
Al vn meyne.
Al def.
Poss. determi.
Poff. defeat.
Eff. Releas.
Fine Rec'.
Diff. & Reent'.
Proprietie.

Sur barre.
Per vn meyne.

Briefe.

Iustifye come seruant.
Poss. en ley.
Attaint.
Praemunire.
nisi in spec. caso s. attaynt Premunire, & Appel. Per quæ servicia. Quid iuris claim. Quem redd'.

Regifter. 9.


528 C Nota qi ceux polz (Qd' qa' vitæ & membra) in statui qont intend felony, sans parol de fel. en ceo B. Corone 203.

529 C Nota que vn disconĩ niqt le partie al nouvel original, Mes ou le parol eft sans iour, ceo poet este reuuiæ per vn refúmös or reattach. car le original remi. B. Discontinuance de pro- ces. 43.

530 C Ou homes enter in arbitrement, et chescũ eft lie al auter in obl. Vel auters tiels couenantes, & font oblige de ceo performer, Et est ag. que chescun releas a auq toutes actions et huiusmodi, la il doyt este expreſſe tous actions deuaunt tyel iour que serra deuant le date del oblig. car auterment les obligations del award, Ou les darreine obliga. de performer les couenâtz serĩ auxy rel. B. Assurances. 4.

531 C Nota per le statute, le partie que sua action populer doyt suer ceo infra annum post offence fayt & non postea, et hoc tam de offenc. faits contra statutũ tunc editũ, quã contra statūt ũim-


De except le darr bond'.

Deins lan.
Regulae. 163

impostorum edend, sic vide q'il va a statut pos-
tea fact. B. Action Populer. 6.

532 C Vide que ceftuy q'plede falt ou rec.
Ou q'declarf sur vn fayt ou rec a luy appertient
de mire ceo, Car oyer de ceux e semper deew
per cefty que est charge per ceo B. Monstrance.
165. Oyer de records 15. in fine.

533 C Nota que en les comen recouries
per sufferance pur assurance, le tenant tend
issue, le ddant poet imparle al vn iour in mesme
le terme. Et donques le tenaunt est demaun-
dant et retrait, et iudgement est done pur le
ddant vers luy, Et postea le tenaunt ouster in
value sur vouchee &c. 22. H. 7. B. Continu-
ances. 69.

FINIS.

Diversité inter
monstrance &
oyer Recordes.

Imparle al iour
in m le term en
comen recoûy.
Le Table.

<table>
<thead>
<tr>
<th>ABRIDGEMENT platico, 466.</th>
<th>Affurances, 144, 314, 530.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Attornement, 101, 129, 151, 298, 379, 398, 467.</td>
</tr>
<tr>
<td></td>
<td>Attorney, 526.</td>
</tr>
<tr>
<td></td>
<td>Audita querela, 71.</td>
</tr>
<tr>
<td></td>
<td>Auermens, 200, 468.</td>
</tr>
<tr>
<td>Accion populer, 531.</td>
<td>B.</td>
</tr>
<tr>
<td>Accion sur le cafe, 46, 82, 95, 127, 197, 198, 231, 232, 304, 382, 404, 405, 492.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Barre, 144.</td>
</tr>
<tr>
<td></td>
<td>Baftardie, 48.</td>
</tr>
<tr>
<td></td>
<td>Battaile, 488.</td>
</tr>
<tr>
<td></td>
<td>Bill, 18.</td>
</tr>
<tr>
<td></td>
<td>Briefe, 49, 84, 499.</td>
</tr>
<tr>
<td>Accion sur lestatut, 23, 47, 96, 360.</td>
<td>C.</td>
</tr>
<tr>
<td>Accompt, 454.</td>
<td>Cerclorari, 278.</td>
</tr>
<tr>
<td>Adiournement, 527.</td>
<td>Certificat Deuesque, 331.</td>
</tr>
<tr>
<td>Amendement, 26, 43, 128.</td>
<td>Chose in accion, 211.</td>
</tr>
<tr>
<td>Apporcionement, 135, 168, 512.</td>
<td>Colour, 525.</td>
</tr>
<tr>
<td>Arbitrement, 149.</td>
<td>Commission</td>
</tr>
<tr>
<td>Assets inter mains, 199.</td>
<td></td>
</tr>
<tr>
<td>Assets per diçcent, 475.</td>
<td></td>
</tr>
<tr>
<td>Affigenee, 74.</td>
<td></td>
</tr>
<tr>
<td>Affile, 150, 418.</td>
<td></td>
</tr>
<tr>
<td>Page</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Commision, 295, 474, 498, 509.</td>
<td></td>
</tr>
<tr>
<td>Condictions, 9, 50, 51, 131, 152, 169, 212, 213, 256, 257, 279,</td>
<td></td>
</tr>
<tr>
<td>299, 312, 315, 465.</td>
<td></td>
</tr>
<tr>
<td>Confirmation, 201, 202, 203.</td>
<td></td>
</tr>
<tr>
<td>Conscience, 181, 358.</td>
<td></td>
</tr>
<tr>
<td>Continuances, 533.</td>
<td></td>
</tr>
<tr>
<td>Contract, 52, 105.</td>
<td></td>
</tr>
<tr>
<td>Corone, 6, 22, 53, 93, 236, 237, 297, 335, 368, 369, 385, 400,</td>
<td></td>
</tr>
<tr>
<td>401, 420, 456, 481, 489, 490, 514, 515, 528.</td>
<td></td>
</tr>
<tr>
<td>Corporations, 73, 170, 336.</td>
<td></td>
</tr>
<tr>
<td>Costes, 17, 258, 452.</td>
<td></td>
</tr>
<tr>
<td>Couenant, 74, 213, 450.</td>
<td></td>
</tr>
<tr>
<td>Courture, 171.</td>
<td></td>
</tr>
<tr>
<td>Count, 524.</td>
<td></td>
</tr>
<tr>
<td>Court baron, 24, 387.</td>
<td></td>
</tr>
<tr>
<td>Customes, 255.</td>
<td></td>
</tr>
<tr>
<td>Deuorce, 48, 175.</td>
<td></td>
</tr>
<tr>
<td>Discent, 302, 303, 500.</td>
<td></td>
</tr>
<tr>
<td>Dyfcontinuance de profession, 177, 313.</td>
<td></td>
</tr>
<tr>
<td>Discontinuance de proces, 529.</td>
<td></td>
</tr>
<tr>
<td>Dîmes, 178.</td>
<td></td>
</tr>
<tr>
<td>Diffelior, 27.</td>
<td></td>
</tr>
<tr>
<td>Distresse, 45, 214, 402.</td>
<td></td>
</tr>
<tr>
<td>Done, 209, 301, 302, 303, 393, 403, 431.</td>
<td></td>
</tr>
<tr>
<td>Dum non fuit componens, 446.</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td></td>
</tr>
<tr>
<td>Eleetione custod, 36.</td>
<td></td>
</tr>
<tr>
<td>Encumbent, 172.</td>
<td></td>
</tr>
<tr>
<td>Enquest, 88, 457.</td>
<td></td>
</tr>
<tr>
<td>Errour, 417.</td>
<td></td>
</tr>
<tr>
<td>Eschape, 412.</td>
<td></td>
</tr>
<tr>
<td>Escheate, 363, 433.</td>
<td></td>
</tr>
<tr>
<td>Esoigne, 216.</td>
<td></td>
</tr>
<tr>
<td>Estdates, 5, 14, 156, 260, 406.</td>
<td></td>
</tr>
<tr>
<td>Esstranger, 239.</td>
<td></td>
</tr>
<tr>
<td>Estray, 217.</td>
<td></td>
</tr>
<tr>
<td>Executions, 28, 102, 312.</td>
<td></td>
</tr>
<tr>
<td>Executors, 19, 179, 180, 409.</td>
<td></td>
</tr>
<tr>
<td>Expansion, 257.</td>
<td></td>
</tr>
<tr>
<td>Extquirrelment, 10, 157, 183, 212, 409.</td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td></td>
</tr>
<tr>
<td>Faits, 366, 447.</td>
<td></td>
</tr>
</tbody>
</table>

Faits
<table>
<thead>
<tr>
<th>Le Table.</th>
<th>167</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faits inrol, 109, 110, 422.</td>
<td>H.</td>
</tr>
<tr>
<td>Fauxifier, 56, 153, 337.</td>
<td>¶ Hariots, 348.</td>
</tr>
<tr>
<td>Faux latin, 442.</td>
<td></td>
</tr>
<tr>
<td>Feaitie, 58.</td>
<td>I.</td>
</tr>
<tr>
<td>Forcible entre, 32.</td>
<td>Indictment, 61, 521.</td>
</tr>
<tr>
<td>Forfeiture de mariage, 362.</td>
<td>Intrusion, 83, 204, 205, 362.</td>
</tr>
<tr>
<td>Forme, 442.</td>
<td>Illues ioynes, 190, 220, 460.</td>
</tr>
<tr>
<td>Frankmariage, 346, 347.</td>
<td>Illues returnes, 204.</td>
</tr>
<tr>
<td>G.</td>
<td>Iurisdictio, 77, 286.</td>
</tr>
<tr>
<td>Garranties, 158, 219, 266, 520.</td>
<td></td>
</tr>
<tr>
<td>General briefe, 436.</td>
<td>L.</td>
</tr>
<tr>
<td>General illue, 76, 244.</td>
<td>¶ Leete, 34, 69, 86.</td>
</tr>
<tr>
<td>General briefe, 436.</td>
<td>Ley, 245, 268.</td>
</tr>
<tr>
<td>General illue, 76, 244.</td>
<td>Licences, 277.</td>
</tr>
<tr>
<td>Garranties, 158, 219, 266, 520.</td>
<td>Lieu, 451, 493.</td>
</tr>
<tr>
<td>General briefe, 436.</td>
<td>Limitations, 426.</td>
</tr>
<tr>
<td>General illue, 76, 244.</td>
<td>Liuery, 78, 98, 99, 100, 113, 114, 139, 186, 189, 303, 322, 352, 523.</td>
</tr>
<tr>
<td>Grauntes, 159, 183, 243, 264, 467, 493, 437, 438.</td>
<td>M.</td>
</tr>
</tbody>
</table>

Misnousmer
<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>M[iinosmer, 283.</td>
<td>Prerogatiue, 15, 247, 269,</td>
</tr>
<tr>
<td>Monffrans de faits &amp;c.</td>
<td>353, 373, 439, 513.</td>
</tr>
<tr>
<td>532.</td>
<td>Prescription, 206, 455.</td>
</tr>
<tr>
<td>N.</td>
<td>Procedendo, 161.</td>
</tr>
<tr>
<td>† Negatiua preignaunce,</td>
<td>Proclamation, 19.</td>
</tr>
<tr>
<td>220.</td>
<td>Prohibition, 163.</td>
</tr>
<tr>
<td>Non esse factum, 440.</td>
<td>Q.</td>
</tr>
<tr>
<td>Nonuit, 80, 323.</td>
<td>† Quare imp., 270, 410.</td>
</tr>
<tr>
<td>Nontenure, 8, 11, 12.</td>
<td>Quo estate, 162, 234, 377,</td>
</tr>
<tr>
<td>Nofme, 302, 303, 499.</td>
<td>440.</td>
</tr>
<tr>
<td>Notice, 504.</td>
<td>Quinzime, 248, 249.</td>
</tr>
<tr>
<td>O.</td>
<td>Quo minus, 268.</td>
</tr>
<tr>
<td>† Office duuant, 90, 117,</td>
<td>R.</td>
</tr>
<tr>
<td>118, 141, 368, 415,</td>
<td>† Rationabili parte, 164.</td>
</tr>
<tr>
<td>505.</td>
<td>Recogninance, 391, 441,</td>
</tr>
<tr>
<td>Officer, 116, 447.</td>
<td>484, 511.</td>
</tr>
<tr>
<td>Obligation, 288.</td>
<td>Record, 20, 357, 495.</td>
</tr>
<tr>
<td>Oyer de recordes &amp;c. 532.</td>
<td>Recovery in value, 37, 70,</td>
</tr>
<tr>
<td>Oyer &amp; terminer, 324,</td>
<td>81, 91, 111, 143, 224.</td>
</tr>
<tr>
<td>369, 472.</td>
<td>Relation, 205, 228, 278,</td>
</tr>
<tr>
<td>365.</td>
<td>Release, 122, 205.</td>
</tr>
<tr>
<td>Paine, 222.</td>
<td>Remitter, 119, 251, 254,</td>
</tr>
<tr>
<td>Parliament, 92, 119, 228,</td>
<td>482.</td>
</tr>
<tr>
<td>229, 355.</td>
<td>Repieder, 272.</td>
</tr>
<tr>
<td>Patents, 5, 35, 142, 192,</td>
<td>Refeifer, 354.</td>
</tr>
<tr>
<td>193, 289, 310, 313,</td>
<td>Referuations, 225.</td>
</tr>
<tr>
<td>350, 364, 376.</td>
<td>Restitution, 396.</td>
</tr>
<tr>
<td>Peace, 351.</td>
<td>Restore al primer acc, 40.</td>
</tr>
<tr>
<td>Peremptorie, 63, 444.</td>
<td>Retorde de auers, 4.</td>
</tr>
<tr>
<td>Pledges, 246.</td>
<td>Riotes, 510.</td>
</tr>
<tr>
<td>Pledings, 64, 87, 200,</td>
<td>S.</td>
</tr>
<tr>
<td>290.</td>
<td>† Sanctuarie, 515.</td>
</tr>
<tr>
<td>Plenartie, 2.</td>
<td>Sauer default, 1.</td>
</tr>
<tr>
<td>Premunire, 18, 57, 242.</td>
<td>Scire</td>
</tr>
</tbody>
</table>
Le Table.

<table>
<thead>
<tr>
<th>Scire fac.</th>
<th>Testament, 55, 125, 275, 300, 394, 486.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second deliuerance, 4.</td>
<td>Titles, 291.</td>
</tr>
<tr>
<td>Seisin, 253.</td>
<td>Trauers doc.ice, 21, 121, 208, 374, 506.</td>
</tr>
<tr>
<td>Several tenancy, 65.</td>
<td>Treason, 311, 328, 429, 449, 464, 487.</td>
</tr>
<tr>
<td>Superfedeas, 196.</td>
<td>Trial, 221, 228, 465.</td>
</tr>
<tr>
<td>Suerties, 161, 448.</td>
<td></td>
</tr>
<tr>
<td>Surrender, 163, 192, 391, 392, 409, 473.</td>
<td></td>
</tr>
<tr>
<td>Sutor, 332.</td>
<td></td>
</tr>
</tbody>
</table>

T.

| ¶ Taille, 38, 66, 224, 273, 313. | ¶ Variance, 393. |
| Tenant a volunt, 356. | Verdit, 41, 190. |
| Tenant p sufferance, 356. | Voucher, 368. |
| Tender, 428, 483. | Vistry, 126, 165. |
| Tenures, 51, 113, 124, 157, 230, 274. | ¶ Waiffe, 305. |
|                             | Waft, 42, 359, 411, 455. |

FINIS.
Imprinted at London
in Fleetestreete within Temple
Barre at the signe of the Hand
and Starre by Richard Tottyl.
the xv. of October.
1578.
SOME NEW CASES OF THE
Years and time of King Hen. 8.
Edw. 6. and Qu: Mary;
Written out of the Great
Abridgement,
Composed by
Sir ROBERT BROOK,
KNIGHT, &c.
There dispersed in the Titles,
but here collected under years.

And now Translated into English by JOHN
MARCH of Grays-Inn, Barrister.

All which said Cases are by the Translator
Methodised, and reduced Alphabetically
under their proper Heads and Titles.

With an exact Table of the principall
Matter contained therein.

London, Printed by T. N. for Richard Bost,
and John Place, and are to be sold at
Grays-Inn gate, and Furnivals
Inn-gate in Holborn, 1651.
To the Reader.

Reader,

When I considered what great care our Parliament had taken of the publick good; in enacting our Laws to be translated into English, then which, certainly nothing more equall, that the people might in some measure instruct themselves in that to which they are bound to obedience; and of which by the Law itself, they cannot, nor must not plead ignorance. And when I had likewise considered the excellent, and most useful Law that is contained in this little volume called Petty Brook; I thought it a labour servicable to the publick to Translate it, which I here present you in your own Language: make use of it, and you will finde Magnum in parvo, great benefit in this little work; and I doubt not give him thanks for it, who is ambitious of nothing more then to be yours, and the Common wealths

most Faithfull

Servant,

Jo: March:
Abridgment.

Holden by the Prothonatories of the Common Bench in Trespass of Battery; That of such matters which lie in Conufance of the Justices; they may increase damages after a Verdict upon Issue; otherwise of such matter which lies not in their Conufance; as Trees cut. But yet there they may increase costs. 3. Mar. 1. B. Abridgment, 36 the end.

Acceptance.

Note, By Fitzjames and Englefield, Justices: if Tenant in Dower Leafes for years, rendring rent, and dies, the Leafe is void; and acceptance by the Heir of the Rent will not make the leafe good, for twas void before: otherwise of voidable Leafes. 22. H. 8. B. Acceptance, 14.

If Tenant in Taill Leafes his land for twenty years, rendring rent, and dies, and the Leffee leafes to another for ten yeares, and the issue accepts the rent of the second Leffee, this is no affirmance of the
Acceptance.

the Lease: for there is no privity between the second Lessee and him; contrary, if he pales it as Bailiff of the first Lessee; and B. seems if the first Lessee had Leased over all his Term in parcel of the land let, and this Assignee pales the rent to the issue in tail, that this affirms the entire Lease: for Rent upon a Lease for years, is not apportionable. 32. H. 8. B. Acceptance. 13.

Tenant in Tail, the Remainder over Leases for years, rendering Rent, and dies without issue, he in the Remainder accepts the rent: this shall not bind him; because that when the tail is determind, all that is comprised within it is determined, and so the Lease void, and he in the Remainder claims not by the Leesor. 1. E. 6. B. Acceptance 19.

Bishop Leases Land of his Bishoprick for years, rendering Rent, and dies; the Successour accepts the Rent; this shall bind him; for the Bishop hath a Fee-simple, and may have a Writ of Entry Sine aenfus capituli: otherwise in case of a Parson or Prebend, who can have but a Juris utrum. 2. E. 6. B. Acceptance. 20.

If a man be bound in an obligation to pay ten pound to the Obligee at Paris beyond Sea at a certain day, if the Obligor pay at another place, and the same day in England, and the other accepts it, tis good clearly. 38. H. 8. B. Conditions. 206.

Acceptance of Rent by the Lord from the dizeesor of the Tenant, shall not bar him of his escheat: otherwise if he had avowed for it in Court of Record, &c. See Tit. Escheat.

Action popular.

Note, By the Statute the party which sues an Action Popular, ought to sue it within the year after the
Action popular.

the offence done, and not after: and this as well of
offences done against the Statute then made, as
against Statutes after to be made; so see that it goes
to a Statute after made. B. Action Popular. 6.

Action upon the Cafe.

If I have a Mill in B. and another makes another
Mill there by which I lose my Toll by going of
divers to it, yet no Action lies: otherwise, if the
Mill disturb the water from coming to my Mill;
there I shall have an Action upon my Cafe. 24. H.
8. B. Action upon the Cafe. 42. the end.

In an Action upon the Cafe where the Plaintiff
delivers goods to the Defendant, and the Defendant
for ten Shillings promises to keep them safe, and
does not, to the damage, &c. And by Fitzherbert
and Sheley Justices, Non habuit ex deliberae, is a

Note, in an Action upon the Cafe betwixt Austin
Plaintiff, and Thomas Lewis Defendant, for calling
him false and perjured; he justifies, because that the
Plaintiff was perjured in the Starchamber in such a
matter, &c., and a good Plea by the Court. 28. H.
8. B. Action upon the Cafe. 3. more of this in the
next.

Action upon the Cafe for calling the Plaintiff
false perjured man; the Defendant justifies that
such a day and year in the Starchamber the Plaintiff
was perjured, and pleaded certain in what, &c. for
which he called him false perjured man, as afore, as
twas lawful for him: and a good Plea by the Court
in the Common Bench. Wherefore the Plaintiff said
of his own wrong, without that he swore in manner

Agrees Newton
22. H. 6. 15. 11.
H. 4. 47. by
Hank.

27. H. 8. 22.
Petty Br.


A A
Action upon the Case.

If a man bring debt of 10 l. the Defendant wages his Law: and after the Plaintiff brings an Action upon the Case against the same Defendant, that he promised to pay the 10 l. &c. The Defendant may plead that for the same sum the Plaintiff brought before an Action of Debt, in which the Defendant waged his Law, Judgement, if Action. And a good Plea, for he was once barred of the same sum. And in Action upon the Case, that the Defendant promised to pay 10 l. to the Plaintiff, which he ought to him for a Horse, and a Cow, the Defendant may say, That he promised to pay 10 l. to the Plaintiff, which he did owe to him for a horse, which he bought of him, which sum he hath paid to the Plaintiff without that that he promised to pay 10 l. which he did owe to the Plaintiff for one Horse, and one Cow, as &c. Or without that that he did owe to the Plaintiff 10 l. for a Horse and a Cow, as &c. 33. H. 8. B. Action upon the Case. 105.


Action upon the Case, for that the Defendant found the Goods of the Plaintiff, and delivered them to persons unknown there; that he did not deliver them in manner and form, is no plea, without saying not guilty where the thing rests in doing. And if the Action were, That whereas the Plaintiff was possessed, &c. as of his proper goods, and the Defendant found them, and converted them to his proper use, tis no Plea that the Plaintiff was not possessed as of his proper Goods, but he shall say not guilty to the misdemeanour, and shall give in evidence that they were not the goods of the Plaintiff: and yet tis true, not guilty against him. 33. H. 8. B. Action upon the Case. 109.

In an Action upon the Case, that the Goods of the
**Action upon the Case.**

the Plaintiff came to the hands of the Defendant, and he wasted them, the Defendant saies that they came not to his hands, &c. and a good Plea, and gives in evidence that they were not the proper goods of the Plaintiff. 34. H. 8. B. Action upon the Case. 103. the end.

Action upon the Case was brought in London by A. B. that whereas he was possesed of certain wine and other stuff (and shews in certain) in such a ship, to the value, &c. and doth not shew the place certain where he was thereof possesed, and yet good. And alledge that the Defendant such a day, year, and place in London, promised for ro. l. That if the said ship and Goods did not come safe to London, and put upon the Land, that then he would satisifie to the Plaintiff 100. l. and that after the ship was robbed upon the Trade on the Sea, for which he brought the action for not satisfying: and the truth was, that the bargain was made beyond sea, and not in London. But in an action upon the Case upon an Assumpsit and the like, wch is not local, the place is not material (no more then in debt) for he alledged that the said goods in the parish of S. Dunions in the East London, before they were set to land, or &c. were carried away by persons unknown, &c. and the action lies well in London, though they were perished upon the high sea. 34. H. 8. B. Action upon the Case. 107.

'Twas agreed, That an Action upon the Case doth not lie against the Executors, upon the Assumpsit of the Testator, though they have assets. 37. H. 8. B. Action upon the Case. 4. the end.

In an Action upon the Case for a thing which lies in Feasans, as for burning of Goods or Deeds, and the like, not guilty is a good plea: contrary, for

See 33. H. 8. before.


See 33. H. 8. before.
for non Feasans of a thing which he ought to do; as to make or repair a Bridge, House, Park, Pale, scouring a Ditch, and the like, and doth it not, there not guilty is no plea. 2. E. 6. B. Action upon the Case. 111.

Action upon the Case for calling the Plaintiff false Justice of Peace, vel his similia, these words (his similia) were ordered to be struck out of the book by the Court, for the uncertainty. 4. E. 6. B. Action upon the Case. 112.

Action upon the Case whereas the Plaintiff was possessed of such Goods, as of his proper Goods, and lost them, and the Defendant found them, and converted them to his own use: the Defendant said, That the Plaintiff pledged them to him for 10 l. by reason of which he detains them for the said 10 l. as it is lawful for him, without that that he converted them to his own use, as &c. and a good plea by some. By others he must plead not guilty, and give this matter in evidence for the Detainer. 4. E. 6. B. Action upon the Case. 113.

Twas agreed in the Common-Bench, That if a man for marriage of his Daughter, assumes to pay 20 l. a year at Easter, for four years, and falls two years, that the Plaintiff may have an Action upon the Case upon the Promise for the non payment of the two years, though the other two years are not yet come; for this is in nature of Covenant. 4. M. 1. B. Action upon the Case. 108. the end.

Action upon the Statute.

In an Action upon the Statute of 8. H. 6. of forcible entry. Or in Trespas upon 5. R. 2. Vbi ingressus non datur per legem, Non ingressus est contra formam.
Action upon the Statute.

*formam statuti,* is a good plea: but his Free-hold is no plea, as *tis said by* Sherwood and others. 23. H. 8. B. Action upon the Statute. 40.

In *Trespass* upon 5. R. 2. to say that the place, &c. is the Free-hold of I. N. and hee by his commandment entred, is no plea: for the action is given by the Statute, and therefore ought to have a special answer, and not as in a general Writ of *Trespass.* 24. H. 8. B. Action upon the Statute. 15.

See by Fitz. Justice, That a man may avow upon the Land by the new Statute, and then the Tenant shall not disclaim: contrary, if he avow by the Common Law, and relinquish the Statute, 28. H. 8. B. Action upon the Statute. 6.

'Twas said for Law, That *tis no plea in Trespass* upon the Statute of 5. R. 2. for the Defendant to say, That the place where is twenty acres which is parcel of the Mavour of B. is his Free-hold. For the Defendant ought to entitle him to a Lawfull entry: for a Diffeisor hath a Free-hold, and yet *ingressus est, ubi ingressus non datur per legem,* in the time of H. 8. B. Action upon the Statute. 27.

Account.

Account lies not against Diffeisors, for then the Diffeisee shall avoid the disscents at his pleasure: and also the Defendant was never his Receiver for to render account, for this cannot be without privity in Law, or in Deed: as by Assignment, or as Guardian, or the like: or by pretence the Defendant to the use of the Plaintiff; and where the Defendant claims to his own use, there the plea is true; neither his Receiver, nor his Baily, to render account: 2. Mar. 1. B. Account 89.

Adjournment.
Adjournment.

The Justices of Assise may adjourn the Assises upon every demurrer, and upon every dubious plea or Verdict; and upon every foralgn plea, and to what place they will; and adjournment may be upon Certificate of the Assises, as well as upon the assise. B. Adjournment. 28.

Administrators.

Debt is brought against the Ordinary, who pending the Writ, commits the administration to J. S. the first Writ shall abate: for the Ordinary is compellable to commit the Administration, by Statute, 34. H. 8 B. Administrators 39.

Nota, per omnes legis peritos, and by those of the Arches, that at the time of vacation of an Archbishops, or Bishops, the Dean and Chapter shall commit the administration, 36. H. 8 B. administrators 46.

Nota, where the Ordinary commits the administration, he may revoke it, and commit it to another (but mean acts done by the first administrator shall stand) and so 'twas put in ure between Brown and Shelton, for the goods of Rawlins; the administration was committed to Brown, and revoked and committed to Shelton: for 'tis not an interest, but a power or authority; and powers and authorities may be revoked; contra of an interest certain. In the time of H. 8 B. administrators 33. the end.

Charles Brandon Duke of Suffolk, had issue Jonn by one Venter, and daughter by another Venter, and devised goods to the Jon, and dyes, and after the
the son dyes intestate, without Wife and Issue; and the mother of the son who was of the second Venter (for the daughter was of the first Venter) took the administration by the Statute; which is, That the administration shall be committed to the next of kinn of the intestate. And upon great argument in the Spirituall Court, Tam per legis peritos regni, quam per peritos legis civilis, the administration was revoked. And so see that the administration may be revoked; and so 'twas likewise in the case of Brown and Shelton before, of the goods of W. Rawlin Clerk, which was committed to Sir H. Brown, who married the sister of the said Rawlins, and after came W. S. and J. S. son of the Wife of the said Sir H. (which Wife was the mother of the said Shelton by a former Husband) and reversed the first administration, and obtained the administration to them. And the said Duke had issue Frances by the French Queen; and after this Wife dyed, he married the daughter of the Lord Willoughby, and had issue by her one Henry, and dyed; and after Henry dyed without issue, and without Wife, and the mother of the Heir took the Administration; and after the said Frances Wife of the Marquess of Dorset sued, and reversed the administration, and obtained the administration to her self, though she were but sister of the half blood to the said Henry, because she is next of kinn to the said Henry, for that Henry had not any Children; for the mother is not next of kinn to her own son in this respect of this matter; for it ought to goe by descent, and not by ascension, by the Law of England, nor by the Law civil. And the children are de sanguine patris & matris, sed frater & mater non sunt de sanguine puerorum. And by Isidore, Pater
Administrators.

& mater & puer sunt una caro; and therefore no degree is betwixt them; contrary between brother & sister; and the half blood is no impediment as to goods (B. administrators 47.)

Note, that in the argument of this case, 'twas agreed by the Justices, that the King is not intitled to the land of his Ward, without office, though he hath but a Chattel in it, yet it comes ratione tenura, which is the Seigniory and Freehold in the King, 5 E. 6. B. Office before, &c. 55.

Age.

A man recovers Rent and arrearages by assise; or if he recovers an annuity and arrearages of it in a Writ of annuity, the Defendant dyes, the Plaintiff brings a Scire facias against the heir, he shall not have his age of the arrearages, for they are real, and parcel of the rent or annuity. But if the Judgment be of arrearages and damages, there he shall have his age (B. age 50.) And where he recovers in a Writ of annuity, or assise, as before: or hath avowed for a Rent, which is Freehold, and recovers the arrearages without costs and damages, he shall not have an action of Debt of that, but a Scire facias, for tis real. But where he hath Judgement of it, with costs and damages which go together, so that that tis mixt with the personality, then lies a Writ of Debt against the Heir, of the arrearages and damages (and this B. thinks in default of Execution) per curiam, 23. H. 8. B. Debit, 212. & age 50.

Note, That of the Land of the Duchy of Lancaster, and other Lands which the King hath as Duke, or the like, his age is material, and he may have
have his age as another common person may; for he hath them as Duke, not as King (B. Age 52. & 78.) As if the King alien Land, parcel of his Duchy of Lancaster within age, there he may avoid it for Non-age for the reason aforesaid: otherwise of Land which he hath as King, for the King cannot be disabled by Non-age, as a common person shall (B. Prerogative. 132.) Yet by the Statute of 1. E. 4. (which is a private act not printed, but enrolled in the Duchy Chamber, by which King H. 6. was attainted of Treason, and that all the Lands of the said Duchy should be forfeited, and should be a Duchy separated and incorporated, &c.) tis annexed to the Crown: but by another private act, 1. H. 7. tis dis annexed, and made as in the time of H. 4. 1. E. 6. B. Age. 52.

Note, twas in a manner granted by all the Justices in the Common Bench, That if a Parson, Prebend, or the like be within age of 21 years, and makes a Leaf of his Benefice within age, that yet this shall bind him: for where he is admitted by the Law of holy Church to take it within age, so the Common Law inables him to Demise his Benefice within age. 4. Mar. 1. B. Age. 80.

Alienations.

If the Tenant of the King alien in Fee without licence, and die, his Heir within age, the King shall not have the Ward, because that nothing is descended to him, and that the Alienation is good, save the Trespass to the King, which is but a Fine by Seifer. B. Alienations 29. Gard 85. But otherwise if the Allenor were Tenant in Tail; and if the Alienation without licence be found by office, the King
Alienations.

King shall have the Issues of the Land from the time of the Inquisition taken, and not before. (B. Alienations 26. in medio.) But where the Tenant dies, and his Heir enters upon an office found for the King, of the dying sold of the Ancestor, there the heir shall answer the profits taken by him before. 26. H. 8. B. Intrusion 18. the end.

Tis said for Law, That a fine for alienation is one years value of the land aliened: and the same Law of a Fine for Intrusion upon the King. But the Fine to have licence to alien, is but the third part of the yearly value of the land which shall be aliened: and for licence to alien in Mortmain, the Fine is the value of the Land for three years. 31. H. 8 B. Alienations. 29. the end.

If a man obtain licence to alien the Mannor of D. and all his Lands & Tenements in D. he cannot alien by Fine: for the Fine shall be certain: so many acres of Land, so many of Meddow, so many of Pasture, and the like: and the alienation ought not to vary from the Licence. Yet by B. tis otherwise used with an averment, that all is one. 32. H. 8. B. Alienations. 30.

Note, if there be two Joynt-tenants who hold of the King in Capite, and one releases to the other all his right, this is no alienation; nor doth he need Licence, or pardon of it: for he to whom the Release is made, is in by the first feoffor, and not by him that Released: nor shall he Fine for such release: and so tis used in the Chequer, that tis no alienation. But if three Joynt tenants are, and the one Releases to one of the others, there he is in of it by him that releases: Contra, if he had released to all his compagnions: and where a man Releases by Fine to the Tenant of the King, this is no alienation.
Alienations.

Otherwise of a Fine Sur Conusans de droit Com ceo, &c. for this is an estate made by Conclusion. 37. H. 8. B. Alienations 31.


Note, That for Burgage Tenure of the King, a man may alien without licence well enough. 6. E. 6. B. Alienations 36.

Note, That a Devise by Testament was taken to be an alienation. 3. Mar. 1. B. alienations 37.

Alien. See Tit. Denizen.

Note, by the whole Court in the Kings Bench an alien may bring an action personal, and shall be answered without being disabled, because he is an alien born: otherwise in an action real (and the same B. seems in an action mixt.) and he may have a property, and buy and sell. 38. H. 8. B. Denizen 10. Nonability 40.

Twas said in the Kings Bench, That to say that the Plaintiff is an alien born, Judgement; if he shall be answered, is no plea in an action personal, otherwise in an action real. Yet this hath been in question after this time in the same Court: and twas said that an alien born is no plea in Trespass, if he doth not say further, That the Plaintiff is of allegiance of one such a one, enemy to the King: for tis no plea in an action personal against an alien that he is of the allegiance of such a Prince, which is of amity with the King. 1. E. 6. B. Nonability 62.

If an alien born purchase, the King shall have it: but the purchase ought to be found by office: and so twas in the case of Alien King: and B. seems that
Alien.

an information in the Chequer, will not serve in this case. Time, E. 6. B. Denizen 17. the end.

Twas said in Parliament, That if an alien born obtain a Lease for years, that the King shall have it; for he cannot have Land in this Realm, of no estate. 4. Mar. 1. B. Denizen 22.

Amendment.

By Fitzherbert, and the Court; where a Writ of Error was sued to remove a Record out of the Common Bench, into the Kings Bench, betwixt an Abbot and I. N. the Warrant of Attorney varied in the Roll in the name of the Abbot, and twas amended after Judgement: and if they had not amended it, they said, that those of the Kings Bench would have amended it. 23. H. 8. B. Amendment 85. the end.

Note, That where a Warrant of Attorney varied from the name of the Corporation of the party, and a Writ of Error was brought to those of the Common Bench, they amended it presently: and they said that those of the Kings Bench would have done the like. 24. H. 8. B. Amendment 47.

Note, twas agreed by the Kings learned Council, That the King may amend his Declaration in another Term, in omissions, and the like: as where an information misrecites the Statute, this may be amended; for misrecital is the cause of Demurrer: for if it be misrecited, then there is no such Statute: but he cannot alter the matter, and change it utterly; yet the same Term he may. 4 Eliz. Com. 243. by Weston. 30. H. 8. B. Amendment 80.

Appeal.
Appeal.

Note, by the Justices of both Benches, a man shall not have the plea in an appeal; That the dead assaulted him, and that he killed him in his defence, but shall plead not guilty in manner and form, and shall give this matter in evidence: and the Jury is bound to take notice of it; and if they finde it, he shall go acquitted in form aforesaid. Nor he shall not have this for plea with a traverse of the murther: for the matter of the plea is murther. Nor murther cannot be justifed; and when the matter of the plea is worth nothing, there a traverse the like: (B. Appeal, 122. Corone. I.) the end. And where the Jury acquits the Defendant upon an Indictment before the Coroners, they ought to finde that he killed the man; and there they may say, That the same Defendant killed him se defendendo: but upon an Indictment before other Justices, it suffices to say, not guilty only, without more. 37. H. 8. B. Appeal, 122.

The Heir of a man killed shall have an appeal, as well of Homicide of his ancestor, as of Murther. 2. E. 6. B. Appeal 124.

Note, if a woman who hath Title of an appeal of the death of her husband, takes another husband; he and the wife shall not have an appeal; for the woman ought to have it sole: for the cause of an appeal is, that she wants her husband; and the reason is, because the wife wanting a husband, is not so well able to live: and therefore when she hath another husband, the appeal is determined: for the cause ceasing, the effect ceases. (B. Appeal, 109.) as where a woman hath a Quarantine, and she marries within the 40. dales, she loseth her Quarantine. 1. Mar. 1. B. Appeal. 109. Dower, 101.

Appeal
 Appeal.

Appeal of death may be commenced before the Coroner, and Proces awarded to the Exigent: but the plea shall not be determined before him. Reading 113. B. Appeal 62. the end. Corone 82.

Apportionment.

Tis said that if I sell my Horse, and the Horse of W. N. to A. for ten pound, and W. N. retakes his Horse, that A. shall render to me the entire ten pound: because a Chattel cannot upon a contract be apportioned. 30 H. 8. B. apportionment 7.

If the Kings Tenant of four acres, alien one to the King: Or if he hath two Daughters, and dies: and the one aliens to the King, the Rent shall be apportioned if it be severable: and this by the Common Law, by some. Quare, for the reading of Fitzjames is otherwise, 32. H. 8. B. apportionment 23.

Before the Statute of Quia emptores terrarum, if the Lord had purchased parcel of the land holden of him, his entire Rent was extinct, though twas severable: Yet now by the said Statute it shall be apportioned, be it purchased by the Lord, or by another: But this doth not help a Rent Charge: because the Statute is only for the los of the chief Lord. But of a Rent service upon recovery of parcel, or of a dissent of parcel, and the like, which are the acts of God, or of the Law, there was an apportionment at the Common Law, contrary of his proper act, as purchase: because before the Stat. aforesaid, it was of a rent service, as tis at this day of a Rent charge, which is extinct by purchase of parcel of the Land, Reading B. Apportionment. 28.

Arbitrement.
Arbitrement.

Arbitrement.

Debt upon an Obligation: the Defendant pleads the Condition: if he shall stand to the award of I. and N. so that the award be made before such a day, and jaies, that the award was not made by the day: the Plaintiff may say, That they made such an award before the day, which the Defendant in such a point (and shew in certain in what) hath broken: for he must shew the breach in some point certain: otherwise the action lies not. 31. H. 8. B. Arbitrement 42.

Assets inter maines.
Assets in their hands. See Tit.

Extinguishment.

Note, if Executors plead fully administered in an action of Debt, and give in evidence payment of Legacies, the Plaintiff may demur upon it; for such administration is not allowable in Law, before debts paid. 33. H. 8. B. Assets inter maines 10.

Where a perquisite of a Villain shall be Assets: See Tit. Villeinage.

Assets per discent.
Assets by discent.

In an action of Debt against an Heir upon an obligation of his ancestor, who pleaded nothing by discent; and twas found that Land descended to him, but not assets; twas adjudged that the Plaintiff should have Execution of all his Lands, as well of Land purchased, as of Land descended: and B. seems
Assigne.

seems the reason to be for his false plea. 3. Mar. 1.
B. Asses per discent 5. in the end.

Assignee.

A man Leases a house and land for years; and the Leesee Covenants that he and his Assignees will repair the house; and after the Leesee grants over his Term, and the Assignee doth not repair, an action of Covenant lies against the assignee; for this is a Covenant which runs with the land: (B. Covenant 32. Deputy 16.) and also it lies clearly against the Leesee after that he hath assigned over his Term: and B. seems that if he bring several Writs of Covenant against both, that there is no remedy till he takes execution against the one: and then it seems to him, that if he sues against the other, he shall have an Audita Querela. 25. H. 8. B. Covenant 32.

Assise.

Assise: the Tenant pleads not attached by fifteen daies; the Bayliff was examined, who said that he attached him by the horfe of a Farmor which was a T ermor to the Tenant of the land in plaint, which matter was recorded: and B. seems that it is no good attachment; for the Tenant cannot forfeit the bests of his Farmor: and an attachment ought to be made of such things which the Tenant may forfeit by Outlary. Note, between Dudley and Leveson, for the Mannor of Parton, in the County of Stafford. 31. H. 8. B. Assise 480.

Note, by the Justices in the Common Bench, That in an Assise against two, the one takes the Tenancy and pleads no wrong, and the other takes the Tenancy
nancy without that, that the other hath any thing, and pleads in Bar: there the Plaintiff shall be compelled to choose his Tenant at his peril, as well as if both had pleaded in Bar, and accepted the Tenancy severally: and if it be found that he mis-elects his Tenant, the Writ shall abate, but he shall not be barred. And there when the Demandant elects his Tenant, and he pleads, there they shall be at issue, before that the Tenancy shall be inquired, and then the Tenancy shall be inquired first, and after the other issue. 6. E. 6. B. Assise 384.

Assurances.

Note, that Tenant in Tail who levies a Fine with Proclamation, shall be bound, and his Heirs of his body also after the Proclamation made, and not before: so that if the Tenant in Tail die before all the Proclamations made, this shall not binde the issue in Tail; and the Proclamation cannot be made in shorter time than in four Terms (B. Fine Levies 109. assurances 6.) But Tenant in Tail who is not party to the Fine, shall not be so bound after the Proclamations, but that he shall have five years to make his claim: and if he fails of them, and dies, his issue shall have other five years by the equity of the Statute of W. 2. Quod non habeat potestatem alienandi. Yet it is said, if the first issue neglect the five years, by which he is barrable, and dies, his issue shall not have other five years; for if the issue be once barrable by the Fine, the Tail is by this bound for ever: (Quære) And the Statute saies, That it shall binde parties and privies: and therefore where Tenant in Tail is party to the Fine, with Proclamation, and his issue claims Per formam doni, the issue is privy: for
for he cannot convey to himself as heir in tail, but as of the body of his Father, which is privity. But a Fine with Proclamation, may be confessed and avoided; and then it shall not binde: for the Statute is intended De finibus rite levatis. And therefore he may say, that the parties to the Fine had nothing tempore finis, &c. For if none of the Parties had nothing tempore finis, then tis a Fine by conclusion betwixt the parties: but all strangers may avoid it by the averment as afore. (B. Fines, Levies, 109.) And by the Statute of 32. H. 8. Fine with Proclamation by Cestui que use in Tail, shall binde him and his heirs after Proclamation made: and a Fine with Proclamation, the Reversion or Remainder in the King, and the Conusfor dies, the Proclamation made tis no Bar, nor discontinuance; because that the Reversion or Remainder in the King, cannot be discontinued; therefore there the issue in Tail may enter after the death of the Tenant in Tail. (B. Bar 97. Assurances 6.) And B. seems, that neither the Statute of 32. H. 8. nor 4. H. 7. shall not binde the issue in Tail, nor the Reversion to the King by Fine with Proclamation, though that the Proclamation be made: and yet the Statute of 4. H. 7. wils that after Proclamation made, it shall be a final end, and shall conclude as well privies, as strangers, except infants, Fem Coverts, and the like, &c: And the issue in Tail is privy. Yet B. thinks that the intent of the Statute was not that the issue in Tail, the Reversion to the King should be bound: for by him after this Statute, this was taken to be no discontinuance: and therefore it seems to him that it shall not binde the Issue in Tail, the Reversion in the King. (B. Fines, Levies 121.) Yet Quare, for the Statute of 32. H. 8. which wils that the heir in Tail shall be barred
Affurances.

barred by Fine with Proclamation after the Proclamation made, hath an exception of those, of which the Reversion, or Remainder, is in the King, so that it shall not bind such issue in Tail. B. affurances 6. the end.

But otherwise tis of a recovery, and Execution had by writ of entry in the Post, with voucher by the Common Law: for though that the Reversion, or Remainder be in the King, such recovery shall bind, and was a bar against the Tenant in Tail, and his issue presently; but not against the King. But at this day by the Statute of 34. & 35. H. 8. Recovery against Tenant in Tail; the Remainder, or Reversion in the King shall not bind the issue in Tail, but that he may enter after the Death of Tenant in Tail. 30. H. 8. B. Bar 97. the end. Affurances 6.

Note, That for assurance of land, that the heir should not sell, twas devised, That a man should make a Feoffment in Fee to two, to the use of himself for Term of life without Impeachment of waft, and after to the use of his son, and his heirs, until the son should assent and conclude to alien it, or any part of it; or to charge or incumber it, and after immediately upon such consent and conclusion to the use of A. and his heirs, until as afore, and then &c. to the use of B. and his Heirs, until, &c. and so of more, &c. and by such assent and conclusion by the Statute of uses. Anno, 27. H. 8. c. 10. the other shall be in possession, &c. 38. H. 8. B. Affurances 1.

Where men enter into an arbitrement, and every one is bound to the other in an obligation, or other such Covenants, and are bound to perform it: and tis awarded that every one should release to the other all actions, & the like: there it ought to be expressed all actions before such a day, which shall be before the
22

Assurances.

the date of the Obligation for otherwise the Obligation of the award, or the last Obligations to perform the Covenants, shall be also released. Regula B. Assurances 4.

Attaint.

Caveatur in every action triable by Jury, of the quantity of the land, as where a man demands 200 acres, where they are but a hundred sixty or the like: and the title is for the demand, there if the Jury finde that he defeised him of 200 acres, or the like, this is matter of Attaint. And so where they finde him guilty in trespass or the like, of more trespasses then he did, or of excessive dammage, and the like. 24. H. 8. B. Attaint 96.

Quære by B. if an Attaint doth not lie upon a Verdict in an appeal of Maihem at this day, by the Statute of 23. H. 8. cap. 4. For this year twas doubted. 38. H. 8. B. Attaint 10. the end.

Affixe is brought against Tenant by Statute Merchant, and against the Conusfor Tenant of the Freehold, and the Affixe acquits the Tenant by Statute Merchant, and attains the other of diffeisen: the Tenant by Statute Merchant shall not have an Attaint, nor the Lord where Land is recovered against him, and the heir, where he hath the heir in Ward; nor the Termor, where land is recovered against him, and the Lessor, because they lose not any Freehold: and because that they are acquitted by W. Whorewood the Kings Attorney. Yet by B. tis not reasonable where they are named, and lose their interest: yet it seems to him, that he that is acquitted shall not have an attaint; but if they are found díffefors, they shall have an attaint by him. Time, H. 8. B. Attaint 82. the end.

Note;
Attaint.

Note; For Law, where Trespaś of battery, goods carried away, or a writing broken (which are transitory) is done in one County, yet an action may be brought in another. (B. Attaint 104. And so twas agreed in Trespaś in London, of breaking of at D. in London, where indeed D. was in the County of E. for these are not local. B. Lieu. 65.) And therefore in Trespaś transitory, the place is not issuable, nor traversable. No more then in Trespaś upon the case, upon a promise; and these may be continued. (B. Traverse, &c. 283.)

And in those cases, the Jury of another County may take Conusance thereof, but is not bound to it: but if they take Conusance, attaint lies not. Otherwise of Trespaś of Trees cut, or Grafs trod, which are local, and shall be brought in the proper County. 2. Mar. 1. B. Attaint 104. Jurors 50.

Note; Tis said that upon an Information for the King, which passes upon the issue tried, the King nor the informer shall not have an attaint: for the informer is not fully party. And when the Defendant hath answered, the Kings Attorney replies for the King; and after, no further mention of the informer: and therefore neither the one, nor the other shall have an attaint. 4 Mar. 1. B. Attaint. 127.

Where an attaint lies, where not. See Tit. Damages. And Tit. Fauxifier.

Attornment.

Note; That Attornment may be made by Tenants, to the Lord in his Court: to the Steward in absence of the Lord, or purchaser. But Attornment to the servant of the purchaser out of Court, and in absence


See 20. H. 7. 5.

Com. 2.


Since of the Purchasor, is not good: but by payment of one penny for every Tenant to the Servant of the Purchasor; and in his absence, in name of Seijen of their several Rents, is a good attornment: for a Servant may receive Rent for his Master.

Quære. If no Rent then is due, nor the rent day come. 28. H. 8. B. Attornment 40.

Twas agreed, That where Land is sold by Deed, indented and inrolled according to the Statute of 27. H. 8 c. 10. there because the use is changed by the bargain and sale, by the said Statute, and the buyer in possession; and hath no means to compel the Tenant to attorn; there he may distrain, and avow without attornment. Otherwise upon a grant by Fine; for there he may have a Writ of Per quæ servitia. 30. H. 8. B. attornment 29. the end.

Lit. 230.

Abr. of Aff. 22.

See 2. E. 6.

after.

See 2. E. 6.

Com. 379.

See Tit. Leafes

See after.

Note, That if a man hath Common of Pasture to a certain number; or Common of Estlovers to a certain number of Carts and will Grant them over; they pass without attornment; because they are not to be taken by the hands of the Tenant, but by the mouth of beasts, and by cutting, and carrying. So see that when no attendancy nor payment is to be made by the Tenant, there the thing passes without attornment. 31. H. 8. B. Attornment. 59.

See by Whorewood the Kings Attorney; where a man Leafes for forty years, and after Leafes the same Land to another, to have from the end of the first Term for twenty years, this needs no attornment: otherwise where he grants the Reverfion as afore, there ought to be attornment. (Quære, and see after.)

And if a man Leafes for ten years, and after Leafes to another for twenty years, this is good for ten years without Attornment: otherwise if there were
were a word of Reversion. 37. H. 8. B. attornment. 41.

A man Leases Land for twenty years, the Leesee Leases over for ten years, rendring Rent, and after grants the Reversion of the Term, and Rent to a stranger, this shall not pass without attornment, by reason of the attendancie of the Rent: otherwise, if no Rent were reserved upon the second Lease for ten years, for then there is no attendancie to be made, nor action of Waiste, nor the like to be brought. For as B. seems, attornment is not necessary; but to have avowry, or an action of Waste. 2. E. 6. B. attornment. 45.

See by Mountague, chief Justice, and Townsend, That by a Feoffment of a Mannor, the services pass without attornment of the Free-holders. But B. seems that the Tenants ought to attorn. 4. E. 6. B. attornment 30.

Note; If a man let a house, and 200 acres of Land for Term of life: and after grant the Reversion to another, to have the said House, Land, and Tenements, a Fefto Sancti Michaelis prox post mortem vel determinationem interesse of Tenant for life for twenty one years then next following: the Tenant for life dies before attornment, yet the grant of the Reversion is good, because that the words in the Habendum of the house and land, is intended to be a Lease; and a Rent was also reserved upon it, and so a good Lease without attornment: By Brown, Sanders, and Stampbord, Justices: Yet by B. Chief Justice, tis but a Grant of a Reversion, and no Lease: but yet the grant is good without attornment; because that tis to Commence after the death of Tenant for life, so that the Tenant for life shall not be attending to the Grantee; nor shall he avow upon

Attornment.

upon him, nor have an action of Waste, or the like: by judgment of the Court. 3. Mar. 1. B. Attornment 60. Leaves 73.

Attorney.

In these Cases a man shall not make an Attorney, except in special case, viz. Attaint, Premuniri, Appeal, Per quæ servititia. Quid juris clam. Quem redd. reddit. Nor in assigning of Errors: nor at the Plures in case of contempt: nor the Tenant in a Cessavit upon tender of arrearages. Nor the pray' to be received in a Pr. quod redd. Nor in an affife; nor in an attachment. Nec contra finem levat: nor in any case where the Defendant shall be imprisoned.

Audita querela.

A man seized of 20. acres, is bound in a Statute Marchant; and makes a Feoffment of 15. to several persons, and Execution is sued against one of them, he shall have an Audita querela upon his suremise, to have the other Feoffees to be contributory with him. But if execution be sued against the Conufoe himself, he shall not have such contribution: for this is upon his own act. B. Audita querela 39.

Yet if the Conufoe dies, and the Conufoe sues Execution against the heir, he shall have Contribution of the Feoffee. So every of them shall have of the heir. 25. H. 8. B. Audita querela 44. the end.

Averments. See Tit. Pleadings.

Note, Where a man pleads a recovery by a strange name of the thing demanded (B. Averments 42.)
42.) as if a *Precipe quod redd.* be brought of the Mannor of B. or the like, the Tenant pleads a Fine, Recovery, or the like, of the Mannor of G. he ought to aver that the one and the other, are one and the same Mannor, not divers: contrary, if he pleads a Fine, or recovery *de prediēt.* Manerio de B. for this word (*prediēt.*) is in effect an averment that all is one. (*B. Pleadings* 143.)

And where a man pleads a Recovery by a strange name of the parties, he ought to aver that the first person, and this person, are all one, and not divers. Otherwise B. seems where he pleads it by this word *prediēt.* 33. H. 8. B. Averments 24.

Twas said for Law, That an averment is not necessary in an avowry. *viz. & hoc parat est verificare*; for tis in lieu of a Declaration; and the avowant is actor. 3 M. 1. B. averment 81.

Avowry.

Lord and Tenant by Fealty & 3 pence Rent, the Lord dies, his wife is endowed of the Seigniory; she may distrain for 1 pence, & the Heir for 2 pence, & so now the Land is charged with two distresses, where it was charged but with one before: but this is not inconvenient: for he shall pay no more Rent then before. The same Law where the Lordship is divided by partition, between Heirs Females, and the like. 24. H. 8. B. Distresse 59. Avowry 139.

If two Copartners make partition, and give notice to the Lord, he ought to make several avowries. And if a man sell his land by Deed indented, inrolled within the half year according to the Statute, the avowry is not changed, &c. without notice, no more then upon a Fine. Yet B. doubts of a...
Avowry.

Conusans de Droit com. Ceo. &c. but if a man recover against the Tenant, or if the Tenant is defeised, the disseisor dies seised, and his heir is in by descent, so that the entry of the disseisee is taken away, the avowry shall be changed without notice. The same law, if the Tenant make a Feoffment, and dies, the Lord shall change his avowry without notice; for nothing is descended to the heir of the Feoffor. And where notice is necessary, it shall be done upon the Land holden, with tender of the arrearages; for otherwise the Lord shall lose his arrearages, if he avows or accepts service of the Feoffee, &c. before the arrearages paid, Ideo caveatur inde. 29. H. 8. B. avowry 111. 146.

In a Replevin, if the Defendant avows because that A. was Lord, and was seised by the hands of B. then Tenant, &c. of such servises, he may convey the estate of the said B. in the Tenancy to the Plaintiff in the Replevin, by a que estate, without shewing how; but he cannot convey to himself of the said A. in the Seigniory by a que estate, without shewing how; for the Seigniory is there in demand, and not the Tenancy. 34. H. 8. B. avowry 7. que estate 2. the end.

Note, That he which avows upon the Land, as within his Fee or Seigniory, by the Statute shall aledge a seisen, as in other avowry; and then shall conclude his avowry upon the land, as within his Fee and Seigniory: and in such avowry, every Plaintiff in the Replevin (be he Terminor or other) may have every answer to the avowry; as to traverse the Seisen, the Tenure, and the like, which are a good answer in an avowry: or plead a release, or the like, as Tenant of the Freehold shall, though he be a stranger to the avowry; for such avowry is not
not made upon any person certain; therefore every one is a stranger to this avowry: and so the Plaintiff may have every answer which is sufficient. 


Twas agreed that to say, That the place where, &c. is 4. acres, which is, and was the time of the caption his Freehold, for which he distrained, and took the beasts for damage Feasent, was a good avowrie. 4. E. 6. B. avowrie 122.

'Twas held by the Justices of both Benches, That where a man holds by Rent and Knights service, and the Lord and his ancestors have been alwayes seised of the Rent, but not of the homage, escuage, nor of ward, yet if a ward falls, he shall have the Wardship of the heir, for the seisin of the rent suffices to be seised of the Tenure, as to this purpose, yet otherwise B. seems to make avowry. 7. E. 6. B. avowrie. 96. the end. Ward, 69.

Note, That 'twas agreed that at this day by the limitation of 32. H. 8. the avowry shall be made generally, as was used before: and if there were not seisin after this limitation, then the Plaintiff in bar of the avowry may allege it, and traverse the seisin after the limitation (B. avowry 107.) Also where a man brings an action real, or mixt; or makes avowry, or Conuance, and issue is taken upon the seisin infra tempus Statuti, and is found against the Demandant, Plaintiff, or Avowant; this is peremptory by the same Statute. 1. M. 1. B. Peremptory 78.

Averment is not necessary in an Avowry. See Tit. Averment.

Wimblish
Cafe, Time H.
3. Com. 21. H.
7. 12. 27. E. 4.
5. Com. 269.

Tit. Ward.

32. H. 8. c. 3.
Limitation 3.

Barre.
Barre.

WHERE a Fine with Proclamation, or a Recovery shall bar an estate tail; where not, and where the Reversion is in the King, with other good matter concerning Fines. See Tit. assurances.

Bastardie.

Note, That twas taken by the Commons house of Parliament, if a man marry his Cousin within the degrees of Marriage, who have issue, and are divorced in their lives, by this the espousals are avoided, and the issue is a Bastard. Otherwise, if the one die before divorce, there divorce had after shall not make the issue a bastard; for the espousals are determined by death before, and not by the divorce. And a dead person cannot bring in his proofs; for divorce after the death of the parties, is but ex officio, to inquire de peccatis, for a dead person cannot be cited nor summoned to it. 24 H. 8. B. bastardie. 44. D'arraisonement 11.

Battel.

Tis said that if an appeal of Murther be brought in the Kings Bench, the Defendant joyns battel, it shall be before the Justices of the Kings Bench, and not before the Constable, and Marshal. 5. M. 1. B. battail. the end 16.

Bill.
Cerciorari.

Bill.

'Twas said, That a Premunire shall be maintainable by Bill in the Kings Bench, though that the party be not in custodia mariscalli. (B. Bill. 1.) And 'twas common that many Clerks were compelled to answer to bills there, who were not in Custodia mariscalli. 22. H. 8. B. Premunire 1.

Cerciorari.

T WAS agreed in Chancery, That there is no Certiorari in the Register to remove a Record out of a Court into the Common Bench immediatly, but it shall be certified in the Chancery by Surmise, then to be sent into the Common Bench by Mittimus. And indiennents may be removed out of the Countrey by Cerciorari to the Chancery, and may be sent to the Justices of the Kings Bench by Mittimus, and then they shall proceed upon it. 36. H. 8. B. Certiorari 20. the end.

Certificate of the Bishop.

'Twas holden that if the Bishop certifies that such a person paid not his Tenths, according to the form of the Statute, which wills, That ipso facto, the Benefice shall be void; that in this case a man shall not have an averment contrary to the certificate. Time H. 8. B. Certificate devosque 31. the end.

Challenge.

Note by the Exchequer, and both Benches, where the parties are at issue in a plea of land, where the land
Challenge.

Land lies in three or four hundreds, there if the Juror hath land in any of the hundreds, or dwells in any of the hundreds, it suffices. 4. M. i. b. Challenge 216.

In Treaçon tis a good challenge to witneshes, to say that he was one of his accusers (b. Corone 219.) And note, that by the Statute of 33. H. 8. a peremptory challenge is ousted in case of high Treaçon: yet by the said Statute Queen Mary, tis enacted, That all tryals of Treaçon shal be according to the order of the Common Law, and not otherwise. And therefore it seems that he may have a challenge peremptory, as at Common Law. S. 35. Jurors. 4. M. i. B. Challenge 217. Trials 151. the end.

Charge.

Where a Grant of the Bishop, or charge by him, with the assent of the Dean and Chapter, shall binde the successor, and where not? See Tit. Confirmation.

Charters of Pardon.

Note, if a man be attainted of murther, or Felony by Outlawry or otherwise, and the King pardons him all Felonies, Murthers, and Executions eorumdem, and Outlawries, and Waivings; and Secutam pacis. And a pardon and releafe of all Forfeitures of Lands and Tenements; and of Goods and Chattels, shall serve but for the life; and for the land, if no Office be thereof found. But it shal not serve for the goods without restitution or gift. For the King is intitled to them by the Outlawry, without Office: but the King is not intituled to the Land, till Office found. And if an Office be found after, yet the pardon shal serve; for it shal have relation to
Charters of Pardon.

to the judgement, and then the mean pardon serves well; contrary, where an Office is found before the pardon granted; for then the King is seised by the Office, and there a release or pardon cannot give it; but there ought to be a Gift or Grant. 29. H. 8. B. Charters of Pardon 52.

Note, if alienation without licence be pardoned by Act of Parliament, the party may enter without Oyster l'main, or amoveas manum. Otherwise by another pardon, by letters Pattents. 29. H. 8. B. Charters of Pardon 53.

If intrusion by the heir, post mortem antecessoris be found by Office, and after the King pardons it by Act of Parliament, or by letters Pattents, yet the heir shall sue Livery: for this is not restored to him by a pardon: but if the pardon were granted before Office found, and at the making of the pardon, the heir is of full age, he shall retain the land, and the Office found after the pardon shall not hurt him. 30. H. 8. B. Charters of Pardon 54.

Chattels.

If Leissee for years devise his Term, or other his Chattel or Goods, by Testament, to one for term of his life, the Remainder over to another, and dies, and the Devisee enters, and aliens not the Term, nor gives, or fells the Chattel, and dies, there he in Remainder shall have it: but if the first Devisee had aliened, given, or sold it, there he in the Remainder had been without remedie for it (B. Chattels 23. Done 57.) And so B. seems if they be forfeit in his life, he in remainder hath no remedy. 33. H. 8. B. Done. 57. the end.

Choice
Chose in Action.

Note, where the Statute of 31. H. 8. gives to the King the possessions of Abbies, and all rights of Entries, Actions, Conditions, and the like, which the Abbies might have had; and that he shall be in possession without office, and that he shall be adjudged in actual and real possession of them, in such plight and sort as they were at the time of making of the Statute. Yet if an Abbot were disseised of 4 acres of land, the King cannot grant it over before entry made by him in it, because tis a thing in action real, and not like to a thing in action personal or mixt, as debt ward, and the like, by some. And some à contra, by reason of these words, That the King shall be in possession. Yet by B. this seems, that he shall be in such possession as the Abbot was. S. of a thing of which the Abbot had possession, the King hath of this actual possession: & of such of which the Abbot had but a cause of entry, or right in action; of these the King shall be vested of a Title of Entry; and Title of action. But the thing to which he hath such cause of entry, or of action, is not for this in him in possession; and therefore cannot pass from the King by general words; but B. seems, if the King recites the dispossession, and how the right and action thereof is given to him by the Statute, and grants it specially that tis good. 33. H. 8. B. Chose in Action 14.

'Twas said for Law, That the King may grant a thing in action, which is personal; as debt, and damages, and the like, or a thing mixt; as the ward of body: but not a thing real, as an action of land,
Chose in Action.

land, and the like, as Rights, Entries, Actions, and the like, which Abbots might have. (And that the King shall have these by the Statute of dissolution of Abbies. 31. H. 8.) These things in action the King cannot grant. Yet by B. see if there be not words in this Statute, to put the King in possession, though the Abbot were put to his action. 33. H. 8. B. Patents 98.

Clergy.

No man shall have his Clergy but where his life is in jeopardy: and therefore not in petty larceny. And the Bishop is Ordinary: all Priests, Abbots, and others inferior to him, which demand Clergy, or have Clergy: and if the Bishop hath his Clergy, the Metropolitan shall keep him, as his Ordinary: and if the Metropolitan offend, and hath his Clergy, the King shall have him and keep him: the same is of Laps. Reading B. Clergy 19. Corone 183.

Note, That at this day Bigamus shall have his Clergy by the Statute: but a man attainted of Here-sie shall not: otherwise of a man excommunicated: and a Jew, nor Turk shall not have their Clergy: and a Greek and Roman, who use not our letters, shall have their Clergy, and shall stay till a book of letters of their country comes. (B. Clergie 20.)

And if a man who is captus oculus prays his Clergy, he shall have it if he can speak latine congruously. Quære, for he cannot be a Priest, nor he cannot Minister. Cæsus B. clergie 21.

A Bastard shall have his Clergy; for he may be a Priest by licence. Cæsus B. clergie 22.

E E

Colour.
Note, That Colour ought to be matter in law, or
doubtful to the lay people; and shall be given to the
Plaintiff, and not to one who is mean in the convey-
ance: and shall not be given to a stranger who in-
feoffed the Plaintiff: nor shall be given to the De-
fendant: and shall not be given by a possession deter-
mined. S. where it appears in the pleading, that
the possession is determined: but shall be given by
an estate defeated: and where the Defendant bindes
the right of the Plaintiff by Feoffment with War-
ranty, Release, Fine, Recovery, Distress, and Re-
entry, and the like, there needs not any colour. And
he which claims no property in the thing, but takes
it as a distress, and the like, shall not give colour.
Colour shall not be given but upon a plea in bar. B.
colour 64. Colour shall not be given but by him, by
whom you commence your Title, and not by a mean
in the conveyance. He which pleads to the Writ,
shall not give Colour. It behoves that colour be
such, so that if it be true, that of such possession, the
Plaintiff or Demandant may have their action. He
which justifies as servant, and conveys Title to his
Master, shall give colour: colour by possession in
law, is good. Regula.

Commission.

Note, for Law, That where a Commission of the
peace issues to I. N. and others; and after I. N. is
made Knight, yet the Commission remains for him.
(Yet Anno primo, E. 6. cap. 7. is a Statute made,
That making of the Plaintiff Knight, shall not abate
the
the action, nor the Commission in which such person is named.)

And where a man learned in the same Law is put in Commission, and after is made Serjeant at Law, yet he remains in authority by the same Commission. And when a Justice of the Bench is made Knight, yet he remains Justice, and this Commission shall serve him. 36. H. 8. B. Commissions 22.

Note, by comming of a Commission of Oyer and Terminer, the Commission of Gaole Delivery is not determined; for the one stands with the other. Otherwise, where the one Commission is contrary to the other.

As of a Commission of the Peace where there is a former Commission thereof to others, this is contrary that every of them should be Commissioners of one and the same thing, and both in force. And the Commission of Gaole Delivery, is only to deliver the Gaole. Commission of Oyer and Terminer, hath words ad inquirendum audiendum, & determinandum. But most commonly the Justices of Gaol delivery are also in the Commission of the Peace, and by this they indict, and after deliver the Gaol as well of them, as of others.

And note, That the Justices of Oyer and Terminer, cannot by this authority arraign no Prisoners, but those which are indicted before them: but contrary, if they have Commission of Gaol delivery also, for these both may be executed simul & semel 3. M. i. B. Commission 24.

If a Justice of the Common Bench be made Justice of the Kings Bench, though that it be intended but Pro illa vice: as twas of Sir James Dier this year; yet this shall determine his patent of the Common Bench, though he surrenders the Patent of the Kings
Kings Bench the next day: for the Kings Bench is the highest Court: and if the Common Bench erre, this shall be controlled by the Kings Bench. And therefore a man cannot be Judge of the one Bench, and the other together to reverse his own judgement. And as often as a Justice of the Common Bench, is made Justice of the Kings Bench (as it hath been often seen) the Commission of the Common Bench by this is determined: for the one Court is within the controlment of the other: but a man may be a Justice of the Common Bench, & chief Baron of the Exchequer together, & may be Justice of the Common Bench, & Justice in Oyer, and Terminer, or of Gaol delivery together: for none of these Courts hath controlment of the other. And if an Incumbent of a Benefice be made a Bishop, the first Benefice is void: for he which hath the office of Sovereignty, cannot have the office of Inferiour, by some of the Justices. Yet B. doubts; for a Justice de banco regis, may be a Justice in Oyer, or of Oyer and Terminer, or of Peace, or of Gaol delivery; and yet if they err in their pleas in the Oyer, or Oyer and Terminer, or in their Proces, or outlawry before Justice of Peace, Writ of Error lies thereof before the King in his Bench. But the Pleas in the Kings Bench are holden coram rege ubicunque fuerit in Anglia, and so the Kings Bench, is a Court removable: and by the Statute the Common Pleas teneatur in loco certo, then is contrary of the Oath of the Justice of the one Court, and the other; for the one is certain, and the other uncertain. 5. M. i. B. Commissions 25.

Where a Justice of Peace is made Knight, or takes other dignity, yet his authority shall remain. And so of a Justice of the Common Bench made Knight, his Commission remains in force. i. E. 6. c. 7. B. Commission 4.
Comission.

If the King grant to a Major and Commonalty, and their successors to be Justices of Peace in their Town, and after makes a Commission of the Peace to another there, yet the first Commission shall remain in force; because that is a grant to them, and their successors, and so not revocable as a Commission is. (B. Commission 5.)

If a new Commission of the Peace be proclaimed, or read in full County, the ancient Commission of the Peace is determined. And all the Justices ought to take notice, and if they fit by the ancient Commission, all they do is void. And if a Commission be directed to A. and B. who are not in rerum natura, or are dead at the time of the Teste, &c. The ancient Commission remains in Force, for this new Commission is void.

If a Commission be directed to N. pro hac vice, this shall determine the ancient Commission of these matters. And yet the new Commissioners cannot fit but Vnica vice. (B. Commission 6.) If a commission be directed to hear and determine Felonies, this shall determine the ancient commission of the Peace, as to Felonies, but not as to the Peace; and so determined in part, in part not, (B. Commission 7.) commission in Eyre is made to the county of N. and Proclamation here, this determines the Commission of the Peace. (B. Commission 8.) Commission of the Peace is in the county of N. and the Kings Bench comes there, this shall not determine the Commission of the Peace: contrary, if they make Proclamation of the coming of the Kings Bench (B. Commission 9.) Commission of the peace is made to 4. in the County of N. and after the King makes I. S. Justice of Peace there for term of his life; the first Commission is determined. (B. Commission 10.)
Commission.

If Justices sit by Commission, and do not adjourn it, the Commission is determined. And see a Statute where new Commissioners of Gaol delivery, may sit upon the Records of the ancient Commission of the Gaol, which is determined.

And when a Commission of Oyer and Terminer is determined, the Records of that shall be sent into the Kings Bench; but Records of the Justices of Gaol delivery, shall remain with the Custos rotulorum of the County. And the next Justices of Gaol delivery shall proceed upon them, upon judgement of death by the said Statute. Quære, if they should proceed by the words to allowance of Clergie, or Sanctuary, it seems so, by the equity. B. Commissions 11.

Conditions.

Debt upon an Obligation, with a condition to perform all covenants contained in certain Indentures; the defendant cannot plead the condition, and rehearse the covenants, and say generallly that he hath performed all the covenants, without shewing how, by the Prothonotaries, 20. H. 8. B. conditions 2.

If a man devise 20l. to W. S. to be paid in four years after his death, and dies, and after the Devisee dies within the four years, yet the Executor of the Devisee shall have the Money, or the rest of it by suit before the Ordinary in the court Spiritual; for this a duty by the Testament, or devise. 24. H. 8. B. Devise 27. 45. conditions 187.

By Fitz, if a man before the Statute of Tenures had made a gift of Land to one in Fee, for to repair a Bridge, or for to keep such a castle, or for to marry yearly a poor virgine of S. this is a Tenure, and not a
Conditions.

a condition; and the Donor may distrain, and make avowrie.

But if a woman give land to a man for to marry her, this is a condition in effect, and no Tenure, which no bodie denied. 24. H. 8. B. condition 188. tenures 53.

If a man Mortgage his land to W. N. upon condition that if the Mortgager, and I. S. repay 100 l. by such a day, that he shall re-enter, and he dies before the day, but I. S. paies by the day, the condition is performed; and this by reason of the death of the Mortgager, notwithstanding that the payment were in the copulative; otherwise, if it were not in the case of death, 30. H. 8. B. conditions 109.

By many, if a man make a Feoffment in Fee, ad intentionem, to perform his will, this is no condition, but a Declaration of the purpose and will of the Feoffer, and the heir cannot enter for non performance. 31. H. 8. B. conditions. 191.

If a man be bound in a bond to pay 20 l. the Obligor in whose discharge the condition goes, ought to be ready at the place, &c. all the day, and the Obligee may come any time of the day. 32. H. 8. B. conditions 192.

A man gives land in Tail, or Leases it for life, or for years, rendring rent, with a condition of re-entry for default of payment, there if he Leases part of the land to the Donor, or Lesfor, or if the Donor or Lesfor enter in part of the land, he cannot re-enter for the rent arrear after; for the condition is wholly suspended; for a condition cannot be apportioned nor divided. 33. H. 8. B. Extinguishment 49. conditions 193.

Debt upon an obligation, to perform all covenants contained in certain Indentures, is no plea that he hath
hath performed all the covenants generally, S. Quod
performavit omnes & singulas conventiones in inden-
tura pred. specificat. ex parte sua perimplend. If they
be in the affirmative; but must shew in certain
in every point how he hath performed them,
(B. conditions 198. covenant 35.) And where in a
Covenant the Defendant failes, that the covenants
are that he shall pay 10 l. by such a day, and in the
same day quas quidem conventiones idem
defensor bene perimplevit, this is no good plea; for
he must shew in certain how he hath performed it.
33. H. 8. B. covenants 35. the end.

Note for Law, That Proviso semper put on the
part of the Lessee upon the words of Habendum,
makes a condition; otherwise of a Proviso of the
part of the Lesfor, as tis covenanted in the Inden-
ture, That the Lessee shall make the reparations;
Proviso semper, That the Lesfor shall finde the great
Timber, this is no condition.

Nor by some tis no condition when it comes
amongst other covenants on the part of the Lessee,
as tis covenanted after the Habendum, and after the
Redendum, That the Lessee shall cowre the ditches,
or the like: Proviso semper, That the Lessee shall
carry the Dung from it to such a field; this is no
condition to forfeit the Lease for not doing of it:
contrary, if such proviso be put immediately after the
habendum, which makes the estate; or after the red-
dendum. Quære, by B. conditions 195. 35 H. 8.

If a man Mortgage his land upon defeisance of
repayment to re-enter, and the bargain to be void:
and the vendee Leases the Land to the vendor for
ten years by Indenture of defeisance; and further
grants to him, That if he pays 100 l. infra termini-
num diei. 10. annorum, that then the sale shall be
void,
Conditions.

void, &c. and the Lessee surrenders the Term, yet the tender of the 100 l. is good within the ten years; because that the ten years is certain, though the leaf is surrendered or forfeited. Otherwise, if it were to repay infra termimun predict. without these words, ten years; for in the one case the Term, S. the Leaf is the limitation of payment, and in the other case the ten years, by Whorewood in his Reading in the Lent. (B. conditions 203. Defeasans 18.) The same law if B. holds certain land for term of ten years of A. and tis covenanted betwixt A. and B. That if B. pay 100 l. to A. within the said ten years, that then he shall be seised to the use of B. in Fee, and B. surrenders his term to A. and after pays him 100 l. within the ten years, there B. shall have Fee; for the years are certain: otherwise, where tis covenanted, That if he pays 100 l. infra terminum predict. and he surrenders, and after pays the 100 l. this is nothing worth; for the Term is determined: but in the other case the ten years remain, notwithstanding the surrender. 35. H. 8. B. Exposition, 44.

Twas holden clear in the Kings Bench that where M. and other two are bound to stand to the award of I. N. so that it be made and delivered by the Arbitrators in writing to the parties before Michaelmas, they make the award, and deliver it to one by Michaelmas, and cannot finde the other by the day, this shall not binde the others to whom twas not delivered. And the reason B. seems; because that in this case they might have made 3 parties, and have delivered to every party one. 37. H. 8. B. conditions 46. the end.

Tis saide by the Court in the Kings Bench: in Debt upon an obligation to keep without dammage, S. harmless, where the Defend. pleads that he hath saved
Conditions.

saved him harmless, tis no plea without shewing how; for he which pleads a discharge, or saving harmless, ought to plead it certain when he pleads in the affirmative. Otherwise, where he pleads in the negative; for if the Plaintiff be not demnified, he may plead quod non damnificatus est generally. 37. H. 8. B. conditions 16. 198. in finibus.

If a man be bound in an Obligation to pay 10l. to the obligee at Paris beyond Sea, at a certain day, if the Obligor pay at another place, and the same day in England, and the other accepts it, tis good clearly. (B. conditions 206.) And tis said in debt upon an obligation to acquit & save without damage, quod non damnificatus est, is a good plea, for tis in the negative, and therefore good without shewing how, but where he pleads, that he hath kept him without damage in the affirmative, he shall shew how. 38. H. 8. B. Conditions. 93. the end.

If a man let land for term of life upon condition, that if he doth not go to Rome by such a day, that his estate shall be void, and the lessor grants the reversion over, the Tenant attorns, and after he doth not go, yet tis not void till enire, by Bromley chief Justice: 2. M. 1. B. Conditions. 245. the end.

Confess, and avoid.

Replevin, the defendant said that B. was selfed in fee and leased to E. for 40 years, which E. granted his interest to the defendant. 38 H. 8. by which he was possesed, and distraint for damage feasant, the plaintiff said that the same E. 28. H. 8. granted his interest to him, he shall not traverse the Grant. 38. for he hath confessed and avoided it, by the eldest grant obtained. 2. E. 6. B. Confess and avoid. 65.
Confirmation.

Confirmation.

Bishop charges, or grants an office with the assent of the Deane and Chapter, and dyes, this is worth nothing, by some, for it ought to be confirmed by the Dean and Chapter; And this fell out in the grant of the Stewardship of the Bishop of London, betwixt Aldred Fitzjames, and John Edmunds of the middle Temple, where the Bishop granted the Stewardship of his lands to A. F. by the assent of the Dean and Chapter, and died, by which the grantee lost the office, as tis said, because the Dean and Chapter had not confirmed it, yet more was in the grant of the Bishop, as Misnofser, and the like, for the said A. F. was named Etheldredus, where it should be Aldredus, and so he was misnamed. Also there was a default in the Scale (B. Charge 58. Confirmation. 30.) And also the Deed was Quod sigillum nostrum apposuimus, which may bee referred to the Bishop onely, and not to the Bishop, Dean and Chapter: And therefore by more, to this day the grant was avoided for these causes, and not for the other cause; and so a grant with assent of the Dean and Chapter, with all perfections is good. 33. H. 8. B. Confirmation. 30. the end.

If the bishop be patron, and the parson makes a lease or grant by deed, there the Bishop patron, and the ordinary, and the dean and chapter ought to confirm, if the grant or lease shall be sure; otherwise where a lay man is patron in fee, and he and the ordinary confirmes, this suffices without the dean and chapter, for in the first case, the Bishop patron hath an interest in inheritance to the Bishoprick. But in the other case, he hath but a judicial power, therefore
Confirmation.

Therefore it suffices that he who hath the power at the time, &c. confirmes, for tis a judicial act. But in the other case, it bindes the inheritance, which he hath in jure Ecclesiae which he cannot do against his successor, without confirmation by the dean and chapter. (33. H. 8. B. Confirmation. 21. Charge. 40. Leases. 64.) Patet bic that the patron ought to have a sejus simple, and this juri propri, because of the dean and chapter, to be joyned with the Bishop, where he is patron. B. Charge 40.

Note, that if the King for him and his heires grants Catallafelnum & fugitivorum, or the like, which lie in grant, and dies, the grantee needs no confirmation of the new King. But if it be a fair, or market, or the like, and tis abused or misused, as it may be, or if it be a judicial, or ministerial office or power, as to be a Justice of peace, Escheator, or the like, there he ought to have a confirmation of the new King (B. Confirmation. 19. & 20.) yet B. seems that the grant of a thing which lies in grant, is good clearly, without these words, for him and his heires; But of warranty, covenant, Annuity, or the like, there he ought to make it for him and his heires. 33. H. 8. B. Confirmation. 19.

Conscience.

If a man buyes land, and the vendor executes an estate to the vendee, Habendum sibi imperpetuum, without words of heires, where the intent of the bargain is to pass a sejus simple, and the vender upon request refuses to make other assurance, there lies a writ of Subpæna. 32. H. 8. B. Conscience 25.

Audely, Chancellor of England held clearly that if a man fell his land before the Statute of Uses, this shall
Conscience.

... shall change the use of the fee simple. And the same Law of a sale by Indenture, by the Statute of 27. H. 8. without words heires. Time H. 8. B. Conscience. 25. the end.

Continuances.

Note, that in the common recoveries by suffrance, for assurances, the Tenant tenders issue, the demandant may imparle to a day in the same terme, and then the Tenant is demandant, and retracts, and judgement is given for the demand: against him, and after the Tenant over in value upon the vouchee, &c. Regular. 22. H. 7. B. Continuances 69.

Contract.

A man sells a lease of land, and certain cloth for 10l. the contract is intire, and if the one of these were by defeasible Title, yet the vendor shall have the intire summe, though the one part were devested from the vendee, for contract cannot be severed. 24. H. 8. B. Contract. 35.

If a man be indebted to me upon contract, and after makes to me, an obligation for the same debt, the contract by this is determined, for in debt upon the contract, tis a good plea, that he hath an obligation for the same debt. So if the obligation be made for parcel of the contract, which is intire. 3. H. 4. 17. But if a stranger makes an obligation to me, for the same debt, yet the contract remains, because that tis by another person, and both are now debtors. 29 H. 8. B. Contract 29.

Corone,
Corone, Crown.

Note, if a felon hath a pardon to plead, and pleads not guilty, he shall lose the advantage of his pardon, and shall not plead it after. 18 H. 8. B. Corone. 199.

Note, that at the Sessions at Newgate, a man was judged to be hanged, and delivered to the Sheriff to make execution, and after escapes, and flees to the Church: and had the privilege of it. 22. H. 8. B. Corone. 110. the end.

Note, twas holden by all in the house of Parliament, that if a man kill one who is attainted by Premunire, this is no felony, for he is out of the protection of the King, which is, as if he were out of the Kingdom, and power of the King. Otherwise of him who is attainted of felony, and judged to death, the killing of him is felony. 24. H. 8. B. Corone. 196.

Tis said, where a woman is arraigned, and adjudged to be hanged, or burnt, according to the Crime, and because she is with child, Execution is repented untill she be delivered, and now she is with child again, because that once execution was spared for the same cause, now execution shall be commanded to be done: and the Gaoler shall not be punished. 28. H. 8. B. Corone. 97.

A man steals goods in one County, and flees with them into another, he may be indicted, or appealed in any of the Counties, for his felony in every of the Counties, for felony alters not the property. 34. H. 8. B. Corone. 170.

Note, that if 12 come for to do robbery, affray, riot, or the like, which are unlawful acts, one of them enters into the house, and kills a man, or doth other

A man pleads
M. 3. M. r.
cont. 11. H. 4.
41. by Huls & Firwith accord.
St. 34. C. fee 9.
E. 4. 28. by Neele.

St. 13. D. See Coke upon Lit.
S. D. S. 134.
35. H. 6. 58.
St. 13. C.
St. 198. C. 23.
Aff. 2.

12. Aff. 11.

4. H. 7. 5. by Frowick. B. Corone. 139.
St. 182. C.

98. See Coke.
Lib.
other unlawful act, all the others which came with him to do the unlawful act are principals. The same Law in the case of Fines Lord Dacres, one of his company killed a man in hunting in a Forrest, and the Lord Dacres and the other hunters, as Mantel, and others were principals, and were all hanged. 34. H. 8. B. Corone. 171.

A man shall not plead that the dead assaulted him, and in his own defence, &c. but not guilty in an appeal, and give it in evidence, and murder cannot be justified. See Tit. Appeal.

Note, by the Justices, that is felony to kill a man in Juisting, or where men play at sword and buckler, and the one kills the other, and the like notwithstanding the commandment of the King, for twas against Law. Time. H. 8 B. Corone. 228.

Note, by all the Justices, that if a man be indicted of felony, in the time of H. 8. the King dies, he shall be arraigned for it in the time of E. 6. But by some this indictment shall be removed by Cerciorari from the antient custos Rotulorum, and put to the new commissioners. i. E. 6. B. Corone. 177.

Note, that Indictments and Records, which are taken before Justices of Oyer and Terminer, and not determined before their commission be ended, these shall be put into the Kings Bench to arraign the parties there. S. by Cerciorari out of the Chancerie, which shall be to commissioners of Oyer and Terminer, and after shall be sent into the Kings Bench by Mittimas (B. Corone. 178. Oyer and Terminer. 2.) But indictments taken before Justices of Gaol delivery, and not determined, shall be delivered to the Clerk of the peace, or shall remain with the custos rotulorum of the County, where, &c. and when other Justices of Gaol delivery come...
come there, they may proceed upon them upon judgement of death, and this by Statute. And B. seems that they shall proceed by the equity of the words, to allowance of Clergy or Sanctuary; and the like. 1. E. 6. B. Corone. 178.

Note, that twas holden, that where a stable is near a house inheritable, as parcel of the house, and a man breaks it by night, to the intent to rob in it, tis felony, though he takes nothing, for tis burglary. 2 E. 6. B. Corone. 179.

Burglary shall not be judged, but where there is breaking of a house by night. And by the Justices, where the principal and accessory are arraigned, and the principal hath his Clergie, this shall not serve the accessory, but he shall be arraigned and hanged, where both are found guilty. 4. E. 6. B. Corone. 184.

A man is indicted as accessory to a felony, and acquitted, and after is indicted of the same felony, as principal, he shall be arraigned and hanged, notwithstanding the acquittal as accessory. And so was Thomas Knightly first indicted and arraigned as accessory of I. S. and acquitted, and after was indicted of the same murder as principal, and arraigned of it again. 4. E. 6. B. Corone. 185.

A woman took the Church for felony, and abjured the Kingdom. 6. E. 6. B. Corone. 213.

Note, that twas agreed by all the Justices at Sergeant’s Inn in Chancery Lane 25 Octob. 1556. as to the Trial of Treason, and misprision of Treason, that by the Statutes, 2 accusers or testes ought to be at the indictment, or the sayings and accusations in writing under their hands, or the testimony of others of the same accusation, which shall be read to the Jury at the indictment; and if the accusers are dead at
Corone, Crown.

at the time of the indictment, yet it suffices if the accusation be there testifying it, for then there were two accusers. But for any Treason de Anno 25. E. 3. there needs no accusers at the trial, because that 'tis enacted by the Statute of 2. M. 1. cap. 10. That all trials of Treasons, shall be by the order of the common Law onely, & non aliter. And the common trial by common Law, is by Jurie, and by witnesses, and by no accusers. And the same Law of Treason of coyning, that accusers need not at the arraignment, but at the indictment ut supra onely. But for all treasons done by the said Act of 2. M. 1. there ought to be witnesses, or accusers, as well at the indictment, as at the arraignment, according to an Article contained in the said Statute, in Fine. And for misprision of treason there ought to be witnesses, or accusers, as well upon the indictment, as upon the arraignment, by the Statute of 1. E. 6. cap. 12. the end, for the said Statute of 2. Mary, doth not restrain accusers at the trial, but only in cases of treason, and not for misprision. And twas agreed that petty treason ought to be tried as high treason, S. by accusers by indictment; But at the trial there needs not accusers, And at this resolution, were Sir William Portman chief Justice, Mr. Hare Master of the Rolls, Sir Robert Brook, Sir David Brook, Sir Humfrey Brown, Sir John Whiddon, Sir Edward Saunders, Sir William Stampsford, and Master Dalison, Justices, Dyer Serjeant, and Griffine, and Cordell Attorney and Soliciter. And twas agreed, that Counsellers who give evidence against Traytors, are not accusers. And by the Civill Law, accusers are as parties, and not witnesses, for witnesses ought to be indifferent, and not come till they are called, but accusers offer themselves to accuse, for tis a good challenge
Corone, Crown.

challenge to witnesses, to say, that he was one of his accusers. 4. M. i. B. Corone. 219.

'Twas said for Law, that a man cannot abjure for high treason. Quære of petty treason, for th' manifeis in a Chronicle in the time of H. 6. that a woman that killed her Mistrefis abjured the Realm.

5. M. i. B. Corone. 180. the end.

Mannings, and another were indicted of felony in the high way in the County of Bedford, for robbery of one Edward Keble Clerk with daggs, & the indictment and the body were removed into the Kings Bench, and there they were arraigned, and pleaded not guilty to the country, and were tried. But after a writ was sent with the body into the country with nisi prius to try them in the county of Bedford. And this is a common course, so to remove the body and the Record out of the Kings Bench to the country again. 4. M. i. B. Corone. 230.

A man takes Church, and the Coroner comes to him, and demands of him for what cause he does it, who said that he would be advised by 40. days before that he would declare his cause, the Coroner may draw him out presently; but if he will confess to him felony, he may remain there by 40 days, before that he abjures. Otherwise where he takes Sanctuary, as Westm. Knoll, and the like, for this may hold him for term of life, except in case where a Statute changes it (B. Corone 180. Sanctuary. 11.) But if he will abjure within the 40 days, the Coroner shall give him a certaine day to doe it. (B. Corone supra.) None shall take priviledg of the church, except that he be in danger of his life. (B. Corone. 181.) Nor none shall have the priviledg of Sanctuary except he be in periculo vitae. And note that
Corone, Crown.

that Sanctuary cannot have a lawful commencement, Nisi pro vita hominis, as for treason, felony, or the like; and not for debt, therefore where a grant, or prescription is to have Sanctuary for debt, 'tis worth nothing, for 'tis against the Law. But if his body were in execution, and he escapes, and comes to a Sanctuary ordained for safeguard of the life of a man, he shall enjoy it, for by long imprisonment his life may be in jeopardy. And if the church be suspended for bloodshed, yet he which takes the church for felony, shall enjoy it by 40 daies (B. Sanctuary supra.) There are two manner of Sanctuaries. 3. private, as Westminster Knoll, and the like. And general sanctuaries, as every church (B. Corone. 181. the end.) Abjuration for felony, discharges all felonies done before the abjuration. A man cannot abjure for petty larceny, but for such felonies for which he shall suffer death. Lecture B. Corone. 182.

Note, that these words (Quod pred. vitam & membros) in a Statute, are intended felony, without the word of felony in it. Regula (B. Corone. 203.)

Corporations.

Note, that the Justices of the common bench accords in case of a corporation, that known by the one and the other, in a suit by a name known, is no plea for the plaintiff, for he ought to acknowledge his proper name. But if the defendant be named by the plaintiff by a name known, though the defendant be corporate, it suffices. Yet Quære, if there be not a diversity betwixt an action real, and an action personal. 25. H. 8. B. Corporations. 82.

By Fitz. if the Abbot and Convent fel all the lands

See St. 6. C.

1. E. 4. 7.
Mark. accord.

21. H. 6. 4. by Newton. See
Corporations.

lands and the Abby, yet the Corporation remains Quære by B. of what he shall be Abbot, for there is no church nor monastery. And by him Quære if the Abbot die, if they S. the Covent, may chuse another, the house being dissolved. 32. H. 8. B. Corporations. 78. See Tit. Extinquishment.

The King makes a Duke or Earl, and gives to him 20. l. of land, or the like, by the same name, so that the creation and the grant, is all by one and the same patent, yet tis good. And the same Law of making a corporation and giving to them land by the same patent, and name. 2. E. 6. B. Corporations. 89.

Costes.

Note, by Spilman Justice, that at common Law, a man shall recover costs in a Quare impedit: but otherwise, after the Statute of Westm. 2. cap. 5. because the Statute gives great dammages in a Quare impedit. 22. H. 8. B. costes. 25.

Note, where an action penal is given by Statute, to recover a great summ by action of Debt for ingrossing, or the like, there the Plaintiff shall not recover costs nor dammages in this action of Debt. 35. H. 8. B. Dammages 200. costs 32.

Twas said, That if a Lessee brings Debt against his Lessee for years, for Rent, and the Plaintiff is nonsuit, or if the inquest pass against him, he shall render costs to the Defendant by the Stat. for a Lease for years rendring rent, is a contract. 2. M. 1. B. costs 23.

Covenant.

Where an assignee shall be charged with the Covenant of his Grantor. See Tit. Assignee.
Covenant.

Plea of Covenants perform generally, without shewing how, is no good plea. See Tit. conditions. Stat. 1. 8.
Tis said by the Justices, That a Writ of Covenant lies upon an Indenture, without this word Covenant and grant for him, his heirs and executors. 1 M. 1. B. covenant 38. the end.

Coverture.

Note, that a Statute Staple, nor Deed enrolled, shall not be accepted of a Fem Covert, by the Common Law: contrary, by the custom in London of a Deed enrolled; for this shall binde in London as a Fine at Common law, (B. coverture 59. 76. the end.) 19. H. 8. 19.
Nor a Fine, Statute, nor Deed enrolled, shall not be suffered by an Infant. 32. H. 8. B. coverture 59. the end. See Coke l. 19.
H. 8. Tit. Fines.

Count.

Precipe quod reddat against Tenant for life, who prays in aid of him in reversion, who appears gratis, and joyns in aid; and the Demandant counts de Novo against the Tenant, and the Pryee, and they vouch the common Voucher, and suffer recovery for assurance. And yet tis said, That the Praiee shall not have Oyer, but of the Count. Casus 22. H. 7. B. count 87.

Court Baron.

Twas said that the Lord of a Mannor cannot hold Court, nor do justice without two Suitors: and if they die, or if that there be but one suitors, the mannor is determined; for tis not a Mannor without Suitors. 23. H. 8. B. Court baron 22. the end. See 33. H. 8. Tit. Mannor.
If an under steward holds a Court Baron, and grants Copy-holds to the Tenants by Copy of Court Roll, without authority of the Lord, or high Steward, this is a good grant; for in plena curia. Contrary if he doth it out of Court, without such authority. Yet the high Steward may demesne customary land by copy out of Court by some. Quaere thereof by B. if he hath not a special authority from the Lord to demise. 2. E. 6. B. Court baron 22. Tenant by copie, 26.

Customs.

Information in the Exchequer against a Merchant for lading Wine in a strange Ship; the Defendant pleads the licence of the King made to I. S. to do it, which I. S. had granted his authority thereof to the Defendant & quod habetur consuetudo inter mercatores per totam Angliam: that one may assigne such a licence over to another, and that the assignee shall enjoy it, &c. to which twas demurred in law: and twas agreed for law, That a man cannot prescribe a custom per totam Angliam: for if it be per totam Angliam, this is the Common law, and not a Cusatom: contrary, if the custom had been pleaded to be in such a City or County, as Gavelkinde, Borrow-English, Glocest. Fee, and the like. 35. H. 8. B. Customes 59.

Dammages.

NOTE in Trespas local, That upon an inquest of Office to enquire of Dammages, the Court may abridge, or increase them. But otherwise upon the Principall, S. upon issue tryed betwixt party and
Dammages.

and party, (but there it may encrease costs.) For the party is at his attaint: but upon an Inquest of Office he cannot have an attaint. 34. H. 8. B. dam- mages 144. See Tit. costs.

Default.

If a woman be received in default of her husband, and after she makes default, judgement shall be given upon default of the husband; and no mention shall be made of the recit. Time H. 8. B. default 85.

Demurrer.

Inquisition found that I. S. held certain land of the King, ut de honore suo Gloucester, which is not in Capite, upon which process issued against W. S. who had intruded, &c. and to sue Livery: and because that this Tenure is not in capite, and therefore Livery not due; the party demurred upon the record; for tis no cause of Livery. And where a man declares upon a Statute, and recites it otherwise then tis, or pleads it otherwise then tis, the other may demur upon it; for no such Law if it be misconited. 32 H. 8. B. Demurrer in Law 25.

Denizen. See Tit. Alien.

Note, for Law, That where an Alien born comes into England, and brings his son with him who was born beyond Sea, and is an Alien as his Father is, there the King by his Letters patents cannot make the son Heir to his Father, nor to any other: for he cannot alter his law by his letters Pattents, nor otherwise, but by Parliament; for he cannot disinherit the right
right heir, nor disappoint the Lord of his escheat: and the son of an Alien, which son is born in England, he is English, and not an Alien, 36. H. 8. B. Denizen 9.

Deputie.

'Tis said that a Deputation of an Office which lies in grant, ought to be by Deed, and not by word, 28. H. 8. B. Deputy 17.

Detinue.

By Shelley and others, if a man meddle with goods, as by trover of them, he shall be thereof charged, though that he deliver them over before action brought, 32. H. 8. B. Detinue de biens 1. The end.

Debt.

Where Debt lies, and where a Scire facias? See Tit. Age.

Debt upon Indentures of Covenants: where the Defendant had Covenanted to do many things, and the Plaintiff the like, to do many other things, ad quas quidem conventiones perimplendas uterque obligatur alteri in one hundred pound, and the one breaks Covenant, by which the other brings Debt, and the Defendant pleads payment of ten pound to D. which was all to which he was bound: judgement if action, and no plea per curiam, because he did not shew thereof a Deed, where the Plaintiff declared upon the Indenture, which is a Deed. And yet otherwise in pleading of payment of Rent reserved upon a Leafe for years, made by Indentures: For there he
Debt.

he may levy it by distress, and therefore an averment may come in ure.

But otherwise where all rises by specialty, where it lies in payment. 25. H. 8. B. Debt 173.

Debt upon an obligation with Condition, where the condition is not broken, by which he is barred, he shall never sue this obligation again: for once barred est pro imperpetuo, 29. H. 8. B. Debt 174.

Administrator of a Lord brings an action of Debt for relief, which fell tempore intestati, and the Defendant pleaded in Bar, and traversed the Tenure, and so at issue. See Coke l. & his Lit.

And therefore B. seems that the action lies clearly for him: for the Defendant did not demur: so if it be brought by an Executor of the Lord for relief due to the Testator, Rot. 529: in the Common Bench. 9. H. 61. 13. by Rolfe.


Devise.

Note, that a Fem Covert with assent and will of her husband, may make her Testament, and devise the goods of her Husband, yet if the Husband prohibit the probat of the Testament of the Wife after her death, then all is void: For the husband may countermand it: B. devise 34. the end. Testament 21. the end.

And a Devise by the husband to his Wife is good, though they are one and the same person in the Law; for the devise takes not effect till after the death of the husband, and then they are not one person, 24. H. 8. B. Devise 34.

Twas agreed by all, that if a man wills that I. S. shall have in his Land in date after the death of his Wife, and dies, now the wife of the Deviser by these words

H H

The same case 34. H. 8. at S. Albans.

Lit. 37. N. B. 86.

words shall have the Land for her life, by reason of the intent of the Will. 29. H. 8. B. devise 48.

Note. That in London a man may Devise by Testament to a common person, though the Testament be not enrolled, but if he Devises in Mortmain he ought to be a Citizen, and a Freeman resident: and the Testament ought to be enrolled at the next Husting. 30. H. 8. B. devise 28.

A man Devises to two & hereditas eorum, and dies; and after one of the Devisees dies, and the other survives, he shall not have the intent by Survivor, but only a moiety; for this was the intent of the Devisor: by Audley Chancellor of England, B. devise 29. and by B. there the end. If one devise to another in feodo simplici, the devisee hath a Fee simple. 30. H. 8.

A man wills that his land Devisable shall be sold by his Executors, and makes four Executors, and dies, all the Executors ought to sell, for the trust is put joyntly in them. Quære, for B. seems, That if one or two die, that the three or two which survive, may sell; for there is the plural number, Executors: and death is the act of God (B. Devise 31.) and by him where such will is made, and some of the Executors refuse, and the other prove the Testament, those, or he which proves the Testament may sell by the Statute, (B. devise 29. 31.) where it is expressed that twas doubted at Common Law, if the sale by one executor were good, or not (B. Devise 31.)

And by some, where a man wills that the Land shall be sold post mortem I. S. by his Executors, and makes four Executors, and dies, and after two of the Executors dies, and after I. S. dies, there the two Executors that survive may sell, for the time is not come till now, 30. H. 8. B. Devise 31.

Twas
Devise.

Twas said that Baldwin, Shelley, and Montague, Justices, determined for Law, That where a man hath Feoffees to his use before the Statute of uses made 27. H. 8. and after the same Statute; and also after the Statute of 32. H. 8. of Wills, he wills that his Feoffees shall make an estate to W. N. and his heirs of his body, and dies, that this is a good Will and devise ratione intentionis, &c. 38. H. 8. B. Devise 48. the end.

If a man devises his land to be sold by his Executors, and dies, the heir enters, and after is desised, yet the Executors may sell, and the Vendee may enter, B. Devise 36. Entre congeable. 134. the same Law if the heir suffer a Recovery or levies a Fine. And the same law by some, where a man desises the heir, & dies seized, and his heir enters, the Executors shall sell, and by the vendee may enter; for he hath no right, nor no action is given to him: for he hath but a Title of entry by the sale, and therefore he may enter, for otherwise he hath not any remedy, by Hales Justice 1. E. 6. B. Devise 36.

Agreed for good Law, that the occupation of a Chattel may be devised by way of Remainder, but if the thing it self were devised to use, the Remainder is void; for a gift or devise of a Chattel for an hour, is for ever; and the donee, or devisee may give, sel, and dispose it, & the remainder depending upon it, is void, Time H. 8. B. Devise 13. the middle. Where a man devises that W. O. shall have the occupation of his plate for term of his life, and if he dies, that it shall remain to I. S. this is a good remainder: For the first hath but the occupation, & the other after him shall have the property, 2. E. 6. B. Devise 13. the end. Note if a man hath issue 3. sons, and devises his Lands: S. one part to the
the two of his Sons in Tail, and another part to the third Son in Tail, and that none of them shall any part, but that every one shall be heir to the other, & dies, that in this case if one dies without issue his part shall not revert to the eldest Son; but shall remain to the other Son: for these words (That every one shall be heir to the other) implies a Remainder; because that tis a Will, which shall be intended and adjudged according to the intent of the Deviseor. 7. E. 6. B. devise 38. Done 44.

A man devises his Land to another, for to give, sell, or to do with it at his pleasure; this is a Free simple: for his intent shall be taken to give a Free simple. 7. E. 6. B. Devise 38.

Note, by Bromley Chief Justice, and others; where a man devises his land to a stranger for Term of years, the Remainder to his Son in Fee, and dies; the Son may waive the Devise, and claim by descent, and yet he shall not avoid the Term: No more then where a man Leases for years, and dies, the Lease is good: and yet the dying Seised is good also to toll the entry, B. devise 41. And B. seems where the Father devises to his Son and heir in Fee, that the Heir may waive the Devise, and take himself to the descent, (B. Descent 4.) Contrary, where the Father Devises to his Son in Tail, the remainder to a stranger in Fee, there the Heir shall not claim in Fee, nor waive the Devise, for the loss and prejudice of him in remainder in Fee. 2. M. 1. B. Devise 41.

Tenant in Tail of Land Devisable, discontinues in Fee, and retakes in Fee, and Devises to a stranger in Fee, and dies, the Issue in Tail is remitted; for nothing is descended to him by reason of the Devise, which Tolls the descent, except that the Devisee waives it. 4. M. 1. B. Devise 49. Remitter 52.

Divorce.
Divorce.

What divorce may Bastardize the issue? what not? See Title Bastardie.

Note, for Law, That where the husband and wife are divorced where she is an Inheritrix; yet mean acts executed shall not be reversed by the divorce; as wafe, receit of Rents, taking of Ward, presentment to a Benefice, gift of goods of the wife; otherwise of inheritance, as if the husband had discontinued, or charged the land of his wife, cui ante Divorcium lies. The same of a release of the husband, or Manumission of villains, or the like. And if the husband and wife purchase joynently, and are disseised, the husband releases, and after are divorced, the wife shall have the Moytie, though there were not Moyties before the divorce; for the divorce converts it into Moyties. 32. H. 8. B. Deraingment 18.

Discent.

If Land be given for Term of life, the Remainder to the right heirs of W. N. which W. N. is attainted of Felony, and dies, and after the Tenant for life dies, the Remainder shall not take effect, nor none shall have the Land; for he hath not heir ratione attineturae. And though all be a name of purchase, yet none can take it, but he which is heir, (B. Discent 59. Done 42.) And where Land in Gavelkinde is given to one for life, or in tail, the Remainder to the right heirs of W. N. who hath issue 4. sons and dies, and after the Tenant for life, or the Donee dies, the eldest son shall have the land, for he is right heir.
heir at Common Law, & this is a name of purchase, which shall be ordered by the Common Law.

But otherwise of descents to heires in Gavilkinde, for then it shall goe to all the sons. 37. H. 8. B. Descents, & Done. 42. Nosme. 6.

Note, that Sir John Hussey Knight, enseoffed certain persons in fee to the use of Anne his wife, for terme of her life, and after to the use of the heirs males of his body, and for default of such issue, to the use of the heires males of the body of Sir William Hussey his father, and for default of such issue, to the use of his right heires, and after had issue William Hussey the elder; and after Sir John was attainted of Treason. 29. H. 8. and put to execution, and after Anne died, and the said William Hussey the son prayed an Oyster l'main of the King. And by Whorewood the Kings Attorney he shall have it, for this name heires males of the body, is but a name of purchase, and Sir W. H. shall not have it as heir to Sir John, but as purchaser. (B. Nosme. 1. Livery 1. Descent. 1.) As if land is given to a man and his heires males of his body, and he hath issue 2 sons, the eldest hath issue a daughter, and the father, and the eldest son dies, the younger brother shall have the land, and yet he is not heir to his father. And the same Law where land is given to a man, and to his heirs females of his body, and he hath a son and daughter, and dies, the daughter shall have the land, and not the son. (B. Nosme. 1. 40.) And so where Tenant in tail is attainted of Treason before the Statute of 26. H. 8. his son shall have the land, for he doth not claim onely as heir, but by the Statute and per formam doni (B. Nosme. 1.) Yet some were of a contrary opinion, and took a Diversity, where the gift is to the father himself, and where tis to the heires
Discent.

heires of his body by remainder (B. Nosme. 1. & 40.)
And therefore in 9. H. 6. if lands are given for term of life, the remainder to the heires females of the body of I. S. who is dead, and hath issiue a son and daughter, and after the Tenant for life dies, the daughter shal not have the land, for she is not heir: for by Hare Master of the Rolls an antient apprentice, there is a difference betwixt a gift in possession to a man and his heires females, &c. and a gift to a stranger, the remainder to the heirs females of another, for there he ought to be heir indeed when the remainder falls, or otherwise the rem' is void for ever. (B. Done. 61.) for though that the cafe holds place in the two cafes put by Whorewood, this is because that the gift was once vested which was in the father, and therefore good law there, otherwise in the principall cafe, where the rem'. is not vested. Yet by some the opinion of Whorewood is the better, for where land is given to a man and his wife for term of life, the rem' to the heires males of the body of the man, this remainder cannot be vested in the life of the wife, for tis not a tail in the man, by reason of the estate of the wife; yet, if he hath issiue 2 sons, and the eldest hath issiue a daughter and dies, the father and mother dies, the younger son shal have the land, as heir male, and yet he is not heir indeed; The same Law, if such gift were, the rem' to the heires females of the body of the man, who hath a son and daughter and dies, the daughter shal have the land though she is not heir; The same Law where land is given to W. N. for life, the remainder to I. S. for life, the remainder to the heires males of the body of the said W. N. who hath 2 sons, the eldest hath issiue a daughter and dies, W. N. and I. S. die, the younger son shall have the land as heir male,
male, yet he is not heir indeed, but his Neece is heir to his father; for tis not matter of the first vesting, nor of the remainder, for where the first estate for term of life is executed, the remainder over ut supra, the remainder may depend in abeyance quousque, &c. ut supra. But otherwise of a remainder to the right heires, for none can have that, but he which shall be heir indeed. (B. Nofsme. 40.) and therefore twas agreed, that the 2 remainders to the right heires of Sir John Hussy was forfeited by the attainder. 37. H. 8. B. Nofsme.

If land descends to the daughter within age, and after she is dissised, the disselsor dies and his heir enters, and after a son is born, he born shal avoid the descent, for he claims not as heir to his sister, nor was he in esse at the time of the descent. Lecture. B. Discen. 40.

Discontinuance of Possession.

Recovery against Tenant in tail, the reversion or remainder in the King in fee, shall binde the Tenant in tail, and the issue in tail, but not the King. But now by the Statute it shall not binde the issue in tail, but that he may enter. 32. H. 8. B. Discontinuance of possession. 32.

Note, that twas agreed in the case betwixt the King and Anthony Lee Knight, if the King Tenant in tail of the gift of another makes a lease for years, or for life, and hath issue and dies, the issue may make another grant without reciting them; for they are void by the death of the King Tenant in tail, who granted, and the heir of the King shall avoid it, so that this shall not binde but during the life of the grantor, for a grant without warranty or livery, is no discontinuance,
Discontinuance of Possession. 67

discontinuance, and the King upon his grant doth not make livery. And also every discontinuance is a wrong, which the King cannot do; the same law if he had granted in fee, tis no discontinuance; (B. Patents. 101. Discontinuance of Possession. 35. Tail. 39. leaves 61.) And so see that the King may be Tenant in tail, for when a man gives to the King in tail, he cannot have a greater estate then the donor will depart with to him. 38. H. 8. B. Tail. 39.

Release no Discontinuance.

See Tit. Releases.

Discontinuance of Proces.

Note, that a Discontinuance puts the party to a new original, but where the Parol is without day, this may be revived by a re-summons or re-attachment, for the original remains. Regulae. B. Discontinuance of proces. 43.

Dimes, Tythes.

Twas said that if a Parson demise his Glebe to a lay man, there he shall pay Tythes; contrary of the Parson himself, that reserves them in his proper hands. And that land first discharged of Tythes, shall be ever discharged of them. Yet if he which hath purchased a Mannor and Rectory, which is discharged of Tythes, leaves part of his demeanes, the lessor shall have Tythes of that, because that he hath the Parsonage. 32. H. 8. B. Dimes 17.
Diffeisior.


Diffeisior.

Twas said for Law, if A. leases the land of I. N. to me for years, rendring rent, the lessee enters, and payes the rent to the lessor, the lessor is a diffesior, for countervails a commandment to enter, and he which commands is a diffesior, which note by his void lease. 23. H. 8. B. Diffeis'. 77.

Distres.

Where land shall be charged with 2 distresses by Dower of part, and so of partition. See Tit. Avoury.

Note, for Law, that he which disstrains beasts may put them into a close house, if he will feed them; for the distress in pound overt, is but to the intent, that the owner may feed them. 33. H. 8. B. Distres'. 66.

Twas agreed for Law by the Justices, that if a man disstrains without cause, the owner may make rescous, but if he impounds them, the owner cannot justifie the breaking of the pound, and taking them out, for they are in Custodia Legis. 4. E. 6. B. Distres'. 74. Rescous. 12. the end.

Done, Gift.

Devissee for life of a Chattell, the remainder over, he for life gives the Chattell, whether this shall barr the remainder. See Tit. Chattells.

Tis said for Law, that if a man gives omnia terras et tenementa sua in D by this leases for years do not pass, for these words lands and tenements shall be intended free-hold at least. 37. H. 8. B. Done. 41.

The
Done, Gift.

The difference betwixt a gift in Remainder, Hereditibus masculis de corpore & rebus Hereditibus. See Tit. Difcent.

Twas granted by Shelley Justice, and others, that if the King give a Chattell without deed, and the donee takes it by his commandment, tis good. 2. E. 6. B. Done. 16 the middle.

If a man gives or grants omnia bona sua, leafes for years, nor award, shall not pass, for they are Chattels reals. And B. seems that a grant of Prox' present. Ecclesiae unica vice is a Chattell, & non bona, for bona are goods moveable, living and dead, but not Chattels. 4. E. 6. B. Grants. 51. Done. 43.

Dower.

A woman shall not be endowed of a rent reserved upon a lease of her husband for term of life, for the rent is not an inheritance, and tis determinable upon the death of the Lessor, and yet the heir shall have it, for tis incident to the reversion. And where a man seised in fee, leafes for years rendering rent, and afterwards takes wife and dies, the wife shall have dower of the land, but shall not have execution during the term of years, for elder title, &c. and she cannot be inwowed of the rent for the cause aforesaid. 1. E. 6. B. Dower. 89.

Note, by the Justices, by the Statute where a man makes his wife joyned purchaser with him after the coverture, of any estate of free-hold, except it be to him and his wife, and their heires in fee simple, this is barr of Dower, if she agree to the joyntrure post mortem viri, otherwife of fee simple, for such joyntrure is not spoken in the Statute. Nor a devise of land by the husband to the wife by testament, is no barr to
70

Dower.
to Dower, for this is a benevolence, and not a joyn-

Dum non fuit compos mentis.

Note, that if a Judge or Justice be of non sane memory, yet the Fines, Judgements, & other records which are before him, shalbe good. But otherwise of the gift of an office or the like by him; for this is matter in fact, and the others are matters of record; for matters in fact may be avoided by non sane memory, otherwise of matter of record. 1. M. i. B. Dum non fuit compos mentis. 7.

Ejectione Custod.

T WAS said that a man shall have a Writ de Ejectione custodie of a rent, and this before selfin of it; for selfin in Law shall be thereof ad-
judged, by reason that he cannot receive it before the rent day. Yet otherwise of land, for there he may enter. 23. H. 8. B. Quare ejectit infra termi-
num. 5.

Enquest.

Note, betwixt the King and the Bishop of Rochester for Treason, the Bishop shall not have Knights in his Jury, where Knights ought to be returned, when a Peer of the Realm, as a Bishop, and the like, is party, yet quære, if it were challenged. 27. H. 8. B. Enquest. 100.

Twas
Enquest.

Twas held in the common Bench by the Prothonotaries, if a protestion be cast at the day of nisi prius, and the Justices take the jury de bene esse, and at the day in bank, the protestion is allowed, now though the first taking is void, yet the Inquest shall not be recharged by resummons, for when the Inquest is once sworn, and give veridif, they shall never be sworn again upon this issue. 2. M. 1. B. Enquest 86.

Entre congeable: lawfull Entry.

Tenant for term of life aliens to B. to have to him and his heires for term of life, of Tenant for term of life, this is no forfeiture, for all is but the limitation of the estate. B. Forfeiture of lands. 87.) And if Tenant for term of life suffers a recovery, he in reversion cannot enter, but is put to his Writ of Entrie, ad terminum qui preteriit, or Writ of Right, and shall falsifie the recovery in it, if he hath cause. (And if he will have it sure, the Tenant for life ought to pray in aid of him in reversion, and if he joynes in aid, and both vouch over, then well upon recovery had, &c. as betwixt Corbet and Clifford in the Countie of Buck this year.) But if Tenant for life be imploed, and prays in aid of a stranger, he in reversion may enter, for this is a forfeiture. But if he doth not enter till the other hath recovered, then he cannot enter, but is put to his writ of Entrie, ad terminum qui preteriit, vel ingres. ad communem legem, and shall falsifie the recovery there. 24. H. 8. B. Entrecongeable. 115. Fauxisier. 44. Forfeiture of Lands. 87. the end.


Entre congeable, lawfull entry.

dies, the Feoffees cannot falsifie it in an affise by way of entry, but shall have a writ of entry, ad terminum qui preteriit, or a writ of right, and shall falsifie it by this action. (B. Entre congeable. 123. Fauxisier. 49.) And if he Leuies a fine with proclamation, and dies, if a stranger of his own head enters in name of the Feoffees, or to their use within the 5 years, this shall avoid the Fine though the Feoffees did not command him; for by this the freehold is in them till they disagree, or till another enters. 31. H. 8. B. Entre congeable. 123. the end.

Twas doubted, if a recovery had against cestuy que use in tail, shall binde the heire in tail. But by Hales Just: by such recovery the entry of the Feoffees seised to the use of the estate taile is taken away, but after the death cestuy que use, who suffered the recovery, the Feoffees may have a writ of right, or writ of entrie, ad terminum qui preteriit in the poft, or the like. And by some, there is no use in tail, but tis a fee simple conditional at the common Law, as twas of a tail before the Statute of W. 2. And this Statute makes not mention but of gifts in tail, which is tails in possession. And therfore quere, if the tail in use cannot be taken by the equity of it, yet twas doubted if the issues and the Feoffees shall be bound after the death of cestuy que use, who suffered the recovery, by reason of those words in the Statute of R. 3. which wills that the recovery shall be good against the vendor, and his heires, claiming only as heir, and against all others, claiming only to the use of the vendor and his heires, and this is intended by some of a fee simple, and in the case afore the issue in tail, claims as heir in tail in use. (B. Feoffements to uses. 56. the middle.) Yet see the Statute of 32. H. 8. that a Fine with proclamation levied,
Entre congeable, lawfull entry. 73

levied, or to be levied by Tenant in tail in possession, reversion, remainder, or in use, after proclamation had, shall binde those Tenants of those tails and their heires for ever. And see that the same Statute is as well pro temporibus preteritis, quam futuris. 30. H. 8. B. Feoffements to uses. 57. the end.

G. T. Knight seised in tail to him and the heires males of his body, discontinues, and retakes to him and E. his wife, and to the heires of their two bodies, and had issue, T. and W. and died, and after E. his wife survived, and T. had issue E. nuptam T. W. and died, and after W. by covin of E. his mother, Tenant in joynure, brings a Formedon upon the elder tail against his mother, and she appeared the first day, and W. recovered by Nihil dicit, and T. W. and E. his wife heir to G. enters by the Statute of 11. H. 7. and the entry adjudged lawfull by the same Statute, which wills such discontinuances, alienations, warranties, and recoveries shall be void (B. Entre congeable 140. Judgement. 153.) And it need not to say that the recovery was executed, for because twas void, it shall never be executed. And E. the heir averred that he is the same person to whom the reversion appertained, and shewed not how heir to it, and yet good by Molineux, and Hales Justices, contra Brown and Mountague chief Justice of the Common Bench. But all agreed that twas a recovery by covin, notwithstanding twas upon a true title. And good, notwithstanding he did not shew cause of covin. 32. H. 8. B. Entre congeable. 140. Collusion. 47.

Agreed for Law, that if land escheat to the King, which is in lease for years, or charged with a rent charge, and office is found for the King of the escheat (the lease or grant not found in the office) the leesee cannot enter, nor the Grantee cannot distress, but if
74. *Entre congeable, lawful entry.*

the King grant the land over, the lessee may enter, and the grantee may distrain. But a man which claims freehold in the land, cannot enter without traverse of the office, by *B. 33. H. 8. B. Entre congeable.* 124.

Note, that 'tis ruled in the Serjeants case, that where a common person leaves lands for years, rendring rent with a clause of reentry, and after grants the reversion over, the tenant atturms, the grantee may reenter for condition broken, by the Statute by express words. And the same Law of the grantees of the King. *E. 6.* and all others heires to King *H. 8.* by the equitie of the said Statute, which provides remedy for the patentees of the King. *H. 8.* And for grantees of common persons. *4. M. 1. B. Entre congeable.* 139.

'Twas said that where the interest of the King is certain and determined, the party may enter, quære by *B. Time. H. B. Reiser.* 36. the end.

**Error.**

'Twas said in the Kings Bench, where a writ of Error beares *tefse* before the first Judgement, and the Record is certified in the Bench, that 'tis good; and yet the Writ *faith, quod fi judiciu reddit. fit, tunc Record. & process. habeatis,* &c. *5. E. 6. B. Error.*

**Escape.**

Debt upon an Escape, against the Sheriffe, who said That before the Escape the Prisoner was condemned in the said condemnation, and in Execution, *ut in narratione,* in the time of a former Sheriffe, who suffered him to Escape, and after re-took and imprisoned him, and was removed, and this Defendant
**Escape.**

dant was made Sheriffe, and after suffered him to 
Escape; judgement is, Of this second Escape you 
ought to have your Action; and a good Plea; for he 
hath confessed and avoided the Plaine; for when the 
Prisoner first Escaped, and the first Sheriffe re-took 
and imprisoned him: This second Imprisonment is 
no Execution for the party, but the Party is put to 
his Action, for the Escape against the first Sheriffe, 

**Escheate.**

Foundership cannot Escheate by death without 
Heir, nor bee forfeited by attainder of Felony or 
Treason; for 'tis a thing annexed to the blood, which 
cannot be divided, as 'twas said after the augmentation 
Court took commencement; for a man who is 
Heir to another, cannot make another to be Heir, 
Time: H. 8. B. Corodies 5. the end.

Note, by Brown, Hales & Cooke, Justices; if 
there bee Lord and Tenant by Fealty and Rent, the 
Tenant is divisible and dies without Heir, the Lord 
accepts the Rent by the hands of the saidディfellor, 
yet hee may enter for the Escheate, or have a Writ 
of Escheate, and the receipt of the Rent no barre; 
for the Diffellor is in by wrong: Otherwise if he had 
allowed for it in a court of Record, or had taken 
corporall service, as Homage, &c. So of acceptance 
of Rent by the hands of the Heir of the Diffellor, 
or of his Feoffee, which are in by Title. 7 E. 

**Essoign.**

If the Tenant in a Præcipe quod redd: prays the 
view by Attorney; his Attorney shall beeESSOYED 
upon
upon the view: But if he himselfe prays the view in proper person; then per plures, none shall be Esoyined upon the view but the Tenant himself; for after Processe upon a Voucher, he himselfe shall bee Esoyined, and by consequence in like manner shall be upon the view. And note, That granting of an Esoyin, whereon Esoyin lyes not, is not error. Contrary of denying of Esoyin where it lyes, 33 H. 8. B. Esoine 116.

Estates.

The King gives Land to J. S. & heredibus masculis suis; and 'twas adjudged by all the Justices in the Exchequer Chamber, that the Grant is void; because the King is deceived in his Grant; for it sounds in Fee simple; whereas it seems the King intended but an estate tail, which is not so expressed; and therefore now he is but Tenant at will. Otherwise in case of a common person, 18 H. 8. B. Patents 104 Estates 84.

'Twas said for Law, That if a Feoffment bee made to W. N. during the life of J. S. these words (during the life of J. S.) &c. shall be void; for they are contrary to a Fee. Contrary of a Feoffment in Fee so long as Pauls Steeple shall stand, 21 H. 8. B. Estates 50.

A man gives Land to two & heredibus, and doth not say suis; This is no Fee-simple: And 'twas said that the reason is, because that two are named in the Deed; and therefore 'tis incertain to which of them heredibus shall bee referred. But if there were but one in the Deed, then it shall be referred to the one only. But in a Devise 'twas said by some, that the words afore are a Fee-simple. Contrary
Estates.

trary in a Gift and Feoffment; for the one shall be taken by intendment, the other not, 31 H. 8. B. Estates 4.

A man gives land to a Husband and Wife for terme of their Lives, & diutius eorum vivent. the remainder to the Heirs of their bodies, this is a taine executed, by reason of the immediate remainder, notwithstanding the words of the Statute, quod voluntas Donatoris in omnibus observetur, by all the Justices, 35 H. 8. B. Estates 78.

By opinion in the kings Bench, If a man deviseth his Land to W. N. solvend ten pound to his Executors, and dies, the Devisee hath a Fee-simple, by reason of the payment, without words, Heredibus, or in perpetuum, and this shall be intended the intent of the Devisor: The same Law if a man sell his Land to W. N. for twenty pound, this shall be intended a sale in Fee-simple, without words, Heirs, for Conscience &c. & est equum & bonum, which is a ground in every Law, 4 Ed. 6. B. Estates 78.

Estoppell.

If a man hath Liberties, Rent, Common, or the like, by prescription, and after takes a grant thereof of the King by Patent, or of another by Deede, this determines his prescription by conclusion (B. Prescription. 102. Estoppell 210.) for Writing shall determine Contrads and matter in Fait, 33 H. 8. B. Prescrip. 102.

'Twas agreed that stranger to a Fine or Recovery, shall not pleade it for Estoppell; contra, If hee claim the same Land under the Fine or Record, by those which were parties, or claims the same Estate, or part of it, and that this estate continues, for
for then he is privy in the Per. 36. H. 8. B. Estoppel 216. the end.

If two joyn-Tenants are which hold of the King in chiefe, and the one releases to the other in Fee, and after both resbit Homage in the Exchequer; by this, he which releaseth hath gained the moity by conclusion, as it shall be where two joyn in suite of livery out of the hands of the King, where the one hath nothing, by the opinion of some: And the same of Partition by two, where the one hath nothing, 37 H. 8. B. Estoppel 218.

Note that a man which Leases by Deede poll for yeeres, or by Parol, may avoid this Lease to say, That hee had nothing in the Land, tempore dimissionis: Contrary, Upon a Lease by Indenture, for this is an Estoppel 38. H. 8. B. Estoppel 8.

If a man Indicted of Extortion, or Trespaße, puts himself upon the grace of the King, and makes a Fine, and after the party sues him for it, by Bill or Writ, and he pleads Not Guilty, hee shall have the Plea, and the making the Fine to the King shall not estop him; for there the Entry is, quod petit se admittit per Finem, and doth not confesse it precisely, and therefore no Estoppel: Yet B seemes to make the Fine by protestation that hee is not guilty, and then 'tis all cleere, Time. H. 8. Estoppel 82.

A man pleads a Pardon of the King, in the Exchequer, for alienation, without Licenſe, where the Land is not holden of the King in capite: This is an Estoppel, to him to say after that, Hee doth not hold in capite, 7 Ed. 6. B. Estoppel 222.

By Hales and Montague, If a man Leases to N. his own Land, by Deed intended; the Indenture is no Estoppel, but during the Leafe; and not after, Casus B. Estoppel 221.
Estranger.

A. is bound to B. in a 100. i. and B. makes a Defeance to W. S. That if W. S. payes 40. i. that the Obligation shall be void. This is worth nothing per opinionem; because that A. that should plead it, is a Stranger to the Deed: But where two are bound to me, and I make a Defeance to one; this shall serve the other to plead, if he can shew it: as in Trespass against two, a release to one shall serve the other, if he can shew it. 34 H. 8. B. Estranger al fai 21.

Estray.

If a man takes Beasts as an Estray, and keeps them three quarters of a yeer, and after they stray from him, and another happens on them; the first Lord which kept them for three quarters, cannot take them again, because that he had no property in them till hee had kept them a yeer and a day, and Proclamation passed in the two next Market Towns, and two Market dayes, the one in the one Town, and the other in the other; for the possession of the second Seizor is good against him who hath no property. 33 H. 8. B. Estray 11.

Executions.

Note, by Fitz. and the Court, If a man recover in a Writ of Annuity, he shall have a Fieri facias of the Arrearages incurred within the yeer, and a Scire fac. after, as soon as the Annuity is Arrear, and never a Writ of Annuity again; for 'tis executory,
Executions.

tory, and the same Law of an Action, and Judgement upon composition, which is executory de tempore in tempus, and the like. And in every Scire fac. in which he recovers after the first Judgement, he shall have execution of the Arrearages within the year, by Fieri fac. for every one is founded upon the Judgement, 23 H. 8. B. Executions 119. Scire fac. 213.

By the whole Court in the Common-Bench, if two are bound in an Obligation conjunctim & divisim, the Obligee impleads the one, and hath execution of his body; and after impleads the other, and condemns him, hee may have execution against him also; for the taking of the body is a good execution, but 'tis no satisfaction; and therefore hee may take the other also. But if the one satisfy the Plaintiff, hee shall not have execution after; and therefore this Order, That the Plaintiff upon an Obligation shall have but one execution, is intended such execution which is a satisfaction, and where both are impleaded by one originall, by severall Precipes, &c. 29 H. 8. B. Execution 132.

Scire fac. upon recovery of Debt and Damages; the Defendant said, that once the Plaintiff sued a Capias ad satisfaciend. by which the Sheriff had took his body, Judgement, &c. And there 'tis said, That a Capias ad satisfaciend. is not of Record before the return of it; therefore no Plea: Yet B. seems the Plea good by the taking of the Body, though no Writ bee returned, 37 H. 8. B. Executions 6.

Executors.

'Twas noted by Fitz. and others, That in an Action of Debt against an Executor, 34 H. 6 upon an
an Obligation of his Testators, who pleaded not his Deed, and found against him, the Judgement by the Record was, That the Plaintiff should recover of the Dead, if he hath any; and for that, the book at large, fol. 24. is reported further in these words; and if he have not, then de bonis proprijs, which words are not in the Record; 'Twas comanded by them to mend the Book; for 'tis contrary to the Record, and so mis-reported, 23 H. 8. B. Executors 22.

A man makes two Executors, and dies; the one Executor makes an Executor, and the other survives, and dies intestate; the Executor of the Executor shall not meddle; for the power of his Testator was determined by his death, and by the survivor of the other; so that now the Ordinary shall commit the Administration of the goods of the Executor which survived, & de bonis non Administratis of the first Testator, 32 H. 8. B. Executors 149.

A man makes A. and B. his Executors, and wills that B. shall not meddle during the life of A. and good; for he doth not restrain his entire power; for he may make one Executor of his goods in C. and another Executor of his goods in D. and so he may divide the time ut supra, 32 H. 8. B. Executors 155.

A man hath a Lease for yeers as Executor B. and after purchases the reversion of the Land in fee, the Lease is extint. But yet the Lease shall be against the Executor assets by Whorewood and Hales Justices. (B. Extinguishment 54. Leases 63. Surrender 52.) And if it shall bee extint, B. seems to be a devastavit ad ultim. 4 E. 6 B. Extinguishment 57. the end.

Exposition.
Exposition.

The several exposition of infra terminum 10. annorum & infra terminum predict. See Tit. Conditions.

Extinguishment.

If the Abbot and Convent give all their Lands and Possessions to another in fee, yet the corporation remains by Fitz. Justice, 20 H. 8. B. Extinguishment 35.

Lord and Tenant; the Tenant is attainted of Treason by Act of Parliament, and to forfeit all his Lands; and after he is pardoned, and restored, by another Parliament, habend. fíbi & hereditibus, as if no such attainder, nor former Act had been. Or if the Heir of him who was attainted, be restored by Parliament in such form; now the Seigniory which was extinguished, is revived, and he shall hold of the common person as before; and yet once the tenure was extinct by the forfeiture of the Land to the King, 31 H. 8. B. Extinguishment 47. Revivings 8. Tenures 70.

Lord and Tenant; The Tenant holds by third three Acres of Land, the Tenant infeoffs the Lord in fee, of one Acre; the Seigniory is extinct for the third part, and remains for the other two parts; but if the Tenant had let to the Lord one Acre for yeers, there the Seigniory is suspended in the whole, during the term; for the Seigniory may be extinct in part, but not suspended in part, but for the intire, 32 H. 8. B. Extinguishment 48.

Where a Condition shall not be apportioned, but extinct, See Tit. Conditions.
A man hath a Lease for years as Executor B. and after purchases the reversion of the Land in fee, the Lease is extinct; but yet the Lease shall be against the Executor assizes, by Wborwood and Hales Justices. (B. Extinguishment 54. Leases 63. Surrender 52.) And if it shall be extinct, B. seems to be a deoqatavit ad ultimum, Extinguishment 57 the end. But where he hath it as Executor, & there is a mean Lease in reversion for years, and he purchases the reversion in fee; the first Lease remains by reason of the mean remainder. (B. Leases 63.) And by Hales, if a man Leases to another for ten years, and after Leases the same Land to another for twenty years; the first Leasee purchases the reversion in fee; yet the first Lease is not extinct, because that the second Lease, which is for twenty years, is mean betwixt the first Lease and the Fee simple, which is an impediment of the extinguishment, 4. E. 6. Extinguishment 57.

Where an Action by Entry and Feoffment shall be extinguished, See Tit. Restor. al primer action.

Faits, Deeds.

Note, If an Action be sued upon a Deed, bearing date at Cane in Normandy, 5 Dat. apud Cane, &c. That the Plaintiff shall count that the Deed was made at Cane in Com. Kent, and good; for the place is not traversable (B. Faits 95. the end) And also where in truth it was written in Cane, 'tis suitable in England, where it beares date at large, and at no place certaine: But if it be
(dat. apud Cane in Normandy, &c.) quære If the

Note, That 'twas agreed by the Justices, that
this clause which comes after these words, In cujus
rei, &c. Sigillum apposui, &c. is not any part of the
Deede, though 'twere written before the sealing and
delivery, i. M. 1. B. Faits 72.

Faits inroll : Deeds inrolled.

Note, That a Deed of Husband and Wife shall
not be inrolled in the common Bench, except for the
Husband only, and not for the Wife; by reason of
coverture: Nor she shall not be bound with her
Husband in a Statute-Marchant, nor the like: But
if they make a Deed inrolled of Land in London,
and acknowledge it before the Recorder and an
Alderman, and the Wife examined; this shall binde
as a Fine at common-Law, by their custome, and
not only as a Deede, and it suffiseth without Livery

A man infeoffs the King by Deede, and makes
Livery; this is worth nothing, for the King shall
not take but by matter of record: But if he inroll
the Deed, then 'tis good to the King without Livery,
for the King takes not by Livery, 29 H. 8. B. Faits
inroll. 16. Feaaffments 69.

Note, by the Justices, That where two joyn-
Tenants are, the one aliens all his Lands and Tenen-
ments in D. after the Statute of Inrollsments, and
before the Inrollment the other joyn-Tenant dies,
so that his moitie survives to the Vendor, and after
theVendor, within the halfe yeere, inrolls the
Deede; yet nothing passes but the Moitie, for the
Inrollment hath relation to the making and delivery
of
of the Deede, so that it shall give nothing but that which was sold by it at the time of delivery of the Deede: And by more Justices, Where a man sells his Land by Deede Indented to one, and after hee sells it by another Indenture to another, and the last Deede is first Inrolled, and after the first Deed is Inrolled, within the halfe yeere, there the first Vendee shall have the Land, for it hath relation to make it the Deed of the Vendor, and to passe the Land ab deliberatione fatti; for the Statute is, That a Freehold, nor use of it shall not passe, nor change from one to another by bargain and sale only, except it bee by Deed Indented and Inrolled within the halfe yeere; Ergo, if it bee by Deede Indented and Inrolled within the halfe yeere it shall passe as the use might passe at common-Law, by sale of the Land which was presently upon the sale, 6 E. 6. B. Faits Inroll. 9.

**Fauxisier, Falsefying.**

Where he in reversion shall falsifie a recovery had against Tenant for term of life, where not, See Tit. Entre Congeable.

Where the Feoffees may falsifie a recovery suffered by Ceсть que use in tayl; where not, See Tit. Entre Congeable.

'Twas holden that an attaind shall goe with the Land, as a Writ of Error shall, Time. H. 8. B. Fitz. 21. L. Fauxisier 50. the end.

**Faux Imprisonment, false Imprisonment.**

'Tis said, That a man, as Constable, cannot Arrest another for an Affray, after that the affray is past, without Warrant: contrary, before the Affray,
86  **Faux Imprisonment.**

Affray, and in the time of the Affray &c. And the
same Law of a Justice of Peace, 38 H. 8. B. Faux
Imprisonment 6. the end.

**Faux Judgement, False Judgement.**

Note, by Fitz. for cleer Law, That in a Writ of
false Judgement *in nullo est erratum* is no Plea; for
they joyn issue upon some matter *in fait* certain
alleged by the party, and shall bee tryed by the
Country; for 'tis no Record, contra, in Error, 23 H.

**Fealtie.**

Note, in the Chequer, That if Land descend to
me, which is holden of f. S. by homage, and I doe
to him homage; and after other Land descends to
me by another Ancestor, holden of him by homage,
I shall doe fealty, but not homage again; for I be-
came to him his man before. And if both the
Tenements are holden of the King by homage, he
shall not repit both the homages in the Exchequer;
but one homage only, 24 H. 8. B. Fealty 8.

Note, in the Exchequer, That a Dean and Chap-
ter, and other bodies politique, shall nor doe homage;
for this shall be done in person: And a Corporation
cannot appear in person, but by Attorney; and
homage cannot be done by Attorney, but only in

**Feoffments.**

A man makes a Feoffment of a house *cum perti-
mentiis*, nothing passes by these words *cum pertin.*
but the Garden, the Curtilage, and Close adjoyning
to
Feoffments.

to the house, and upon which the house is built, and no other Land, though other Land hath been occupied with the house, 23 H. 8. B. Feoffments 53.

Note, by Fitz james ch. Justice, Englefield Just., and divers others, where a Diffeizor makes a Feoffment for maintenance, and takes the profits, the Feoffment is void by the Stat. of 1 R. 2. ca. 9. as to a Stranger which shall have an Action, for he shall have it against the pernour of the profits; but 'tis not betwixt the Feoffor and the Feoffee. And also a man who vouches by such Feoffment, one of the Feoffees, the Demandant, shall counter-plead by the same Stat. because the Feoffment was void. And B. seems that such Feoffment shall not be a remitter in prejudice of a third person, 24 H. 8. B. Feoffments 19.

If a man makes a Feoffment to four, and the one of the four makes a letter of Attorney to J. N. for to take livery for him and his companions, who doth it accordingly; nothing passes, but to him who made the Letter of Attorney only, 27 H. 8. B. Feoffments 67.

'Twas said for Law, That if a man Leases Land for ten years, and the same Lejee lets it over to another for four years; the Lejor makes a Feoffment to a Stranger by sufferance of the second Lejee, this is a good Feoffment without Attornment of the first Lejee, 28 H. 8. B. Feoffments 68.

'Tis said, That a Feoffment of a moity, is good, 31 H. 8. B. Feoffments to uses 19.

If a man makes a feomft of a house, ac omnia terras, tenementa et hereditamÆta eidem messuag, pertinen. aut cum eodem occupat. locat. aut dimiff. existen. by this the Land used with the houfe shall passe, 32 H. 8. B. Feoffments 53. the end.
Feoffments.

A man makes a Deed of Feoffment to another, and delivers the Deed to him in the Land, or upon the Land; this is a good Feoffment by all the Justices in the Common-Bench, 35 H. 8. B. Feoffments 74.

If a man bee seized of one acre of Land in Fee, and another is seized to his use in Fee of another acre, and hee makes a Feoffment of both acres, and Livery of the acre which he hath in possession, by this the acre in use passes not, though he made the Livery in the one in the name of both, for this is not his acre, but the acre of the Feoffees, and the Stat. saies that his feoffment shall be good, but 'tis no Feoffment except hee makes Livery in the same Land: Otherwise if Livery were made in the Land, in use, by reason of the Stat. 37 H. 8. B. Feoffments 77. Feoffments to uses, 55.

If a Feoffment be made within the view, when this is pleaded; 'tis said that express mention shall be made in the pleading, that the Land was within the view, Time H. 8. B. Feoffments 57. the end.

Feoffment is good of the Land by Deede, by Livery of the Deed within the view, so that the Feoffice enters accordingly: But if the Feoffor dies before the Feoffice enters, then the Land is descended to the Heir of the Feoffor, and the Feoffment shall not take effect, Time H. 8. B. Feoffments 72.

A man makes a Feoffment by Deed to twenty, and delivers the Deed and Seisin to one in the name of all, this is good to all; but if hee Infeoffs twenty without Deed, and delivers Seisin to one in the name of all, this is no feomst to any but to him who takes the Livery, Time H. 8. B. Feoffments 72.

Note, that by the Stat. of 1 R. 2. where a Disfeizor makes a Feoffment, for maintenance, and takes the
the profits; the Feoffment is void by the Stat. to all

Feoffments to uses.

By Shelly Just: Where the Father Inseoffs his
Son and Heir apparent, to the intent to defraud the
Lord of his Ward, this Feoffment was to the use of
the Father, during his life, and hee takes the profits
during his life, and so see that uses were in antient
times, 24 H. 8. B. Feoffments to uses 20. the end.

A man makes a Feoffment in Fee, to four, to his
use, and the Feoffees make a gift in tayle without
consideration, to a stranger, who had not consuance
of the first use, habend. in tayle, to the use of cestuy
que use, and his Heirs; the tenant in tayle shall not
be Seised to the first use, but to his own use, for the
Stat. of Weftm. 2 cap. 1. wills, quod Voluntas Dono-
toris in omnibus observetur; that a man ought to
refer his Will to the Lawe, and not the Lawe to his
Will: Also none can bee Seised to the use of
another, but hee which may execute an estate to
cestuy que use, which shall bee perfect in Law, which
tenant in tayle cannot doe; for if hee executes an
estate, his Issue shall have a Formedon; And the
best opinion that an Abbot, Mayor and Commonalty,
nor other Corporations shall not bee seised to a use,
for their capacitie is only to take to their own use:
And also if the Abbot execute an estate, the succe-
sor shall have a writ of Entry fine assenfu capituli:
and those that are in the post, as by Escheate, Mort-
main, Perquisite of Villeine, Recovery, Dower by the
courtesie, and the like, are seised to their own use
and to another use: And also the Stat. of 1 R. 3. is,
That
Feoffments to uses.

That all Gifts, Feoffments & Grants of cestuy que use shall be good against all, &c. saving to all persons their rights and interests in tayl, as if this Stat. had not been made; and therefore Tenant in tayl shall not bee seized to a use. And 'twas agreed by the Court, That the words in the end of the Stat. of 1 R. 3. saving such right and interest to the Tenant in tayl, &c. is taken Tenant in tayl in possession; and not Tenant in tayl in use: for cestuy que use in tayl hath no right nor interest. And also here there is a Tenure betwixt the Donors and the Donees, which is a consideration that the Tenant in tayl shall be seized to his own use: And the same Law of Tenant for term of yeers, and Tenant for life, their fealty is due; and where a rent is reserved, there, though a use be expressed to the use of the Donor, or Leffer; yet this is a consideration that the Donee or Leffer shall have it to his own use: And the same Law where a man sells his Land for 20l. by Indenture, and executes an Estate to his own use; this is a void limitation of the use: for the Law by the consideration of money, makes the Land to bee in the Vendee. Et opinio fuit, That a use was at. Common-Law before the Stat. of Quia emptores terrarum, but uses were not common before the same Stat. For upon every Feoment before this Stat. there was a Tenure betwixt the Feoffors and the Feoffee; which was consideration, that the Feoffee shall be seized to his own use; but after this Stat. the Feoffee shall hold de capitulo domino, and there is no consideration betwixt the Feoffor and the Feoffee without mony paid, or other especial matter declared, for which the Feoffee shall be seized to his own use: For where the Stat. of Marlebr. is, that a Feoment by the father, Tenant in chivalry, made to his son by covin,
covin, shall not toll the Lords Ward, &c. In these cases the Feoffor after such Feoffment takes the profits of the Land all his life. And the same Law by Shelley of a Feoffment made by a Woman to a Man to marry her, the Woman takes the profits after the espousalls: Quære inde; for this is an expresse consideration in itself. And by Norwich, If a man deliver money to f. S. to buy land for him, and he buys it for himself, & to his own use, this is to the use of the buyer, and to the use of him who delivered the mony; and there is no other remedy but an action of deceit, 14 H. 8. B. Feoffments to uses 40.

Note, if a Feoffment be made to the use of W. N. for term of his life, & after to the use of F. S. and his Heirs, their cestuy que use in remainder or reversion, may sell the remain or reversion in the life of W. N. but hee cannot make a Feoffment till after his death, 25 H. 8. B. Feoffments to uses 44.

'Tis holden that if the Feoffees seised to the use of an Estate taile, or other use, are impleaded, and suffer the common recovery against them upon bargain, this shall bind the Feoffees and their Heirs, and cestuy que use and his Heirs, where the buyer and recoveror hath not consuance of the first use: And by Fitz it shall binde, though they had notice of the use; for the Feoffees have the Fee simple: Et per plures, if cestuy que use in taile be vouched in a recovery, and so the recovery passes, it shall bind the tail in use f. cestuy que use and his Heirs; and otherwise not; And this B. seems to be by the Stat. which exceptts tenant in taile, which is intended tenant in taile in possession, and not cestuy que use in taille, for cestuy que use in tail is not tenant in taille, 29 H. 8. B. Recovery in value, 20. Feoffments to uses, 56.
Feoffees in use make a lease for yeers, rendring rent, to another who hath notice of the first use, yet the Lease shall be only to the use of the Lessee himselfe: And the same Law per plures though no rent be referred: And if a man makes a Feofment, and annexes a Schedule to the Deed conteyning the use, hee cannot change the use after; and so hee expresseth the use in the Deed of Feofment, but otherwise where hee declares the use by words of his Will. I will that my Feoffees shall bee seized to such a use, there he may change this use, because by Will, &c. And that if a Feofment be made to the use of the Feoffor in tail, & after he execute an estate to him in fee, the use of the Estate taile is determined, 30 H. 8. B. Feoffments to uses, 47.

If A. Covenants with B. That when A. shall be Enfeoffed, by B. of three acres of Land in D. that then the said A. and his Heirs, and all others seized of the Land of the said A. in S. shall be thereof seised to the use of the said B. and his Heirs; there if A. makes a Feofment of his Land in S. and after B. Enfeofs A. of the said three acres in D. there the Feoffees of A. shall bee seised to the use of B. notwithstanding they had not notice of the use; for the Land is and was bound with the use aforesaid, to whose hands soever it shall come; and 'tis not like where a Feoff in use seels the Land to one who had not notice of the first use; for in this first Case the use had not being till the Feofment be made of the three acres, and then the use doth commence, 30 H. 8 B. Feoffments to uses 50.

'Twas doubted if a Recovery had against ceifuy que use in taile, shall binde the Heir in taile; But 

by Hales Juf. By such Recovery the entry of the Feoffees seised to the use of the Estate taile is taken away,
away, but after the death of cefuy que use who suffered the Recovery; the Feoffees may have a writ of right, or writ of entry ad terminum qui preteriit in the post, or the like: And by some there is no use in taille, but 'tis a fee-simple conditional at common Law, as 'twas of the taille before the Stat. of W. 2. And this Stat. makes no mention but of gifts in taille, which is taille in possession; and therefore quære, if the taille in use cannot be taken by the equity of it, yet 'twas doubted if the issues and the Feoffees shall be bound after the death of cefuy que use, who suffered the Recovery, by reason of those words in the Stat. of 1 R. 3. which wills that the Recovery shall bee good against the Vendor and his Heirs, claying only as Heir, and against all others claying only to the use of the Vendor and his Heirs; and this is intended, by some, of a Fee-simple: And in the case aforesaid the issue in taille claying as Heir in taille in use, (B. Feoffments to uses 56, the middle) yet see the Stat. of 32 H. 8. That a Fine with Proclamation, levyed or to be levyed by tenant in taille in possession, Reversion, Remainder, or in Use, after Proclamation had, shall bind those tenants of thoze tayles and their Heirs for ever: And see that the same Stat. is as well for the time past, as to come, 30 H. 8. B. Feoffments to uses, 57. 

If Covenants and Agreements are conteined in Indentures and not uses; and 'tis Covenanted by the Indentures that A. shall recover against B. his Land in D. to the use of the recoveror and his Heirs, and to the uses of the Covenants and Agreements in the Indentures; there if he recovers, the recovery shall be to the use of the recoveror and his Heirs; and not to the uses of the Covenants and Agreements
Agreements in the Indentures, where no uses are in the Indentures. But otherwise, if uses are contained in the Indentures, and 'tis Covenanted, That A. shall recover to the use of A. and his Heirs, and to the uses in the Indenture; there the recovery shall goe according, and shall be executed by the Stat.

Twas agreed by all the Justices, upon great deliberation, in the case of Mantel Esq. of the County of North. who was attainted with the Lord Dacres of the South, for the death of a man (which see Tit. Coron.) that where he at his marriage 31 H. 8. after the Stat. of uses made, 27 H. 8. Covenanted, That for a 100 l. and in consideration of marriage, that hee and his Heirs, and all persons seized of his Lands and Tenements in H. shall bee thereof seized to the use of his wife for term of her life, and after to the Heirs of his body by her ingendred, that this shall change the use well enough, and very good: And by this the Land was saved, and was not forfeited, 34 H. 8. B. Feoffments to uses 16. the end.

A man purchases Land, and causeth an Estate to bee made to him and his wife, and to three others in Fee, this shall bee taken to the use of the husband only; and not to the use of the wife without speciall matter to induce it. And so see a Woman may be seized to the use of her husband, and by him such Feofment was, 3. H. 7. and intended as aforesaid,

A man makes a Feofment in Fee to his use for term of Life; & that after his decease I. N. shall take the profits; this makes a use in I. N. contrary if he saies, that after his death his Feoffees shall take the profits and deliver them to I. N. this doth not make a use in I. N. for he hath them not but by the
Feoffments to uses.

the hands of the Feoffees, 36 H. 8. B. Feoffments to uses, 52.

A man cannot sell Land to I. S. to the use of the Vendor, nor let Land to him rendring rent, habend, to the use of the Lesseor, for this is contrary to Law and Reason, for he hath recompence for it: And by Hales, a man cannot change a use by a covenant which is executed before, as to covenant to bee seised to the use of W. S. because that W. S. is his Cosin; or because that W. S. before gave to him twenty pound, except the twenty pound was given to have the same Land. But otherwise of a consideration, present or future, for the same purpose, as for one hundred pounds paid for the Land tempore conventionis, or to bee paid at a future day, or for to marry his daughter, or the like, 36 H. 8. B. Feoffments to uses, 54.

Note, a Recovery was suffered by Graefley of the County of Stafford, by advice of Fitz Serjeant and others, and he was only cesses que use in tail, and after he died without issue, and his brother recovered the Land in the Chancery, for at this time 'twas taken that a Recovery against cesses que use in tail, should not serve but for term of his life, by which 'tis not but a grant of his estate, Time H. 8. B. Feoffments to uses 48. the end.

By Fitz Juft. if the Feoffees to the use of an Estate tail, sell the Land to him that hath notice of the first use, yet the buyer shall not be seised to the first use, but to his own use, by reason of the bargain and sale, for the Feoffees have the Fee simple, and therfore their sale is good, Time H. 8. B. Feoffments to uses 57. the middle.

Note, per plures, If a man makes a Fee and Fee before the Stat. of uses, or after this Stat. to the use
Feoffments to uses.

use of W. and his Heirs, till A. pay fourty pound to the said W. and then to the use of the said A. and his Heirs, and after comes the Stat. of uses and executes the Estate in W. and after A. pales to W. the 40. l. there A. is seised in Fee, if he enters; yet by some A. shall not be seised in Fee by the said payment, except that the Feoffees enter: B. doubts thereof, and therefore it seems to him best to enter in the name of the Feoffees, and in his name, and then the one way or the other the entry shall be good, and shall make A. to bee seised in Fee; and also see by B. that a man at this day may make a Feoffment to a use, and that the use shall change from one to another by act ex post facto, by circumstance, as well as it should before the said Statute, 6 E. 6. B. Feoffments to uses 30.

'Twas holden per plures in the Chancery; if a Recovery bee had, in which coetuique use in taile is vouched, and the demandant recovers, then this shall bind the issue, Time E. 6. B. Feoffments to uses 56.

the end.

If a Covenant bee by Indenture, that the sonne of A. shall marry the daughter of C. for which C. gives to A. a hundred pound, and for this A. covenants with C. That if the marriage takes not effect, that A. and his Heirs shall be seised of a hundred and fiftie acres in D. to the use of C. and his Heirs, quousque A. his Heirs or Executors repaies the hundred pound, and after C. hath issue within age and dies, and after the marriage takes not effect by which the State is executed in the Heir of C. by the Statute of uses made 27 H. 8. notwithstanding that C. was dead before the refusall of the marriage, for now the use and possession vests in the Heirs of C. for that the Indentures and Covenants shall have relation to
Feoffments to uses.

the making of the Indentures, for these Indentures binde the Land with the use, which Indentures were in the life of C. But by B. quaere if the Heir of C. shall bee in Ward to the Lord, for hee is Heir, and yet a Purchasor, as it seemes, 3 M. 1. B. Feoffments to uses, 59.

Gift of Land for yeeres, or of a Lease for yeeres to a use, is good, notwithstanding the Statute; for the Statute is intended to avoide gifts of Chattells to uses for to defraude Creditors only, and so is the preamble and intent of this Statute, 3 M. 1. B. Feoffments to uses, 60.

Fines levies, Fines levied.

Note, That 'twas Covenanted that A. shall make to B. his wife, daughter of I. K. a joynture by Fine, and the Writ was brought by I. K. against A. and B. his wife, and they offered to acknowledg to I. to the intent that I. should render to them, for life of B., and because B. the wife, was within age, therefore shee was drawne out and rejected: And then because that none can take the first estate by the Fine, but those who shall be named in the Writ of Covenant (but every Stranger may take a remainder) therefore the Writ was made betwene I. and A. only by which A. acknowledged the Tenements to bee the right of I. ut illa que, &c., and I. granted and renderd it to the said A. for terme of his life, without impeachement of Wafte, the remainder to the said B. his wife, for terme of her life, the remainder to the said A. and his Heirs, 30 H. 8. B. Fines, Levies, 108.

Fine with proclamation to bind Tenant in tail and
Fines levies, Fines levied.

and his issue, the time for to make proclamation, &c. See Tit. Assurance.

If cestuy que use for term of life levies a Fine with Proclamation; there none need to enter nor make claim within the five years, because that 'tis but a Grant of his Estate, which is lawfull, and no forfeiture; for hee hath nothing in the Land; nor hee cannot make a forfeiture of the use. The same Law of a Fine levyed by Tenant for life in possession: Yet B. doubts thereof and thinks otherwise if hee levy it in Fee (B. Feoffments to uses 43. Fines levies 107.) Et per plures, if it be levyed by cestuy que use in tail, it shall bind him and his Heirs; but not cestuy que use in the reversion nor the Feeothes after the death of the Conuor for, the Statute of 1 R. 3. is, That it shall bind him and his heirs and Feeothes claying only to the same, which is not so here, Quære inde; for B. seems by the same Statute, that tail in possession is remedied by this Statute; but not tail in use: for this seems to him to remain at Common-Law, as a Fee-simple in use conditionall; for 'tis not a Gift of the Land; yet quære, for by him, by the equity of the Statute of W. 2. of tayles, devises in tayl are taken; yet this is in nature of a Gift; yet not at this day by the Statute of 32 H. 8. fine with Proclamation by cestuy que use in tayl, shall bind the tayl after Proclamation, 30 H. 8. B. Fines levyed 107. the end.

Note, That a Deed inrolled in London, binds as a Fine at Common-Law (but not as a Fine with Proclamation;) and there need not livery of Seisin upon such Deed: And this is a discontiuance without livery, because that by the custome there (which is reserved by divers Parliament) it shall bind as a Fine, 31 H. 8. B. Fines Levies 110.
Fines levies, Fines levied.

'Twas granted for Law, where two are of the same name (as if there bee two R. B.) and the one levies a Fine of the others Land; there the other shall avoid it by Plea, / to say that there are two of the name; and that the other R. B. levied the Fine, and not this R. B. 33 H. 8. B. Fines levies the end.


Note, that 'twas devised to have a Leafe for yeeres to binde Tenant in taile, that the tenant in taile and the Lessor should acknowledge the tenements to bee the right of one A. a stranger, and that A. should grant and render by the same Fine to the Lessor for sixtie yeeres, the remainder to the Lessor and his Heirs, and 'twas with Proclamation, which shall binde the taile after proclamation made (And so see that the Devise after will not serve for taile, but for Fee simple, for hee which takes by Fine, shall not bee concluded if hee bee an Infant, or Feme covert, or the issue in tail of the Consuitor:) And in this case no rent can bee reserved; for A. was a stranger to the Land, by which the Lessor granted ten pound of rent, and extra terra. illa. with a clause of distresse during the yeeres or terme afore-said to the Lessor, 36 H. 8. B. Fines, Levies, 118.

Leafe may be made by Fine for term of yeeres rendring rent, and first the lefsee to acknowledg the tenements to be the right of the Lessor come ceo, &c. and then the other grant and render to him for terme of sixtie yeeres, rendring therefore yeerely ten pound per
Fines levies, Fines levied.

per annum, &c. And with Clause of Distresse, Time, 

Note, by Fitz Jut: That a fine levyed by A. and  
B. his wife, where the name of the wife is M. shall  
binde her by estoppell, and the tenant may plead  
that shee by the name of B. levyed the Fine, and so  
'twas in ure by him, and 'twas pleaded according,  

Note, by Bromley chiefe Justice, and others, That  
a Writ of Error was brought in the Kings bench,  
because a Fine was acknowledged by Dedimus potes-  
tatem, before one who was not a Judge, Abbot,  
Knight nor Sargeant: and for this caufe 'tis refused  
to admit any which is taken by such; for the Sta-  
tute de finibus & Attorn. gives power to none except  
to Justices, Abbot and Knight; quære, by B. if a  
Sarjeant at Law, bee not taken as a Justice by the  
equitie of the Statute, Time H. 8. B. Fines, Levies,  
120.

'Twas granted that a Fine may be levyed in a  
Hamlet; for if a Scire fac. lyes upon a Fine in a  
Hamlet (as it appears 8 E. 4. that it doth) therefore  
a Fine is well levyed there, 6 E. 6. B. Fines  
Levies 93.

Note, that 'twas agreed by the Justices, that a  
Fine may be well levyed in a Hamlet, and this,  
notwithstanding all the houses are decayed but one.  
The same of a Writ of Dower: And the same Law  
of that which hath been a Ville and no wis decayed;  
yet the name of the Ville remains, as old Salisbury,  
which hath at this day Burgesses of Parliament, and  
the like, 7 E. 6. B. Fines Levies 91.

Forcible
Forcible Entry.

Hee which hath been seized peaceably by three yeeres, may retaine with force: But if a Difelfor hath continued possession three yeers peaceably, and after the Difelfee re-enters (as he may lawfully) and after the Difelfor re-enters, hee cannot detaine with force, because that the first difelfin is determined by the entry of the Difelfee, and the Difelfee by this remitted, and this Entry is a new Difelfin: But if a man hath beene delfed by good and juft Title by three yeeres, and after is delfed by wrong, and after hee re-enters, hee may retaine with force; for he is remitted, and in by his first Title, by which hee first continued peaceably by three yeeres, per quod-dam: for it seemes to them, by the Provifio in the end of the Statute, that this is good Lawe in the last Case, and stands well with the Statute; yet by some this is not Law, therefore quære 23 H. 8. B. Forcible entry, 22.

Forfeiture of Marriage.

'Twas said, if a man brings a Writ of Intrusion for the single value, and makes mention in the Writ of tender of marriage to the Heir, and that hee refused, &c. that the tender is not traversable, Time H. 8. B. Forfeiture of Marriage 7. Intrusion 23 in finibus.

Forfeiture de Terre, &c. Forfeiture of Land, &c.

What shall be a forfeiture of the Estate of Tenant for life, what not, See Tit. Entry Congeable.

Richard
Richard Fermor of L. was attainted in Premunire, and his Lands forfeited in Fee in perpetuum, and not only for term of life: And so see 'tis not only a forfeiture for life, as in an attain'd; for the one is by Statute, the other by the Common-Law, 34 H. 8. B. Premunire 19. the end, Forfeiture 101.

Note, If a man bee attainted of Treason by Parliament; by this his Lands and goods are forfeited, without words of forfeiture of Lands or Goods in the Act, 35 H. 8. B. Forfeiture 99.

Foundership cannot Escheate, nor be forfeited by attainder of Felony or Treason, See Tit. Escheate.

Note, by Hales Justice cleerly, that a Cleark convict, shall lose his goods, 5 E. 6. B. Forfeiture 113.

Formedon.

'Tis said that if the issue in tail be barred by Judgement, by reason of warranty and assents descended, and after hee alienis the assents, and hath issue and dies, the issue of the issue shall not have a Formedon of the first Land tayled; but if such thing happens before hee bee barred by Judgement, the issue of the issue shall have a Formedon, Time H. 8. B. Formedon 18.

Note, If the Feoffees are infeoffed to the use of the Feoffor, for term of life, and after to the use of A. in tail, before the Statute of 27 H. 8. of usfs, and after the Estates, in usfs are vested in possession by the same Statute, and after the tenant for life dies, and the tenant in tayle enters, and discontinues and dies, and the issue brings a Formedon, upon this matter hee shall suppose the Feoffor to be Donor, and not the Feoffees, and the Writ shall bee generall quod dedit, &c. but the Declaration shall bee speciall and
and declare the whole matter, That the Feoffor was
desed in fee, and enfeoffed the Feoffees to uses ut
supra, and shew the Execution of the Estates by the
Statute of uxes made 27 H. 8. briefly and not at
large, and the lelfin &c. and the death of tenant for
life and tenant in tail & quod post mortem, &c.
descend. jus, &c. 2 E. 6. B. Formedon, 49.

Formedon upon a gift in Fee to the use of the
Feoffor and the Heirs of his body, which is executed
by the Statute of uxes 27 H. 8. and after the
Feoffor aliens and dies, his issue shall have a For-
medon that the Feoffees dederunt tenement, predict.
to the father of the Demandant, & descendit jus, &c. for
it cannot be supposed that the Feoffor gave to cestuy
que use which was himselfe; for a man cannot give
to himselfe: and hee shall make a speciall Declara-
tion upon the Feoffment to the use of the tail: But where A. makes a Feoffment in Fee, to three,
to the use of a Stranger and the Heirs of his body,
which is exempted by the Statute aforesaid, and
after who was cestuy que use aliens in fee, and dies;
there his issue shall have a Formedon, and shall say
that the Feoffor gave to his father, and not the
Feoffees gave, and shall make a speciall Declaration,

Note by Bromeley chief Justice, That the De-
mendant (in the case 2 E. 6. before) may declare
generally if he will; and if the Tenant pleads ne
dona pas, the Demandant may reply and shew the
speciall matter, as appears there, and conclude, &
so he gave, &c. and good, 1 M. 1. B. Formedon 49.
the end.

Forme.

Note, that Wood was put before Pasure in a
Plaint
Plaint of Assize, and exception thereof taken, and yet good, though it be contrary to the Register, Time. E. 6. B. Faux Latin & Forme 66.

Franke-marriage.

Note, that 'twas said for Law, that Land cannot bee given in Frank-marriage with a man who is Cousin to the Donor; but it ought to be with a woman who is Cousin to the Donor, Time. H. 8. B. Frank-marriage 10.

Note, 'tis said for Law, that a Gift in Frank-marriage, the remainder to f. N. in Fee, is not Frank-marriage; for warranty and acquittall is incident to Frank-marriage, by reason of the Reversion in the Donor, which cannot be where the Donor puts the remainder and Fee to a Stranger upon the same Gift, Time. H. 8. B. Frank-marriage 11.

Garde, Warde.

If the Kings Tenant, Alien in Fee, without licence, and dyes, his Heire within age, the King shall not have the Ward, because that nothing is descended to him; and that the alienation is good, save the Trespass to the King, which is but a Fine by Seifure: 26 H. 8. B. Alienations 29. Garde 85.

If the King hath an heir in Ward, which is a Woman, and marries her before the age of Fourteen years; there she shall be out of Ward at Fourteen years, and then may sue Livery, for the Two years to make Sixteen years are not given, but to tender
tender to her marriage, therefore when she is married sooner, she shall be out of custody at fourteen years, 28. H. 8. B. Garde 86. Livery 54.

A man makes a Feoffment before the Statute of execution ofUses, to the use of himself for term of his life, the remainder to W. in Taile, the Remainder to the right Heires of the Feoffor, the Feoffor dyes, and W. dyes without issue, the right Heir of the Feoffor within age, he shall be in Ward for the Fee descended; for the use of the Fee-simple, was never out of the Feoffor. And the same Law where a man gives in Taile, the Remainder to the right Heires of the Donor, the Fee is not out of him. Otherwise, where a man makes a Feoffment in Fee upon condition to re-infeoffe him, and the Feoffee gives to the Feoffor for life, the Remainder over in Taile, the Remainder to the right Heirs of the Feoffor, for there the Fee, and the use of it was out of the Feoffor; & therefore he hath there a remainder and not a reversion, 32. H. 8. B. Garde 93.

Where a man holds certain land of the King in Soccage in Capite, the King shall not have livery of more then the Soccage land. The same where he holds of the King in Knights service, and not in Capite, the King shall not have more in ward, but only that which is holden of him immediately, 32. H. 8. B. Garde 97.

Note by all the Justices of England, that a Lord in Knights service, by non-age of the Heir, shall not ouste the grantee of Wreck, or de proxima presentatione; nor the termors which are in by the father of the Heirs B. Grants, 85. Garde 66. Lease 31. in finibus: So of a Lease for term of life. 35. H. 8. B. Garde 61. the end.
A man dyes seized of lands holden in Knights service, his brother and Heir within age, the Lord seizes the ward, the wife of the Tenant privily with childe with a son, and after the wife is delivered, the brother is out of ward. But if the Infant dye, the brother yet within age, there the brother shall be in ward again. And the same Law where a daughter is heire, and after a son is born, the daughter is out of ward: And if the son dies without issue, the daughter within age, she shall be in ward again; so see that one and the same person may be twice in ward by two several ancestors. But where the Lord seizes the son for ward for land to him descended from his Father, and grants the marriage of him to another, and after other land holden in Knights service, holden of the same Lord descends to the same son from his mother, there B. seems that the Lord shall not have the ward again, because he had him, and granted his marriage before, and the body is an entire thing. 35. H. 8. B. Garde 119.

"Tis granted by all the Justices that the King shall not ouste the terrors of his tenant, because he hath the heir of his tenant in ward by office found for him; nor execution upon a Statute Merchant made against his tenant; nor a rent charge granted by his tenant, nor a grant de prox. presentations of an Advouson. Time H. 8. B. Garde 44.

If the son and heire of the Kings tenant, or of another Lord be made a Knight in the life of his Father, and after the Father dies, the heir shall be in ward; for otherwise the Ancestor may procure his son within age to be made a Knight by collusion, to the intent to defraud the Lord of Ward, which shal
Garde, Warde.

shall not be suffered. And so it fell out of the Lord Anth. Brown of Surrey, who was made Knight in the time of his Father, who died, the son within age, and twas holden he should be in ward, notwithstanding he was a Knight; wherefore he agreed with the King for his marriage: Otherwise B. seemes where hee is in ward, and is made Knight in ward, this shall put him out of ward, and by him the Stat. which is, Postquam bares fuerit in custodiæm cum ad ætatem pervenerit S. 21, annorum, habeat hereditat. sua fine relevio, & sine Fine: Ita tamen quod si ipse, dum infra ætatem fuerit, fiat miles, nihilominus terra sua remaneat in custodia dominorum usque ad terminum superadiet. is intended where he is made Knight within age being in ward after the death of the Ancestor, and not where he is made Knight in the life of the Ancestor. 2. E. 6. B. Garde 42. & 72.

’Twas agreed for Law in the Common Bench, that if the Lord hath not been seized of homage within time of memory; but hath been seised of rent, it suffices to have a Writ of Ward, and to count that he died in his homage; for there is seisin of something, though it be not of the intire services: And for this cause, and also for that the seisin is not transferable, but the Tenure; therefore the action lies without Seisin of the Homage, 6. E. 6. B. Garde 122. the end.

’Twas holden by the Justices of both benches, That where a man holds by Rent and Knights Service, and the Lord and his ancestors have been alwayes seised of the Rent, but not of the homage, escauge, nor of Ward: yet if a Ward fall, he shall have the ward of the heir, for the seisin of the Rent suffices to be seised of the Tenure, as to this purpose.


Where a use vests in the heir, as heir of his Father, where the Father was dead before? Whether the heir shall be in ward, or not: Quære, See Tit. Feoffments to uses. 3. M. 1.

Note that twas declared by the Doctors of the Civil Law, That where an heir or other is married infratios nubilis, and after disaffents at the age of discretion, or after, before assent to the Marriage, that this suffices: and the party may marry to another without divorce, or witnessing of it before the Ordinary: but the Ordinary may punish it per arbitrium judicis; but the second espousals is good, as well by the Law of the Kingdom, as by the Law of the Church, 5. M. 1. B. Garde 124.

Ward and marriage is by the Common Law: and the Father shall have the Ward of his son or daughter, and heir apparent, before the King or other Lord; and Soccage Tenure by 20 years, and Knight service after. B. Garde 120. the end.

If an estate be made to many and the heirs of one of them, and he which hath the Fee dies, his heir within age, he shall be in Ward by the Statute of Wills, notwithstanding the others survive which are Tenants by the Common Law. Casus B. Garde. 100.

Garranties, Warranties.

If the husband & wife alien land of which she is dowable, there to have collateral warranty, tis good to have the Warranty of the Wife against her and her heirs; and then if she hath issue by the husband, and she and the husband die, the Warranty shall be collateral
Garranties, Warranties.

collateral to the issues, because that the land came by the Father, and not by the Mother. 31. H. 8. B. Garranties 79.

Note if the husband discontinue the right of his wife, and an ancestor collateral of the wife releases with Warranty and dies, to whom the Wife is heir, and after the husband dies, the wife shall be barred in a Cui in vita by this Warranty, notwithstanding the Coverture; because that she is put to her action by the discontinuance; for Coverture cannot avoid Warranty, but where the entry of the wife is lawful, which is not upon discontinuance. 33. H. 8. B. Garranties 84.

If a man saies in his Warranty, Et ego tenentum predict. cum pertinent. prefato A. B. the Donee Warrantizabo, and doth not say, ego & heredes mei, he himselfe shall warrant it, but his heir is not bound to warrant it; because that (heirs) are not expressed in the Warranty. 35. H. 8. B. Garranties 50.

Sir Robert Brudnel, late Chief Justice of the Common Bench, devised a Warranty now in use, viz. That the warrantor for him and his heirs Warrantizabit contra ipsum & heredes suos, and by this the Feoffee shall rebut, but not vouch. Cafus B. Garranties 30. the end.

General Writ.

Where upon a Formedon upon a use, there shall be a General Writ, and special Declaration? See Tit. Formedon.

General issue.

In an Assise or Trespas, if a man entitles a stranger, and justifies by his Commandment, this ought
General issue.

ought to be pleaded; and not given in evidence upon Nul tort. or not guilty pleaded.

So of Common Rent Service, Rent Charge, Licence, and the like, these ought to be pleaded and not given in evidence upon a general issue. Contrary of a Leafe of Land for years upon not guilty pleaded, the Defendant may give it in evidence; (B. General issue, 81.) otherwise of a Leafe at will; for this is as a Licence, which may be Countermanded, or determined at pleasure.

And if a Villen plead Free, and of Free Estate he may give manumission in evidence; for this is Manumission indeed.

But where he is Manumitted by act in Law, as a suit taken against him by his Lord; or an Obligation made to him by his Lord, or a Lease for years, and the like, which are manumissions in Law, of which the Jury cannot discuss, and therefore these shall be pleaded. 25 H. 8. B. General issue 82.

Debt upon an escape in the Exchequer against the Sheriffs of London, for letting a man arrested by them by capias ad satisfaciendum, and in Execution to escape: the Defendants cannot say that he did not escape, and give in evidence that he was not arrested for the arrest is confessed, if he faileth that he did not escape. 34. H. 8. B. General issue 89.

Grants.

Nota per plures juft. & alios legis peritos, That where a man grants an office of Bayliff, Steward, Receiver, Parker, and the like; and a Fee certain for his labour onely, there the Grantor may expulse such Officers.

But they shall have their Fee, for tis but an Office of Charge.

But
Grants.

But where the Steward, & Parker have profits of Courts, Winde-Falls, Dear-skinnes, and the like casuall profits, tis said that they cannot be expulsed, and that of such Offices they may have an Assise.

And tis said that twas so taken in the time of James Hobert Attorney of King HENRY the 7. And the Officers may relinquish their Offices when they will, but then their Fee ceases.

And Whorewood Attorney of King HENRY the 8. granted the Cases aforesaid, 31. H. 8. B. Grants, 134.

Twas said for Law, That I may Ousle my Bayliff, Receiver, and the like, giving to them their Fee; for it rests in Charge, and no profit.

B. doubts of the Steward, for an Assise lies of such Ousters, 34. H. 8. B. Grants 93. the end.

What shall pass by a Grant of omnia bona sua. See 31. H. 8. before.

A man possess'd of a Lease for term of fourty yeers, grants so many of them to I. N. which shall be arrear tempore mortis suæ, and held void by Hales Just. and others, for the incertainty, because it doth not appear how many shall be behinde at the time of his death: for the Granter may live all the 40 yeers, and then nothing shall be arrear at his death, quære. (B. Grants 154. Leaves 66.) but such Devise by Testament is good, (B. Grants 154.) And 'tis not like where a man leases Land for term of life, and four yeers over: this is certain, that his Executors shall have four yeers after his death. (B. Leaves 66.) And also, if a man leases his Land to have from his death for four yeers, 'tis good: for this is certain; and he hath authority to charge his own Land. 7. E. 6. B. Grants 155.

A man grants omnia terras & tenementa sua in D.

See Coke Litt. and the Rector of Chedingtons cafe.

Accord. Finch 46. E. 3. 31. 11. H. 4. 34. by Hank.
Grants.

See 37. H. 8. Tit. Done.

a Lease for yeers shall not pass. Contrary, if he grants omnes firmas suas, there by this a Lease shall pass: for of this an ejectione Firme lies, and by this he shall recover the Term; and therefore 'tis a good word of Grant. 7. E. 6. B. Grants 155.

Hariots.


TIS said that for Hariot-custom a man shall always seifie; and if it be esloigned, he may have de- tinue. And for Hariot-service esloigned, he may dis- train, but not for Hariot-custom. Time. H. 8. B. Hariots. 6. the end.

Herefie.

Note, that 'twas agreed by all the Justices, and by Bake, learned in the Law, and Chancellor of the Exchequer: and by Hare, learned in the Law, and Master of the Rolls, That by the Statute of Hereticks and Lollards, that if a Heretick be convicted in presence of the Sheriff, the Ordinary may commit him to the same Sheriff; and he ought to burn him, without having a Writ de haretico comburando. But if the Sheriff be absent, or if the Heretick shall be burnt in another County in which he is not convicted, then in these cases the Writ de haret. comburend. shall be awarded to that Sheriff or Officer who shall make execution. And the said Statute in the end wills, that the Sheriff shall be present at the conviction, if the Bishop requires him. And therefore the use is, that the Ordinary shall call the Sheriff to be present at the conviction. And jo in the Writ de haret. comburend.
Herefie.  113
rend: in the Nat. Brin. that the Archbishop and his Province in their Convocation might and used to convict Hereticks by the Common Law, and to put them to lay hands: And then the Sheriffs by Writ de bæret. comburend. burnt them. But because that this was troublesome, to call the Convocation of all the Province, 'twas ordained by the Statute aforesaid, That every Bishop in his Dioces may convict a heretick, and after abjuration upon relapse, put him to lay hands to be burnt. And B. seems that if the Heretick will not abjure at the first Conviction, that he may be burnt at the first conviction without abjuration. Otherwise, if he will abjure: for then he shall not be burnt the first time, but upon relapse he shall be burnt. 2. M. 1. B. Herefie.

Homage.
See Tit. Fealty.

Ideot.

BRENT of the County of Somerset, who was presented for an Ideot, could write Letters and Acquittances, and the like; and therefore was adjudged an Unthrift, but no Ideot. Time. E. 6. Ideot 4. the end.

Imprisonment.
'Twas determined in Parliament, that Imprisonment almost in all cases is but to retain the offender till he hath made a Fine; and therefore if he offers his Fine, he ought to be delivered presently; and the King
Imprisonment.

King cannot retain him in prison after the Fine tendered. 2. M. 1. B. Imprisonment 100 the end.

Incident.

Court-Baron is incident to a Mannor, and Court of Pipowders to a Fayr; and 'twas sed arguendo, that therefore the Lord of the Mannor or Fayr cannot grant over the Court-Baron, nor the Court of Pipowders: or if they grant the Mannor with the Fayr, they cannot referv such Courts, for they are incident, &c. 19. H. 8. B. Incidents 34.

'Twas said, that if a Seigniory rests in Homage, Fealty, and Rent, and a man recovers the Rent; by this is the Homage recovered: for a Precipe lies not of it. Time. H. 8. B. Incidents 24. the end.

Indictments.

An Indictment of Death ought to comprehend the day of the stroke, and day of the death; and the same Law of Poysoning; so that it may be known if he died of the same stroke or not. 24. H. 8. B. Indictments 41.

By Fitz Just. a Justice of Record may be indicted of taking of money, and other such falsity, but not of that which goes in falsifying or defeating of the Record, as to say that he altered the Record from Trespas into Felony, and the like, which falsifies the Record. Casus B. Indictment 50. the end.

Intrusion.

Tenant in Tayl of Lands holden of the King, aliens without license, which is found by Office, the King
Intrusion.

King shall have the Issues of the Land à tempore i
inquistionis capt. and not before. (B. Alienations, 26.
in medio.) But where the tenant dies, and his heir
enters, upon Office found for the King of the dying
seized of the ancestor; there the heir shall answer
the profits taken by him before. 26 H. 8. B. Intrus-
I 18. the end.

Note, where 'tis found by Office that I. N. tenant
of the King was seized, and died seized, and that
W. his heir intruded, and after by Acts of Parliament
the King pardons all Intrusions; in this case the
entry and the offence is pardoned, but not the issues
and profits: for the Escheator shall be charged of
this by way of account, whether he hath received
them or not. For when the office is of Record, he
ought to receive them, except where 'tis found in the
Office that such a man took the profits thereof. But
where the King pardons, where no Office is found,
the heir is discharged as well of the issues and
profits, and also of Livery, as of Intrusion, by reason
of the pardon: for by this all is pardoned. And
there though the Office comes after which finds the
intrusion of the heir, yet all is gone by the Pardon;
and this shall serve, because all was pardoned before,
to which the King was intitled of Record. 33. H.
8. B. Charters de pardon, 71. Intrusion 21. Issues
returns 22.

Office shall have relation to the death of the
ancestor, as to Land descended to the heir of the
Kings tenant, and as to intrusion. (B. Relation 18.
the end.) Otherwise, as to alienation made by the
Kings tenant without License: this shall not relate
before the finding of it. (B. Relation 18. Intrus-
I 19.) And such entry by purchase is not called
Intrusion, but a Trespass; and so are the words of

4. by Choke.
Stp. 84. See
Tit. Leases.

accord in cafu
Mainwaring.
See Tit. Leases.

See 30. H. 8.
Tit. Charters
de Pardon.

before. See Tit.
Leases.
Intrusion.


**Joyntenants.**

If a Lease be made to three of Land at Common Law, for term of life, or for years *habendum successive*, yet this is a joyn't estate, and they shall hold in Joyniture, and *successive* is void: But where the custom of Cople-holds is, that this word *successive* shall hold place, this is good there by the custom. 30 H. 8. B. Joyntenants 53. Leases 54.

If a man infeoffs two, upon condition that they shall infeoff W. N. before Michael and the one dies, the other sole makes the Feoffment; this is good. The same Law if two lease Land rendring rent, and that if it be arrear by two months, and lawfully demanded by the said Lessors, that they may re-enter, the one dies, and the other that survives demands it, and 'tis not paid, he may re-enter. And the same Law if the Lease were made to two, with words that if it be arrear, and demanded of them two, &c. and the one dies, and the Lessor demanded it of the other that survived, and he doth not pay, this is a good demand, and the Lessor may re-enter. 33 H. 8. B. Joyntenants 62.

**Journeys accounts.**

Grantee of a next presentation brings a *Q. impedit*, and dies after the six months past, and his Executors bring another *Q. impedit* by Journeys accounts, and by the Justices it will not lie. See Tit. *Q. impedit*.

Judgement.
Judgement.

A man recovers by default against an Infant, and the Infant brings a Writ of Error, and reverses it for his non-age. Otherwise, if he had appeared, and lost by plea, or by voucher, he shall not reverse it for non-age. B. 6. H. 8. Sauer de default 50.

If I have Title by Formedon, or cui in vita, and enter, and the other recovers against me, I am remitted to my first action: But if a man recovers against me by false Title, by Action tried, where I was in by good Title, I shall then have Error, or Attaint, or a Writ of Right. 23 H. 8. B. Judgement 111.

Assize in Com. B. the tenant pleads in Bar a recovery by Assize by him against the Plaintiff of the same Tenements in Com. O. and this now Plaintiff then tenant pleaded in Bar by release of the ancestor of the Plaintiff with Warranty, which was void by non-age: and this found for the Plaintiff, by which he recovered against this Plaintiff judgement, where he accepts the Land to be in the County of O. now he shall be received to say, that it lies in the County of B. And 'twas said in the Common Bench, that though this Land were then put in view, the Plaintiff shall not be bound by the recovery: for it cannot be intended one and the same Land. 25 H. 8. B. Judgement 62.

Assize of Land in N. the Defendant said that once before he brought an assize of the same Land in H. against the same Plaintiff, and these Lands put in view: and this now Plaintiff then took the tenancie, and pleaded in Bar, and said that H. and N. are one and the same Ville, and known by the one
Judgement.

one name and the other; and that A. brought a Formedon of these tenements, and pleaded certain, &c. and recovered by Action tried, and the estate of the Plaintiff mean betwixt the title of and his recovery, judgement is of such an estate assize, &c. to whom the other said, that every of the said H. and N. were Villes by themselves, and so at issue: and 'twas found that they were several Villes, and the seisin and disseisin; by which 'twas awarded that this tenant then Plaintiff should recover. And because that he hath recovered these same Lands against the Plaintiff himself in H. judgement is assise. And Shellie Just. held strongly, that this recovery of Land in H. is no plea in an assise of Land in N. and therefore the assise ought to be awarded; and so it seems to B. 25 H. 8. B. Judgement 66.

If A. infeoffs B. upon condition, &c. to re-enter, there if a man impleads B. who vouches A. and so recovers; or if A. re-enters upon B. without cause, and is impleaded and loses; there in the one case, and the other, the condition is determined: for the Land is recovered against him who made the condition. 26 H. 8. B. Judgement 136.

Note, by Bromley chief Just. that a Judgement, where there is no original, is void, (as in an assise the Plaintiff appears, and after makes a retraxit; and after the Justices of Assize record an agreement betwixt them, in nature of a Fine: this is void, and coram non Judice, and shall not be executed, by reason that no Original was pending, but was determined before by the retraxit.) For without Original they have not Commission to hold Plea; and then they are not Judges of this cause. 2 M. 1. B. Judgement. 114.
.Issues joyns, Issues joined.

Trespass upon the case, quod def. assumpsit deliberat. quer. 4 pannos laneos, and he pleads, quod assumpsit liberare 4 pannos lineos, without thatqd. assumpsit modo & forma, and so at issue. And 'tis found that he assumed to deliver 2 pannos laneos, sed non 4 (so see that this issue, though that it comes in a traverse, doth not amount but to the general issue) the Pl. recovered damages, for the 2, and was barred and amerced for the rest. But otherwise 'tis if the issue be; If A. and B. infeoffed the tenant in a Precipe quod reddat, necne, and 'tis found that A. infeoffed him, but that A. and B. did not infeoff him, this is found against the tenant in toto, or against him who pleads such Feoffment, which is so found, 32 H. 8. B. Issues joyns. 80. Verdict 90.

Informed in the Excheq. against A. B. for buying Wools betwixt sherring time and the Assumption, such a year of C. D. contra formam Statuti, where 'tis not cloth, nor he did not make thereof cloth nor yarn; He sees that he did not buy of C. D. contra formam Statut. propt. &c. And no issue, for 'tis not material nor traversable whether he bought of C. D. or of E. F. or of another, but whether he bought them contra formam Statut. necne. And therefore the Issue shall be that he did not buy modo & forma, &c. 33. H. 8. B. Issues joyns. 81. Negativa pregnans. 54. Travers, per 367.

In waste issue was taken if the defendant cut twenty Oaks, there if the Jury finde ten and not the rest, the Plaintiff shall recover for the ten, and shall be amerced for the rest. 2 M. 1. B. Issues joyns 80. the middle.

Issues
Jurisdiction.

Issues returns; Issues returned. See Tit. Intrusion.

Jurisdiction.

If the Lord of a Mannor claim the Tythes of such Lands in D. to finde a Chaplain in D. and the Parochians claim them also for the same purpose, 'tis said for Law, that the Lay Court shall have jurisdiction betwixt them, and not the Spiritual Court. 25 H. 8. B. Jurisdiction 95.

'Twas said where a man pleads a plea in Banco ultra mare, it shall be condemned at this day, because that it cannot be tried in England. 36 H. 8. B. Jurisdiction 29.

Jurors.

Trial of a Peer of the Realm arraigned upon an Indictment, and appeal diversity. See Tit. Trial, and Tit. Enquest.

Where Jurors may take conuance and notice of a thing in another County. See Tit. Attaint.

M. 11. H. 4. 18. Jury took a Scroll of the Plaintiff, which was not delivered to them in Court, and passed for the Plaintiff: and because that this matter appeared to the Court by examination, therefore the Plaintiff shall not have Judgement. 3 M. 1. B. Jurors 8.

Leet.
Leet.

NOTE, for Law, if a pain be put upon a man in a Leet for to redres a Nuisance by a day sub paena 10. l. and after 'tis presented that he did it not, and shall forfeit the pain; this is a good presentment, and the pain shall not be otherwise answered. And the Lord shall have an Action of Debt clearly; but he cannot distrain and make avowry, except by prescription of usage to distrain and make avowry. 23 H. 8. B. Leet 37.

Note, where the Statute of Magna charta, cap. 25. saith, Et visus de Franchi-plegio tunc fiat ad illum Terminum St. Michaelis, sine occasione; this is intended the Leet of the Tourne of the Sheriff, and not other Leets. 25 H. 8. B. Leet 23 the end.

Leases.

By Fitz-James ch. 22. Just. Englefield Just. and many others, if tenant for life leases Land for yeers, rendering rent, and dies, the Lease is void, and then the rent is determined. The same Law of a Parson. And though the successor receives the rent, the Lease is not good against him: for when 'tis void by the death of the Lessee, it cannot be perfected by no acceptance. (B. Leases 19. Debt 122.) Otherwise B. seems of a Lease for life made by a Parson rendering rent, and the successor accepts the rent, this affirms the Lease for life. 24 H. 8. B. Leases 19.

A man leases for ten yeers, and the next day leases
Leases.

Leases the same Land to another for twenty yeers: this is a good Leafe for the last ten yeers of the second Leafe. 26 H. 8. B. Leases 48.

Where a Leafe for 300 or 400 yeers shall be Mortmain. See Tit. Mortmain.

A man leases a house cum pertin. no Land shall pass by these words cum pert. Contrary, if a man leases a house cum omnibus terris eodem pertin. there the Lands to this used pass: and many Grants are de omnibus terris in D. nuper Monasterio de G. pertin. and especially if he avers that it hath pertained de tempore, &c. 31 H. 8. B. Leases 55.

If a Parson of a Church leases for life, and dies, the succesor accepts fealty; he shall be bound by this during his life. Contra upon a Leafe for yeers made by him; this shall not binde the succesor by acceptance of the rent: for 'twas void by the death of the Leffor. 32 H. 8. B. Dean 20. Encumbent 18. Leases 52.

Where a confirmation shall be by the Bishop, Dean and Chapt. of a Leafe made by the Parson. Et contra. See Tit. Confirmation.

A man is a purchaser with his wife to them and to the heirs of the husband; and after the husband leases for years and dies, the wife enters, this shall avoid the Leafe for her life; but if she dies during the term, there the rest of the term is good to the Leefe against the heir of the husband. And the same Law of a Rent-charge granted out of it: for the husband had the Fee-simple tempore, &c. and might well charge it. And note by all the Justices, that the Guardian in Knights service shall not oulte the termor of the ancestor of the heir. And the same Law of the Lord by Escheat. 36 H. 8. B. Leases 58.

If
Leases.

If a man leases for life to I.S. and the next day leases to W.D. for twenty yers, the second Leaše is void, if it be not a grant of a Reversion with Attornment: for in Law the Free-hold is more worthy and perdurable then a Leaše for yers. Yet if the Leaſsee for life dies within the term, the Leaſe for yers is good for the rest of the yers to come. See 36. H. 8. before.

Twas agreed per plices, that where I. N. convenit & concessit to W. S. that he shall have 28 acres in D. for 20 yers, that this was a good Leaſe: for this word concessit is as strong as dimisit vel locavit. See 32. H. 8. before, and Tit. Acceptance. 44. E. 3. 11. plur. Fitz. 5. contr. Lit. 144.

King tenant in Tayl makes a Leaſe for yers, or life, his issue may avoid it. See Tit. Discontinuance in possession.

If a Parſon lets Land for term of yers rendering rent, and dies, the successor receives the rent, the Leaſe is not good against him, for he hath not Fee-siple. Nor he cannot have a Writ of Right but Juris utrum, therefore the receipt of the rent by his successor, doth not affirm the Leaſe; for this was void by the death of the Parſon who leased. See 32. H. 8. before, and Tit. Acceptance. 44. E. 3. 11. plur. Fitz. 5. contr. Lit. 144.

Twas holden by Bromley Juſt. and others, that if a man leases for 20 yers, and the next day leases for 40 yers, the second Leaſe shall take effect for 40 yers, after the twenty yers past. Time. H. 8. B. Leaſes 18. the end.

Twas agreed for Law in the Chancery by the Juſtices, that if a Leaſe for yers be made by a Bishop, that 'tis not void, but voidable; for he had a Fee-siple. Otherwise of such a Leaſe by a Parſon; this is void by his death: for he hath not the Fee-siple, but 'tis in abeyance. And the Bishop may
Leases.

may have a Writ of Right, or a Writ of Entry sineassenfu capituli, where a Parson shall have but a Juris utrum. And therefore if the successor of a Bishop, Dean, Prebend, and the like, who have a Fee and Lease, and die, accepts the Rent, this affirms the Lease to be good. And otherwise of such acceptance by the successor of a Parson who made such Lease: for this Lease is void presently. But if a Chantry Priest makes a Lease, his successor shall avoid it, notwithstanding the predecessor had a Fee, because that 'tis donative, or presentative, and then such Lease is not perdurable, except it be confirmed by the Patron in the one case, and by the Patron and Ordinary in the other case. 2 E. 6. B. Leases 33: the end.

A man leases for yeers, habendum post dimissionem in faëta to I. N. finita, and in truth I. N. hath no Lease in it, there the Lease commences immediately, by Hales Just. and many others. And by him if a Prebend makes a Lease for 21 yeers by Indenture rendring the usual rent, this shall binde the successor by the Statute of Leases: for where the Statute of faith, in Jure Ecclesiae, and the entry for a Prebend est sefistus in jure Prebendae, yet it shall bind by the equity. 3 E. 6. B. Leases 62.

An Executor hath a term and purchases the reversion in Fee, whether the term be extinct, or no. See Tit. Extingishment.

Tenant of the King in Capite dies, and the heir before Livery sued, makes a Lease for yeers, 'tis good, if no intrusion be found by Office, and an Office found after, which findes the dying seized, and no intrusion, hath not relation to the death of the ancestor, but for the profits, and not to defeat the Lease: for the Free-hold and Inheritance remain in
in the heir. But if intrusion be found, *tunc nullum accrescit ei liberum tenementum,* and then the Lease, and dower of the wife of the heir, are void. 5 E. 6. B. Leases 57.

A man possessed of a Lease for 40 years, grants so many of them as shall be behind at his death, 'tis void. See Tit. Grants.

Note, by Bromley and others Justices, if I let Land to *W. N. habendum* till 100 l. be paid, and without Livery; then 'tis but a Lease at will for the incertainty. But if he makes Livery, the Lessee shall have it for life upon condition implied to cease upon the 100 l. levied. 2 M. r. B. Leases 67.

'Tis said that Bishops in the time of E. 6 were not sacred, and therefore were not Bishops, and therefore a Lease for years by such, and confirmed by the Dean and Chapter, shall not bind the successor: for such never were Bishops. Contra of a Bishop deprived who was Bishop indeed at the time of the demise, and confirmation made. 2 M. 1. B. Leases 68.

What shall be said to be a Lease in reversion, and what a grant of reversion? see Tit. Attornment.

'Twas holden by all, if a man Leases Land to another till the Lessee hath levied 20 l. that 'tis a good Lease, notwithstanding the incertainty. 3 M. 1. B. Leases 67, the end.

'Twas ruled in the Serjants case, that if a man let Land 4 *fan. habend.* for forty years, *Reddend. annuatim* at Mich. and Easter 20 l. the tenant shall pay at Easter and at Mich. *i. equales porciones,* and the Lessee shall not lose the rent at Easter. 4 M. 1. B. Leases 65.
Ley gager, Law wager.

Detinue of a Deed indented, where an obligation of a Leafe for term of years, the defendant shall not wage his Law, for this concerns Land, and a Chattel real. And Jo 'twas late adjudged in the Kings-Bench. 34. H. 8. B. Ley gager 97. 'Twas said for Law, that a man shall not wage his Law in a Quo minus. 35. H. 8. B. Ley 102. Quo minus 5. in finibus.

Licenses.

Twas agreed, that if a Bishop, Dean and Chapter give their Land in Fee without License of the King, who is Founder, and is found so by Office, the King shall have the Land. And another Founder may have a contra formam collationis. And if he aliens sine assensu Decani et Capituli, then lies the Writ de ingreffu sine assensu Capituli. 36. H. 8. B. Licenses 21.

Lieu, Place.

Place is not material in actions transitory. See Tit. Attaint.

Where a Recognizance is acknowledged in London before a Justice of the Common Bench, and certified in banco, and there ingrossed, a Scire facias shall be brought there directed to the Sheriff of London, and not to the Sheriff of Middlesex where the Bench is, by all the Prothonotaries of the Common Bench. 4. M. 1. B. Lieu 85.

Limitations.
Limitations.

Note, that it seems clear, that the new Limitation, and also the ancient Limitation extends to Copyhold, as well as to Freehold: for the Statute is, that he shall not make prescription, title, nor claim, &c. And those who claim by Copy, make prescription, title, and claim, &c. And also the plaintiffs are in natura & forma Brevis Domini Regis ad communem Legem, &c. And those Writs which now are brought at Common Law, are ruled by the new Limitation, and therefore the plaintiffs of Copyhold shall be of the same nature and form. 6. E. 6. B. Limitations 2.

Livery.

Note, if the King hath a Ward because of Ward, and the first Ward comes to full age, and sues Livery, the other Ward being within age, there the Ward shall not sue Livery, but after le maine; for now the Seigniory of his Land is revived by the Livery, so that he holds not of the King as afore, but of his immediate Lord. But if the Ward because of Ward had been of full age before the first Ward, he should sue Livery. 25. H. 8. B. Livery 47.

Where a woman out of Ward by Marriage shall sue Livery at fourteen yeers. See Tit. Garde.

He which holds Land within the County Palatine of Lancaster of the King in Knight service, ut de Ducatu Lancastri. shall sue Livery. Contra of him who holds Land which lies out of the County Palatine of the King in Knight-service, &c. 28. H. 8. B. Livery 55.

Note, that general Livery cannot be, but upon Office
Livery.

Office found: but special Livery may be without Office, and without probation of age, but there he shall be bound to a rate and sum certain to be paid to the King. (B. Livery 56.) And by B. ibidem 31. this cannot be claimed by the Common Law, as general Livery may, but is at the will of the King. 28. H. 8.

If the King purchases a Mannor of which I. S. held in Knight service, the tenant shall hold as he held before, and he shall not render Livery nor primer feisin: for he holds not in Capite, but holds, ut de manerio: And if his heir be in Ward by reason of that, he shall have an ouster le maine at full age. And 'tis said, if the King after grant the Mannor to W. N. in fee, excepting the services of I. S. now I. S. holds of the King, as of the person of the King, and yet he shall not hold in Capite, but shall hold as he held before, for the a& of the King shall not prejudice the tenant. But if the King give Land to me in fee, tenendum, mihi & hereditibus meis of the King, &c. and expresses no certain services, I shall hold in Capite, for 'tis of the person of the King. And note that tenure in Capite, is of the person of the King. 29. H. 8. B. Livery 57. Tenures 61.

Extent of livery is the value of the Land by half a year. But if he intrudes and enters without livery, he shall pay the yearly value by experience of the Exchequer. And where cestuy que ufe is attainted of Treason, and 'tis enacted by Parliament, That he shall forfeit his Land in possession, and in use, that there the King is but a purchaser, and therefore those who hold of him that was attainted, shall not sue livery. Quare, If it be enacted that he shall forfeit it to the King, his heirs and successors. Et contra, if he had been sole seised, and had been attainted by
Livery.

by the Common Law, for there the King hath the Land as King, and there those who held, &c. shall sue livery. And yet the Statute is, Si quis tenuerit de nobis de aliqua escheta, ut de honore Wallingford Bofen, &c. non faciet aliud serviciunquam fecit prae-
tea. And therefore this is intended of a common escheat. And also some Honours are in Capite, as part of Peuerel, and others. 29 H. 8. B. Livery 58.

The Kings tenant leaves for years and dies, the heir shall sue livery notwithstanding the Leafe in-
dures. And the same where the Father declares his will of the Land for yeers and dies. 30 H. 8. B. Livery 59.

If a man holds of the King before the Statute of uses, and infeoffs others to his for term of life, the rem' over in tail, the rem' to his right heirs, and dies, and after the tenant in tail dies without issue, the heir of the Feoffor shall sue livery, for the fee simple was never out of him, and therefore it descends to his heir, and if he hath it by descent, he shall sue livery. And the same Law and for the same reason, if at this day a man gives in tail, the rem' to his right heirs. Otherwise B. 2. seems where a man makes a Feoffment in fee in possession, and dismisses himself of all, and retakes for term of life, the rem' in tail, the rem' to his right heirs, and dies, and after the tenant in tail dies without issue, there the heir, who is right heir is a purchaser. And if the King seifes, he shall sue ouster le main, and shall not be compelled to sue livery; But if the tenant in tail had dyed without issue in the life of tenant for life, and after the tenant for life dies, there his heir shall sue livery, for the fee simple was vested in the tenant for life, by extinguishment of the mean rem', and therefore the fee simple descends. And note, livery is

Livery.

is that the King shall have the value of the land by half a year. And ouster le main is a Writ to ouste the King of the Land without any profit given to the King, 32 H. 8. B. Livery 61.

Where a man holds certain Land of the King in Soccage in Capite, the King shall not have liberty of more then the Soccage-Land, 32 H. 8. B. Garde 97.

He which holds of the King in Knight service and not in Capite, shall not sue livery, because he holds not in Capite, and there when the heir comes to full age, he shall have an ouster le main, for none can enter upon the King. But if he be of full age at the time of the death of his ancestor, then he shall render relief to the King and goo quite, as if he had helden of a common person. Contra, of Tenure in Capite. 32 H. 8. B. Livery 62.

Note, that the heir of him who holds of the King in Capite in Soccage shall not render primer seisin to the King for all his Lands, but onely for those Lands holden in Soccage in Capite. Contrary of him who holds in Knight service in Capite, by the experience of the Exchequer. And the heir which sues Livery shall have in every County a several livery. And note that livery is where the heir hath been in Ward, and comes to full age, he shall have livery extra manus Regis. And primer seisin is, where the heir is of full age at the time of the death of his ancestor, or where his tenant holds in Soccage in Capite, and dies, there the King shall have primer seisin of the Land, which amounts to the like charge to the heir, as the livery is. 38 H. 8. B. Livery 60.

Note that a man cannot sue livery in the Chancery for Land in Wales, Nor in a County Palatine by experience. Time H. 8. B. Livery 63.
Livery.

If the heir of cestuy que use be of full age at the time of the death of his ancestor, the King shall not have primer seisin, for 'tis not given by the Stat. but onely the ward of Land and body. And if a will were declared by cestuy que use, which is not performed during the nonage of the heir, there the King shall not have the Land, but the heir at full age, shall prove his age, and shall goe quite by experience in the Exchequer. Casus B. Livery 77. the middle.

Mainprize.

If a man be arrested in London, and finds sureties to the Plaintiff there, and after is dismissed in banco by Writ of priviledge, and after a Procedendo comes in the same suit to the court of London, this shall not revive the first mainprize, or suretie ship, for once dismissed, and always dismissed. And 'tis said that after a man hath found mainprize to a Bill in the Kings Bench, and after is at issue or demurrer, and after is awarded to replead, and to make a new declaration, the Mainprize is by this discharged. Contrary, where they manucepterunt usque ad finem pliti, and where the original remains. 32. H. 8. B. Mainprise. 96.

If a man be convicted of Felony, and remains in prison, and after the King pardons him, there the Justices of Gaol-delivery may bail him till the next Sessions of Gaol-delivery, so that he may then come with his Pardon, and plead it. 2. E. 6. B. Mainprise. 94.
Maintenance.

Note, by all, where Tenant in Tayl, or for term of Life, is impleaded, he in rem’ or reversion, may maintain, and give of his proper money to maintain for safeguard of his interest: for ’twas agreed that he who hath an interest in the Land, may maintain to save it. 1 E. 6. B. Maintenance. 53.

Note, that upon the Statute of buying Titles, and to maintain that a man shall not buy Land, except the vendor hath been in possession, &c. by a year before, ’twas agreed by Mountague chief Justice, and by all of Serjeants Inne in Fleet-street, that if a man morgages his Land, and redeems it, he may sell his Land infra unum annum prox. &c. without danger of the State aforesaid: for so is the intendment of the Statute: for the ancient Statutes are, That none shall maintain; and yet a man may maintain his Cousin, and so of the like: for ’tis not intended, but of unlawful maintenance; and so of a pretensed Title, and not of that which is clear Title. 6. E. 6. B. Maintenance. 38.

Mannor.

A man cannot make a Mannor at this day, notwithstanding that he gives Land to many severally in Tayl, to hold of him by Services, and suit of his Court: for he may make a Tenure, but not a Court: for a Court cannot be but by continuance cujus contrarium memoria hominum non exspect. And ’tis said for Law, that if a Mannor be, and all the Free-tenures escheat to the Lord, but one, or if he purchases all but one, there after this the Mannor is
Mannor.

is extingt: for there cannot be a Mannor, except there be a Court-Baron to it. And a Court-Baron cannot be holden but before Suitors, and not before one Suitor: therefore one Free-holder onely cannot make a Mannor. 33. H. 8. B. Comprise 31. Mannor. 5.

Misnômer, Misnamer.

A Statute was acknowledged by a man in the name of I. S. de D. in Com' E. Butcher, and he was taken upon Procefs, and said in avoydance of the Statute, that he was always dwelling at S. and not at D. and was a Husbandman, and not a Butcher; and that I. S. of D. acknowledged the Statute without this, that he is the same person that acknowledged it: which Plea was refused, for a great inconvenience that might fall upon it. 36. H. 8. B. Misnômer. 34. the end.

Monstrans de faits.
Shewing of Deeds.

See that he which pleads a Deed or Record, or which declares upon a Deed or Record, it behoves him to shew it: for Oyer of those is always to be had by him which is charged by it. Regula B. Monstrans. 165. Oyer de Recordes. 15. the end.

Mortdauncestor.

By the best opinion in the Common Bench, if two purchase jointly to them and to the heires of one, and he which hath the Fee dies, and after the other dies, the heir of the first shall not have a Mort-
Mortdauncest[or].

Mortdauncest[or] (and B. seems the reason to be, because the Fee was not executed in Possession, by reason of the survivor of the other, and 'tis in effect now but the descent of a reversion) and the wife of him who had the Fee, shall not have Dower, and yet he might have forfeited the Fee simple or given it by Feoffement, but not by grant of the Reversion. 12. E. 4. 2. and joyn the Mife in a Writ of Right, for he in Reversion, and the Tenant for life may do it. Quære, if he may release it. 29. H. 8. B. Mortdauncest[or]. 59.

Mortmain.

Lord and Tenant, the Tenant leases for life to I. 8. the remainder to an Abbot and his successors, the Lord need not to make claim, till the Tenant for life be dead; for if he will waive the Remainder 'tis not Mortmain. But of a grant of a Reversion with Attornment, 'tis otherwise. And if the Tenant makes a Feoffment in Fee, to the use of A. for life, and after to the use of an Abbot and his successors, there 'tis not Mortmain, till the Tenant for life in use dies, and he in Remainder takes the profits. Note that appropriation of an advowson without licence is Mortmain. 25. H. 8. B. Mortmain. 37.

If a man leases to an Abbot and his successors, or to another Religious person for a 100 years, and so from a 100 years to a 100 years, until 300 years be incurred, this is one Lease, and such Lease is Mortmain by the words of the Statute de religiosis.

7. E. 1. S. colore termini, for the said Statute is, quod nullus emeret, vel sub colore donationis aut termini, aut ratione alterius tituli ab aliquo reciperi, aut arte vel ingenio...
Mortmain.

ingenio sibi appropriare presumat, &c. And the same Law of a Leafe for 400 years, or the like, Contrary, if a man leases for a 100 years, or the like, and covenants that he or his heirs at the end of a 100 years, will make another Leafe for another 100 years, and so further, this is not Mortmain, for 'tis but one Leafe for a 100 years, and the rest is but a Covenant, but in the first case, for that is for 300 years at first in effect, and all by one and the same Deed, (B. Mortmain. 30. Leases. 49.) And 99 years is not Mortmain. And also a Leafe for a 100 years is not Mortmain by B. for tis a usual term. 29. H. 8. B. Mortmain. 30.

By Br. if an alienation in Mortmain be, and the alienee is disseised, and the disseisor dies seised, his heir is in by distant, yet the Lord may enter within the year, for he hath but onely a Title of Entry, and cannot have an Action. But otherwise of him who hath right of Entry, and may have an Action. r. E. 6. B. Mortmain. 6. the end.

Negativa preignans;

fee Tit. Issues joyns.

Non-ability.

WHERE, and in what Case an Alien is disabled from bringing of an Action, what not? See Tit. Alien.

Non
Non est Factum.

Note, that in Debt upon an obligation made for Usury, and the Defendant pleads this matter, he shall conclude, and so the obligation is void, Judgement is action, and shall not conclude non est factum. 7. El. 6. B. Non est factum. 14. the end.

Nonsuit.

Note, that the King cannot be nonsuited; yet B. seems that he who tam pro Domino rege, quam pro seipso sequitur may be nonsuited. 25. H. 8. B. Nonsuit. 68.

Note, when the parties in an Action have demurred in judgement, and have a day over, there at that day the Plaintiff may be demanded, and may be nonsuited, as well as at a day given after Issue joined. 38. H. 8. B. Nonsuit. 67.

Nontenure.

Where a man is barred by a false verdict, and brings an attainct against the first Tenant, nontenure is no plea, for he is privy; contrary to a stranger, as where the Tenant infeoffs a stranger after. 19. H. 8. B. Nontenure. 6.

In an attainct Nontenure is no plea for a privy to the first action; contra for a stranger to the first Action (B. Nontenure. 16.) And tis said that 'tis no plea in an attainct, to say that the Plaintiff in the Attaint hath entered after the last continuance. 20. H. 8. B. Nontenure. 22.

Nontenure is no plea in Waste. See Tit. Waste.

Nofme.
Noisme. Name.

What shall be a good name of Purchase. See Tit. Discend.

Note, if a Dutches, or other such state marries with a Gentleman or an Esquire, she by this shall lose her dignity and name by which she was called before as in the case of the Lady Powes, and Dutches of Suffolk, the one espoused R. Howard, and the other S. the Dutches, Adrian Stokes; and therefore Writs were abated in their Cases; For by the book of Heralds; quando mulier nobilis nupteerit ignobilis, definit esse nobilis. 4. M. x. B. Brief. 546. Noisme. 69.

Notice.

The Patron shall take notice of every voidance of an Advowson, except resignation, and of this the ordinary shall give him notice. Lettre Frowick. B. Notice. 27.

Office devant, &c.

Office before, &c.

NOTE, by those of the Exchequer; where a man is attainted by Parliament, and all his Lands to be forfeited; and doth not say that they shall be in the King without Office, there they are not in seisure of the King without Office, for non constat of Record what Lands they are. 27. H. 8. B. Office devant. 17.
If the King grant Land for term of life, & after the Patentee dies, yet the King cannot grant it over till the death be found by office, & this by reason of the Stat. that a grant before office shall be void. 29. H. 8. B. Office devant. 56.

If an Office finde the death of the Kings Tenant, and that his heir is of full age, and doth not say when, there it shall be intended that he is of full age, tempore captionis inquisitionis, but that he was within age tempore mortis tenentis, and therefore it ought to be expressed certain when he was of full age. 29. H. 8. B. Office devant. 58.

Note, that 'tis an antient course in the Exchequer, that if it be found by Office that I. S. was seised in Fee and died, sed de quo vel de quibus tenemeta tentetur, ignorant, that a Commission shall issue to enquire of it certainly, de quo &c. and if it be found that of W. N. then the party shall have Ouster l'main of the King. But if an Office be found, quod tentetur de Rege, sed per que servitium ignoratur, this is good for the King, and it shall be intended to be helden in Capite per servitium Militare, for the best shall be taken for the King. But now in these cases, a Me- lius inquirendum shall be awarded by the Statute. 30. H. 8. B. Office devant. 59.

Land was given by the King pro erectione Collegii Cardinalis Eborum, and the Colledge was not erected, and upon office found thereof, the King seised. Time. H. 8. B. Office. 4. the end.

Twas agreed by the Justices, that the King is not intitled to the land of his ward without office, though he hath in it but a Chattell, yet it comes ratione tenure, which is a seigniory and freehold in the King. 5. E. 6. B. Office devant. 55.

Note, that of a Chattell the King is in possession without
Office devant, &c. 139

without office. And *contra* of land and of freehold, except of a term; And sometimes he shall be in pos-
session of inheritance without office; yet the King
shall not have the land of his ward without office,
though he hath in it but a Chattel; for the ward
comes by reason of the tenure, which is a seigniory
and freehold in the King, and therefore a difference
betwixt this, and a lease for years of a man outlawed.
For if a man hath a term for years, or a ward, and
is outlawed, this is in the King without office. Lecture. B. Office devant. 60.

Officer.

Note, for Law, if a man hath a fee of a Lord,
and after is made Justice, this fee is not void by the
Law, but after the making of him Justice, he is not
to take any fee, but of the King; and the same law
of him who hath an office of Steward, and after is
made Justice. *Et per plures* where a man is a Baili
of a Mannor by patent, and after is made Steward
of the same Mannor by another patent, both patents
are good; For the Suits are Judges, and not the
Baili. But *per plures* if a man be a Forrestor by
patent, and after is made Justice of the same Forrest,
the first patent is void. As where a Parson is made
a Bishop, the Parsonage is void, for he cannot be or-
dinary of himself, nor punish himself. And B accords
that a man cannot be Keeper of a Forrest, and Justice
of the Forrest, for the killing of the Deer by the
Keeper, and the like, is a forfeiture of his office,
which shall be adjudged by the Justices of the For-
rest, and he cannot judge himself. But a man may
be a Steward of a Forrest by patent, and Justice of
the same Forrest by another patent, and both good,

M. 1. Tit. Commiision.

10. H. 7. 7. by Vauifor. 15. E.
4. 3. by Brian.
for both are judicial. And Justices of the Forrest may make a Steward of the Forrest. 29. H. 8. B. Officer. 47.

Note, that the Sheriff and Escheator void their office by demise of the King, for they are made by patents, which are as a commission is, and therefore 'tis used at the demise of the King for to sue out new patents, as 'twas this year. 1. M. 1. B. Officer. 25. the end.

Obligation.

If A. be bound to B. in 40. s. ad usum I. S. there I. S. may release the obligation, because that (ad usum) is expressed in the obligation. Et econtra if this did not appear in the obligation. 36. H. 8. B. Obligation. 72.

Oyer of Records, &c. see Tit. Monstrans de faits.

Oyer & TERMINER:

Tis said that if a Commission of Oyer and Termi-ner expire or discontinue, then the indictsments and record shall be sent into the King's Bench, and there they shall be finished (see how Tit. Corone.) 38. H. B. Oyer & Termeni. 1. the end.

Twas granted in the case of Ben. Smith upon the Statute of 2. E. 6. cap. 24. of Felony in one County, and accessory in another County; that the Justices of the King's Bench are Justices of Oyer and Termi-ner of Felony, Treasons, and the like, by the Common Law, and Custom of the Realm, 3. M. 1. B. Oyer & Termeni. 8.

Pain.
Pain.

T WAS adjudged in Curia hospitii Domini Regis *apud* Greenwich *versus* Edmundum Knivet militem, that he should be disinherit, imprisoned, for ever, and his hands cut off, quia percussit quendam hominem ibidem, the King being there in his Court. 33. H. 8. B. Pain. 16. the end.

Panell.

Twas agreed in the Exchequer where a jury is awarded de mediate lingue, where an alien is party, and the panel returned, that the one of the denizens and the other of aliens shall be sworn, till they have 6 denizens, 6 aliens sworn. The same Law there, where the jury remains for default of jurors, there a Tail shall be part of English, and part of aliens, and this if the party prays it. But if he doth not pray it, B. seems 'tis error, except by the Statute of Jeofails it be holpen. 32. H. 8. and so by him where the panel is party, the party is not compellable to take the jury, except 6 of the one, and 6 of the other are sworn. 4. E. 6. B. Panel. 2. the end.

Parliment.

If the King be intituled to the land of I. S. by forfeiture of Treason, or Felony, by act of Parliament or office, by this all tenures are determined, as well of the King, as of all others. And there, if this

See Coke upon Lit. & Dyer contra. 32. H. 8. cap.

this land after be given to another, by another Act of Parliament saving to all others all their Rights, Interests, Titles, Rent-service, and the like, as if no such Act had been, there the Seignories and the like shall not be revived, for no Seigniorie was in esse at the time of the second Act made. And here are not words of Gift, nor Reviving, but words of Saving, which serves not but to save that which in esse at the time of the Saving, &c. But such Proviso in the first Act would serve; for this comes with the Act which Intitles the King. And where the King is Intitled to Land by Office for Escheat, and after 'tis enacted by Parliament that the King shall enjoy it, saving to all others their Seignories, and the like, there such Saving will not serve (for the reason aforesaid) for all was extinct before by the Office, and nothing was in esse at the time of the Saving (which was in use between the King and Keckwich in the County of Essex, where R. lost his Seigniory) But there ought to be words affirmative, that the Lords shall have their Seignories. 27. H. 8. B. Parliament. 77.

Note by Englefield Justice, in the Case between Button and Savage, that where a man hath Title to Land by a Tail, and after the same Land is given to him by Parliament, that his Heirs shall not be remitted; for by the Act of Parliament all other Titles are excluded for ever; for this is a Judgement of the Parliament: And where the Land is given expressly to any person by name, by Act of Parliament, he, nor his Heirs shall not have other Estate then is given by the Act, but that that onely shall stand. (B. Parliament. 73. Remitter. 49. the end.) And the same Law where the King had Title in Tail, and the Land is given to him by Parliament
Parliament.

In Fee, the Tail is determined. So that the Heir shall not avoid Leases made by his Father, nor Charges, and the like; for the last Statute bindes all former Titles and Estates not excepted. 29. H. 8. B. Parliament. 73.

If divers Sessions are in one and the same Parliament, and the King signes not a Bill till at last, there all is but one and the same day, and all shall have relation to the first day of the first Sessions, and the first day and the last, all is but one and the same Parliament, and one and the same day in Law, except special mention be made in the Act when it shall take force. But every Sessions in which the King signes the Bills, is a day by it self, and a Parliament by it self, and shall not have other relation but to the same Sessions. 33. H. 8. B. Parliament. 86. Relation. 35.

Note, if a man in an Action, or pleading alleges a Statute, and mis-recites it in matter, or in year, day, or place; the other may demurr generally, for there is no such Statute, and then there is no such Law, for every one that meddles with it, ought to shew the Law truly. But in case of the King it may be amended, and this in another Term; Contrary for a common person. 33. H. 8. B. Parliament. 87.

Memorandum, that at the Parliament holden by adjournment H. this year, 'twas admitted by the King's Writ, and so accepted, that if one Burgess be made Major of a Town which hath judicial jurisdiction, and another is sick, that these are sufficient causes to eleget new ones, wherefore they did so by the King's Writ out of the Chancery, comprising this matter, which was admitted and accepted in the Commons House of Parliament. 38. H. 8. B. Parliament. 7.


H. 6. & 7. E. Com. 79. per Justiciarios.

Parnour, Taker of the Profits.

Parnour, Taker of the profits.

An Office is found after the death of Cestuy que use that he died seiz'd, and the heir is in ward of the King, and after a Recovery is had against the Heir during the possession of the King as against the Pernour of the profits, before the Statute of Uses 27. H. 8. the Feoffees traverse the office, or sue an Oyster 'main, this Recovery shall bind the heir, but the Recoverer cannot enter during the possession of the King. 29. H. 8. B. Pernour. 32.

A man cannot aver another Pernour of the Profits of other things, which are not in demand. B. Pernour. 4. the middle.

Patents.

The King gives Land to I. 8. Et heredibus masculis suis, the grant is void. See Tit. Estates.

If the King Licences his Tenant to alien his Mannor of D. and he aliens it except one acre, the licence shall not serve it, for the King is not asserted of his Tenant of all. And if I have a Licence to impark 200 acres, and do it according, and after increase by other 10 acres, there this is not a Park. 23. H. 8. B. Patents. 76.

If the King grants omnia terras et tenementa sua in D. this is a good grant by these general words. 30. H. 8. B. Patents. 95.

The King gave to the Earl of Rutland in Tail, and after intended to give to him in Fee simple, and to extinguish the Tail, and 'twas doubted that the surrender of the Letters Patents of the Tail, and the cancelling of them, and of the Inrollment and Bill assigned,
assigned, will not exting the Tail, for the Tail executed may be averred without shewing the Patent. And a Formedon lies after the Tail executed, without shewing the Patent. And 'twas taken that 'twas not a good surety for the King, for his services to give the reversion, to hold the reversion by such services when it vests, and to except the first services during the Tail, for when the reversion is gone, the Rent and Services reserved upon the Tail, are gone as well in case of the King, as a common person. And therefore the devise was, that the King by a new Patent, reciting the first Patent, shall give the Reversion, and the first Rent and Services to have in Fee, to hold by such Services, and rendring such Rent, and by this the King shall have the new Tenure presently, and the Grantee shall not be charged with double Services and Rents during the Tail, and 'twas agreed for Law, that if a man loseth his Letters Patents, he shall have a Confant of the Letters Patents out of the Inrolment, and Bill assigned, which remains in the Chancery: And therefore B. seems that the Inrolment shall not be cancelled (B. Patents. 97.) And 'twas agreed by Whorewood the Kings Attorney, & optimis legis peritos, that if Tenant in Tail of the Gift of the King surrenders his Letters Patents, this shall not exting the Tail, for the Inrolment remains of Record, out of which the issue in Tail may have a Confant, and recover the Land, wherefore they made the Devise aforesaid, viz. that the King shall grant to the said Earl Tenant in Tail the Fee simple also, and then a Recovery against him will barr the Tail. Otherwise the Reversion being in the King (B. Surrenders. 51.) And 'tis said for Law, if the King gives in Fee, or in Tail, or for life, the Patentee Leaves for years, or grants, Leaves, or
or gives part of the Land or of the Interest to another, and after surrenders his Patent, by which 'tis cancelled, this shall not prejudice the third person, that he shall lose his interest by it: for he may have a Constat out of the enrolment which shall serve him. Quære inde, because a Statute is made of it. And Quære if the Common Law shall not serve: for it appears in the book of Entries fo. that a man pleaded a Constat, 32. H. 8. B. Patents. 79. the end. Surrender. 51.

What thing in action the King may grant, what not? See Tit. Chose in action.

If the King grant a Baliwick, or sheriffwick to I. S. absque compoto red dend. the word absque compot. is worth nothing: for 'tis contrary to the Nature of the thing granted, 36. H. 8. B. Patents. 99.

If Conunjance of plea be granted by the King, he ought to shew where; as in Guild-hall, or the like; and before whom, as before his Steward, &c. And the King may grant Toll, Fair, Market, and the like: but not to have Assise of Fresh force, nor Toll traverse, nor Through Toll, nor that the Land shall be Deviseable, Borrough-Englishe Gavelkine, nor the like: for these are by Custom, which cannot commence at this day by grant: for the King cannot make a Law by his grant: and that by grant of Conunjance of pleas, he shall not hold plea of an assise, nor of a certificate of assise.

And 'tis said for Law, That a false consideration in Letters patents shall not avoid them: as where the King for ten pound to him paid, gave such Land, and the ten pound is not paid, the patent is not void, nor shall not be repealed: Contrary of a patent granted upon a false surmise: as to falsifie that the land came to the King by attainer of I. S. which is not
not true, or the like. Quære, the diversity, 37. H. 8. B. patents. 100.

Where the King, Tenant in Tail, cannot discontinue, or charge by grant, by patent. See Tit. Discontinuance de possession.

Note, that 'twas agreed, That where the King grants Land which is in Lease for term of years, of one who was attained, or of an Abby, and the like, that the grant is good without recital of the Lease of him who was attained, or of the Abby: for he shall not recite any Lease but Leases of Record. Time H. 8. B. patents. 93.

'Twas granted in the case of Thomas Inglefield, Knight, where the King Recites, quod cum A. B. tenet manerium de B. pro termino vitae suæ de concessione nostra, &c. Sciatis nos concessisse C. S. reversi processionem manerii prædicti, &c. Habendum, &c. that this is a good Grant. Therefor B. seems that if the King mis-recites the date of the first Letters Patents, or the like, yet if he well recites the estate and the thing, and the name of the Lessee, that then the Grant of the Reversion is good. For where the King takes notice of his Tenant for term of life, and of his estate, and grants the Reversion, he is not deceived in his Grant, for he takes upon him notice of the former Interest for life, and then the date of the first Patent is not material. Time H. 8. B. Patents. 96.

By Mervin Justice, a Constat is pleadable; contrary of an Inpeximus, for in the one case the Patent remains, and in the other 'tis lost. And by B. in the Book of entries a Constat was pleaded, and aid granted of the King upon it. 1. E. 6. B. Patents. 97. the end.

TT

Peace.
Peace.

A man is bound to the peace, and procures another to break the peace, this is a forfeiture of his Bond, as 'twas said. *Time H. 8. B. Peace. 20.*

Peremptorie.

A man recovers debt or damages and after brings thereof a *Scire Fac* the first return of *Nihil* against the Defendant is peremptory if he makes default. 24. *H. 8. B. Peremptorie 63.*

Where a man brings an *Action* real or mixt, or makes an avowry or confess, and issue is taken upon the *seisin infra tempus statuti*, and 'tis found against the demandant Plaintiff, or avowant, this is peremptory by the same Statute. 1. *M. 1. B. Peremptorie. 78.*

Petition.

'Tis held for Law, if the King be Intituled by double matter of Record, as 'tis enacted by Parliament, that *I. S.* shall be attainted of Treason, or Felony, and shall forfeit all his Lands, and also an Office is found thereof, there the party who hath right, cannot traverse, but is put to petition. And the same Law if the King grant it over after the double matter of Record found. 33. *H. 8. B. Petition. 35. Travers de office. 51.*

Note, That Petition was at Common Law, but Traverse is by Statute, *Lection. B. Petition. 41. Travers de office. 54.* See Tit. *Travers de Office.*

Pledges.
Pledges.

Pledges.

A man gages his goods in pledge for 40. l. borrowed, and after the Debtor is convicted in 100. l. in debt to another, these goods shall not be taken in Execution till the 40. l. be paid: for the Creditor hath an interest in them: and also goods taken for Distress, cannot be taken in Execution. 34. H. 8. B. pledges. 28.

Pleadings.

Note that it is said for Law, That he which pleads a Recovery by default, ought to aver his Title of his Writ. And also that the Defendant in the Recovery was Tenant of the Free-hold die brevis: but if the recovery were by action tried, he needs not to take the one averment or the other. Yet 'twas said, that in a quod ei deforceat he that pleads the recovery by default, need not aver the party tenant of the Freehold tempore brevis fui, for 'tis proved that he was Tenant tempore, &c. by the use of the Quod ei deforceat, for this is the effect of this action; because that the Demandant in this action, lost by default in the first action: yet he shall aver the Title of his Writ:

And he which pleads a Recovery in a Writ of Waste by default, needs not to aver the party Tenant; for Non Tenure in this action is no Plea. 24. H. 8. B. Pleadings. 6.

He which pleads an entry for to defeat a Collateral Warranty, ought to aver that he entred in the life of the Ancestor. And in Dowre if the Tenant pleads a dioskfin by the husband, and the wife
wife pleads a Feoffment by I. N. to the husband, who after infeoffed the Tenant, and after disseised him, she shall say that the Feoffment of I. and the seisin of the husband, were during the coverture; and he which has an interest by Lease from Tenant for life, or in Tail, ought to aver the life of the Tenant for life, or in Tail, 26. H. 8. B. pleadings. 147.

Where a man ought to aver that, the one and the other are one, and not divers, See Tit. Avverments.

Where a stranger to a Deed may plead it, where not? See Tit. E stranger.

Note, for Law, That 'tis good pleading to say, that I. N. and W. N. were seised in Dominico suo ut de Feodo ad usum T. P. and his Heirs, without shewing the Commencement of the use; as to say, that A. was seised in Fee, and infeoffed I. N. and W. N. ad usum T. P. &c. But a man cannot plead that A. B. was seised in Tail without shewing the gift; for the one is a particular estate, and not the other, 36. H. 8. B. Pleadings. 160.

Plenartie.

Note, when there is no Patron, as where the Patron is a Priest and is admitted to this Benefice himslef. Or where my Advowson is aliened in Mortmain, and appropriated to a House of Religion, and the like; in these cases I. may have a Quare impedit, and there Plenarty by six Months is no plea, 6 H. 8. B. Plenartie. 10.

Premunire.

Premunire by Bil in the Kings bench, See Tit. Bill.
Premunire.

A Prohibition lies often where a Premunire lies not; as of great Trees, *vel pro decimis, de septima parte*, prohibition lies, and not a Premunire; for the nature of the action belongs to the Spiritual Court, but not the cause in this form. But where 'tis of a lay thing which never appertained to the Spiritual Court, of this a Premunire lies, as of Debt against Executors upon a simple contract, or *pro lesse sale*, upon a promise to pay 10 l. by such a day, 24. *H.* 8. B. *Premunire.* 16.

Where a man attainted in a Premunire shall forfeit his Lands in Fee *imperpetuum*, See Tit. *Forfeiture de terre*, &c.

Prerogative.

A man hath land in use; of which, part is holden of *A.* by prioriti, and the rest of the King by Posterity in Knights service, and dies, the King shall have the ward of the body by his prerogative, and by the Statute of 4. *H.* 7. which gives the ward of *cujus usum where no will is declared*; and *per prerogativam regis*: Yet otherwise 'tis said of land in use holden of a common person; for the Tenant in use dyed not seised, and therefore out of the case of Prerogative for the Land, 21. *H.* 8. B. *Prerogative.* 29.

Note, by *Whorewood* the King's Attorney, and others: where an information is in the Exchequer upon a penal Statute, and the Defendant makes a bar, and traverses the Plea, that the King is bound to stand to the first traverse, which tenders an issue, and cannot waive such issue tendered, and traverse the former matter of the Plea, as he may upon a traverse of an office, and the like where the King is sole 65.
Prerogative.

sole party, and intitled by matter of Record; for upon the information there is no office found before: and also a subject is party with the King for to recover the moytie or the like, 34. H. 8. B. Prerogative. 116.

Shelley Just. was precise that a gift of the King is good of Chattels moveables without writing; as of a horse, and the like, 35. H. 8. B. Prerogat: 60. and 71. the ends.

Note by some, the King shall not have a Precipe quod redd. (as a Writ of Escheat) but his Title shall be found by Office. Time. H. 8. B. Prerogative. 119.

Where the King shall have his age? where not? See Tit. Age.

’Tis said if an information be by a subject for the King in the Exchequer, and the Defendant pleads a Bar, and traverses the information, the King may traverse the matter of the Bar if he will, and is not bound to maintain the matter which is contained in the absque hoc 7. E. 6. B. Prerogative. 65. the end.

The Prerogative of the King is a Treatise of the Common Law, and not Statute nor Declaration by Parliament. And a Mine of Ore, or Argent is to the owner of the soil. Quære, Lecture. B. Prærog. 134.

Where the Incumbent is made a Bishop, the King shall present by his Prerogative. See Tit. Presentation.

Prescription.

Where prescription shall be gone by acceptance of a grant of the thing, See Tit. Esopel.

'Twas
Prescription.

'Twas said for Law, that a custome may be allledged where there is no person that can prescribe: as inhabitants cannot prescribe: but they may allledge a custom that the inhabitants may Common in D. for the one goes with the place, and the other with the person, which person ought to be able to prescribe; for otherwise 'tis worth nothing, 2. M. 1.

B. Prescription, 100. the end.

Note, by the Juftices, that if a man grants prox. presentationem to A. and after before avoidance grants prox. presentationem ejusdem Ecclesiae to B. the second grant is void: for this was granted over by the Grantor before: and he shall not have the second presentation, for the grant doth not import it, 20. H. 8. B. Presentation. 52.

A man grants prox. presentationem, and hath a wife and dies, the Grantee shall have the first presentation, the heir the second, and the wife for Dowre the third, 33. H. 8. B. Presentation. 55.

Note, by B. That the Bishop of Ely said to him, that he saw a presentation in the time of E. 3. made by the said King. That he presented to a Benefice pro illa vice, which was of another patronage, by these words, ratione prærogative sue, which Benefice voided by reason that the King had made the incumbent of it a Bishop, who was consecrated: so that when a Benefice becomes void by making of an incumbent a Bishop, the King shall present to all his former benefices pro illa vice, whatsoever is Patron of them, 4. M. 1. B. Presentation. 61.

Priviledge.

Note, when a Record is removed out of a Court of Record, as London, &c. into the Kings Bench, or
or into Common Bench, there they shall not proceed upon the Original which was in London: but in the Kings Bench the party may aid himselfe by Bill of Midd. brought there against the party upon his appearance: and in the Common Bench to bring an Original returnable the same day. 36. H. 8. B. priviledge. 48.

Procedendo.

If a man arrested in a Franchise, sues a Writ of Privil edge and removes the body and the cause, and after comes not to prove his cause of Privil edge, the Plaintiff in the Franchise may have a Procedendo. And therefore B. seems that there the first sureties remain: otherwise if it had been dismissed by allowance of the privil edge, for then his Sureties are discharged. Yet it seems to him, that when they remove the body and the cause, they remove no sureties: but then there is not any Record against them; and then it seems that the privil edge being allowed, the sureties are discharged. Otherwise where the privil edge is not allowed; for then the Prisoner and the cause was awaies remaining in the custodie of those of the Franchise. 31. H. 8. B. Procedendo. 13. Sureties. 28.

Proclamation.

Note, that none can make Proclamation but by authority of the King, or Majors and the like, who have privil edge in Cities and Boroughs to do it, or have used it by custom. And Sir Edmund Knightly, Executor to Sir William Spencer, made Proclamation in certain market Towns, That the Creditors should
Proclamation.

Should come by a certain day, and claim and prove their Debts, &c. due by the Testator; and because that he did it without authority, he was committed to the Fleet, and put to a Fine. 22. H. 8. B. Proclam, 10.

Prohibition.

'Tis agreed, That if a man be sued in the Spiritual Court, for Tythes of seasonable wood, the partie grieved may make a suggestion in Chancery, or in the Kings Bench, that he is sued in the Spiritual Court for Tythes of great Trees, which pass the age of 20. years, by the name of Syrva Cedua, which is seasonable wood used to be cut, where indeed 'tis great Trees, and pray a Prohibition, and have it. And the same Law where a man is sued in curia Admiral' for a thing done upon the sea, where indeed 'twas done upon the land, there upon a surmise that it was done upon the land, he shall have a prohibition. 31. H. 8. B. Prohibition. 17.

Property.

'Twas agreed by the Justices, That if a Frenchman inhabit in England; and after War is proclaimed betwixt England and France, none may take his goods, because that he was here before: but if a Frenchman comes here after the War proclaimed, be it by his own good will, or by Tempest; or if he yeilds, and renders himself, or stands to his defence, every one may arrest him, and take his goods: and by this he hath a propertie in them, and the King shall not have them: and so 'twas put in ure the same year, betwixt the English and Scotch;
Scotch; and the King himself bought divers prisoners and goods the same year when Bullen was conquered of his proper subjects. 36. H. 8. B. Propertie, and proprietate probanda. 38. the end.

Who shall have property in an ejusm, See Tit. Estray.

Quare Impedit.

By Whorwood the King's Attorney, clearly; If two joyn'Tenants are, the one presents sole, and his Clerk inducted, the other is out of possession, 35. H. 8. B. quare impedit. 52. the end.

Quare impedit. by Mark Ogle, against Harrison, Clerk incumbent; who was in by the presentation of the King: and therefore the Writ was brought against him solely: and pending the Writ of quare impedit, the Plaintiff dyed after the six months past, who had but prox presentationem by grant, his executors brought another quare impedit. by journies accounts, intending to have saved the matter by the journies. And by the Justices of the Common Bench, where the Plaintiff dies, the Executors shall not have a Writ by journies accounts. (and B: seems that where the Plaintiff dies, none can have another writ by journies accounts. But contra in some cases where the Defendant dies having the writ. (B. journies accounts. 23; Quare impedit. 58.) And note by B. where the Grantee de prox. presentation brings a Quare impedit as before, and dies, after the six months past pending the Writ, and the Executors bring another Quare impedit. by Journies accounts, and take a General Writ, and count how that
that the grant was made to the Testator, and he brought a Quare imped. and dyed, and that they brought this Writ, and for that reason pertinet ad ipsos presentare, and the Defendant ipsos impedit, and then this imports that this is of a disturbance made to themselves after the 6 months past, & then the Writ lies not; for all ought to have been comprised in the Writ, and count specially and demand a writ to the Bishop upon the presentation, and writ of the Testator, & quia nonideo male; and nothing thereof comes in the case aforesaid, betwixt Mark Ogle, and Harriston, by B. 4. E. 6. B. Quare imped. 160.

Que estate, whose estate, &c.

'Tis said for Law, That if a man recovers land against I. S. or disseises I. S. he may plead that he hath his estate, and yet he is in the Poft, 31. H. 8. B. que estate. 48.

Que estate in another person of the Tenancy without shewing how, not so in Seigniory. See Tit. Auvorie.

'Twas agreed that a Que estate shall not be allowed in one who is mean in the conveyance; as to say that A. was feised in Fee, and Feoffed B. whose estate C. hath, who Feoffed the Defendant; for the que estate shall be allowed onely in the Defendant or Tenant himself, S. whose estate the Tenant hath, 1. E. 6. B. Que estate. 49.

Note that 'twas agreed by the Justices, That a man cannot convey an interest by a Que estate, of a particular estate, as Tail for life or for years, without shewing how he hath this estate, be it of the part of the Plaintiff, or Defendant, 7. E. 6. B. que estate. 31.
Quinzeisme.

'Twas agreed in the Exchequer, That Cities & Boroughs shall pay at Tenths, and Uplands at Fifteens, 34. H. 8. B. quinzieme, &c. 8.

Note by Exposition of those of the Exchequer, That Tax and Tallage is no other but Tenth, Fifteen, or other Subsidie granted by Parliament. And the Fifteen is of the Layitie, and the Tenth is of the Clergy, and is to be Levyed of their Land. And the Tenth and the Fifteen of the Layity, is of their goods: S. decimam partem bonorum in Civitatibus & Burg. Et quinsestim partem bonorum of the Layity in patria, which was Levyed in ancient time upon their goods. S. of the beasts upon their lands, which was very troublesom. But now 'tis levyed Secundum rat. terrarum suarum by verges of Land, & other quantities; so that now all know their certaintly in every Town and Countrey throughout the Realm. But 'tis yet Levyed in some places upon their goods: but in most places upon their Lands, which was granted by the Barons. 34. H. 8. B. quinzieme. 9.

Quo minus.

'Twas said for Law, that a man shall not wage his Law in a quo minus, 35. H. 8. B. Ley. 102. quo minus. 5. the ends.
Rationabili Parte, &c.

T WAS said for Law, That the Writ de Rationabili parte bonorum is by the Common Law; and that it hath been often put in use, as a Common Law, and never demurred to: therefore B. seems that 'tis the Common Law. 31. H. 8. B. Rationabili parte. 6. the end.

Recognizance.

Agreed for clear Law in the Chancery; if a man acknowledge a Statute staple, and after infeoffs the Recognissee, & he makes a Feoffment over, now the Land is discharged; for the Feoffee is but a stranger. But if the Cognisor repurchases the Land, it shall be put in Execution, and yet 'twas once discharged. Time. E. 6. B. Recognizance. 9. the end.

Note, that it did appear by search of the Records of the Common Bench, that the Justices of the Bench may take and Record Recognizance, as well out of Term, as within Term; and as well in any County of England, as at Westminster. 4. M. 1. B. Recognizance. 20.

Note, that the King himself cannot take a Recognizance; for he cannot be Judge himself, but ought to have a Judge under him to take it. And none can take a Recognizance, but a Justice of Record, or by Commission: as the Justices of the two Benches, Justice of Peace, and the like: for a Conservator of the Peace, which is by the custom of the Realm, cannot take.
Recognizance.


Record.

A man shall not plead a Record, except it be in the same Court where the Record remains; without shewing the Record exemplified sub magnō sigillo Anglicæ, if it be denied: for it ought to come into the Chancery by Cerciorare, and there to be exemplified sub sigillo; for if it be exemplified sub sigillo de communi banco, Scaccario, or the like, these are but evidence to a Jury. 22. H. 8. B. Record. 65.

'Tis said that he that pleads a recovery in a writ of right in a court baron in barre of an Assise before the Justice of Assise, he ought to shew it exemplified sub sigillo cancell. otherwise 'tis no plea. But of a Record in the common bench, he may vouch it there, and have day to bring it in; the same law by B. of any other court of Record. Yet otherwise in a court baron, for there 'tis a recovery, but no Record, for 'tis not a court of Record. Time. H. 8. B. Record. 66. the end.

Note that in the King's bench they have divers presidents, that in a writ of error upon a fine, the Record itself shall be certified, so that no plures proclam. shall be made, for if nothing be removed but a Transcript, they may proceed in the common bench notwithstanding that, and if it be reversed, this makes an end of all: but if it be affirmed, then the Record shall be sent into the common bench by Mittimus to be proclaimed and ingrossed. 4. M. 1. B. Record. 49.

Recovery
Recovery in value.

Recovery against husband and wife by writ of entry in the Post, where the wife is tenant in taile, and they vouch over, and so the demandant recovers against the husband and wife, and they over in value, this shall binde the taile and the heir of the wife. 23. H. 8. B. Recovery in value. 27.

Where a writ of entry in the Post is against tenant for terme of life to bind the fee simple, he ought to pray in aide of him in reversion, and then they to vouch upon the joyneder, &c. And such recovery with voucher is used for to dock the taile in ancient demesne upon a writ of right, and voucher over; and this of freehold there. Yet B. doubts of such recovery upon a plaint there of land of base tenure, for this cannot be warranted. Ideo quære. 23. H. 8. B. Recovery in value. 27. the middle.

Note, that 'twas taken, if my tenant for life vouches a stranger, who enters into the warranty, and cannot barre the demandant, by which the demandant recovers, and the tenant over in value, that this land recovered in value shall not go to me in reversion after the death of the tenant for life, nor the reversion of the land recovered in value, shall not be in me in the life of tenant for life, and so 'tis holden at this day. 25. H. 8. B. Recovery in value. 33.

Note, by some, where a writ of entry in the Post is brought against a husband and wife, where the wife is tenant in taile, and they vouch over and so the demandant recovers against the husband and wife, and they over in value; if the wife tenant in taile dyes, and the husband survives, this shall not bind the issue in taile, for the recompence shall go to the
Recovery in value.

the survivor, and then it shall not bind the issue in talle. Yet B. seems that this opinion is not law, for the recompence shall go, as the first land which was recovered should go. And voucher by husband and wife shall be intended for the interest of the wife. 25. H. 8. B. Recovery in value. 27. the end.

Tenant for life, the remainder over, or tenant in talle the remainder over, is impleaded by a writ of entry in the Poft, and he vouches a stranger, the demandant recovers against the tenant, and the tenant over in value, this shall bind him in remainder by Mountague's Jus. and others, for the recompence shall go to him in remainder. But yet in the case of the Lord Zouch and Stowell in the Chancery, the law was determined otherwise by all the Justices. B. seems the reason, because that when he vouches a stranger, the recompence shall not go to him in remainder; contrary, if he vouches the donor or his heir who is privy. But after this day many put in sure to bind the remainder. 27. H. 8. B. Recovery in value. 28.

Recovery against Feoffees jefted to use in tailed. See Tit. Feoffements to uses.

Tis held, that where tenant for life is, the remainder over in talle, or for life and the tenant for life is impleaded, and vouches him in remainder who vouches over one who hath title of Formedon, and so the recovery passes by voucher, there the issue of him who hath title of Formedon may bring his Formedon, and recover against the tenant for life, for the recompence supposed shall not go to the tenant for life, and therefore he may recover; for his ancestor warranted but the remainder, and not the estate for terme of life, and therefore the tenant for life cannot bind him by the recovery, for he did not warrant to him.
Recovery in value.

him. And therefore in such case the sure way is to make the tenant for life to pray in aide of him in remainder, and they to joyn and vouch him who hath title of Formedon, and so to passe the recovery, for there the recompence shall go to both. 30. H. 8. B. Recovery in value. 30.

'Twas agreed that if tenant in tale the reversion to the King, suffers a recovery, this shall bind him and his issue, but not the King by the common law. See now the Statute thereof that it shall not bind the issue. 33. H. 8. B. Recovery in value. 31. Tale. 41. the end.

Relation.

Where an office found for the King shall relate, where not. See Tit. Intrusion.


Note, that the attainer of Treason by Act of Parliament, shall not have elder relation then to the first day of the Parliament, except it be by speciall words that he shall forfeit his lands that he had such a day and after. 35. H. 8. B. Relation. 43.

'Tis held for good Law, that by attainer of felony by verdict, a man shall forfeit all his lands that he had the day of his felony done or ever after, for this shall have relation to the Act, contra upon an attinder by outlawry. For B. seems there that he shall not forfeit but those which he had, the time of the outlawry pronounced, or after, for outlawry hath not relation, as a verdict hath. Time. H. 8. B. Relation. 42. the end.

Relation of an Inrolment. See Tit. Faitz inrol.

x x x Releases.
Releases.

Husband and wife purchase in fee, and after they lease for years by Indenture, and after the husband releases to the lessee and his heirs, this is no discontinuance, and yet this gives a freehold to the lessee during the life of the husband; Per plures, without doubt. 29. H. 8. B. Releases. 81.

G. Chancery was possessed of an Indenture, and lost it, and I. S. found it, to whom the said G. C. released all actions and demands, and after the said I. S. gave the same Indenture to John Tison, and after the said G. C. brought an action of detinue against the said J. T. who pleaded that the said J. S. found the Indenture, and that the said G. C. released to the said J. S. all actions and demands, and after the said J. S. gave the said Indenture to the said J. T. Judgment if action. And 'twas agreed in the common Bench, the case being of land demanded ibidem, that this is a good barre, and that the release of all demandes shall exclude the party of seisure of the thing and of his entry into the land, and of the property of the chattell which he had before. And it was moved in the King's bench, and they were of the same opinion, and said that the reason is, because that entry in land, and seisure of goods are demandes in Law. 34. H. 8. B. Releases. 90.

Relief.

See Tit. Debt.

Remainder.
Remainder.

Remainder.
See Tit. Discent.

Remitter.


Note a Per curiam, if Tenant in Talie makes a Feoffement to his use in Fee before the Statute of uses made, 27. H. 8. and dyes before the said Statute, his heir within age, and after the Statute is made before the full age of the heir, by which the heir is in possession by the Statute, he shal not be remitted by it. Contrary of a dissent after the Statute, for this shal be a remitter, 34. H. 8. B. Remitter. 49.

If a man hath a Title of entry, and not a right of entry, as by escheat mortmaine, assent by a woman to a ravisher, and the like, and takes an estate of the terretantant, he shall not be remitted, for he hath but a Title. (And a man cannot be remitted, but in respect of a right before, as where a man is disseised and takes an estate of the disseisor, he is remitted, for he had a right of entry before.) And the same Law where a man deceases his Tenements, or converts Land from tillage into pasture against the Statute, and makes an estate for life to his Lord, he shall have no other estate: for he had but a Title of entry, and not a right of entry. Quære, for Non adjudicatur. 34. H. 8. B. remitter. 50.

Where a Devise shall take away a dissent, and will not remit. See Tit. Devise.

Repleder.
Releases.

Husband and wife purchase in fee, and after they lease for years by Indenture, and after the husband releases to the lessee and his heirs, this is no discontinuance, and yet this gives a freehold to the lessee during the life of the husband; Per plures, without doubt. 29. H. 8. B. Releases. 81.

G. Chancery. was possessed of an Indenture, and lost it, and I. S. found it, to whom the said G. C. released all actions and demands, and after the said I. S. gave the same Indenture to John Tison, and after the said G. C. brought an action of detinue against the said J. T., who pleaded that the said J. S. found the Indenture, and that the said G. C. released to the said J. S. all actions and demandes, and after the said J. S. gave the said Indenture to the said J. T. Judgment if action. And 'twas agreed in the common Bench, the cause being of land demanded ibidem, that this is a good barre, and that the release of all demandes shall exclude the party of seisure of the thing and of his entry into the land, and of the property of the chattell which he had before. And it was moved in the King's bench, and they were of the same opinion, and said that the reason is, because that entry in land, and seisure of goods are demandes in Law. 34. H. 8. B. Releases. 90.

Relief.

See Tit. Debt.

Remainder.
Remainder.

Remainder.
See Tit. Difcent.

Remitter.


Note a Per curiam, if Tenant in Taille makes a Feoffment to his use in Fee before the Statute of uses made, 27. H. 8. and dyes before the said Statute, his heir within age, and after the Statute is made before the full age of the heir, by which the heir is in possession by the Statute, he shall not be remitted by it. Contrary of a descent after the Statute, for this shall be a remitter, 34. H. 8. B. Remitter. 49.

If a man hath a Title of entry, and not a right of entry, as by escheat mortmaine, asent by a woman to a ravisher, and the like, and takes an estate of the terretenant, he shall not be remitted, for he hath but a Title. (And a man cannot be remitted, but in respect of a right before, as where a man is displeased and takes an estate of the disseisor, he is remitted, for he had a right of entry before.) And the same Law where a man decaies his Tenements, or converts Land from tillage into pasture against the Statute, and makes an estate for life to his Lord, he shall have no other estate: for he had but a Title of entry, and not a right of entry. Quære, for Non adjudicatur. 34. H. 8. B. remitter. 50.

Where a Devise shall take away a descent, and will not remit. See Tit. Devise.

Repleder.
Releases.

Husband and wife purchase in fee, and after they lease for years by Indenture, and after the husband releases to the lessee and his heirs, this is no discontinuance, and yet this gives a freehold to the lessee during the life of the husband; *Per plures*, without doubt. 29. H. 8. B. Releases. 81.

G. Chancery, was possessed of an Indenture, and lost it, and I. S. found it, to whom the said G. C. released all actions and demands, and after the said I. S. gave the same Indenture to John Tyson, and after the said G. C. brought an action of detinue against the said J. T. who pleaded that the said J. S. found the Indenture, and that the said G. C. released to the said J. S. all actions and demands, and after the said J. S. gave the said Indenture to the said J. T. Judgment in action. And 'twas agreed in the common Bench, the case being of land demanded *ibidem*, that this is a good barre, and that the release of all demands shall exclude the party of seifure of the thing and of his entry into the land, and of the property of the chattell which he had before. And it was moved in the King's bench, and they were of the same opinion, and said that the reason is, because that entry in land, and seifure of goods are demandes in Law. 34. H. 8. B. Releases. 90.

Relief.

See Tit. Debt.

Remainder.
Remainder.

Remainder. See Tit. Discent.

Remitter.


Note a Per curiam, if Tenant in Taille makes a Feoffement to his use in Fee before the statute of uses made, 27. H. 8. and dyes before the said Statute, his heir within age, and after the Statute is made before the full age of the heir, by which the heir is in possession by the Statute, he shall not be remitted by it. Contrary of a discent after the Statute, for this shall be a remitter, 34. H. 8. B. Remitter. 49.

If a man hath a Title of entry, and not a right of entry, as by escheat mortmaine, assent by a woman to a raverisher, and the like, and takes an estate of the terrentenant, he shall not be remitted, for he hath but a Title. (And a man cannot be remitted, but in respect of a right before, as where a man is dispossessed and takes an estate of the disposer, he is remitted, for he had a right of entry before.) And the same Law where a man decaies his Tenements, or converts Land from tillage into pasture against the Statute, and makes an estate for life to his Lord, he shall have no other estate: for he had but a Title of entry, and not a right of entry. Quæres, for Non adjudicatur. 34. H. 8. B. remitter. 50.

Where a Devise shall take away a discent, and will not remit. See Tit. Devise.

Repleder.
Releases.

Husband and wife purchase in fee, and after they lease for years by Indenture, and after the husband releases to the lessee and his heirs, this is no discontinuance, and yet this gives a freehold to the lessee during the life of the husband; Per plures, without doubt. 29. H. 8. B. Releases. 81.

G. Chancery was possessed of an Indenture, and lost it, and I. S. found it, to whom the said G. C. released all actions and demands, and after the said I. S. gave the same Indenture to John Tyson, and after the said G. C. brought an action of detinue against the said J. T. who pleaded that the said J. S. found the Indenture, and that the said G. C. released to the said J. S. all actions and demands, and after the said J. S. gave the said Indenture to the said J. T. Judgment is action. And 'twas agreed in the common Bench, the case being of land demanded ibidem, that this is a good barre, and that the release of all demandes shall exclude the party of seisure of the thing and of his entry into the land, and of the property of the chattell which he had before. And it was moved in the King's bench, and they were of the same opinion, and said that the reason is, because that entry in land, and seisure of goods are demandes in Law. 34. H. 8. B. Releases. 90.

Relief.

See Tit. Debt.

Remainder.
Remainder.

Remainder.
See Tit. Difcent.

Remitter.


Note a Per curiam, if Tenant in Taile makes a Feoffement to his use in Fee before the statute of uses made, 27. H. 8. and dyes before the said Statute, his heir within age, and after the Statute is made before the full age of the heir, by which the heir is in possession by the Statute, he shall not be remitted by it. Contrary of a descent after the Statute, for this shall be a remitter, 34. H. 8. B. Remitter. 49.

If a man hath a Title of entry, and not a right of entry, as by escheat mortmaine, assent by a woman to a ravisher, and the like, and takes an estate of the terretenant, he shall not be remitted, for he hath but a Title. (And a man cannot be remitted, but in respect of a right before, as where a man is disadvantaged and takes an estate of the defensor, he is remitted, for he had a right of entry before.) And the same Law where a manertys his Tenements, or converts Land from tillage into pasture against the Statute, and makes an estate for life to his Lord, he shall have no other estate: for he had but a Title of entry, and not a right of entry. Quære, for Non adjudicatur. 34. H. 8. B. remitter. 50.

Where a Devise shall take away a descent, and will not remit. See Tit. Devise.

Repledex.
'Repledër.

'Twas in use in the King's bench, though that the Jury be ready to pass there, if there be a Jeofail apparent in the Record, the inquest shall be discharged.

35. H. 8. B. repledër. 54.

'Rescoos.

See Tit. Distres.

'Reservations.


'Restituïon.

A man is attainted of Treason, the King may restore the Heir to the Land by his Patent of Grant, but he cannot make the heir to be heir of blood, nor to be restored to it without Parliament: for this is in prejudice of others. 3. E. 6. B. Restitution. 37.

'Restore al primer action.

Restored to the first action.

See Tit. Judgement. See Coke upon Lit.

If a man enters where his entry is not lawful, as the heir in Taüll after discontinuance, or the heir of a
a Woman, or the Woman herself after discontinuance, & the other upon whom he enters recovers against him, there they, S. the heir in Tail, or the woman, or her heir, is restored to their first action of Formedon, or, Cui in vita. Yet, if such who enters where his entry is not lawful, makes a Feoffment, and the other upon whom he entered, recovers: now the first action is not restored to the issue in Tail, nor to the Woman, nor to her heir, by reason of the Feoffment, which extinguishes right and action. But if he which so enters, makes a Feoffment upon condition, and for the condition broken, re-enters before that he upon whom he entered hath recovered: and then he recovers after the re-entry made by the condition, there he which made the Feoffment upon condition, is restored to his first action: for the entry by the Condition, extinguishes his Feoffment, 23. H. 8. B. Restore al primer action. 5.

Retorne de avers.
Return of beasts.

Note by the opinion of the Court, That if a man be nonsuited in a Replevin, and a return is awarded: and the Plaintiff brings a Writ of second deliverance, and suffers it to be discontinued, return irreplegible shall be awarded, as well as if the Plaintiff had been non-suited in the Writ of second deliverance. 17. H. 8. B. Retorne de avers. 37. Second deliverance. 15.

Revivings.

See Tit. Extinctions. Riot,
Riot, Rout, and unlawful Assembly.

Note, that Riot is where three or more do an unlawful act in Deed, and execute it, as to beat a man, enter upon possession, or the like: unlawful Assembly is, where a man assembles people to do an unlawful act, and doth not do it, nor execute it in deed. And Rout is, where many assemble themselves for their own quarrel; this is a Rout, and against law, though it be not executed: as inhabitants of a Town for to break down a hedge, wall, or the like, to have Common there or to beat a man who hath done to them Common displeasure, or the like. Lecture. B. Riots. 5.

Sanctuary.

See Tit. Corone.

Saver default, Saving default.

See Tit. Judgement.

Scire facias.

Of a thing Executory; a man shall have Execution for ever by scire facias. See Tit. Execution. Where Debt lies, and where a scire facias. See Tit. Debt. Where a scire facias upon a Recognisance shall be brought? See Tit. Lieu.

Second
Second Deliverance.
See Tit. Retorn de avers.

Seisin.

If a man holds of the King, and holds other Land of another Lord, and dies, his heir within age, who intrudes at his full age, and pays the rent to the other Lord, this is a good Seisin, and shall bind him after he hath sued livery: for the Seigniory was not suspended by the possession of the King, but only the distress: for after Livery, the other Lord may distress for the arrearages due before, per optim. opinionem tunc. See now the Statute thereof, That the officers of the King shall render yearly the rent to the Lord, and the heir shall not be charged with it by distress after upon livery sued, as he was at Common Law. 34. H. 8. B. Seisin, 48.

Several precipe.

'Twas agreed that a man may have Debt and Detinue by one and the same Writ by several Precipe, the one shall be Debet, the other Detinet, Tim. H. 8. B. several precipe. 5. the end.

Several Tenancie.

In an Affise, several Tenancy is no plea: and the same Law in other actions where no land is demanded in certain. 24. H. 8. B. several Tenancy. 18.

Statute
Statute Merchant.

'Twas said for Law, That if a man sues Execution upon a Statute Merchant, or Statute Staple, and part of the Land is extended nomine omnium terrarum, which is returned according, and the party accepts it, he shall never have an Extent, nor re-extent of the rest.

And that upon a Nihil returned upon a Testatum eft, he may have Proces in another County: for there the judgement shall be quod habeat executionem de terris quosque summa Levetur.


Note if a Statute Staple be extended, and so remains by seven years without Deliberate made, yet he may have a Deliberate at the end of 7. years, but he who hath the land delivered to him by liberate upon a Statute cannot make a surrender conditional to the Conusor, & enter for the condition broken, after the time of the extent incurred; as land of 10l. per an. is delivered in execution for 40l. this may in-curre in 4. years, there the Conussee by such condition, cannot enter after the four years incurred, for he ought to take the profits upon his Extent presently. And he shall not hold over his time nisi in speciali cafu, as where the Land is surrounded with water, sudden tempest, or the like. And the judgement shall be Quod teneat terram ut liberum tenementum suum quosque denarii levantur. 33. H. 8. B. Statute Merchant. 41.

'Tis said for Law, That if the Conusor upon a Statute Staple hath a Reversion, and grants it over, and after the Tenant for life dies, this Land shall not be
be put in execution: for the Reversion was never extendable in the hands of the Conufor. 33. H. 8. B. statute Merchant. 44. the end.

Note, by * Bromley, Hales, and Portman Justices, and Rich, who was first Chancellor of England, & Apprenticius Curiam That if the Conufee purchases parcel of the Land after the Statute acknowledged or Recognised, this is no discharge of the Statute against the Conufor himself. But the Feoffees of the Conufor of other Parcels, shall be thereof discharged. But if the Conufee hath the Land delivered in execution, and purchases parcel of the land of the Conufor, this is a discharge of the intire Statute. 36. H. 8. B. statute Merchant. 42.

'Twas said for Law, that if the Conufee upon a Statute staple dies, and his executors sue execution in the name of the Testator, as if he were in life, and the Sheriff takes the body in the name of the Testator, &c. yet this is not execution for the executors, but they may after have execution in their own name; for the first execution in the name of him that was dead before the Test of the Writ, was void, and the body cannot remain to satisfy him who was dead before. Nor the Sheriff cannot deliver the land nor goods to him who is dead, juxta formam brevis. And by B. in the book of Entries, the executors of the Conufee shall have execution upon a Statute Merchant, without Scire Facias, and this upon jurmife as it seems to him. And if the Conufor be returned dead, yet execution shall proceed of his Lands and Tenements without Scire Fac against his heir. And the extent and Liberate shall be served immediately. Yet by B. no remedy appears there for the goods of the Conufor, when the...
Statute Merchant.

A comisor is dead, to have any execution of them. 36. H. 8. B. Statute Merchant. 43.

'Tis said if a Writ of execution with extendi facias issues upon a Statute Merchant, that the Writ ought to be returned, and the land upon this delivered to the Comissee by Liberate Inde. Time H. 8. B. Statute Merchant. 32. the end.

Supersedeas.

'Twas holden for Law, that in a writ of attain a man shall not have a Supersedeas for to disturb execution; for the Verdict shall be intended true until 'tis reversed, &c. And that the Register which gives a Supersedeas there, is not Law. Contrary upon a Writ of Error; for it may be intended that Error is for the suit of the Defendant, &c. 33. H. 8. B. Supersedeas. 24.

Sureties.

Where Sureties in London shall remain after the action removed? &c. contra. See Tit. Procendo.

Affirmatur pro lege, that Suretie of the Peace is discharged by the death of the King, for 'tis to observe the peace of that King, and when he is dead, 'tis not his peace. 1. M. 1. B. Surety. 20.

Surrender.

Tenant for term of life surrenders to him in reversion out of the land to which he agrees, the freehold by this is in him presently, and he is Tenant to the action by precipe quod reddat without entry, but he
Surrender.

he shall not have Trespass without Entry. 31. H. 8. B. Surrender. 50.

Where tail shall be extinct by surrender of Letters Patents, where not, see Tit. Patents.

Note in the Case of Culpeper 'twas said that the King himself cannot record, or receive a surrender of land or Letters Patents, made to him extra curiam, but this ought to be before his Chancellor or other Justice to this authorized. 2. E. 6. B. Surrender. 53. the end.

If a man leases for years, the remainder over for years, and after the first Termor grants his interest to the Lessor, this is no surrender by reason of the mean interest of the term in remainder. And a Termor makes his Lessor his Executor and dies, this is no surrender, for he hath this to another use, contra wherewood inde. 2. E. 6. B. Surrender. 52.

Note, where a man leases land for term of years, the remainder over for life, the remainder over in fee, or reserving the reversion, there he in remainder for term of life, may surrender to him in reversion, or to him in remainder in Fee, and the estate for term of years is no impediment, for though it cannot give the possession of the land, yet it gives the possession of the freehold which is in the thing which was surrendered. 3. M. 1. B. Surrender. 55.

Suitor.

'Twas said for Law in the Star-Chamber, betwixt Brown Justice, and Lion Grocer of London, that a Court Baron may be holden before two suitors, for the plurall number sufficest. Time. H. 8. B. Suit. 17.

Tail.
Tail.

RECOVERY upon voucher against Tenant in tail, is a bar by reason of the recompence in value. And a recovery by writ of entry in the post by single voucher doth give but the estate which the tenant in tail hath in possession tempore recuperationis, so that if it were in of another estate then the tail, there the tail is not bound against the heir. But the double voucher is to make the tenant in tail to discontinue, and to bring the writ of entry against the feoffee, and then the feoffee shal vouch the tenant in tail, and he shal vouch over, and so shal lose; and this shal binde all interests and tails that the vouchee had. 23. H. 8. B. Tail. 32.

Tenant in tail hath issue and aliens with warranty, and leaves assets, & dies, the issue cannot recover by Formedon; for the warranty and assets is a barr: And if the issue aliens the assets, yet he shal not have a Formedon. But if he hath issue and dies, there the issue of the issue shal have a Formedon, because that the assets is not descended to him. Yet 'tis said that if the issue upon whom the warranty and assets descended brings a Formedon and is barred by judgement, and aliens the assets and dies, his issue shal not have a Formedon, because that his father was barred by judgement. B. Tail. 33. And if the tenant in tail hath issue two sons, by divers venters, and discontinues, and dies, and an ancestor collateral of the eldest son releases with warranty, and dies without issue, and the eldest son dies
Tail.

dies without issue, before any Formedon brought, the younger son may recover by Formedon; for he is not heir to the warrantor, and his brother was not barred by judgement. Yet B. doubts thereof; for it seems to him that the descent of the Collateral warranty extinicts the tail, but if the eldest had been barred by judgement, then clearly the younger is gon also. 24. H. 8. B. Tail. 33. Formedon. 18.

Tenant in tail, the reversion to the King, suffers a recovery quid operatur by it. See Tit. Discontinuance de possession & Recovery in value.

If the King gives lands in tail by his Letters Patents, and after the donee surrenders his letters patents to the K. the Tail by this is not extinct. 35. H. 8. B. Tail. 38.

The King Tenant in Tail cannot discontinue by grant by Patent. See Tit. Discontinuance de Possession.

Tenant at Will.

Note for Law, that there is no Tenant by sufferance, but he that first enters by authority and lawfully, as where a man leases for years, or for term of another's life, and holds over his term after the term expired, or after the death of cestui que vie. And Tenant at will is, where a man leases his land to another at will; for he who enters of his own head is a Disseiflower. Time. H. 8. B. Tenant per copy, 15. the end.

Tenant by Copy.

Note, that 'twas said for Law, that Tail may be of a Copyhold, and that a Formedon may ly of it in Descender by Protestation, in nature of a Writ of Formedon
Tenant by Copy.

**Formedon in Discender** at common Law, and good by all the Justices, for though that a Formedon in Discender was not given but by Statute; yet now this Writ lies at common Law, and it shall be intended that this hath been a custome there de tempore, &c. and the Demandant shall recover by advise of all the Justices, **15. H. 8. B. Tenant per Copy. 24.**

Where a Stuard, or under-stuard may let by Copy, & e contra, See Tit. Court baron.

Note, that if a man leases a Mannor for yeeres, in which are Copy-holds, and after a Copyholder dies, the termor of the Mannor grants the land by Copy for three lives, this is good; for the custome through all England is, that the Lord, for the time being, may demise by Copy, &c. and this notwithstanding that hee is but *durante bene placit.* or at Will. And 'tis held that such Tenant of a Mannor cannot demise, refinishing leffe rent then the ancient rent, but he ought to reserve the ancient rent, or more, *quaer of that. Tenant by suffrance.* see Tit. Tenant at Will.

**Tender.**

'Tis said for Law, that upon a Lease for yeers, rendring rent with re-entry the Leffee ought to bee ready all the day and make attendance to offer it; and it suffices for the Leffor to come any time of the day, yet the entry is, that the one and the other attended the intire day, *quaer inde.* **36. H. 8. B. Conditions. 192. the end. Entre Congeable. 2. the end,**

Note that 'twas agreed in the Serjeants Cafe, that where a man leases Land for yeeres, rendring rent, and for default of payment a re-entry, it suffices for the Leffee to tender the rent upon the Land, the last houre of the last day of the Moneth, if the money may
Tender.

may bee told in that time: And so it sufficeth for the Lessor to demand it the same hour, 4. M. i. B. Tender. 41.

If a man Leases for yeeres rendring rent at Michaelmas, and other Covenants, if hee bee bound in an obligation to pay the rent precisely, there hee shall seeke the Lessor, but if hee be bound to perform the Covenants, &c. The tender upon the land sufficeth, for there the payment is of the nature of the Rent reserved, Contrary in the first Case. 6. E. 6. B. Tender. 20.

Tenures.

What shall bee a Tenure, and what a Condition, see Tit. Conditions.

What shall bee a Tenure in Capite of the King, what not, see Tit. Liverie.

A man makes a Feoffment of the moystie of his Land, the Lessee shall hold of the Lord by the Intyre services which the intire Land was holden before, for the Statute of Quia emptores terrarum, tenend. pro particula, holds not place here; for a moystie is not particula: the same Lawe of a third part, and the like, which goes by the halfe and the whole; contrary of an acre or of two acres in certain: And if a man holds two acres by a hauke, and makes a Feoffment in Fee of one acre; the Feoffee shall hold it by a hauke, and the Feoffor shall hold the acre by another hauke, 29. H. 8. B. Tenures. 64.

Restitution by Parliament revives a Seignory or Tenure which was extinct by attains by Treason, by Parliament, See Tit. Extinguishment.

See in the Exchequer 3. E. Ro. 2. 'twas found that a man held of the King in Knight service in capite, ut
Tenures.

ut de honore suo de Raylegbe, and 'twas taken no tenure in capite, but a tenure of the honour; and therefore his heir shall have ouster L'maine of his other Lands, which should not be if it had been in capite, for then the King shall have all in Ward by his Prerogative: yet otherwise 'tis if the Honour be annexed to the Crown; for then the Honour is in capite. And 11. H. 7. the Honour of Raylegbe was annexed to the Crown; therefore now 'tis in capite. And where the King gives Land to hold of him by fealty, and 2. d. pro omnibus servitiiis, this is Socage in capite, for 'tis of the person of the King, otherwise if it were to hold ut de maniero de R. 33. H. 8. B. Tenures. 94.

'Tis held, that if a man made a Feoffment of land before the Stat. of Quia emptores terrarum to hold of him, and to make suit to his Court; this is good if he hath a Court. But a man cannot commence a Court by tenure made, where he had not a Manor before; for there the services should be helden of his person (B. Tenures. 34.) And a man cannot make a Mannor at this day, though that he gives Land in tayl to hold of him, and by suit of his Court; for he cannot make a Court; for a Court cannot be but by continuance. And so a Man may make a tenure, but no Mannor nor Court; for a Mannor and Court cannot be but by usage had de tempore cujus contrarium memoria hominum non existit.

Testament.

Testament by a Feme Covert of the assent of the husband, See Tit. Devise.

A man devises his Land to J. S.; this shall be taken but for term of his life; but if he faith paying a 100l. to W. N. this shall be intended a Fee-

simple:
Testament.

simple: and if he doth not pay it in his life, yet if his Heir or Executor pay it, that suffices; Quære of his Assignor. 29. H. 8. B. Testament. 18:

If a man holds three several Mannors of three several Lords in Knight service, and every of them of equal value; he cannot make his will of two of the Mannors, leaving the third Manor to the Heir; but of two parts of every Manor; for otherwise he shall prejudice the other two Lords. 35. H. 8. B. Testament. 19.

Note, by the Doctors of the Civil-Law, and Serjeants of the Common-Law; if a man makes his Testament, and names no Executors, this is no Testament; but yet 'tis a good Will of the Land in it, for those are not Testamentary; but in the first where Executors want, yet the Legacies shall be paid. But if it appears that he made part of the Testament, and not the whole; there the Legacies shall not be paid. And where a man makes a Testament and Executors, and they refuse, yet the Legacies shall be paid; for there is no default in the Testator; and the Testament shall be annexed to Letters of Administration. 37. H. 8. B. Testament. 20.

Note, for Law by the Chancellor of England and Justices, That if the Tenant who holds of the King in Knight service in capite, gives all his Land to a Stranger, by act executed in his life, and dies; yet the King shall have the third part in Ward, and shall have the Heir in Ward if he be within age: And if of full age, he shall have primer fesin of the third part, by virtue of that clause in the Stat: Saving to the King Ward, Primer fesin, Livery, and the like, by which it appears that the intent of the act is, that the King shall have as much as if the Tenant


See Cook upon Lit.


See Cook upon Lit.

Testament.

Tenant had made a will, and had dyed seized; yet by all, after that the King is served of his duty of it, the gift is good to the Donee against the Heir. 2. E. 6. B. Testament. 24.

Note, that 'twas adjudged betwixt Umpton and Hyde, that the explanation of the Statute of Wills, is not to take effect only from the time of the explanation; but the first Stat: which is explained shall be so taken ab initio: So that the Wills of Umpton, Gainesford and others which are excepted in the explanation, shall be taken good by the Stat: of 32. H. 8. of Wills which was explained. 4. M. 1. B. Testament. 26.

Testimoignes, Witnesses.

The age of Witnesses in an Æstate probanda, is 42 years, Letter B. Testimoignes. 30. the end.

Titles.

Note that a man shall make a good title in an Assize to say, that J. N. was seized in Fee to the use of T. P., which T. P. infested the Plaintiff, who was seized and disseized, &c. without shewing what person made the Feoffment to the use of T. P., or how the use commenced. 36. H. 8. B. Titles. 61.

Travers of Office.

'Tis said for Law, that none can traverse, except he makes title to the same land in the premises, or close of his traverse. 22. H. 8. B. Traverse d' Office. 48.

'Twas
Travers of Office.

'Twas found that J. S. dyed seized, by which W. S. his son comes, and saith that the said J. S. in his life was seized in Fee, and infeoffed A. B. in Fee, to the use of the said J. S. and his Heirs, and dyed; and after by the Stat. of uses 27. H. 8. he was seized in possession without that that J. S. his father dyed seized prout, &c. and a good traverse: And a Termor cannot traverse an Office by the Common-Law, except it were found in the Office, and then he might have a monstrans de droit, and ouster L'main the King. 29. H. 8. B. Travers d'Office. 50.

Where a man shall have a Petition, where traverse. See Tit. Petition. 35. H. 6. 61.

Where the King hath no other, title but by false Office, there the party who can make title, may traverse as well against the King as against the party, if the King had granted it over; but now this is helpt by Stat. 33. H. 8. B. Travers d'Office. 51. the end.

Where a Tenure is found of the King ut de See Tit. Age. Ducat: suo Lancastrie, which in truth is false; yet this need not to be traversed, for the King hath this Duchy as Duke, not as King; and a man shall not be put to traverse but where the Office is found for the King, ut pro rege Angliae, for then he hath a prerogative, and as Duke none. 1. E. 6. B. Travers d'Office. 53.

Non-suit or relinquishing of a traverse is peremptory; contra of Non-suit in a Petition; and the Judgement of traverse is no other, sed quod manus 4. H. 6. 13. domini Regis amovaeuntur, et quod possessio restituantur to him that traversed. Lecture. B. Travers d'Office. 54.
What thing shall be traversable, what not, See Tit. Issues joynes.

Action for making false clothes in Bartholomew-Fair, contrary to the Stat. The other faith, that he made them well and truly at D. in the County of F. without that that he made them in Bartholomew-Fair in L, prout, &c. and a good Plea. 35. H. 8. B. Travers by, &c. 368.

If in Assize the Tenant Pleads that his Father was seized in Fee, and dyed by Protestation seized. 'Tis said that the Plaintiff may make title by a stranger, without that that the father of the Tenant was seized in Fee, &c. 38. H. 8. B. Travers by, &c. 26. the end.

Information in the Chequer: the Defendant Pleads a Plea, and traverses a material point in the information, upon which they are at issue; there the King cannot waive this issue, as he may in other cases where the King alone is party without an Informer ut supra, by the King's Attorney and others learned in the Law. 38. H. 8 B. Travers by, &c. 369.

Tender not traversable in a Writ of intrusion, maritatio non satisfac: for the single value, See Tit. Forfeiture of marriage.

Trespas: The Defendant said, that J. N. was seized in Fee, and leased to him for twenty one years, and gave colour; the Plaintiff said, that his father was seized and dyed seized, &c. and he entred and was seized until the Trespas, absq' hoc quod dicitus J. N. aliquid habuit tempore dimissionis, and a bad traverse; but he shall say without that that J. N. was seized in Fee modo & forma prout, &c.
Travers by, &c.


Assize. The Tenant makes a barr by a Stranger and gives colour: the Plaintiff makes title by the same person by which the Defendant made his barr, that J. S. was seized and gave in tail to his father, who infeoffed W. N. who infeoffed the Tenant, upon whom A. B. entred and infeoffed the grandfather of the Plaintiff, whose Heir he is in Fee, who dyed seized, and the Land descended to the Plaintiff, & so he was in in his Remitter, untill by the Defendant disseized: And in truth A. B. never entred, nor never infeoffed the Grandfather; and yet 'twas held cleerly, that the Tenant in his barr to the title, cannot traverse the Feoffment of A. B., but ought to traverse the dying seized of the grandfather of the Plaintiff which remitted him, for this binds the entry of the Tenant, and is the most notable thing in the title, 4. E. 6. B. Travers per.

Trespas. The Defendant said that J. was seized, and infeoffed him, and gave colour; The Plaintiff may say, that H. was seized and leased to J. at will who gave to the Defendant, and R. re-entered and infeoffed the Plaintiff; he ought to say, without that that J. was seized in Fee modo & forma prout, &c. Time. E. 6. B. Travers per. 217. the end.

Place not traversable, See Tit. Attains,

Treason.

A Chaplain had affixed an ancient seal to a Patent of non-residence, made by himselfe, of the part of the King, and was imprisioned in the Fleet for it: And 'twas holden misprision, and no Treason,
Treason.

son, by the Justices, and he escaped, and was not put to death; for 'twas said, That because he did not counterfeit the King's seale, but tooke an ancient seale, this is not Treason. 37. H. 8. B. Treason. 3. the end. 5.

Note, that in January this yeere, H. Howard Earle of Surrey, sonne and Heir apparent of Thomas Duke of Norfolke, was attainted of high Treason, for joyning the Armes of England before the Conquest, and other Armes after to his owne Armes; and other pretences against the Prince; and hee was tryed by Knights and Gentlemen, and not by Lords; nec per pares regni, because that hee was not Earle by Creation, but by Nativity as Heir apparent of a Duke, which is no dignity in Law, for if hee had beeene of dignitie by creation, and Lord of Parliament, hee should be tryed by his Peeres. 38. H. 8. B. Treason. 2.

'Twas agreed that for misprision of Treason, or if a man knowing counterfeit money, and imports it out of Ireland into England, and utters it in payment or the like, a man shall lose his goods for ever, and the profits of his Land, for his life, and shall be imprisoned for term of life. 6. E. 6. B. Treason. 19. the end.

Note that it appeares by divers Records and Presidents that these words (campas or imagine the death of the King) are large words, for he that maliciously devises how the King shall come to death, by words or otherwise, and doth an act to explain it or the like, this is Treason: And hee who intends to deprive the King, in this is intended the death of the King; quære of the depriving, for by B. a man may deprive and yet intend no death. And for this cause a Statute was thereof made, Time H. 8. & E. 6.
Treas an.

6. And the detayner of a Castle, For tresse or the like, against the King, is levying of warre against him; all which words (levying of warre, and the others afore) are in the Statute of 25. E. 3. And adhering to the Enemies of the King, ibm: ayding and strengthening them. 1. M. 1. B. Treason. 24.

'Twas agreed in Parliament that for misprision of Treason, the Fine used to bee the forfeiture of all his goods, and the profits of all his Land for his life, and his body imprisoned ad voluntatem Regis for misprision is finable. 2. M. 1. B. Treason. 25. the end.

Note, that if an alien borne of a Countr e which is in amity and peace with this Realme, comes into the Realme with English Traytors, and levies warre, this is Treason in all; contrary, if the Coun try of the alien were in warre against England; for then the alien may bee killed by Marshall Lawe. 4. M. 1. B. Treason. 32.

Trespas.

Note, that in the Register amongst the Writs of Trespas, there are many Writs of Trespas, quare vi & armis equum suum apud D. inventum cepit & effugavit, &c. And so see that if they be taken in a Common, or other land which is not to the owner of the beasts, yet he shall have Trespas vi et armis, but not quare clausum fregit, 3. M. 1. B. Tenants. 421.

Tryall.

Peer e of the Realme shall bee tryed by his Peeres, if hee bee arraigned upon an Indictment; contrary, if
186

Tryall.

If he be arraigned upon an Appeale, for at the suite of parties he shall not be tryed by his Peeres: and so was Fines Lord Dacres of the South this yeere, and hanged for Felony, for the death of a man who was found in his company at a hunting in Suffex. 33. H. 8. B. Jurors. 48. the end, Tryalls. 142.

Note that in a Court Baron the tryall is by wager of Law, but they may bee by Jury ex assenju partium. And the Maximes and generall Customs of the Realme, which is the common-Law, shall bee tryed by the Justices: And the same Law of expositions of Statutes; And by the Civill-Law, the Judges have the construction of Statutes likewise: But particular Customs shall not bee tried but per Patriam. 33. H. 8. B. Trialls. 143.

Note, that a Bishops is a Peere of the Realme, and shall bee tryed per pares suos upon an arraignment of a Crime, and so put in use; therefore Knights shall be of the Jury, and if not the Panel shall be quashed; yet see 27. H. 8. that the Bishops of Rochester was not tryed by his Peers. 2. M. 1. B. Trials. 142. the end.

Variance.

Quare Impedit upon a grant de proxima presentatione granted to I. N. Gentleman, and in the writ brought by I. N. this word [Gentleman] is omitted, and the Defend' demanded Oyer of the Deed, and had it, and the variance no matter; for the action of quare Impedit is founded upon the disturbance, and not upon the deed, as an action of Debt is founded upon the Obligation. 2. E. 6. B. Variance. 109.
Verdict.

Note, That the Court of Common Bench would not permit a Verdict at large in a writ of entry in nature of an assise: because 'twas a Precipe quod reddat, at which B. admires: for it seemeth to him that upon every general issue a Verdict at large may be given. 23. H. 8. B. Verdict. 85.

Special Verdict, where the issue is upon an absque hoc. See Tit. Issues, Jovnys.

Villeinage.

If a Villein comes to an Executor, or to a Bishop, Parson or the like, in jure Ecclesiae, and he purchases Land, the executor enters, he shall not have it jure proprio, but as Executor, and it shall be Assets. And if the Bishop, or the Parson enters, he shall not have it but in jure Ecclesiae, because that they had not the villein in jure proprio, but in another right: contrary, if they had had the villein jure proprio. 33. H. 8. B. Villeinage. 46.

The King shall not have the villein of another in ward: and yet if there be an Ideot, he shall have the villein of the other who is so Ideot. Quaere. And the King shall have the perquisite of a villein of another if he hath him as Ideot. Lecture. B. Villeinage. 71.

Voucher.

See B. Tit. Voucher. 84.
Usury.

Note that where a man for 100l. sels his Land upon condition, That if the Vendor or his heirs repaies the summ *citra festum Pasche*, or the like, *tunc.* *prox. futur.* that then he may re-enter, this is not usury: for he may repay the day before, or any time before Easter, and therefore he hath not any gain certain to receive any profits of the Land: and the same Law where a defeisance, or Statute is made for the repayment *citra tale festum*: *E. contra*, if the condition be that if the said vendor repays such a day, a year, or two years after, this is usury: for he is sure to have the Lands and the Rents, or Profits this year, or these two years. And so where a Defeisance, or Statute is made for the repayment *ad tale festum*, which is a year or two after. 29. H. 8. B. Usury. 1.

If a man mortgages his land upon defeisance of repayment to re-enter, by which Indenture the Vendee Leases the same land to the Vendor for years, rendring rent: there if there be a condition in the lease, that if the Vendor repays the summ before such a day, that then the Lease shall be void: this is not usury. Otherwise if it be to repay such a day certain, a year, or more after. 31. H. 8. B. Usury. 2.

Waife.

'Twas agreed, if a man be pursued as a Felon, and he flees, and waives his own goods, they are forfeited, as if they had been goods stolne. 37. H. 8. B. Efray. 9.
Waste.

'Twas said for Law, That if a Termor commits Waste, and makes Executors, and dies, the action of waste is gone: for it doth not lie against his Executors but for waste done by themselves, and not for the waste of the Testator: for 'tis a Common Trespass, which is an action personal, and dies with the person. 23. H. 8. B. Waste. 138.

Nontenure no plea in waste. See tit. Pleadings.

'Twas agreed that Beech of the age of 20 years, nor under 20 years, cannot be cut by Tenant for term of years, or Term of life: for they are of the nature of Timber, and may be Timber, and by this way they shall never grow to be Timber. Time. H. 8. B. Waste. 134.

Note by Bromley Chief Justice: If a man doth waste in Hedge-rows that in vitro a pasture, nothing shall be recovered but locum vastatum, S. the circuit of the Root, and not the whole pasture; and by him and Hales, Justice: the cutting of Beech of the age of ten or eight years is waste, for they may be timber after.

And that where there is a wood, in which grows nothing but underwood, the Termor cannot cut all. Contra, of underwood, where Beech, Ash, and other principall Trees grow amongst them; for there he may cut all the underwood.

And a Termor may take Beech, Ashes, and the like, which are well seasonable, which have been used to be felled every 20, or 16, 14, or 12 yeares. And by some at 26, 27, or 30 years if it be seasonable wood, which is called Silva cedua 4. E. 6. B. Waste. 136.

'Twas.
Waste.

'Twas holden by the Chief Justice, That the racing of a new Frame, which was never covered, is not waste: but 'twas agreed, That if a house be ruinous for default of any covering at the time of the death of the Lessor, and after the Tenant suffers it to be more ruinous, that of this new Ruin the heir shall have an action of Waste: for this is waste which continues: for of the decay which came in the time of the heir, the heir shall have an action of Waste: i contra, of that which was in the life of his Father. 2. M. 1. B. Waste. 117. the end.

Writ.

'Twas in ure in debt against I. N. of C. Yeoman, alias dictus I. N. of C. son and heir of W. N. and charged him as heir, that the Writ abated, because that he charges him as heir, and he is not named heir in the premises, but in the alias dictus.


Note by Fitz. and Shelley Justices, that if a man pleads a plea which goes to the action of the Writ, he may chuse to conclude to the Writ, or to the Action. 26. H. 8. B. Brief. 405. 492.

Where a writ brought in such a name of Dignity, which was lost by intermarriage, shall abate. See Tit. Nofme.

FINIS.
# The Table

## Abridgment.

<table>
<thead>
<tr>
<th>Action upon the Case.</th>
<th>Damages increased after issue and verdict upon it, page 1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance.</td>
<td>Lease of a Tenant for life is void by his death, 1.</td>
</tr>
<tr>
<td></td>
<td>Void, and voidable Lease, diversity, 1.</td>
</tr>
<tr>
<td></td>
<td>Acceptance by the issue in Tail of the second Lease, 1.</td>
</tr>
<tr>
<td>Privity, 2.</td>
<td>Diversity, 2.</td>
</tr>
<tr>
<td>Apportionment, 2.</td>
<td>Acceptance by him in remainder, 2.</td>
</tr>
<tr>
<td>Acceptance by the successor of a Bishop, 2.</td>
<td></td>
</tr>
<tr>
<td>Payment at another place, 3.</td>
<td></td>
</tr>
</tbody>
</table>

## Action Popular.

<table>
<thead>
<tr>
<th>Action Popular.</th>
<th>Within the yeer, 3.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mill, 3.</td>
<td></td>
</tr>
<tr>
<td>Where an Action upon the Case lies, where not, diversity, 3.</td>
<td></td>
</tr>
<tr>
<td>Delivery of goods traversed in detinue, 3.</td>
<td></td>
</tr>
<tr>
<td>Negat Pregnans, 3.</td>
<td></td>
</tr>
<tr>
<td>Action upon the Case for calling a man perjured, 3.</td>
<td></td>
</tr>
<tr>
<td>Action upon the Case for calling him perjured and justification in it, 3.</td>
<td></td>
</tr>
<tr>
<td>Of his own wrong, 3.</td>
<td></td>
</tr>
<tr>
<td>Bar in an Action upon the Case, by Law wager in det. 4.</td>
<td></td>
</tr>
<tr>
<td>Plea to avoid double charge, 4.</td>
<td></td>
</tr>
<tr>
<td>Travers, 4.</td>
<td>Action upon the Case upon finding of goods, 4.</td>
</tr>
<tr>
<td>Evidence, 4.</td>
<td>Action upon the Case upon a devenement to the hands of the defendant, 5.</td>
</tr>
<tr>
<td>Evidence, 5.</td>
<td>Place in an Action upon the Case</td>
</tr>
<tr>
<td>Case, Assumpsit is not local,</td>
<td>Demurrer, 8.</td>
</tr>
<tr>
<td>Place in det. is not traversable,</td>
<td>Doubtful verdict, 8.</td>
</tr>
<tr>
<td>Action upon the Case against</td>
<td>Foreign Plea, 8.</td>
</tr>
<tr>
<td>Not guilty a good plea in an</td>
<td>Administrators.</td>
</tr>
<tr>
<td>Action upon the Case, and</td>
<td>Administration committed,</td>
</tr>
<tr>
<td>where not, 5.</td>
<td>pending the writ, 8.</td>
</tr>
<tr>
<td>His familia in an Action upon</td>
<td>Who shall commit administratio</td>
</tr>
<tr>
<td>the Case, 6.</td>
<td>n vacate, 8.</td>
</tr>
<tr>
<td>Action upon the Case, upon</td>
<td>Episcopatu, 8.</td>
</tr>
<tr>
<td>trover, 6.</td>
<td>Relation, 8.</td>
</tr>
<tr>
<td>The conversion to use traversed, 6.</td>
<td>Power and interest certain;</td>
</tr>
<tr>
<td>Evidence, 6.</td>
<td>diversity, 8.</td>
</tr>
<tr>
<td>Action upon the Case, for non</td>
<td>Who shall be said proximo de</td>
</tr>
<tr>
<td>payment of marriage money, 6.</td>
<td>sanguine to take letters of</td>
</tr>
<tr>
<td>Administration.</td>
<td>administration by the statute, 9.</td>
</tr>
<tr>
<td>His freehold no plea in an</td>
<td>Civil Law, the law is since</td>
</tr>
<tr>
<td>Action upon the statute, 7.</td>
<td>adjudged otherwise, 9.</td>
</tr>
<tr>
<td>Upon the statute of 5. R. 2,</td>
<td>See Ratcliff's Case my Lord</td>
</tr>
<tr>
<td>his freehold, 7</td>
<td>Cook, 9.</td>
</tr>
<tr>
<td>Avowing upon the statute,</td>
<td>Land which is a Chattel shall</td>
</tr>
<tr>
<td>and by common Law, 7.</td>
<td>by office, 10.</td>
</tr>
<tr>
<td>Diversity, 7.</td>
<td>Age.</td>
</tr>
<tr>
<td>Disclaimer, 7.</td>
<td>Arrears of rent or of Annuity</td>
</tr>
<tr>
<td>His freehold is an Action</td>
<td>and damage, 10.</td>
</tr>
<tr>
<td>upon the statute of 5. R. 2,</td>
<td>Diversity, 10.</td>
</tr>
<tr>
<td>7.</td>
<td>Scire fac. against the heir, 10.</td>
</tr>
<tr>
<td>Defendant, 7.</td>
<td>Things real and thing personal</td>
</tr>
<tr>
<td>Account against defendants, 7.</td>
<td>diversity, 10.</td>
</tr>
<tr>
<td>Privy necessary, 7.</td>
<td>Avowry, 10.</td>
</tr>
<tr>
<td>Account against a Gardian, 7.</td>
<td>Costs, 10.</td>
</tr>
<tr>
<td>Pleading, 7.</td>
<td>Where debt lies, and where a</td>
</tr>
<tr>
<td>Adjournment.</td>
<td>scire fac., 10.</td>
</tr>
<tr>
<td>Cause and place of Adjourn-</td>
<td>Diversity, 10.</td>
</tr>
<tr>
<td>ment, 8.</td>
<td>Where the King shall have his</td>
</tr>
<tr>
<td></td>
<td>age, where not, 11.</td>
</tr>
<tr>
<td></td>
<td>Age of a parson, prebend,</td>
</tr>
<tr>
<td></td>
<td>&amp;c, 11.</td>
</tr>
</tbody>
</table>

Alienations.
### The Table.

**Alienations.**

Where the heir within age shall be in ward, where not, 11.
Alienation by Tenant in Fee and by Tenant in tail diversity, 11.
Relation of an office diversity, 12.
Fine for alienation, intrusion, licence to alien in mortmaine, 12.
Variance from the licence, 12.
Fine levied, 12.
Averment, 12.
Two Joynantenants, the one releaves to the other diversity, 12.
Fine upon releafe, and upon consuance of his right, &c. diversity, 13.
Estoppel, 13.
Licence to Alien for life, 13.
Burgage tenure, 13.
Devise is an Alienation, 13.

**Alien, see Tit. Denizen.**

Alien, 13.
Alien purchase, 13.
Office, 14.
Information, 14.
The King shall have a Lease for yeers, 14.
Purchased by an Alien, 14.

**Amendment.**

Variance amended after judgment, 14.
Amendment after a writ of error came to the common Bench, 14.
In what thing the King shall amend his declaration in another term, 14.

**Appeal.**

Not guilty in an appeal, 15.
Se defendendo, 15.
Evidence, 15.
Justifie, 15.
Indictment before the Coroners and before other Justices, 15.
Diversity, 15.
Appeal for Homicide, 15.
Woman intituled to an Appeal of death of her husband, loses it by marriage, 15.
Quarentine, 15.
Coroner and his power, 16.

**Apportionment.**

Contract Apportion, 16.
Apportionment by the common Law upon purchase, 16.
Quære, 16.
Where a rent service shall be apportioned, where not, fee before, 16.
Recovery or dissent of parcel, 16.

**Rent Charge.**

**Arbitrement.**

Pleading of a Condition in Barr, 17.
Replication, 17.
See Tit. Conditions, 17.

**Assets**
The Table.

Assets in their hands, see Tit. Extinguishm't.
Demurr upon Evidence, 17.
Legacies shall not be paid before Debts, 17.

Assets per Dicent.
Assets, by Dicent.
Judgement upon Assets found false plea, 17.

Assigne.
Assigenee charged with the Covenant of his Grantor, 18.
Audita quer, 18.

Assize.
Baily examined in Assize, 18.
Attachment shall not be de bonis alterius quam ten, 18.
Of what things an Attachment ought to be, 19.
Elecation of his Tenant, 19.

Assurances.
Fine with proclamation to bind Tenant in tail, and his issue, 19.
The Law is now otherwise; see the Case of Fines in my Lord Coke, 19.
Five years for the issue in tail to claim, 19.
Equity, 19.
Quære, 19.

Privity, 20.
Fine confessed and avoided, 20.
Intendment, 20.
Averment, 20.
Fine by Conclusion, 20.
Stranger, 20.
Fine with proclamation by the tenant in tail, the reversion or remainder to the King and common Recovery, 20.
Diversity, 20.
Quære, 20.
Common recovery by the common Law, and after the Statute diversity, 21.
Assurance that the heir should not sell, 21.
To except the last obligation, 22.

Attaint.
False quantity in demands, 22.
Attaint upon an Appeal of Maihem, 22.
Attaint for termor, 22.
Gardian and Tenant by Statute Merchant, 22.
Jurors take conuance and notice of a thing in another County, 23.
Place not traversable, 23.
Trespaes tranfitory, and Localy diversity, 23.
Information, 23.

Attornment.
Where the attornment in the absence
The Table.

Averment upon Avowry

Avowry.
Land charged with two distresses by Dower of part, 27.
Partition is cause of two distresses, 27.
Avowry changed without notice and econtra, 27.

Sale by Deed inrolled.
Fine, 27.
Recovery, 28.
Discent, 28.
Quere, 28.
How and in what place notice shall be made, 28.
Que estate in another person, 28.
Diversity, 28.
and the answer in it, 28.
His Freehold in avowry for damage seafant, 29.
No seisin, and yet ward, 29.
Limitation in avowry, 29.
Seisin traversed in avowry, 29.

Attorney.
In what case a man shall make an Attorney, what not, 26.

Audita Querela.
Feoffor the heir of the Conufor shall have contribution, 26.
Contra of the Conufor himself, 26.
Averments see Tit. Pleadings where a man ought to aver, that the one, and the other, are one, and not diverse, and where econtra, 27.
Predicet serves for an Averment, 27.

Bar.

Bastardy.

What divorce may Bastardise the issue, what not, 30.
Divorce after death, 30.

Bill.

Before whom battell shall be made and tried, 30.
<table>
<thead>
<tr>
<th><strong>Bill.</strong></th>
<th><strong>Chattels.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CERCIORARY.</strong></td>
<td>Diversify, 33.</td>
</tr>
<tr>
<td><strong>MITTIMUS.</strong></td>
<td><strong>Choose in Action.</strong></td>
</tr>
<tr>
<td>Cercciorary to remove Indictments, 31.</td>
<td><strong>Thing in Action.</strong></td>
</tr>
<tr>
<td><strong>Certificate of the Bishop.</strong></td>
<td>Thing in Action vested in the King by the Stat. 31. H.8.34.</td>
</tr>
<tr>
<td>Averment contrary to the Certificate of the Bishop, 31.</td>
<td>Thing in Action personal, mixt and real, 34.</td>
</tr>
<tr>
<td><strong>Challenge.</strong></td>
<td>Diversify, 35.</td>
</tr>
<tr>
<td>Many hundreds, 32.</td>
<td><strong>Clergy.</strong></td>
</tr>
<tr>
<td>Challenge, 32.</td>
<td>No Clergy in petty larceny, 35.</td>
</tr>
<tr>
<td><strong>Charge.</strong></td>
<td>Bishop or Metropolitan hath his Clergy, 35.</td>
</tr>
<tr>
<td><strong>Charters of pardon.</strong></td>
<td>Laps for the ordinary Metrop. and the King, 35.</td>
</tr>
<tr>
<td>For what thing pardon shall serve, and for what gift or restitution is necessary, 32.</td>
<td>Bigamus, 35.</td>
</tr>
<tr>
<td>Pardon before office, and after diversify, 32.</td>
<td>Heretik, 35.</td>
</tr>
<tr>
<td>Where relation of an office shall not defeat a mean Act, 33.</td>
<td>Excom. 35.</td>
</tr>
<tr>
<td>Amoveas manum, 33.</td>
<td>Turk, 35.</td>
</tr>
<tr>
<td>Intrusion pardoned before office and after office diversify, 33.</td>
<td>Greek, 35.</td>
</tr>
<tr>
<td>Livery, 33.</td>
<td>Roman, 35.</td>
</tr>
<tr>
<td>Full age, 33.</td>
<td>Cocus, 35.</td>
</tr>
<tr>
<td></td>
<td>Quere, 35.</td>
</tr>
<tr>
<td></td>
<td>Baffard, 35.</td>
</tr>
</tbody>
</table>

| **Colour.** |
| Matter in Law, 36. |
| To the Plaintiff, 36. |
| To one mean, 36. |
| To the Defendant, 36. |
| Poff. determined, 36. |
| Poff. defeated, 36. |
| Feoff. Releafe, 36. |
| Fine, Recovery, 36. | \( \text{Diff.} \) |
The Table.

Diff. Reentry, 36.
Property, 36.
Upon a bar, 36.
By a mean, 36.
Writ, 36.
J ustifies as servant, 36.
Poss. in Law, 36.

Commission.
Made Knight after the Commission, 36.
Where one commission shall determine another, 37.
Et e contra, 37.
Diversify betwixt commission of Gaole delivery, and Oyer and Termynner, 37.
Justice of the common bench, made justice of the King's bench, 37.
King's bench error, 38.
Justice of the common bench, chief Baron of the Exchequer or of Oyer and Termynner, or Gaole delivery, 38.
Voydance by creation a Bish, 38.
Quere, 38.
Oyer, 38.
Oyer and Termynner, 38.
Peace, 38.
Gaole delivery, 38.
Error in pleas, 38.
Proces or outlawry, 38.
Justice of Peace made Knight of every commission, 38.
Grant, & commission, diversity, 39.
Commission read or proclaimed, 39.
Notice, 39.

No such in rerum natura, 39.
Commission unica vice, 39.
Commission determined in part, 39.
Commission in Eye, 39.
Kings bench, 39.
Diversify, 39.
Justice for term of life, 39.
Commission determined for want of adjournment, 40.
Where the Records shall remaine, 40.

Conditions.
Special shewing of the performance of the condition contained in Indentures, 40.
Limitation of payment, and not condition, 40.
Executors, 40.
Ordinary, 40.
Testament, 40.
Tenure, & Condition diversify, 40.
Avowry, 41.
Causa matrimonii praecluta, 41.
Condition performed by reason of death, Et e contra, 41.
Ad intentionem, is no condition, 41.
He which will have advantage of a condition, must give attendance, 41.
Condition shall not be apportioned, 41.
Conditions performed, 42.
Where proviso shall make a condition, where not, 42.
Quere, 42.
Infra terminum ro, an, & infra terminum predict. diversify, surrender Forfeiture, 42.
Reading,
The Table.

Reading, 43.
Deceasians, 43.
Arbitrators, 43.
The reason seems because the submission isconditional, 43.
Acquitted saved harmless, and discharged, 43.
Diversity, 44.
Non damnificatus est, 44.
Payment at another place, 44.
Pleading of a condition in the Negative, and in the affirmative, diversity, 44.
Condition that the estate shall cease, 44.

Confess and Avoid.
Where a man confesses and avoids, there he shall not traverse, 44.

Confirmation.
Bishop charges with the assent of the Dean and Chapter, 45.
Miihomer, 45.
Sigillura, 45.
Relation, 45.
Where a confirmation shall be by the Bishop, Dean, & Chap. Et econt, 45.
Interest and judicial power, diversity, 46.
Patron hath Fee, 46.
Where the confirmat. of the new King is necessary, where not, 46.
Franchise, 46.
These words for him and his heirs in the grant of the King, 46.
Et écontra, 46.

Confiance.
Subpena to execute an estate, 46.
Vendee shall have fee without words heirs, 46.

Continuances.
Imparle to a day in the same term in a common recovery, 47.

Contrat.
Contrat cannot be divided, 47.
Obligation determines contrat, 47.
Diversity, 47.

Corone
Crown.
A man pleads not guilty, and after pleads pardon, 48.
Felon after judgement, hath the privilidge of the Church, 48.
Attainder by preturnire, and attainder of felony, diversity, 48.
Woman with child shall not have the benefit of her belly but once, 48.
Woman bigg judg'd to be burnt, 48.
Indictment, 48.
Appeal, 48.
Who shall be said principall, 49.
A man killed at sword and buckler or at justing, 49.
Indictment in the time of one King, shall serve in the time of another, 49.
Certiiorari,
<table>
<thead>
<tr>
<th>Certiorari, 49.</th>
<th>Church, and Sanctuary, 53.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indictment, not discussed pending the commission of Oyer and Terminer, 49.</td>
<td>Abjuration discharges felony, 53.</td>
</tr>
<tr>
<td>Cerciorari mittimus, 49.</td>
<td>Abjure for petty larceny, 53.</td>
</tr>
<tr>
<td>Indictment before Justices of Oyer, &amp;c., and before Just. of Gaol delivery, diversity, 49.</td>
<td>Judgement of life and member is felony, 53.</td>
</tr>
<tr>
<td>Burglary, 50.</td>
<td>Corporations.</td>
</tr>
<tr>
<td>Burglary, 50.</td>
<td>Fail, of the name of corporat.</td>
</tr>
<tr>
<td>Clergy of the principal, shall not serve the accessor, 50.</td>
<td>ex parte quer. &amp; ex parte def. diversity, 53.</td>
</tr>
<tr>
<td>Acquit as accessor, and after arraigned as principal, 50.</td>
<td>Quere, 53.</td>
</tr>
<tr>
<td>Woman abjured, 50.</td>
<td>Abbie extinct, 54.</td>
</tr>
<tr>
<td>Accusation in case of treason, and misprision, 50.</td>
<td>Quere, 54.</td>
</tr>
<tr>
<td>Tryal of treason by the common Law, 51.</td>
<td>Creation and gift in one patent, 54.</td>
</tr>
<tr>
<td>Civil Law, 51.</td>
<td>Corporations.</td>
</tr>
<tr>
<td>Witnesses, and Accuser diversity, 51.</td>
<td>Costes.</td>
</tr>
<tr>
<td>Challenge, 52.</td>
<td>Costes in a Quare impedit, 54.</td>
</tr>
<tr>
<td>Abjure for treason, 52.</td>
<td>Penalty given by Statute, 54.</td>
</tr>
<tr>
<td>Quere, 52.</td>
<td>Nonfuit, 54.</td>
</tr>
<tr>
<td>Tryal of felony, 52.</td>
<td>Defendant shall have costs by Statute, 54.</td>
</tr>
<tr>
<td>Removing of the prisoner out of the King's bench to the Countrey, 52.</td>
<td>Covenant.</td>
</tr>
<tr>
<td>A man takes the Church, and will not abjure, 52.</td>
<td>Covenant without words of Covenant for him, his heirs and execut. 55.</td>
</tr>
<tr>
<td>Church serves for forty dayes, 52.</td>
<td>Covenant.</td>
</tr>
<tr>
<td>Abjuration, and day to doe it, 52.</td>
<td>Deed enrolled by a feme covert by the common Law, and by custom diversity, 55.</td>
</tr>
<tr>
<td>Sanctuary pro vita hominis, 53.</td>
<td>London, 55.</td>
</tr>
<tr>
<td>Grant, or prescription to have Sanctuary for debt, good, and where not, 53.</td>
<td>Count.</td>
</tr>
<tr>
<td>Church suspended, 53.</td>
<td>Count against the tenant, and prayee in aid, 55.</td>
</tr>
</tbody>
</table>

**Covenant.**

Covenant without words of Covenant for him, his heirs and execut. 55.

**Coverture.**

Deed enrolled by a feme covert by the common Law, and by custom diversity, 55.

**Count.**

Count against the tenant, and prayee in aid, 55.
<table>
<thead>
<tr>
<th>Court Baron</th>
<th>Deutie.</th>
</tr>
</thead>
<tbody>
<tr>
<td>'Tis no Mannor, without Suits, 55.</td>
<td>Office assigned over, 58.</td>
</tr>
<tr>
<td>Where Steward, or under Steward may let by copy</td>
<td></td>
</tr>
<tr>
<td>and &amp; contra, 56.</td>
<td></td>
</tr>
<tr>
<td>Quere, 56.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Customs.</td>
<td>Detinue.</td>
</tr>
<tr>
<td>Custom per tot. Angliam, and</td>
<td></td>
</tr>
<tr>
<td>Custo in a City or County Diversity, 56.</td>
<td>Debt.</td>
</tr>
<tr>
<td></td>
<td>Debt upon Indent. of Covenant,</td>
</tr>
<tr>
<td></td>
<td>in which are words obligat. 58.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Damages.</td>
<td></td>
</tr>
<tr>
<td>Damages abridged and increased upon inquest of</td>
<td></td>
</tr>
<tr>
<td>office, 56.</td>
<td></td>
</tr>
<tr>
<td>Contra upon issue tried betwixt parties, 57.</td>
<td></td>
</tr>
<tr>
<td>Coffes, 57.</td>
<td></td>
</tr>
<tr>
<td>Where attaint lies, where not, 57.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shewing of deed, 58.</td>
</tr>
<tr>
<td>Default.</td>
<td></td>
</tr>
<tr>
<td>Default after receit, 57.</td>
<td>Once barred upon an obliga-</td>
</tr>
<tr>
<td></td>
<td>tion, 'tis for ever, 59.</td>
</tr>
<tr>
<td></td>
<td>Debt for release, 59.</td>
</tr>
<tr>
<td>Demurrer.</td>
<td></td>
</tr>
<tr>
<td>Demur upon office, 57.</td>
<td></td>
</tr>
<tr>
<td>For what tenure, livery due to the King, 57.</td>
<td></td>
</tr>
<tr>
<td>Mifrecital of a Statute, 57.</td>
<td></td>
</tr>
<tr>
<td>Denizen.</td>
<td></td>
</tr>
<tr>
<td>See Tit. Alien.</td>
<td></td>
</tr>
<tr>
<td>Denizen and Alien, 57.</td>
<td></td>
</tr>
<tr>
<td>King cannot alter his Law by his Patent, 57.</td>
<td></td>
</tr>
<tr>
<td>Escheat, 58.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Sale</td>
<td></td>
</tr>
<tr>
<td>The Table.</td>
<td>201</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Sale of Land by executors after disseisin, recovery, 61.</td>
<td>hath some estate, where not, 64.</td>
</tr>
<tr>
<td>Fine levied, or distant, 61.</td>
<td>Remainder, 65.</td>
</tr>
<tr>
<td>Title of entry, and right of entry, diversity, 61.</td>
<td>Remainder, 65.</td>
</tr>
<tr>
<td>Where the property is devised, and where the occupation, diversity, 61.</td>
<td>Remainder, 65.</td>
</tr>
<tr>
<td>Devise the occupation, 61.</td>
<td>Remainder in abeyance, 66.</td>
</tr>
<tr>
<td>Devise that every one shall be heir to the other, 62.</td>
<td>Remainder Hereditibus Mafo, de corp. &amp; reftis hered, Diversity, 66.</td>
</tr>
<tr>
<td>Words to make a remainder, 62.</td>
<td>Dificnt to an heir, in ventre mris, 66.</td>
</tr>
<tr>
<td>Devise to do at his pleasure, 62.</td>
<td>Recovery against Tenant in tail, the reversion in the King, 66.</td>
</tr>
<tr>
<td>Where the heir may waive a devise, and e contra, 62.</td>
<td>The King tenant in tail cannot discontinue by grant by patent, 67.</td>
</tr>
<tr>
<td>Diversity, 62.</td>
<td>Discontinuance of proces.</td>
</tr>
<tr>
<td>Devise tos a distant, and no remitter, 62.</td>
<td>Diversity betwixt discontinuance, and parol sans jour, 67.</td>
</tr>
<tr>
<td>Waive devise, 62.</td>
<td>Dismes.</td>
</tr>
<tr>
<td><strong>Divorce.</strong></td>
<td>Tythes.</td>
</tr>
<tr>
<td>Acts executed before the divorce, 63.</td>
<td>Lay man shall pay Tythes for spiritual land, otherwife of a man spiritual, 67.</td>
</tr>
<tr>
<td>Diversity, 63.</td>
<td><strong>Disseisor.</strong></td>
</tr>
<tr>
<td>Cui ante divorcium, 63.</td>
<td>Lease of land of another man, 68.</td>
</tr>
<tr>
<td><strong>Distant.</strong></td>
<td>Commander is a disseisor, 68.</td>
</tr>
<tr>
<td>Remainder to the right heirs, 63.</td>
<td><strong>Distress.</strong></td>
</tr>
<tr>
<td>None can be heir to a man attaint, 63.</td>
<td>Pound overt, 68.</td>
</tr>
<tr>
<td>Gavelkind, 64.</td>
<td>Pound breach, 68.</td>
</tr>
<tr>
<td>Diversity, 64.</td>
<td>Done.</td>
</tr>
<tr>
<td>Cauf Sir John Hufley, 64.</td>
<td></td>
</tr>
<tr>
<td>Oufter l' main, 64.</td>
<td></td>
</tr>
<tr>
<td>Heirs males, name of purchase, 64.</td>
<td></td>
</tr>
<tr>
<td>Treafon, 64.</td>
<td></td>
</tr>
<tr>
<td>Diversity where the ancestor</td>
<td></td>
</tr>
<tr>
<td>Done.</td>
<td>Entre Congeable.</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Gift.</td>
<td>Lawfull Entry.</td>
</tr>
<tr>
<td>What passes by words omnia terras &amp; tenementa, 68.</td>
<td>Land given habend to the grantee, and heredit pro termino vitae, 71.</td>
</tr>
<tr>
<td>Gift of a Chattel by the King, 69.</td>
<td>Where he in reversion shal falsifie recovery had against tenant for life, where not, 71.</td>
</tr>
<tr>
<td>What passes by grant of omnia bona, 69.</td>
<td>Aid prayer of a stranger is cause of forfeiture, 71.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dower.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dower of a rent reserved upon a lease for years, and for life, 69.</td>
</tr>
<tr>
<td>Judgement, &amp; cessen executio. 69.</td>
</tr>
<tr>
<td>What Joynture shal be a bar of Dower, and what not, 69.</td>
</tr>
<tr>
<td>Devise by the husband to the wife, 69.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dum non faut componenentis.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fine levied before a Judge of non sane memory, and a gift of an office by him diversity, 70.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ejectio Custod.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ejection custod. of a rent before seisin, 70.</td>
</tr>
<tr>
<td>Contra of land, 70.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enquest.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where a Peer of the Realm is party, Knights shal be in the Jury, 70.</td>
</tr>
<tr>
<td>Quere, 70.</td>
</tr>
<tr>
<td>Enquest taken de bene esse, 71.</td>
</tr>
<tr>
<td>Enquest recharged after Vrdict, 71.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Error.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teste misfordred in a writ, 74.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Escape.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Sheriff luffers the escape, and</td>
</tr>
</tbody>
</table>
The Table.

Escheat.

Foundership escheated, or forfeited, 75.
Heir, 75.
Writ of escheat where the Tenant died not seized, 75.
Right of entry, escheat, 75.
Acceptance, 75.
Dilettor, 75.
Diversity, 75.
Acceptance, 75.
Alienee, 75.

Espionage.

Espionage upon the view, or voucher, 76.
Error, 76.
Diversity, 76.

Estates.

Causis Sir T. Lovel, heredit. mascul. by Patent of the King, and in grant of a common person, diversity, 76.
Estate in fee during the life of I. S., 76.
Grant or Feoffment, and devise diversity, 76.
Diversity, 76.
Tail executed by reason of an immediate remainder, 77.
Devisee shall have fee without words, hereditibus, or imperpetuum, 77.

Estoppel.

Prescription gos by acceptance of a grant, 77.
Who shall plead a Record for estoppel, 77.
Privity, 78.
Refit of homage by z, 78.
Livery, 78.
Partition, 78.
Lease confessed and avoided, 78.
A man makes a fine upon an indictment of extortion, or trespass, and after pleads not guilty, 78.
The entry in making a Fine, 78.
Protestation, 78.
Estoppel by pardon pleaded, 78.
Quamdiu leave for years of his own land shall be an estoppel, 78.

 Stranger.

Defeasance to a stranger, and where to the defendant, 79.
Diversity, 79.
Shewing of deeds, 79.

Estray.

Who shall have property in an Estray, 79.

Executions.

Of a thing executory, a man shall have execution for ever, by Seire fac, 79.
Execution upon an obligation conjunctim & divisim, and satisfaction diversity, 80.
Unica executio, 80.
Capias ad satisfaciend, not returned, 80.

Executors.
### Executors
- Executors denied the deed of their testator, 81.
- Judgement thereon, 81.
- Executor of executor, 81.
- Two executors, the one not to meddle by a certain time, 81.
- Executor hath a term and purchases the reversion in fee, 81.
- Assets, 81.

### Exposition
#### Extinguishment
- Corporation, 82.
- Restitution by Parliament revives a seigniory or tenure which was extint by attainer of treason by Parliament, 82.
- Extinguishment and suspension
  - Diversity, 82.
  - Seigniory, 82.
  - Executor hath a term and purchases the reversion in fee, 83.
  - Assets, 83.
  - Devastavit, 83.
  - Diversity, 83.
  - The first lease for years purchases the fee simple, 83.

### Faits
#### Deeds
- Deed bears date beyond sea, 83.
- Place traversable, 83.
- Verba post in cuius rei, &c. 84.

#### Faits inroll
- Deeds inrolled.
- Deed inrolled by a feme covert, by the common Law, and by custom, diversity, 84.

### Fauxeister
- Who shall have attaint or error, 85.

### Falsifying
#### Faux imprisonment
- False imprisonment.
- Authority of a Constable, or a Justice of Peace, 85.
- In nullo eft erratum, 86.
- Tryal in false judgement, and in writ of error, diversity, 86.

### Fealtie
- A man shall not doe 2 homages for 2 tenures to a man; nor to the King, 86.
- King, 86.
- Homage, 86.
- Corporation, 86.

### Fooffements
- Feoffment of a house cum pertinen, 86.
- Feoffment for maintenance, 87.
- Exposition of a Statute, 87.
- Remitter, 87.
- Feoffment to four, and livery to the Attorney of the one for all, 87.
- Second Leffee suffers Livery, 87.
- Feoffment of a moyty, 87.
- Feoffment
The Table.

| Feoffment and delivery of the Deed upon the Land, 88. | be feïed before Statute of Tenures, and to whose after, diversity, 90. |
| Acre in possession and another in use, 88. | Feoffee by collusion shall be feïed to a use. Warde, 91. |
| Plead Feoffment infra visum Feoffment infra visum terre, 88. | Feoffee causâ matrimonii prelocut. feïed to a use. Quere, 91. |
| Feoffment to many, and livery to one in the name of all. Diversity, 88. | Deceïte, 91. |
| Feoffment void by Statute, 89. | Cætusy que use in remainder or reversion may sell, but not make a Feoffment, 91. |

**Feoffments to uses.**

Fitz. feïed to the use of the Father, 89.

Tenant in Taile shall not be feïed to another use, 89.

1. 89. Use express, 89.

2. 89. Who shall be feïed to another use, who not, 89.

Corporation cannot be feïed to a use, 89.

In the poït, 89.

Mortmain, 89.

Escheate, 89.

Perquisite, 89.

Recovery, 89.

Dower, 89.

3. 89. Courteïe, 89.

Use in Taile, 90.

4. 90. Tenure is consideration in Law, 90.

Termor shall do fealty, 90.

Rent referred a good consideration, 90.

Use changed by buying, 90.

Use at common Law, 90.

Tenure, 90.

To whose use the Feoffee shall Where
Where these words (shall take the profit) makes a use, and where is contra, 94.
Use cannot be contrary to the consideration, 95.
What is sufficient covenant to change a use, 95.
Recovery against Cestuy que use in tail by sufferance, 95.
Vendee shall have fee though he hath notice of the use, 95.
Use to alter the free hold from one to another by Statute, 96.
Entry, 96.
Quere, 96.
Ex post facto, 96.
Recovery to binde the Tail in use, 96.
Use voids in the heir as heir of his father, where the father was dead before the use came, 96.
Relation, 96.
Quere, 97.
Warde, 97.
Gift of Chattels to a use, 97.
Statute expounded, 97.

Fines levies.
Fines levied.

Covenant for assurance of a Joynure by fine, 97.
Infant shall not levy a fine, 97.
Who shall take the first estate by fine, who the remainder, 97.
Fine sur concurrence de droit come ceo by A. to I. and I renders to A. the remainder to the wife of A. who was not party to the Writ, 97.
Fine levied by Cestuy que use for life, 98.
Use forfeit, 98.
Quere, 98.
Fine levied by cestuy que use in Tail, 98.
Use in tail. Quere, 98.
Quere, 98.
London, 98.
Deeds inrolled, 98.
Another of the same name levies the Fine, 99.
Error, 99.
Dedimus potestat, 99.
Conventio, 99.
Leave for years by Fine to bind the tenant in tail, 99.
Esstopel, 99.
Infancy, 99.
Coverture, 99.
Reservation to a stranger, 99.
Distress, 99.
Leave for years made by Fine, 99.
Who may take a fine by the Statute de finibus & attorneys, 100.
Quere, 100.
Fine in Hamlet, 100.
Fine in Hamlet, or ville decayed, 100.
Writ of dower, 100.

Forcible Entry.
Where a man may hold with force, where not, 101.
Remitter, 101.
Quere, 101.

Forfeiture of marriage.
Tender not traversable, 101.

Forfeiture
<table>
<thead>
<tr>
<th>Term</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forfeiture de terre, &amp;c.</td>
<td>105</td>
</tr>
<tr>
<td>Forfeiture of Land, &amp;c.</td>
<td></td>
</tr>
<tr>
<td>Forfeiture in an attaint and premunire, diversity, 102.</td>
<td></td>
</tr>
<tr>
<td>Attainder by Parliament, 102.</td>
<td></td>
</tr>
<tr>
<td>Clerk convicted shall forfeit his goods, 102.</td>
<td></td>
</tr>
<tr>
<td><strong>Formedon</strong></td>
<td></td>
</tr>
<tr>
<td>Diversity, 102.</td>
<td></td>
</tr>
<tr>
<td>Formedon upon tail which commenced in use and is executed upon the Stat. 27. H. 8. 102.</td>
<td></td>
</tr>
<tr>
<td>General writ and special declaration, 102.</td>
<td></td>
</tr>
<tr>
<td>Formedon upon a use, general writ and special declaration, 103.</td>
<td></td>
</tr>
<tr>
<td>Diversity, 103.</td>
<td></td>
</tr>
<tr>
<td><strong>Form</strong></td>
<td></td>
</tr>
<tr>
<td>Wood before pasture in plaint of Affilé, 103.</td>
<td></td>
</tr>
<tr>
<td><strong>Frankmarriage</strong></td>
<td></td>
</tr>
<tr>
<td>Frankmarriage with a man, 104.</td>
<td></td>
</tr>
<tr>
<td>Frankmarriage, the rem. in Fee, 104.</td>
<td></td>
</tr>
<tr>
<td><strong>GARDE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>WARDE</strong></td>
<td></td>
</tr>
<tr>
<td>Where the heir within age shall be in ward, where not, 104.</td>
<td></td>
</tr>
<tr>
<td>Woman out of ward by marriage, 104.</td>
<td></td>
</tr>
<tr>
<td>Livery at fourteen years, 104.</td>
<td></td>
</tr>
<tr>
<td>Remainder to the right heirs, 105.</td>
<td></td>
</tr>
<tr>
<td>Reversion and remainder diversity, 105.</td>
<td></td>
</tr>
<tr>
<td>Livery of Soccage Land, 105.</td>
<td></td>
</tr>
<tr>
<td>Lord in Knights service shall not outhe the termor, &amp;c. 105.</td>
<td></td>
</tr>
<tr>
<td>Where one person shall be twice in ward, where not, 106.</td>
<td></td>
</tr>
<tr>
<td>Grant of a ward, 106.</td>
<td></td>
</tr>
<tr>
<td>King shall not outhe a termor of his tenant, because he hath his heir in ward, 106.</td>
<td></td>
</tr>
<tr>
<td>Knight in ward, 106.</td>
<td></td>
</tr>
<tr>
<td>Viscount Mountague, 106.</td>
<td></td>
</tr>
<tr>
<td>Diversity where an heir is made Knight within age in the life of the ancestor, and where Knight within age after the ancestors death, 107.</td>
<td></td>
</tr>
<tr>
<td>Writ of ward without seifin infra tempus memoria Tenure transferable, 107.</td>
<td></td>
</tr>
<tr>
<td>No seifin and yet ward, 107.</td>
<td></td>
</tr>
<tr>
<td>Assent and dissent to marriage, 108.</td>
<td></td>
</tr>
<tr>
<td>Divorce, 108.</td>
<td></td>
</tr>
<tr>
<td>Ordinary, 108.</td>
<td></td>
</tr>
<tr>
<td>Warde and marriage, 108.</td>
<td></td>
</tr>
<tr>
<td>Tenure, 108.</td>
<td></td>
</tr>
<tr>
<td>Two joynetants and the heir of the one in ward living the other, 108.</td>
<td></td>
</tr>
<tr>
<td><strong>Garranties</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Warranties</strong></td>
<td></td>
</tr>
<tr>
<td>Collateral warranty, 108.</td>
<td></td>
</tr>
<tr>
<td>Coverture shall not avoide a collateral warranty upon a discontinuance, 109.</td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
</tr>
</tbody>
</table>
Warranty without heirs, 109.
Warranty to rebuk, but not to vouch, 109.

General writ.
General issue.
Things to be pleaded and not given in evidence, 110.
Command, 110.
Common, 110.
Rent, 110.
Licence, 110.
Lease for yeers and at will diversity, 110.
Manumission in deed, and in Law, diversity, 110.
Not escaped pleaded, and not arrested given in evidence, 110.

Grants.
Office of charge and of profit, diversity, 110.
Outing the officers, 111.
Quere, 111.
Grant void for incerteynty, 111.
Diversity betwixt grant and devile, 111.
Quere, 111.
Lease for life and four yeers over, 111.
What shall pass by grant of lands and tenements, or omnes firmas, 111.
Ejeccione Firme, 112.

HARIOTS.
HARIOT custome and service diversity, 112.
Detinue, 112.

Heresie.
Where a writ de heret. com- burrend. shall issue, where not, 112.
Abjuration, 113.
Diversity, 113.
Homage, see Tit-Fealty, 113.

IDEOT.
IDEOT and unthrift diversity, 113.

Imprisonment.
Incident.
Court Baron incident to a mannor, Pipowders to a Faire, 114.
Grants, 114.
Recovery of a rent service, good title to homage and fealty, 114.

Indictments.
Indictment of death and poisioning, 114.
Justice indicted, 114.
Diversity, 114.
Alter trespass in felony, 114.

Intrusion.
Relation of an office, diversity, 115.
Where pardon of Intrusion excuses, the issues, livery, &c. where not, 115.
Diversity, 115.

Joynenants.
The Table.

Joyntenants.
Where successive holds place, where not, 116.
Habendum, 116.
Reentry by two or against two where the one dies, 116.

Journies accompts.
Judgement.
Nonage saves default, 117.
Recovery against an infant by default, and by action tried, diversity, 117.
Where a man shall be restored to his first action, and where he shall have error, &c. 117.
Recovery of land in one County which lies in another, 117.
View, 117.
Intendement, 117.
Affire in N. and recovery pleaded in H, 117.
Condition determined by judgement, 118.
Judgement given with original, 118.

Issues joynes.

Issues joyned.
Action upon the case upon an assumpit, 119.
Special verdict where the issue is upon an abfq. hoc, 119.
Amerciament, 119.
Issue found in part, diversity, 119.
Pregnancy, 119.
Issue in waff, 119.
Amerciament, 119.

Issues returnes.
Issues returned.
See Tit. Intrusion.
Debate of tithes betwixt lay per sons, 120.
Spiritual Court, 120.
Tryal of a thing ultra mare, 120.

Jurors.
Jury took a scroule not delivered to them in Court, 120.

LEET.

PAIN in the Leet for redressing a nuance forfeited by presentment, 121.
Where the Lord shal have debt upon a pain in a Leet, and where distrain for it, 121.
Leet of the torne of the Sheriff, 121.
Exposition of a Statute, 121.

Leafes.
Void leafe, 121.
Acceptance by the successor of a Parson upon a leave for years, & for life diversity, 121.
Leave during a leave, 122.
House, 122.
Averment, 122.
Leave for life by a Parson, and leave for years diversity, 122.

Leaf
Leafe determined for a time and yet good after, 122.
Gardian in Chivalry, nor Lord by eieheat, shal not oufte the Leffe, 122.
Leafe for life, and leafe for years after, 123.
Convenit, 123.
Concefft, 123.
Dimitt, 123.
Locavit, 123.
Acceptance of rent by the succesor of a Parson, 123.
Parson shal not have a writ of right, 123.
A man leafe for twenty years, and after leafe for forty years, 123.
Leafe of a Biphop, 123.
Dean, 124.
Parson, 124.
Prebend, 124.
Confirmation, 124.
Habend, after such a leafe ended where there is no such leafe, 124.
Leafe of a Prebend. Equity, 124.
Leafe for yeares before livery sued, 124.
Relation of office, 124.
Where the wife shal lose her Dower, 125.
Leafe till a hundred pound be paid, 125.
Diversity, 125.
Leafe by a Biphop not sacred, and by a Biphop deprived diversity, 125.
Confirmation, 125.
Leafe till he hath levied 20 pound, 125.
Where the one Feaft is put before another in a Leafe, 125.

Ley gager.
Law wager.

Law in detinue of an Indent. of Leafe, 126.
Law lies not in a Quo minus, 126.

Licences.
Contra formam collationis, 126.

Lieu.
Place.
Scire facias upon a recognisance, 126.

Limitations.
Copyhold, 127.

Livery.
Where ward, because of ward, shal not sue livery, but oufter I'maine. Seignory revived by suing livery, 127.
Where livery shal be of Dutchy land, where not, 127.
General Livery and special, diversity, 128.
Mannor purchased by the King shall be in him as in the grantor, 128.
Livery, Primer feast, 128.
Garde, 128.
Oufter l'main, 128.
Where a man shal hold of the King as of his person, and yet not in Capite, Et econtra, 128.

Extent
### The Table

<table>
<thead>
<tr>
<th>Extent of Livery, and of intruion, diversity, 128.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attainder of Cestui que use by Parliament, and of attainder of a sole Tenant by the Commonlaw, diversity, 128.</td>
</tr>
<tr>
<td>Exposition of a Stat., 129.</td>
</tr>
<tr>
<td>Livery by the heir during a lease or devise for years, 129.</td>
</tr>
<tr>
<td>Where a man shall sue Livery? where not, 129.</td>
</tr>
<tr>
<td>What is Livery? what Oufer l'main, 130.</td>
</tr>
<tr>
<td>Livery of Socage land, 130.</td>
</tr>
<tr>
<td>Tenure of the King in Knights Service, and in Capite, diversity, 130.</td>
</tr>
<tr>
<td>Socage in capite, and Knights service in capite, diversity, 130.</td>
</tr>
<tr>
<td>What livery is, 130.</td>
</tr>
<tr>
<td>What Primer seisin, 130.</td>
</tr>
<tr>
<td>Livery in Wales, and County Palatine, 130.</td>
</tr>
<tr>
<td>Primer seisin of cestui que use, 131.</td>
</tr>
<tr>
<td>Will not performed, 131.</td>
</tr>
</tbody>
</table>

#### Mainprize.

<table>
<thead>
<tr>
<th>Surety upon arrest in London, 131.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priviledge, 131.</td>
</tr>
<tr>
<td>Procedendo, 131.</td>
</tr>
<tr>
<td>Revivings, 131.</td>
</tr>
<tr>
<td>Where surety upon a Bil in Banco regis is discharged, where not, 131.</td>
</tr>
<tr>
<td>Repleader, 131.</td>
</tr>
</tbody>
</table>

### Maintenance.

<table>
<thead>
<tr>
<th>Maintenance by him in remainder or reversion, 132.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale, where he hath not been seised by a year, 132.</td>
</tr>
<tr>
<td>Statute expounded, 132.</td>
</tr>
</tbody>
</table>

#### Mannor.

<table>
<thead>
<tr>
<th>Making of a Mannor, 132.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Baron, 133.</td>
</tr>
<tr>
<td>Suitors, 133.</td>
</tr>
</tbody>
</table>

#### Misnusmer.

#### Misnamer.

<table>
<thead>
<tr>
<th>Statute avoided by misnamer, 133.</th>
</tr>
</thead>
</table>

### Monstrans de faits.

#### Shewing of Deeds.

<table>
<thead>
<tr>
<th>Shewing of Deeds, and Records, 133.</th>
</tr>
</thead>
</table>

### Mortdauncestre.

<table>
<thead>
<tr>
<th>Feoffment to two, and the heir of the one, 133.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortdauncestre, 134.</td>
</tr>
<tr>
<td>Discent of reversion, Dower, 134.</td>
</tr>
<tr>
<td>Forfeiture, Feoffment, Right, 134.</td>
</tr>
</tbody>
</table>

### Mortmain.

<table>
<thead>
<tr>
<th>When a remainder is granted in Mortmain, and when a reversion, diversity, 134.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claim, 134.</td>
</tr>
<tr>
<td>Remainder waived, Use, 134.</td>
</tr>
<tr>
<td>Appropriation without licence, is Mortmain, 134.</td>
</tr>
</tbody>
</table>

---

| Leafe | 3 D |
Lease for 300 or 400 years is
Mortmain, 134.
Otherwife of a covenant for so
many years, 135.
99 or 100 years is not Mort-
main, 135.
Mortmain, 135.
Defeasance and descent takes not
away the entry of the Lord
for Mortmain, 135.

NONABILITIE.
Obligation for usury, 135.
Conclusion, 135.

Nonuit.
King non-suit, 136.
Nonuit upon demur, 136.
Nontenure a good plea in an
attaint for a stranger; contra
for a privy, 136.
Where non-tenure shall be a
good plea in attaint, where not, 136.
Entry in attaint after the last
continuance, 136.

Nosme.
Name.
Where a woman shall lose her
name of dignity by mar-
riage, 137.

Notice.
Notice of resignation shall be
given by the Ordinary, 137.

Office devant.
Where the king shall not seise
without Office, 137.

Tenant for life, the reversion
to the King dies, 138.
Full age shall be expressed,
when, 138.
Office ought to be certain, 138.
Office finds dying seised, but
tenuram ignorant, 138.
Where an Office intitles the K.
to the Seigniory, and Ten-
ancie, 138.
Servita ignorant, 138.
Melius inquirend, 138.
Foundation not observed, 138.
Land which is a chattel shall
be by office, 138.
Where the King shall seise
without office, and where
contra, 139.
Fees granted to him, who after
is made Jusitce, 139.
Steward and after made Jusitce,
139.
The same man made Bailey
and Steward, 139.
Jusitce of the Forrest, and
keeper of the Forrest, 139.
Parson created a Bishop, 139.
Forfeiture of office, 139.
Steward of a Forrest and Jusitce,
139.
Authority of the Jusitce of
Forrest, 140.
Sheriff and Escheator, 140.

Obligation.
A man bound to B. ad usum
I. who releases; and good,
140.

Oyer of Records, &c.
See Tit. Monstrans de
Faits.
The Table.

<table>
<thead>
<tr>
<th>Oyer and Terminus</th>
<th>213</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commision of Oyer and Terminus, 140.</td>
<td></td>
</tr>
<tr>
<td>King's Bench, alwaies Iustices of Oyer &amp; Terminus, 140.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pain.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pain for striking a man in the presence of the king, 141.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Panel.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part of Aliens, and part of Denizens, 141.</td>
</tr>
<tr>
<td>Tales, Error, 141.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parliament.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The King shall hold of no man, 142.</td>
</tr>
<tr>
<td>What words in acts will revive Seigniories extinct before, what not, 142.</td>
</tr>
<tr>
<td>Office for the King, 142.</td>
</tr>
<tr>
<td>Remitter shall not be where land is assured by parliament in case of a common person, nor in case of the King, 142.</td>
</tr>
<tr>
<td>Lease or charge by Tenant in tail, 143.</td>
</tr>
<tr>
<td>Of relation of an act of parliament, diversity, 143.</td>
</tr>
<tr>
<td>Pleading of a stat, 143.</td>
</tr>
<tr>
<td>Amendment of the count of the King in another term, Contrary of a common person, 143.</td>
</tr>
<tr>
<td>Elect new Burgeses, 143.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parnour.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taker of the profits.</td>
</tr>
<tr>
<td>Recovery against parnour of the profits, who is in ward of the King, 144.</td>
</tr>
<tr>
<td>Travers by Feoffees in use, 144.</td>
</tr>
<tr>
<td>Pernour, 144.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Patents.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licence of the K. not pursued, 144.</td>
</tr>
<tr>
<td>K. grants by general words, 144.</td>
</tr>
<tr>
<td>Tail extinct by surrender of the Letters Patents, 145.</td>
</tr>
<tr>
<td>Formedon without shewing the Patent, 145.</td>
</tr>
<tr>
<td>Assurance, 145.</td>
</tr>
<tr>
<td>Confatat. Surrender, 145.</td>
</tr>
<tr>
<td>Patentee leaves or gives, &amp; after surrenders his Patent, 145.</td>
</tr>
<tr>
<td>Confatat. Quære, 146.</td>
</tr>
<tr>
<td>Bailywick or Sheriffrwick granted, absq; compro., 146.</td>
</tr>
<tr>
<td>Tol. Fair. Market, 146.</td>
</tr>
<tr>
<td>Affise of fresh-force, 146.</td>
</tr>
<tr>
<td>Borough English, &amp;c., 146.</td>
</tr>
<tr>
<td>Diversity betwixt false suggestion, and false consideration Quære, 146.</td>
</tr>
<tr>
<td>Of what Leaf recital shall be in the King's patent, of what not, 147.</td>
</tr>
<tr>
<td>Recital in a Patent, 147.</td>
</tr>
<tr>
<td>King shall take notice, 147.</td>
</tr>
<tr>
<td>Confatat &amp; inspeximus, diversity, 147.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Peace.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breach of the Peace, 148.</td>
</tr>
<tr>
<td>Peremptory.</td>
</tr>
</tbody>
</table>
The Table.

Peremptory.
The first Nihil in a Scire Facias peremptory, 148.

Petition.
Where a man shall have Petition where Travers, 148.
Petition and Travers, 148.

Pledges.
Gage delivered for debt, 149.
Diffre is as a Gage, 149.

Pleadings.
Averment of his Title, 149.
Recovery by default, and action tried; diversity, 149.
Non tenure no plea in waft, 149.
Enter to avoid a warranty, Seffinduring the coverture in Dower, 150.
Averre the like of tenant for life, or in Taile, 150.
Where a man shal shew the commencement of a use, where not, 150.
Fee Simple, Fee Taile, 150.

Plenartie.
Where Plenartie is no plea, 150.
Mortmain, Parson inerpersonee, 150.

Premunire.
Where a prohibition lies, and where Premunire, 151.
Premunire lies for a thing which never appertained to the spiritual Court, 151.

Prerogative.
Priority and Posteriority, 151.
Land in use, 151.
Where the King may waive issue, where not, 151.
Gift of goods by the King, 152.
Præcie quod redd. for the King Escheat, 152.
Information, 152.
Myne, Quere, Prescription, 152.
Coffome shal serve, where a prescription will not serve, 153.

Presentation.
Two grants de prox. presentatione, 153.
Grant de prox. presentatione, 153.
The King shall present to anothers benefit by his prerogative, for that the incumbent is made a bishop, 153.

Privilede.
Priviledg shal dismis the Plaintiff, Bill of Middlesex, 154.

Procedendo.
Where Sureties in London shal remain after the action removed, and econtro, 154.

Proclamation.
The Table

<table>
<thead>
<tr>
<th>Proclamation.</th>
<th>Quo minus.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pena for making Proclamation without authority, 155.</td>
<td>Wager of Law lies not in a Quo minus, 158.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prohibition.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surmise to obtain a prohibition, 155.</td>
</tr>
<tr>
<td>Admiralty, 155.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alien inhabiting before, and coming after war proclaimed diversity, 155.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quare Impedit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentment of the one Joyntenant puts the other out of possession, 156.</td>
</tr>
<tr>
<td>Quare Impedit against the presentee of the King sole, 156.</td>
</tr>
<tr>
<td>Executors shall not have a writ by Journies by the death of the Testator, Diversity, 156.</td>
</tr>
<tr>
<td>Writ and count special, 157.</td>
</tr>
<tr>
<td>Writ to the Bishop, 157.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Que estate.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whole estate, &amp;c.</td>
</tr>
<tr>
<td>Que estate pleaded by the recoveror or difficilor, 157.</td>
</tr>
<tr>
<td>Que estate to a mean, 157.</td>
</tr>
<tr>
<td>Que estate of a particular Estate, 157.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quinzisine.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burrough and Upland, 158.</td>
</tr>
<tr>
<td>Tenth and fifteen, who pays them, and whereof levied, 158.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rationabili parte, &amp;c.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rationabili parte is by the Common law, 159.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recognisance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cognizee purchases, and cognize for repurcahes, 159.</td>
</tr>
<tr>
<td>Recognisance to be recorded by Justices out of term, Place, 159.</td>
</tr>
<tr>
<td>The King cannot take a Recognisance, 159.</td>
</tr>
<tr>
<td>Whomay take a Recognisance, 159.</td>
</tr>
<tr>
<td>Constable, 160.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Record.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exemplification, &amp; sub quo sigillo, 160.</td>
</tr>
<tr>
<td>Court baron, and Court of Record, diversity, 160.</td>
</tr>
<tr>
<td>Where the Record itself shall be removed by writ of error, 160.</td>
</tr>
<tr>
<td>Mittimus, 160.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recovery in value.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This assurance was made by the advice of Brudnel and others Justices, 161.</td>
</tr>
<tr>
<td>Recovery in value to binde the tail, 161.</td>
</tr>
<tr>
<td>Recovery to binde him, renision by aid, prayer, and voucher, 161.</td>
</tr>
<tr>
<td>Ancient demeine, 161.</td>
</tr>
<tr>
<td>Quere, 161.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Warranty,</th>
</tr>
</thead>
</table>
Warranty, 161.
Recovery in value shall not go to him in reversion, 161.
Assurance for to bind the tail, 161.
Vouch, 161.
Recovery to bind him in remainder, 162.
Diversity where the remainder only is warranted, and where the estate for life, 162.
Formedon, 162.
Recovery to bind him in rem, &c., 162.
Joynder in aid, 163.

Relation.
Relation of forfeiture by act of Parliament, 163.
Relation of forfeiture of felony by verdict, and by outlawry diversity, 163.

Releases.
Release no continuance, 164.
Release of all demands, bars, entry, and seisure, 164.

Relief.
See Tit. Debt.

Remainder.
See Tit. Distress.

Remitter.
The Statute of uges, 27. H 8, doth not make remitter, 165.
Diversity, 165.
Title of entry doth not make remitter, contrary of a right of entry, 165.
Quere, 166.

Repleader.
Jury discharged by Jeofail, 166

Rescous.
See Tit. Distress.

Reservations.
Soil excepted, by excepting of the wood, 166.

Restitution.
Restitution by Parliament, 166.

Restore al primer action.
Restored to the first action.
Remitter to the first action, & è contra, 167.
Where an action shall be restored after a feoffment; where not, 167.

Return de auers.
Return of beasts.
Discontinuance, or non suit in second deliverance, 167.

Revivings.
See Tit. Extinguishmment.

Riot, Rout, & unlawful assembly.
Difference betwixt Riot, Rout, and Assembly, 168.
Sanctuary.
**The Table.**

<table>
<thead>
<tr>
<th>Sanctuary</th>
<th>See Tit. Corone.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saving default.</td>
<td>See Tit. Judgement.</td>
</tr>
<tr>
<td>Scire facias.</td>
<td></td>
</tr>
<tr>
<td>Second deliverance.</td>
<td>See Tit. Retorn de averse.</td>
</tr>
<tr>
<td>Seisin.</td>
<td></td>
</tr>
</tbody>
</table>

**Seisin.**

SEISIN by the hands of an intruder, 169.
Livery, 169.
Distres suspended, not Seigniory, 169.
Seisin of the King loses not the arrearages, 169.

**Several precipe.**

Debt and detinue in the same Writ, 170.

**Several tenancy.**

Uncertain demand in an assise, 170.

**Statute Merchant.**

Part of the land extended in the name of all; no reextent, 170.
Processes in another County upon a nihil returned upon a tefutum eff, 170.
Deliberate, 170.
Surrender, 170.
When a man may hold the land beyond his term upon a Statute, 170.

| Judgement, 170. |
| Reversion not extendable, 171. |
| Diversity betwixt a purchase after the Statute, and before execution, and where 'tis purchased after execut' had 171. |
| Execution by Executors in the name of the Conuée who is dead, 171. |
| Execution for the Executors of the Conuée, 171. |
| Conuée returned dead, 172. |
| Return of extendi facias, liberate, 172. |

**Supersedes.**

Attaint, 172.

**Sureties.**

Death of the King, 172.

**Surrender.**

Surrender extra terram, 172.
Trespas, 173.
The King cannot record a surrender, 173.
Surrender by the first termor, 173.
Termor makes the Lessor his Executor, 173.
He in remainder surrenders where there is a lease for years in possession, 173.

**Suiror.**

Two suitors onely at a Court Baron, 173.

**Taile.**
The Table.

Taile.
Single voucher and double voucher, diversitie, 174.
Where the assets aliened shall be a bar in a Formedon, where not, 174.
Two sons by divers venters, 174.
Collateral warranty by release, 174.
Quere, 175.
Taile extinct, 175.
Surrender, 175.

Tenant at will.
Tenant by sufferance, and at will, 175.
Diffeifor, 175.

Tenant by Copy.
Formedon in difcender by a copy-holder, 176.
Intendment, 176.
Where Tenant at will, or a termor of a Mannor may grant copy-hold for life, 176.
Demiife rendring the ancient rent or more, 176.

Tenant by sufferance.
See Tit. Tenant at will.

Tender.
What shall be the attendance in a condition, 176.
Diversity, 176.
Condition of re-entry for non-payments, 176.

At what time the lessees ought to make tender, 176.
Tender upon the land est contra, 177.

Tenures.
Tenant makes a Feoffment of a moyety, this is not pro particula, 177.
The like matter in the Cheq. 5. H. 6. Ro. 4, ex parte, 177.
Remem. Thesaurarij, 177.
Tenure in capite, 178.
Et de honore diversitie, 178.
Outier l' main, 178.
Socage in capite, 178.
Diversity, 178.
To hold by suite of court, 178.

Court. Mannor, 178.

Testament.
Where a man shall have for life and where see simply devise, 179.
Payment by the Heir, Executor, or Assignee, 179.
Quere, 179.
Will of 3 Mannors by the stat. 32. H. 8, 179.
Teatment cannot be without Execut, 179.
Where a legacy or devises shall be good, though the devisor names no Executors, 179.
Feoffment of all after the Stat. of 32. H. 8, 179.
Ward, 179.
Primer Seilin, 179.

Explanation
The Table.

| Explanation of Wills, by Stat. 34 and 35. H. 8, 180. |
| Seisin in Fee traversed, 183. |

| Testmoignes. |
| Witness. |
| Seizin in Fee traversed, 183. |

| Age of Witnesses in Estate proband, 180. |

| Titles. |
| See Tit. Pleadings. |

| Trespasses. |
| Quare vi & armis of taking in another's soil, 185. |

| Travers of Office. |
| Title made upon traverse tendered, 180. |
| Travers dying seized, found by Office, 181. |
| Termor cannot traverse, 181. |
| Monstrance de droit, 181. |
| Travers against the King, 181. |
| Where the King shall have Prerogative, where not, 181. |
| Non-suit in Travers and Petition, diversity, 181. |
| Judgement in Travers, 181. |

| Travers by, &c. |
| Action upon the Case for making of false clothes, 182. |
| Seizin in Fee Traversed in Afsise, 182. |
| The King shall waive his issues, contra of an Informer, 182. |
| Without that that he had anything, 182. |
| The mean conveyance in the Title shall not be traversed, where the Plaintiff in his Title binds the Defendant, 183. |

| Treason. |
| Misprision of Treason, 183. |
|Where Tryall shall be per pares, 184. |
| Forfeiture for misprison of Treason, 184. |
| Compasse or imagine, 184. |
| What shall be said treason, 184. |
| Deprive, 184. |
| Quare, 184. |
| Fine for misprison of Treason, 185. |
| Alien commits Treason, 185. |
| Diversity, 185. |

| Trespas. |

| Tryall. |
| Tryal of a Peer of the Realm arraigned upon an indictment and appeal, diversity, 186. |
| Tryall in Court Baron, by wager of Law, 186. |
| Tryall of the Law shall bee by the Justices, and of a particular custome per patriam, 186. |
| Tryall of a Bishop, 186. |

| Variance. |
| Quare imped. and the Writ and the Deed vary, 186. |

Verdict.
<table>
<thead>
<tr>
<th>Verdict</th>
<th>Waifs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verdict at large in a Writ of entry, 187.</td>
<td>Waifs his proper goods for Fellony, 188.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Villeinage</th>
<th>Waft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assets in their hands, 187.</td>
<td>Waffe by a Termor, who dyes before action brought, 189.</td>
</tr>
<tr>
<td>Diversity, 187.</td>
<td>Cutting of Beech of 20 or under 20 years of age shall be Waffe, 189.</td>
</tr>
<tr>
<td>Where the King shall have the Villeine of another in Ward, or Ideot, 187.</td>
<td>\textit{Latus waffat}, waffe in hedgerows, 189.</td>
</tr>
<tr>
<td>Quare, 187.</td>
<td>Where the Termor may take all the under-wood, \&amp; \textit{e contra}, 189.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Voucher</th>
<th>Silva cedua, 189.</th>
</tr>
</thead>
<tbody>
<tr>
<td>See B. Tit. Voucher.</td>
<td>Waffe for not covering of a new frame and house, 190.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Usury</th>
<th>Waffe by the Heir, 190.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diversity, where the day is certain, and where uncertain to make usury, 188.</td>
<td>A man shall be named Heir or Executor in the Premises, and not in the alias dicitus, 190.</td>
</tr>
<tr>
<td>Defeasance, 188.</td>
<td>Conclusion to the Writ, 190.</td>
</tr>
<tr>
<td>Usury, and where not, 188.</td>
<td></td>
</tr>
</tbody>
</table>