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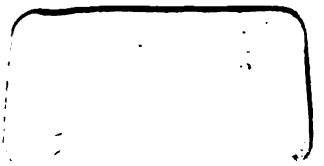
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THE COMPLETE

COURT-KEEPER:

OR,

Land-Steward's Aſſiſtant:

CONTAINING,

Firſt, The Nature of Courts Leet and Courts Baron; with a general Introduction to every Thing incident to them, according to Law and Cuſtom.

Secondly, The Manner of holding Courts Leet, Courts Baron, and Courts of Survey, with the Charge to the Juries; and the Forms of Entring thoſe Courts in the Minute-Books and in the Court-Rolls; with Precedents of great Variety of Preſentments, Amerciaments, Eſtreats, Copies of Court-Roll for Life, and in Fee; Grants, Surrenders, Admittances, Licences, Forfeitures, and all other Proceedings of that Nature.

Thirdly, The Manner of keeping the Court Baron for trying of Actions; the Nature and Kinds of Actions, and of Pleadings; and Precedents of Declarations and Pleadings, and of Proceſs, from the Precept or Original to the Diſtreſs or Execution; with Pleas and Recoveries concerning Copyhold Lands.

Fourthly, Precedents of Contracts, Conditions, Covenants, Leaſes for Life, Leaſes for Years, Aſſignments, Mortgages, Surrenders of ſuch Leaſes; and alſo of Copies of Court-Roll in ſpecial Caſes, uſed by the Land-Steward.

Fifthly, The Power and Authority of the Lord, and of the Steward, and the Privilege of the Tenants, with Variety of Law-Caſes and Reſolutions concerning Copyholders, and the whole Buſineſs of Court-Keeping: And alſo Surveys of Manors, Rentals, Stewards Accounts, Fees, *&c.*

By GILES JACOB, *Gent.*

AUTHOR of *The New Law-Dictionary.*

The Sixth Edition, with large *Additions* and *Amendments*, from Lord *Raymond*, *Comyns*, *Strange's Reports*, *Viner's Abr. &c.* to the preſent Time.

LONDON:

Printed by his MAJESTY'S LAW-PRINTERS;

For J. WORRALL; J. RIVINGTON; L. HAWES and Co. W. OWEN; T. LONGMAN; P. URIEL; A. SHUCKBURGH; and W. FLEXNEY. 1764.

TO

RICHARD DIBBEN,

OF

Manſton in the County of *Dorſet*, Eſq;

LAND-STEWARD

To the Right Honourable *Thomas* Lord *Arundel*, Baron of *Wardor* in the County of *Wilts*; and to *Thomas Freke*, of *Shroton* in the County of *Dorſet*, Eſq;

SIR,

AS my firſt Knowledge and Experience in COURT-KEEPING proceeded from an Employment under you in Bu-

 ſineſs

ſineſs of that Nature, I think myſelf obliged in Gratitude to preſent You with this ſmall Performance; though I am ſenſible, it is unworthy to be patronized by a Genleman of your Judgment and Experience.

If I have inſerted in this Book any of your Methods, as perhaps I may, I hope You will pardon my Preſumption, ſince the Occaſion of it was to make it the more complete, according to the preſent Practice; being informed it is much wanted for the publick Good, and I hope it will not prove any Private Prejudice.

The Collections I took this Way when I ſerved you, and as I have taken ſince I liv'd with *William Blathwayt*, Eſq; (whom You know I have had the Honour

to

to ſerve as *Houſe* and *Land-Steward* for theſe Five Years paſt) were not intended at that Time to be made publick: But the frequent Importunities I have met with from ſeveral Attornies, and other Gentlemen well vers'd in *Court-Keeping*, (who approv'd the Methods I have here laid down, and the Precedents I have made Uſe of) at laſt prevailed with me to publiſh the following WORK.

If You meet not with ſo much Art and fine Dreſs in the Courſe of this Performance, as might reaſonably be expected, I hope I ſhall obtain Your Pardon, ſince it is the Buſineſs only which I have purſued, and endeavoured to give a full Account of: The Regularity in Diſpatch whereof, as I take it to be the beſt Uſe of any Book of this Kind, ſo I hope the Methods here laid

laid down will recommend it to the Publick, at leaſt, ſo far as to be approv'd of by You, to whoſe Determination I ſubmit myſelf: Who am,

SIR,

Your moſt Obliged, and

moſt Humble Servant,

GILES JACOB.

THE

THE

PREFACE.

HAving peruſed ſeveral Books written on the Subject of Court-Keeping, and finding them defective in many Particulars, and confuſed in the whole, not any one ſingly, nor all of them together, containing fully the Modern Methods of Court-Keeping, and little or no Notice taken of any other Part of the Buſineſs of Land-Stewardſhip, which is not inconſiderable; I have adventured to publiſh the following Sheets, to endeavour to make up the Deficiencies of the others on this Subject.

And as it may be expected from me to give ſome particular Account of the following Work, to ſet forth how far it contains more neceſſary Informations than any other, or even all the Books now extant on this Head; I ſhall only take Notice, That the other Books now in Being of this Nature do not comprehend a Complete Method of Court-Keeping, there being no ſuch Thing in any of them as a Charge in the Court Leet and Court Baron ſo proper and extenſive, (although it be in more Words

Coke's Complete Copyholder; *Kitchin* of Courts; *Scroggs* of Courts Leet; *Lex Conſuetudinaria*; *Greenwood* of Courts.

in

in Greenwood) *as is contained in this, nor any Precedents of Copies of Court-Roll for Lives, which are moſt commonly uſed at this Day,* (*although there are Copies of Inheritance in* Scroggs) *nor any Account of a Court of Survey, and very little Notice taken of Proceſs in the Practice of the Court Baron relating to Actions, Leaſes for Life or Years, Aſſignments, Mortgages of ſuch Leaſes, Surveys of Manors, Stewards Accounts, with ſeveral other Things of leſs Conſequence; and what they do contain, is not ſo regularly digeſted as to render them a perfect Directory to a Steward without Experience: All which Defects I have endeavoured to ſupply by Amendments, and by the Addition of Collections, which I have taken in above ten Years Experience. So that, altogether, I hope it will appear complete, according to the preſent Practice.*

In this SIXTH EDITION *is added a great Variety of* New Precedents, (*particularly for the Infranchiſement of Copyholds*) *drawn by ſome of the moſt Eminent Conveyancers, and many adjudged Caſes relating to Copyholds, publiſhed by the beſt of the modern Reporters, as Lord* Raymond, Comyns, *Sir* John Strange, *&c. to the preſent Time.*

THE

THE COMPLETE COURT-KEEPER: OR, Land-Steward's ASSISTANT.

The Nature of Courts Leet and Courts Baron, with a General Introduction to every Thing incident to them, according to Law and Cuſtom.

LEET, *Leta*, otherwiſe called a Law-day, ſeems to be derived from the *Saxon* Word *Læo*, as it appears by the Laws of King *Edward*, ſet out by *Lambert*. It was a Court of Juriſdiction above the Wapentake or Hundred. Many Lords, together with their Courts Baron, have likewiſe Leets adjoined, and thereby do inquire of ſuch Tranſgreſſions, as are ſubject to the Inquiry and Correction of this Court. But in whoſe Manor ſoever it be kept, 'tis accounted the King's Court, becauſe the Authority thereof originally belonged to the Crown. *Kitch. Fol.* 6. *Dyer, Fol.* 64. ſaith, That this Leet was firſt derived from the Sheriff's Court: And it inquireth of all Offences under High Treaſon, committed againſt the Crown and Dignity of the King, tho' it cannot puniſh many, but muſt certify them to the Juſtices of Aſſize, by the Stat. 1 *Ed.* 3. *c. ult.* And it is called the View of Frankpledge, for

A Court Leet what. Its Original and Authority.

Court Leet, for what ordained.

that the King there may be certified by the View of the Steward, how many People are within every Leet, and alſo have an Account of their good Manners and Government; and every Perſon of the Age of 12 Years, which had remained there by a Year and a Day, to be ſworn to be faithful to the King, and alſo to keep the People in Peace and Obedience.

This Court is to be kept twice in every Year; one Time within a Month after *Eaſter*, and the other Time within a Month after *Michaelmas*, at a certain Place within the Precinct; and of this Court the Lord or his Steward is Judge.

A Court Baron what, and for what ordained.

A Court Baron is incident to and inſeparable from a Manor. Theſe Courts were ordained to determine Injuries, Treſpaſſes, Debts, and other Actions that are under 40 *s.* The Homage ought to inquire in this Court, that their Lords ſhall not loſe their Services, Cuſtoms, or Duties, but make their Suits in this Court as Obedience to their Lords, and preſent all common and private Nuſances, which may prejudice their Lord's Manor. In this Court the Freeholders or Freeſuitors are Judges.

This Court cannot ſubſiſt without two Freeſuitors or cuſtomary Copyholders, as the Court Leet may; but it may conſiſt of leſs than 12 Jurymen, which the Court Leet cannot.

A Manor, of what it conſiſts.

A Manor conſiſts of Demeſnes and Services, and a Court Baron as incident, and this muſt be Time out of Memory; for a Manor cannot begin at this Day, becauſe a Court Baron cannot now be made. The Court Baron is the chief Prop and Pillar of a Manor; for that no ſooner faileth, but the Manor falleth to the Ground.

Original of Manors.

For the Original of Manors, we find in our Books, that the ancient Kings of this Realm, who had all the Lands of *England* in Demeſne, (that is, in their own Hands) did grant a certain Compaſs or Circuit of Ground unto ſome great Perſonage, with Liberty to parcel the Land out to other inferior Tenants, reſerving ſuch Duties and Services as they thought convenient; with

with Power to keep Courts, where they might redress Misdemeanors within such their Precincts, punish Offences committed by their Tenants, and debate and decide Controversies within their Jurisdiction; These Lords and Noblemen performing such Services, and paying such Rents, as the said Kings by their Grants reserved. These Grantees were called Barons, and were such as came to Parliament, and from thence it retains the Name of Court Baron to this Day; tho' in Process of Time, by the Grants of such Barons, these Lands and Manors came into the Hands of mean Men, by Purchase, *&c.* as it is at this Time. Courts Baron, by the Law, may be kept once every three Weeks, at any Place within the Manor.

Word Manor, from whence derived.

For the Etymology of the Word Manor, some fancy it to *derive from Manurium*, a Manuring the Ground; but others think (with more Probability) that it comes from the *French* Word *Mesner*, to govern or guide, because the Lord hath the Government of the Tenants within his Jurisdiction.

Upon the Creation of Manors, the Lords took as much as was necessary for their own Use into their Demesnes: They distributed as much as was convenient amongst their Tenants; and what was left was called the Lord's Waste, because it was neglected by the Lord.

Courts Baron differ from Courts Leet in divers Respects, *& inter alia*, as follow.

1. A Court Baron may be kept once in every three Weeks, and (as some think) oftener; but a Court Leet by the Statute of *Magna Charta* is to be kept but twice every Year; one Time within a Month after *Easter*, and another Time within a Month after *Michaelmas*.

2. A Court Baron may be kept at any Place within the Manor; but a Court Leet, by the Statute of *Magna Charta*, must be kept *in loco certo & determinato* within the Precinct.

3. Originally Courts Baron belonged to inferior Lords of Manors; but Courts Leet originally belonged to the King.

4. A Court Baron is incident to every Manor, and is *Cauſa ſine qua non*, the very Prop and Pillar of the Manor; but few Manors have Courts Leet, for inferior Lords of Manors cannot keep Courts Leet without a ſpecial Preſcription, or ſome ſpecial Grant from the King.

5. In a Court Baron the Suitors are Judges; but in a Court Leet the Steward is Judge.

6. In a Court Baron the Jury may conſiſt of leſs than twelve, but not in a Court Leet; for in a Court Baron none are impanell'd upon the Jury, but Freeholders of the ſame Manor; but in a Court Leet Strangers may be impanelled.

7. A Court Baron cannot ſubſiſt without two Suitors *ad minimum*; a Court Leet may ſubſiſt without any.

8. Courts Baron inquire of no Offence committed againſt the King; but Courts Leet inquire of all Offences under High Treaſon, committed againſt the Crown and Dignity of the King.

9. A Writ of Error lies on a Judgment given in a Court Leet, but not on a Judgment given in a Court Baron.

10. In a Court Leet a *Capias* lies; but in a Court Baron, inſtead of a *Capias*, an Attachment by Goods is uſed.

11. In a Court Baron an Action of Debt lies for the Lord himſelf, becauſe the Suitors are Judges; but in a Court Leet the Lord cannot maintain an Action for himſelf, becauſe the Steward is Judge.

What is a Copyholder.

A Copyholder is Tenant by the Copy of Court Roll, and is the only Tenant in Law which holds by the Copy of any Record, Deed, or Charter. The Title or Eſtate of the Copyholder is entered into the Roll, whereof the Steward delivereth him a Copy; from whence he is called a Copyholder.

His Eſtate.

A Copyholder originally had (in Judgment of Law) but an Eſtate at Will, yet Cuſtom had ſo eſtabliſhed and affixed his Eſtate, that this by the Cuſtom of the Manor is deſcendible, and his Heirs ſhall inherit it; ſo that the Cuſtom of the Manor is the Life and Soul of

of Copyhold Eſtates; for without a Cuſtom, or if they break their Cuſtom, they are ſubject to the Will of the Lord. And by Cuſtom, a Copyholder is to have his Land according to the Cuſtom, as he which had Freehold at Common Law.

As a Copyhold is created by Cuſtom, ſo it is guided by Cuſtom.

A Copyholder doth not derive his Eſtate out of the Eſtate or Intereſt of the Lord only, for then the Copyhold Eſtate ſhould ceaſe when the Eſtate of the Lord determined; but the Copyholder is in by Cuſtom.

Yet it is looked upon as a baſe Eſtate, and not ſo worthy as Freehold.

If a Tenant at Will be outlawed, his Eſtate is determined; but a Copyhold *is not forfeited or determined by Outlawry.*

In voluntary Grants made by the Lord himſelf, generally the Law neither reſpecteth the Quality of his Perſon, nor the Quantity of his Eſtate; for if he be an Infant, or *Non compos Mentis*, an Ideot or Lunatick, an outlaw'd Perſon, or an Excommunicate, notwithſtanding theſe are Diſabilities at the Common Law, yet Grants made by him are good, by reaſon the Cuſtom of the Manor confirms them to the Copyholder, if the Lord's Title to the Eſtate be good and lawful. Who may be Grantors of Copyholds.

And 'tis not material whether the Lord's Eſtate be in Fee Simple, Fee Tail, or Dower, or as Tenant by the Curteſy for Life or Years, as Guardian, or as Tenant by Statute, or by *Elegit*, or at Will; the leaſt of theſe Eſtates is a ſufficient Warrant to the Lord to grant any Copyhold eſcheated unto him. Quality of their Eſtates.

If the Lord of a Manor be attainted of Felony or Murder, by Verdict or Confeſſion, any Grant by Copy made after the Felony or Murder committed and before the Attainder, ſhall ſtand good, notwithſtanding the Relation.

The ſame Perſons, that are capable of a Grant by the Common Law, are capable of a Grant by Copy, according to the Cuſtom of the Manor. Who may be Grantees.

A Feme Covert may be a Purchaſer of Copyhold, and this Purchaſe ſhall ſtand in Force until her Huſband diſagreeth: Nay, a Feme Covert may receive a Copyhold Eſtate by Surrender from her Huſband, becauſe ſhe cometh not immediately by him, but by the Admittance of the Lord, according to the Surrender.

Surrenders. A Copyhold Intereſt cannot be transferred by any other Aſſurance than by Copy of Court-Roll, according to the Cuſtom, and that by Surrender.

If I will exchange a Copyhold with another, I cannot do it by an ordinary Exchange at the Common Law, but we muſt ſurrender to each other's Uſe, and the Lord admits us accordingly.

If I will deviſe a Copyhold, I cannot do it by Will at the Common Law, but I muſt ſurrender it to the Uſe of my laſt Will and Teſtament, and in my Will I muſt declare my Intent.

A Surrender (where by a ſubſequent Admittance the Grant is to receive its Perfection and Confirmation) is rather a manifeſting the Grantor's Intentions, than a paſſing away any Intereſt in the Poſſeſſion; for till the Admittance the Lord taketh Notice of the Grantor as Tenant, and he ſhall receive the Profits of the Lands to his own Uſe, and ſhall diſcharge all Services due to the Lord: But yet the Intereſt is in him but *ſecundum quid*, and not abſolutely; for he cannot paſs away the Eſtate to any other, or make it ſubject to any other Incumbrance, than it was ſubject to at the Time of the Surrender: Neither is any manner of Intereſt veſted in the Grantee before Admittance; for if he enters, he is a Treſpaſſer, and puniſhable in Treſpaſs; and if he ſurrender to the Uſe of another, this Surrender is void. Yet the Grantee cannot poſſibly be deluded or defrauded of the Effect of this Surrender; for if the Lord refuſe to admit him, he is compellable to do it by a *Subpœna* in the *Chancery*, and the Grantor's Hands are ever bound from the diſpoſing of the Land any other Way, and his Mouth ever ſtopp'd from revoking or countermanding his Surrender.

A Copy-

A Copyholder may ſurrender his Copyhold by Attorney, in caſe he be in Priſon, ſick in Bed, or beyond the Seas; but he may not be admitted by Attorney, becauſe he muſt do Fealty in Perſon.

If a Copyholder languiſhing in Extremity ſurrenders out of Court to the Uſe of his Couſin in Conſideration of Conſanguinity, or to the Uſe of his Son in Conſideration of natural Love and Affection, and after recovereth his Health before Preſentment, this Surrender is revocable or countermandable; but if it be granted for valuable conſideration, as for the Diſcharge of Debts, it is binding and irrevocable; as are likewiſe all other Surrenders.

In voluntary Admittances the Lord is only eſteem'd Cuſtom's Inſtrument; and if the Lord admits any one *contrary to* Cuſtom, either in Reſervation of the Rent, or in any other Particular, this ſhall not bind his Heir or Succeſſor, becauſe Cuſtom hath not ſufficiently confirm'd it. Admittances.

And as in Admittances upon Surrenders, ſo in Admittances upon Deſcents, the Lord is uſed as a mere Inſtrument, and no manner of Intereſt paſſeth out of him; and therefore neither in the one nor in the other is any Reſpect had unto the Quality of his Eſtate in the Manor; for whether he hath it by Right or by Wrong, it is not material; theſe Admittances ſhall never be called in Queſtion for the Lord's Title, becauſe they are judicial Acts, which every Lord is injoined to execute. *Co.* 4. *Fo.* 27. *b.* *Co.* 1. *Fo.* 140. *b.*

Admittances by the Lord to a wrong Perſon is void and of no Effect; and in ſuch Caſe the Lord muſt make a ſecond Admittance, which muſt be to the right Perſon, and he will enjoy the Eſtate, and the firſt have nothing.

If I ſurrender with the Reſervation of a Rent, and the Lord admits, not reſerving any Rent, or reſerving a leſs Rent than I reſerved upon the Surrender, this Admittance is wholly void: So if I ſurrender upon Condition, and the Lord omits the Condition, the Admit-

tance is wholly void, for the Admittance in all Reſpects muſt agree with the Surrender.

Tho' a Man may not enter upon Lands upon a Surrender before Admittance, yet the Heir upon Deſcent, where there is no Surrender, is to moſt Intents a perfect Tenant of the Land inſtantly upon the Death of his Anceſtor; for he may enter into the Land before Admittance, take the Profits, puniſh any Treſpaſs done upon the Ground, ſurrender into the Hands of the Lord to whoſe uſe he pleaſeth, &c.

The Cuſtom of every Manor is compulſory in Point of Admittance; for either upon Pain of Forfeiture of their Copyhold, or of incurring ſome great Penalty, the Heirs of Copyholders are inforced to come into Court, and be admitted according to the Cuſtom, within a ſhort Time after Notice given of their Anceſtor's Death.

Services. Services of Submiſſion are Homage and Fealty, which are certain Ceremonies uſed among Tenants, whereby they ſubmit themſelves unto their Lords, and bind themſelves by ſolemn Oath, or by faithful Promiſe, from that Day forward to become the Lord's Men, for Life, for Member, for *terrene Honour*, to owe unto him Faith for the Lands which they hold of him. Theſe Ceremonies are uſed at the firſt Entrance or Admittance of any Tenant, to enforce him to acknowledge and confeſs himſelf Tenant unto his immediate Lord.

Homage and Fealty differ in the following Points, *viz.* in doing Homage the Tenant kneeleth; in doing Fealty he ſtandeth. In doing Homage the Tenant muſt remain uncover'd; in doing Fealty he may remain cover'd. In doing Homage the Lord kiſſeth the Tenant; in doing Fealty he kiſſes him not. In doing Homage the Tenant promiſeth to become the Lord's Man for Life, for Member, and *terrene Honour*; and in doing Fealty he only ſweareth to become the Lord's faithful Tenant. In ſhort, Homage eſpecially concerneth Service in War, to attend their Lords; and Fealty

Fealty was primarily deviſed for Tenants to manure the Lord's Ground, and carefully to diſcharge all rural Affairs.

None can do Homage but Tenants in Fee-Simple, or in Tail; but Copyhold Tenants for Life or Years are capable of doing Fealty.

None is capable of receiving Homage but the Lord himſelf in Perſon; but the Lord's Steward, or his Bailiff, is capable to receive Fealty in the Lord's Behalf.

Services of Profit are either tending to the publick Profit of the Kingdom, as when the Lord enjoineth his Tenant to amend Highways, to repair decay'd Bridges, or the like: Or tending to the private Profit of the Lord, as where the Tenant is injoined to be the Lord's Brewer, or is tied to pale his Lord's Park, manure *his Lord's Lands*, tile the Lord's Houſe, or *thatch* the Lord's Barns, *&c.*

Then there are annual Services as well as corporal Services; and accidental Services, which differ from the corporal and annual Services in this, that moſt accidental Services are incident to the Fee, and are due without ſpecial Reſervation of the Lord; but moſt corporal Services, and all annual Services, are due upon ſpecial Reſervation only, and do not belong to the Fee.

The Lord may diſtrain the Tenant's Cattle or Goods, to compel them to perform theſe Services. Service.

Service alſo ſignifieth any Duty whatſoever accruing unto the Lord by reaſon of his Seigniory.

Heriot, or *Hariot*, cometh of the Latin Word *Herus*, *Dominus*, becauſe it is a Duty appropriated to the Lord, rendred at the Death of a Tenant, or on a Surrender to his Lord; and is the beſt Beaſt or Goods found in the Poſſeſſion of the Tenant deceaſed.

In the *Saxons* Time, when the Name of *Heriot* was firſt known, Heriot ſignified nothing elſe but a Tribute given to the Lord for his better Preparation towards War, as a Horſe, a Spear, a Sword, or ſome ſuch like military Weapon.

There

There are two Sorts of Heriots, Heriot Service, and Heriot Cuſtom. Heriot Service is that Heriot which is never due without ſpecial Reſervation, and is ſeldom reſerved upon any leſs Eſtate than an Eſtate of Inheritance. Heriot Cuſtom is that Heriot which is never due upon ſpecial Reſervation, but is challenged upon ſome particular Cuſtom, and is uſually paid upon an Eſtate for Life, or for Years, as well as upon an Eſtate of Inheritance.

Reliefs.

Relief is a certain Sum of Money, which every Freeholder payeth unto his Lord, being at full Age, at the Death of his Anceſtor. It is the Key, which opens the Gate to give the Heir free Paſſage to the Poſſeſſion of his Inheritance; for by Payment thereof he relieves, and as it were raiſeth up his Lands again, after they were fallen down.

There is Relief Service, and Relief Cuſtom: Relief Service is that which is paid upon the Death of any Freeholder; Relief Cuſtom is that which is paid upon the Death of any Freeholder, Change or Alienation of any Freehold, according to the Cuſtom of the Place. In many Places it is a Year's Profit of the Lands, and in many other Places but Half a Year's Profit.

For Heriots, Reliefs or Amerciaments the Lord may either diſtrain, or bring an Action of Debt, at his Election.

Amerciaments.

Amerciament is a pecuniary Puniſhment for any Offence committed by the Tenant againſt the Lord of any Manor. It is a certain Sum of Money impoſed upon the Tenant by the Steward, by the Oath and Preſentment of the Homage, for the Breach of any By-Law made either for the Benefit of the whole Kingdom, or for the Benefit of themſelves; or for Default of doing Suit, or for other Miſdemeanors puniſhable by the ſame Court; and it taketh its Name from being in the Lord's Mercy to be inflicted, more or leſs, at his Will and Pleaſure.

It

It differs from a Fine in the following Reſpects: Whoſoever is fin'd may lawfully be impriſon'd; but whoſoever is amerced cannot. Amerciaments are incident unto Courts Baron, as well as unto Courts Leet; and Fines are never incident to any Courts Baron, but to Courts Leet only, or other Courts of Record. Amerciaments are incident unto every Manor whatſoever; but Fines are incident to ſome few Manors only. Offences committed out of Court, of which the Stewards by no Poſſibility can have Cognizance without the Preſentment of the Homage, the Power of impoſing Puniſhments for them in ſuch Caſes appertaineth to the Jurors of the Leet, and not unto the Steward: And theſe Puniſhments thus inflicted are termed Amerciaments.

Offences committed in the Court, or elſewhere, of which the Steward can take ſufficient Notice without the Aſſiſtance of the Homage, are puniſhed by the Steward, not by the Jurors; and theſe Puniſhments thus impoſed are termed Fines.

All Amerciaments muſt be aſſeered by the Homage, but Fines impoſed by the Steward are not.

All Amerciaments and Fines are to be impoſed with Diſcretion and Moderation, according to the Nature of the Offence committed.

Preſentment is a Denunciation of the Jurors (without any Information) of an Offence inquirable in the Court whereunto it is preſented.

A Copyholder cannot in any Action real implead, or be impleaded, in any other Court but in the Lord's Court, for or concerning his Copyhold; but in Actions that are merely perſonal, he may ſue or be ſued at the Common Law.

Preſentments of Surrenders out of Court (which may be taken by the Steward, according to the Cuſtom, in the Preſence of two cuſtomary Tenants, tho' Admittances may not be made out of Court but by the Lord himſelf) are to be preſented at the next Court after the Surrender taken, and is to be done by the ſame Perſons as took the Surrender, in all Points material, Preſentments.

terial, according to the Surrender: And therefore if the Surrender be conditional, and the Preſentment be abſolute, both the Surrender, Preſentment, and Admittance thereupon, are wholly void.

But if the Steward omitteth any Part of the Surrender in the Entry of it in the Roll, upon ſufficient Proof made in Court, the Surrender ſhall not be avoided, but the Roll amended.

If I ſurrender out of Court, and die before Preſentment, if Preſentment be made after my Death according to the Cuſtom, this is ſufficient. So if he, to whoſe Uſe the Surrender is made, dieth before Preſentment, yet upon Preſentment made after his Death, according to the Cuſtom, his Heir ſhall be admitted.

A Surrender to Two jointly, and one died before Preſentment, the other ſhall be admitted to the whole.

If thoſe, into whoſe Hands the Surrender is made, die before Preſentment, upon ſufficient Proof in Court that ſuch a Surrender was made, the Lord ſhall be compelled to admit accordingly: And if the Steward, Bailiff, or the Tenants, into whoſe Hands the Surrender is made, refuſe to preſent, upon a Petition, or a Bill exhibited in the Lord's Court, the Party grieved ſhall find Remedy; but if the Lord will not do him Right, he may ſue both the Lord and them that took the Surrender in *Chancery*, and ſhall there find Relief.

Eſcheats. Eſcheat imports Lands fallen into the Lord's Hand for Want of Heir, general or ſpecial, to inherit them: But before the Lord enter into an Eſcheat in this Kind, the Homage ought to preſent it; and being preſented, Proclamation ought to be made to give Notice to the World, That if any Man ſhall come in and juſtly claim, he ſhall be received: The Homage then finding it clear, intitle the Lord as to Lands eſcheated.

Beſides this ordinary Sort of Eſcheat, there is another Sort of Eſcheat; and that is, where any Freeholder committeth Felony, and is attainted, the King ſhall have *Annum, Diem & Vaſtum*; and then it cometh unto the Lord by Eſcheat.

For-

Forfeiture cometh of the *French* Word *Forfait*, and signifieth the Transgression of a penal Law or Custom, whereby the Offender loseth his Lands or Goods. Forfeitures.

Upon the Descent of any Copyhold of Inheritance, the Heir is tied, upon three solemn Proclamations made at three several Courts, to come in, and be admitted to his Copyhold: If he faileth to come, this Failure works a Forfeiture. But see hereafter Title *Fines* where Infants and Feme Coverts are exempted from Forfeitures by Stat. 9 *Geo.* 1. *c.* 29.

So if a Copyholder be sufficiently warned to appear at a Court, and he faileth, this is a Forfeiture, unless he be hindred by Sickness, Overflowing of Waters, or if he be much in Debt, and fears to be arrested, then this Default is no Forfeiture.

If a Copyholder in the Court be called and summon'd to be sworn of the Homage, and refuseth, this is a Forfeiture.

So if the Copyholder be sworn of the Homage, and then refuseth to present the Articles according to his Oath, this is a Forfeiture.

If a Copyholder swears in Court, that he is none of the Lord's Copyholder, this is a Forfeiture.

A Copyholder speaking irreverent Words of the Lord, as that the Lord exacteth unreasonable Fines and Services, *&c.* this is no Forfeiture, but fineable only.

Tenant tearing in Pieces the Court-Roll, and denying his being a Copyholder, is a Forfeiture.

If the Lord upon the Admittance of a Copyholder (the Fine by the Custom of the Manor being certain) demandeth his Fine, and the Copyholder denieth to pay it upon Demand, this is a Forfeiture.

If a Copyholder sue a Replevin against the Lord, upon the Lord's lawful Distress for his Rent or Services, this is a Forfeiture.

If a Fine by the Custom of the Manor be uncertain, though a reasonable Fine be assessed, the Copyholder is not bound to pay it presently upon Demand, but shall have convenient Time to discharge it, if the Lord limits

limits no certain Day for the Payment thereof; and if within convenient Time it be not discharged, this is a Forfeiture without Presentment; but if the Fine be unreasonable, though it be never paid, it is no Forfeiture.

If the Lord demandeth his Rent, and the Copyholder denieth to pay it, this is a Forfeiture; or if the Copyholder saith that he wanteth Money to discharge it, and therefore intreateth the Lord to forbear until he be better provided, unless the Lord giveth his Consent, this Non-payment is a Forfeiture.

But if the Tenant be not upon the Ground when the Rent is demanded, nor none by his Appointment, it is no Forfeiture, unless the Lord continueth in making his Demand upon the Ground, and the Copyholder is still absent; this continual Denial in Law amounteth to a Denial in Fact, and maketh a Forfeiture without Presentment.

If a Copyholder committeth Waste voluntary or permissive, this is a Forfeiture: Voluntary, as if he plucketh down any ancient built House, or if he buildeth any new House, and then pulleth it down again; or if he ploweth up Meadow, whereby the Ground is made worse; or loppeth the Trees, or felleth the Lopping, or if he cutteth down any Fruit-Tree for Fuel, having other Wood sufficient, are Forfeitures.

Permissive, as if he suffereth the Roof of his House to let in the Rain, or the House itself to fall down for Want of necessary Reparations; or if he suffereth his Meadow, for Want of mending his Banks, to be surrounded with Water, so that it becomes Rushy and worth but little, or his Arable Ground so to be surrounded, that it is become unprofitable; these and the like permissive Wastes are Forfeitures.

Forfeitures proceeding from Treasons, Felony, Outlawry, Excommunication, Aliening the Copyhold by Deed, or Copyholder going about in any other Court to intitle any other Lord unto his Copyhold, a Presentment of it in Court is necessary, because by com-

mon Preſumption the Lord cannot of himſelf have Notice of it without Notice be given him.

Livery upon any Conveyance of a Copyhold Eſtate amounts to a Forfeiture; ſo doth a Bargain and Sale of a Copyhold Eſtate.

If the Huſband committeth Waſte in Copyhold Lands, which he hath in Right of his Wife, this is a Forfeiture of the Wife's Copyhold: But if a Stranger committeth Waſte without the Conſent of the Huſband, this is no Forfeiture, though the Wife conſented.

If Huſband and Wife be joint Copyholders of the Purchaſe of the Huſband, during the Covertutre the Huſband is attainted of Felony, and dieth; it is no Forfeiture of any Part of the Copyhold: But if the Purchaſe be made before the Coverture, then it is a Forfeiture of the *Moiety*.

If a Copyholder for Life cuts down Timber-trees, it is a Forfeiture of his Copyhold: But if a Copyholder makes a Leaſe for Years, and the Leſſee cuts down Timber-trees, or commits other Waſtes, the Lord cannot enter upon the Land for a Forfeiture; but in ſuch Caſe the Lord is put to his Action upon the Caſe againſt the wrong Doer.

In ſome Caſes, Forfeitures may be mitigated by Cuſtom; as for Waſte, a Copyholder to be amerced, and not incur a Forfeiture; and ſometimes a forfeited Eſtate is made good again by the Lord's Acceptance of Rent due after the Cauſe of Forfeiture is committed, *&c.*

A Copyholder may take Houſe-Bote, Hedge-Bote, and Plough-Bote, upon his Copyhold Land, of common Right, as a Thing incident to the Grant, if it be not reſtrained by a Cuſtom that the Copyholder ſhall not take it but by Aſſignment of the Lord, or his Bailiff. And if the Lord, where the Tenant hath ſuch Botes, cuts down all the Woods and Underwoods, which are ſtanding and growing upon the Lands, to prevent the Copyholder of his Botes, he may have an Action of Treſpaſs againſt the Lord.

If

If a Copyholder binds himſelf in a Statute, his Copyhold Lands ſhall not be extended upon the ſaid Statute; becauſe, in the Eye of the Law, the Copyholder hath an Eſtate but *ad Voluntatem Domini ſecundum Conſuetudinem Manerii, (at the Will of the Lord according to the Cuſtom of the Manor).* Contrary, where Copyhold Lands fall into the Lord's Hands by Forfeiture, then 'tis annexed to the Freehold, and will be liable to be extended on a Statute entred into by the Lord.

Gilb. Ten. 160, 185. Co. Compl. Cop. 149. Sav. 67. Rol. Abr. 888. Cro. Car. 44. Hardr. 433. O. Benl. 163. 3 Co. 9. 6 Vin. Abr. 169. pl. 4. 3 Read. Stat. Law 123. 2 Inſt. 396. Supplem. to Co. Compl. Copyhold.

If a Judgment be had in Court of Record againſt a Copyholder for Debt and Damages, although the Plaintiff may have Execution by *Fieri facias* againſt his Goods, or a *Capias* againſt his Body, yet he cannot have Execution of the Moiety of his Copyhold Lands by *Elegit*, for that Copyhold Lands are not within that Statute.

Where the King claims a Share in the Forfeiture of the Lands, Copyhold Lands are not within the Words of the Statute; for that in ſuch Caſe, if the Copyholder committeth Felony, the Copyhold is preſently forfeited to the Lord of the Manor.

No Copyholder is liable to forfeit his Copyhold Eſtate for committing Waſte, before he is admitted.

An Ideot or Lunatic, or a Man *non ſanæ Memoriæ*, though they may be able to take a Copyhold, yet they are unable to forfeit a Copyhold, becauſe they want common Senſe and Reaſon.

So an Infant, that is under the Age of Fourteen, is unable to forfeit his Copyhold, becauſe he wanteth Diſcretion. A Feme Covert cannot poſſibly by any Act forfeit a Copyhold Eſtate, unleſs ſhe does what amounts to a Forfeiture by the Conſent of her Huſband. Vide poſtea Tit. *Fines*, Stat. 9 *Geo.* 1. *c.* 29.

An Infant at the Age of Diſcretion may forfeit his Copyhold, not by Offences which proceed from Negligence or Ignorance, but by ſuch as proceed from Contempt.

If an Infant come not in to be admitted according to the Cuſtom at three Proclamations made at three ſeveral Courts, or if he will ſuffer his Houſes to go to

Ruin through Negligence only, it is no Forfeiture; but if he denieth from Time to Time to pay the Lord the Rent, or committeth voluntary Waſte, notwithſtanding often Warning given him by the Lord, theſe Acts proceeding from Malice and Contempt are Forfeitures; and ſo if he committeth Felony or Treaſon.

If a Copyholder taketh a Leaſe for Years of his Copyhold Lands, the Copyhold is determined; and ſo it is if the Lord leaſeth a Copyhold for Years which is eſcheated.

The Lord's Authority conſiſts chiefly in puniſhing Offences and Miſdemeanors committed within his Precincts; as Non-performance of Cuſtoms, Breach of By-Laws, not diſcharging of Duties, and ſuch-like. Authority of the Lord and Steward.

In deciding Controverſies ariſing about the Title of *Copyhold* Lands lying within his Bounds, and when he ſits in Court as Judge to end Debates of this Nature, he is not tied to the ſtrict Form of Common Law, for he is a Chancellor in his Court, and may redreſs Matters in Conſcience upon Bill exhibited, where the Common Law will afford no Remedy in the ſame Kind.

The Lord may make Admittances upon voluntary Grants, Admittances upon Surrenders, Admittances upon Deſcents, in any Place out of the Manor; give Licence to Copyholders to alien by Deed; which the Steward cannot do, but by expreſs Words in his Patent, or by ſpecial Authority given him by the Lord, or by ſome particular Cuſtoms warranting the ſame.

If a falſe Judgment be given in a Court Baron by the Steward againſt a Copyholder, the Copyholder in ſuch Caſe ſhall not have a Writ of Error or Writ of falſe Judgment; but he may ſue in the Court of the Lord by Bill, to be relieved againſt ſuch Judgment; and the Lord, as Chancellor, may give him Relief therein, and ſhall reſtore the Land to the Party upon the falſe Judgment given by the Steward, and Reſtitution made to the Copyholder.

A Manor may be Copyhold, and holden of another Manor by Copy of Court-Roll; and if ſuch a Copyhold Manor be granted, the Grantee and his Heirs may hold a Copyhold Court within his ſaid Manor without a ſpecial Grant of it, for that of common Right a Court Baron, or a Copyhold Court, is incident to every Manor.

In a Court Baron an Action of Debt lieth for the Lord himſelf, becauſe the Suitors are Judges; but in a Court Leet the Lord cannot maintain any Action for himſelf, becauſe his Steward is Judge.

The Lord of a Manor may retain a Steward by Words, and ſuch a Retainer ſhall be good until he be diſcharged, and ſuch a Steward may take a Surrender out of Court.

The Steward, in the Lord's Abſence, ſitteth as Judge in Court, to puniſh Offences, determine Controverſies, redreſs Injuries and the like; but whatever he does is in the Lord's Name, and not in his own.

Tho' a Steward may be retained by Parol, yet to perfect him in his Office, eſpecially to make voluntary Admittances, it is neceſſary to have a Patent.

If a Grant of a Stewardſhip be made to one, and for ſome Fault or Defect in the Grant it is avoidable; yet Courts kept by him before the Avoidance ſhall ſtand in Force, and whatſoever he did as Steward is ever unavoidable.

If a Corporation retain a Steward by Parol, and he keepeth a Court, puniſheth Offences, taketh Surrenders, maketh Admittances; theſe Acts being judicial, ſhall ever ſtand current, tho' his Authority be grounded on a wrong Foundation, for a Corporation cannot inſtitute any ſuch Officer without Writing.

A Deputy Steward may not be appointed by the Head Steward, without he has a Power by expreſs Words in his Patent or Warrant to do it, or has the Lord's Conſent.

But if he has ſuch Power, he may appoint a Deputy, and the Deputy Steward will have as much Power as the Head Steward, and the Head Steward

his as much Power as the Lord, except in Admittances out of Court, as I have ſaid before.

If the Under Steward hold a Court within the Manor, and grants Copies by Court-Roll, without the Authority of the Lord or the High Steward, the Grants are good; but contrary it is if he does it out of Court.

The Steward is Judge of the Court Leet, and alſo Judge of the Matter of Law in the Court Baron, altho' the Jury are Judges of the Matter of Fact.

Cuſtom taketh Beginning and groweth to Perfec- Cuſtom. tion in this Manner: When a reaſonable Act once done is found to be good and beneficial to the People, then do they uſe it often, and by frequent Multiplication of the Act it becomes a Cuſtom; and being continued *without Interruption* Time out of Mind, it ob*taineth the* Force of a Law, to bind ſuch a particular Place, *Perſons* and Things, wherein it is concerned.

A good Cuſtom muſt be grounded on Antiquity, Continuance, Certainty and Reaſon. Antiquity; for that it has been Time out of Mind, or ſixty Years, as limited by Statute; Time out of Mind is where no Man then living hath heard or known any Proof to the contrary. Continuance; Cuſtom ought to have Continuance without Interruption Time out of Memory; for if it be diſcontinued Time within Memory, the Cuſtom is gone. Cuſtom muſt be certain, becauſe an uncertain Thing may not be continued Time out of Memory; and Cuſtom muſt be reaſonable, and not againſt common Right, or purely againſt the Law of the Land, eſpecially the Statute Law; tho' in ſome Caſes a Cuſtom may not be unreaſonable which is contrary to a particular Rule or Maxim of the poſitive Law, as the Cuſtoms of Gavelkind and Borough Engliſh, *&c.*

Cuſtom is the very Soul and Life of Copyhold Eſtates, for without Cuſtom, or if they break their Cuſtoms, they are at the Lord's Will.

An unreaſonable Cuſtom, as for a Lord to exact unreaſonable Fines, for a Tenant to cut down and fell Timber Trees, or the like, is void.

Iſſue of a Copyholder is beyond Sea at the Time of the Death of his Anceſtor: The Cuſtom of the Manor is, That thoſe who claim Copyholds by Deſcent ought to come at the Firſt, Second or Third Proclamation in Court, to take up their Eſtates, or elſe they ſhould be forfeited; after theſe Proclamations paſs'd, the Heir beyond Sea did not return in two Years, but upon Return prayed to be admitted, and profer'd his Lord his Fine in Court; which the Lord refuſed to accept of, and to admit the Heir, but ſeized the Land, as forfeited; It was adjudged in this Caſe, That it was no Cauſe of Forfeiture, becauſe the Heir was beyond Sea at the Time of the Proclamations, and the Lord was at no Prejudice.

Copyholder committing Felony makes a Forfeiture of his Eſtate, tho' he be afterwards acquitted by the Jury; as ſome are of Opinion.

Cuſtom of a Manor was, That every Copyholder at his Death ſhould pay to the Lord his beſt Beaſt for a Heriot. A Feme Sole within the Manor, Tenant for Life, took a Huſband, and died. It was adjudged in this Caſe, That altho' the Cuſtom was good, yet as this Caſe was, no Heriot ſhould be paid, becauſe the Wife had not any Goods or Chattels to pay the ſame.

Cuſtom, that a Copyholder in Fee might name his Succeſſor, and ſo *in perpetuum*, and that ſuch a Copyholder in Fee might fell Timber, adjudged a good Cuſtom.

Under-Tenant, altho' he be but Tenant for a Year, yet he ſhall have all the Benefits and Privileges which the Copyholder himſelf might have, and he is diſtrainable for the Rents and Services due and payable to the Lord; for the Charge lies upon the Land, and not upon the Perſon.

By the Cuſtom, the Lord, as Chancellor in his own Court, may diſpoſe of a Copyhold Eſtate, when the Tenant leaves it uncertain.

A Cuſtom

A Cuſtom which is contrary to the publick Good, or injurious to a Multitude, and beneficial only to ſome particular Perſon, is repugnant to the Law of Reaſon, and conſequently void.

All Cuſtoms ſhall in Conſtruction be taken ſtrictly, and ſhall not extend beyond the Words of it.

A Cuſtom never extendeth to a Thing newly created; but what may be claimed by Preſcription may be good by Cuſtom; and what may have Commencement by Grant may be claimed by Preſcription.

If the Lord of a Manor is ſeized of an ancient Copyhold by Forfeiture, or by Eſcheat, and lets the ſame at Will, without Copy, for divers Years; this is not any Interruption of the cuſtomary Nature of the Land, but that the Lord may grant it again by Copy.

Now I have given you a ſhort Account of every *Thing* relating to Court-Keeping and Copyholds, according to Law and Cuſtom; I ſhall cloſe this Introduction with a very good Cuſtom of a Manor at large, as preſented on Oath by the Tenants, in a Manor wherein I have been concerned as Steward for many Years paſt, which is worth your Obſervation.

The Cuſtoms of a Manor.

Manor of *H.* in the County of *S.* } *The Cuſtoms of the Manor of* H. *ſet down by the Oaths of the Tenants of the ſaid Manor, whoſe Names are underwritten, to their utmoſt Knowledge, at a Court of Survey there holden by* G.L. *Eſq; Lord of the ſaid Manor, the* 16*th Day of* Auguſt *in the Year of our Lord,* &c. *and in the Year of the Reign,* &c.

IN the firſt Place, That the Bounds of the ſaid Manor of *H.* begin at the Lord's Mill, thence as the Water leads to *D.* thence to *L.* thence to the Woods called *P.* thence to *S.* thence to the Foot of *B.* where the two Waters meet; thence up the Hill to *J.* leaving *P.* on the Right Hand; thence to the Eaſt Side of *B.* thence down to *H. Mead*; thence to, *&c.* Or that the ſaid Manor is bounded on the North with the River *L.* dividing it from the Manor of *L.* belonging to *J. H.* Eſq; on the South with the Manor of *K.* belonging to, *&c.* on the Eaſt with Mere-Stones, dividing it from the Manor of *M.* and on the Weſt with Lands of *G. J.* Gent.

Alſo, That all Manner of Royalties within the ſaid Manor in Right belong to the Lord of the ſaid Manor, and to no other Perſon or Perſons whatſoever.

Alſo,

Alſo, That heretofore, within the Memory of Man, in the Town of *H.* was kept one Market Weekly on the *Saturday*, and alſo Yearly two Fairs, *viz.* the one on the Five and twentieth Day of *March*, and the other on the 29th Day of *September*, for all Manner of Wares.

Alſo, That every Freeholder within the ſaid Manor ought to make his Appearance at the Court there holden Yearly; otherwiſe, without lawful Excuſe, to be amerced; and that every cuſtomary Tenant ought alſo to make his perſonal Appearance at the Court Leet and Law-day, as often as they and every of them ſhall be ſummon'd; otherwiſe, without lawful Excuſe, to be amerced; unleſs he be a Seaman, and at the Time thereof at Sea, when he may be lawfully excuſed.

Alſo, That every cuſtomary Tenant of the ſaid Manor ought to grind all his Corn and Grain at the cuſtomary Mill of and belonging to the Lord of the ſaid Manor, ſo as the Miller in the ſame uſe him honeſtly.

Alſo, That all the Tenants Yearly, at the Feaſt of St. *James* the Apoſtle, ought to make clean the Water Regal from the Lord's Mill down along the Watercourſe through *H.* Town to the Demeſne Lands, as the ſaid Water-courſe doth lead, every Tenant againſt his own Ground; if any make Default therein, he is to be amerced.

Alſo, That the Bailiff, Tythingman, Tenant, and whole Homage within the ſaid Manor, upon the Death, Surrender, or Forfeiture of any Tenant within the ſame Manor, ought to view the Decay of his Tenement; and if any be, to preſent the ſame at the next Court.

Alſo, That every Tenant by Copy may have three Lives in his Copy, *viz.* the Man, his Wife, and two others; and if the Huſband departs this Life, the Wife named in the Copy for Term of her Life may marry again, and hold the Tenement during her Life; but if it happen the Wife dies before her Huſband, and the

Huſband marries again, then the ſecond Wife can have but her Widowhood, by the Cuſtom.

Alſo, That if any be taken Tenant in any Tenement within the Lord's Court, by the Steward there appointed in the Abſence of the Lord, by Virtue of the Lord's Warrant or Direction therein, the Party ſo taken Tenant by the ſaid Steward, upon the Direction or Warrant aforeſaid, ſhall quietly enjoy the ſame during his Term ſpecified in his Copy according to the Cuſtom.

Alſo, That any Man once taken Tenant in any Tenement by the Steward of the Court in the Preſence of the Homage, by the Lord's Conſent, and having a Copy, altho' by reaſon of the Abſence of the ſaid Lord the ſame be not ſigned, yet the Tenant having ſuch a Copy, ſhall enjoy the ſame according to the Cuſtom of the Manor.

Alſo, That no Tenant within the ſaid Manor can fell, fell or cut down any Oak or Aſh, ſtanding or growing upon his Tenement, that he holds of the ſaid Manor, without Licence of the Steward or Bailiff, or ſome other Officer aſſigned by the Lord of the ſaid Manor, upon Pain of forfeiting his Tenement for ſuch Offence.

Alſo, That every Tenant within the ſaid Manor may uſe the Elms ſtanding and growing upon his Tenement at any Time without any Denial, provided he beſtows the ſame Elms upon the Reparations of his Tenement.

Alſo, That every cuſtomary Tenant and Cotager within the ſaid Manor may at his Will and Pleaſure take, dig, and cut Turf, Fern, Heath and Furz, upon the Lord's Common, Hills and waſte Grounds within the Precinct of the ſaid Manor, for his Uſe and Commodity, but can ſell none; and for ſuch Sufferance and Licence he ſhall pay Yearly to the Lord's Uſe Sixpence for Fernage.

Alſo, That no Tenant of the ſaid Manor can dwell from his Tenement or Cotage for the Space of one Year and a Day, without the Licence and Conſent of

of the Lord of the Manor firſt obtained, upon Pain of forfeiting his Eſtate.

Alſo, That the Tenants within the ſaid Manor may not ſue one another out of the Court of this Manor, if the ſaid Court can hold Plea of the Action, without Licence from the Lord firſt had and obtain'd. The Manner of the Pleas of the Court are an Action of Debt not above one Pound nineteen Shillings and eleven Pence three Farthings; and an Action upon the Caſe, or of Treſpaſs, in Damages not above the ſame Sum; and if any offend herein, to be preſented and amerced.

Alſo, That all the Tenants within the ſaid Manor do, at the Command of the Lord of the Manor or his Aſſigns, attend to make good and perfect the Bounds and *Boundaries* between him and other Lords *next bordering*.

Alſo, That all the cuſtomary Tenants within the ſaid Manor ought to have ſufficient and neceſſary Fire-Boot, Frith-Boot, and Stakes, every Year twice, *viz.* at the Invention of the Holy Croſs, commonly called *Holy-rood* Day, and at the Feaſt of St. *Michael the Archangel*, by the Delivery of the Officers by the ſaid Lord appointed, doing no Waſte. Every ſuch Tenant, for ſuch Fire-Boot, Frith-Boot, and Stakes, ſhall pay yearly unto the ſaid Lord or his Aſſigns, at the Feaſt of St. *Michael the Archangel*, Sixpence. And if the Bailiff, or other Officers appointed by the Lord, refuſe to deliver the ſaid Fewel, then, in the Preſence of two honeſt Men, they may take it themſelves.

Alſo, That all the cuſtomary Tenants within the ſaid Manor ought to have Common of Paſture for their Cattle and Sheep in *Heath-Hill*, *Weſt-H.* and *H. Moor*; and for ſuch Common of Paſture they muſt drive the Moor of *H.* Yearly, and bring all ſuch Cattle there being from Time to Time, as often as they ſhall be thereunto by the ſaid Lord or his Aſſigns required and warned; and the ſame Drift to deliver to the Farmer of the Capital Meſſuage and Tenement called the *Court-Houſe*.

Alſo,

Alſo, That if any Strayers, Sheep, and other Cattle, ſhall come and happen in the ſaid Manor, and there remain the Space of one Year and a Day without lawful Claim of the Owners, the Tenant, in whoſe Keeping ſuch ſhall be, ſhall pay at the Feaſt of St. *Michael* the Sum of Sixpence for every Sheep, and have the ſame; and for every other Cattle, being in the Cuſtody of them, or any of them, to be and remain to the only Uſe of the Lord, if they prove Strays.

Alſo, That every cuſtomary Tenant may take and make Tillage upon the Lord's Waſtes and Commons, by the Appointment of the Bailiff or other Officer, paying for every Acre ſo tilled to the Lord's Uſe Yearly, at the Feaſt of St. *Michael the Archangel*, Sixpence; and after two Crops had off and from the ſaid Ground, the ſame to be and remain Common again.

Alſo, That every cuſtomary Tenant holding by Copy of Court-Roll or otherwiſe, ought to pay his or her Rents due to the Lord of the Manor, within fifteen Days next after the Feaſt of St. *Michael the Archangel*, and the Annunciation of the Bleſſed Virgin *Mary*, Yearly.

Alſo, That the Bailiff or Tythingman ſhall Yearly, within the ſaid Manor, nominate and chuſe two honeſt and ſufficient Men of the cuſtomary Tenants, to be ſworn by the Steward, without Partiality or Affection, to aſſeſs and deem of all Amerciaments happening at any Court Baron or Law-day, and preſented by the Homage againſt any Perſon or Perſons, either Free Suitors or cuſtomary Tenants, of the ſaid Manor.

Alſo, That at the Death, Surrender, or Forfeiture of any Copyhold Tenant within the ſaid Manor, the Bailiff and Tythingman, with the Homage and Tenants, ſhall take and chuſe the beſt Goods living of the Party ſo deceaſed, as Ox, Horſe, Mare, Cow, Sheep, *&c.* (But if there be no ſuch living Beaſt, then

then to chuſe the beſt dead Goods) for the Lord's Uſe, for and in the Name of an Heriot.

Alſo, That every Copyholder being principal Taker, having in his Copy three or two Lives, may at any Time at his Pleaſure, the Lord of the Manor thereunto conſenting, exchange any one of the ſaid Lives, or all of them, ſo that none of the Reverſions of the ſaid principal Taker at firſt have been chargeable with the Payment of the Fine, or any Part thereof.

Alſo, That the Lord of the ſaid Manor cannot take in and incloſe any Part of the Common, and demiſe the ſame to any Tenant, without the whole Conſent of the Homage.

Sworn before me, on the Day and Year aforeſaid,

W. S. *Steward of the ſaid Manor.*

J. F.
T. H.
G. J.
L. M.
O. F.
A. B.
C. D. } *Sworn.*
E. F.
H. G.
M. A.
F. B.
C. E.
M. L.

The

The Manner of Keeping Courts Leet, Courts Baron, and Courts of Survey, with the Charge to the Juries; and the Forms of Entring those Courts in the Minute-Books, and in the Court-Rolls: With Precedents of great Variety of Presentments, Amerciaments, Estreats, Copies of Court-Roll for Life and in Fee, Grants, Surrenders, Admittances, Copies of Licence, and all other Proceedings of that Nature.

THE first Thing that must be done by the Steward, in order to the Keeping of his Court, is to send his Precept to the Bailiff of the Manor, to summon the Tenants to appear at the Time and Place which he shall fix for the Keeping of the Court. This Notice to the Tenants is usually given by the Bailiff a Fortnight before the Court is kept; but if it be less, it is sufficient; and it is commonly done either in the Church of the Manor or Parish which it is in, on a *Sunday* immediately after the Morning Service, or at the Church Door at the same Time.

The Steward's Precept to the Bailiff to warn the Court.

Manor of B. *in the County of* H. } "THESE are to will and require you to Summon and give Notice to the several and respective Tenants and Persons concerned, to make their Appearances at a Court Leet and Court Baron, to be held for *W. A.* Esq; for his Manor of *B.* at the usual Place, on *Monday* the Twenty-ninth Day of this

" this Inſtant *October*: And for your ſo doing, this " ſhall be your ſufficient Warrant. Given under my " Hand and Seal, the ſixth Day of *October* in the " Year of our Lord 1764 and in the 4th Year of the " Reign of our Sovereign Lord *George* the Third, *&c.*

G. J. Steward there.

To the Bailiff of the ſaid Manor of B. *in the County of* H.

If it be a Hundred Court, leave out Manor, and put in Hundred.

Another Precept to the Bailiff, to warn a Court Baron only.

Manor of B. " THIS is to will and require you to " ſummon all the Tenants of the " ſaid Manor, and all other Perſons that do owe Suit " and Service to the ſaid Court, perſonally to be and " appear at the Court Baron to be holden for the " Manor aforeſaid, at the Place accuſtomed, upon, " *&c.* then and there to do and perform their ſeveral " Suits and Services, according to the Cuſtom of the " ſaid Manor. Given under my Hand and Seal this, " *&c.*

After the Steward hath placed himſelf in the Court, he muſt enter the Title of the Court in the Minute-Book in the following Manner:

Manor of B. " THE Court Leet, with the Court Ba- " ron of *W. A.* Eſq; Lord of the " ſaid Manor, held for the ſaid Manor on the twenty- " ninth Day of *October* in the Year of our Lord " 1764. and in the fourth Year of the Reign of our " Sovereign Lord *George* the Third, by the Grace of " God, of *Great Britain*, *France* and *Ireland* King, " Defender of the Faith, *&c.* before *G. J.* Gent. " Steward there.

If

If a Manor,

A. T. *Bailiff of the Manor, appears.*

And if a Hundred,

S. B. *Bailiff of the Hundred, appears.*

Then cauſe the Bailiff, if a Hundred Court, or Tythingman, if a Manor Court, to make three Proclamations, and to repeat after the Steward the Words following:

If a Hundred Court and Court Baron.

ALL Manner of Perſons, that do owe Suit and Service to this Court Leet and Law-day, now to be holden in and for this Hundred of *A.* or to this Court Baron, of the Right Honourable *J.* Lord *A.* Baron of *W.* now to be holden in and for this Manor of *B.* draw near, and give your Attendance, and anſwer to your Names.

If it be a Court Leet and Court Baron of the Manor only.

ALL Manner of Perſons, that do owe Suit and Service to this Court Leet and Court Baron, of the Honourable *W. A.* Eſq; now to be holden in and for this Manor of *B.* draw near, and give your Attendance, and anſwer to your Names.

Then call the Conſtable or Tythingman, and ſwear him.

Conſtable ſworn.

YOU ſhall inquire, and true Preſentment make, of the ſeveral Offences committed in your Office ſince the laſt Court, as have come to your Knowledge.

So help you God.

If there be more than one Tythingman, as always is in the Hundred Court, ſwear them all in like Manner, and receive from them the common Fine or King's Silver.

Then

Then take from them their Reſient Rolls, or Liſts of their Tythings; call them over, and mark them that anſwer thus; *appears.*

RESIENTS of the Tything of *H.* draw near, and anſwer to your Names, *&c.* Reſients.

After you have call'd over the Reſients of each Tything, call upon the Bailiff, or Tythingman, for the Return of the Hundred Jury; and after Proclamation made, ſay,

YOU good Men, that are return'd to inquire for our Sovereign Lord the King, anſwer to your Names. Jury returned.

Call them over; mark them that appear, *app'.* Call over the Defaulters thrice, and not appearing, fine them 6*s.* 8*d.* each.

Then ſwear the Foreman.

YOU, as Foreman of this Jury, ſhall inquire, and true Preſentment make, of all ſuch Things as ſhall be given you in Charge: The King's Counſel, your own, and your Fellows, you ſhall well and truly keep: You ſhall preſent nothing out of Hatred or Malice, nor ſhall conceal any Thing out of Love, Fear, or Affection; but in all Things you ſhall well and truly preſent, as the ſame ſhall come to your Knowledge. Court Leet Jury ſworn.

So help you God.

Then ſwear the reſt of the Jury by four at a time thus:

THE like Oath that *C. D.* your Foreman hath taken on his Part, you, and each of you, ſhall well and truly obſerve, and keep on your Parts.

So help you God.

In

In the ſecond and third Fours ſay;

THE like Oath that *C. D.* your Foreman, and others your Fellows, have taken on their Parts, you, and each of you, ſhall well and truly obſerve and keep on your Parts.

So help you God.

This Hundred or Court Leet Jury muſt conſiſt of Twelve or more, and may be choſen out of Strangers or others, being within the Juriſdiction of the Court; and if the Steward ſee Cauſe, and that the Jury do not preſent every Thing as they ought, but are partial and remiſs in their Duty, he may impanel another Jury, to find out the Defaults and Concealments of the former, and fine them 20*s.* each.

Tenants call'd over.

Now call over (the Cryer repeating after you) the Liſt of the Tenants, Freeholders, (who are call'd *Free Suitors* of the Court) Leaſeholders and Copyholders, and out of the Copyholders chooſe your Homage.

After Proclamation, ſay;

YOU that are the Lord's Tenants, and are returned to be of the Homage, anſwer to your Names.

Then call them, and let the Bailiff or Tythingman count them: Then call the Foreman of the Homage to the Book, and ſwear him:

Homage ſworn.

YOU, as Foreman of this Homage, with the reſt of your Fellows, ſhall inquire, and true Preſentment make, *&c. (as the Oath of the Foreman of the Court Leet Jury).*

Swear the other Homagers by four at a Time alſo, as the Jury in the Court Leet.

Then

Then after the Proclamation made, ſay;

ALL you that are ſworn, draw near, and hear your Charge. What you, that are ſworn as to this Court Leet, are now by your Oath obliged to inquire upon, I ſhall reduce to theſe two Heads; and they are, either of ſuch Things as are here only inquirable and preſentable; or elſe of ſuch Things as are not only preſentable, but puniſhable alſo in this Court. Charge in the Court Leet.

Of the firſt Sort are the more capital Offences, ſuch as are Petty Treaſons, Felonies by Common Law, Felonies by the Statute Law, together with their Acceſſaries; the which Offences, altho' not puniſhable in this Court, yet are here preſentable; and the Preſentment muſt be certified into ſome ſuperior Court, where the Offenders *are to be* proſecuted and puniſhed *according to Law.*

The Offences, that are both preſentable and puniſhable *in this* Court, are ſuch as theſe:

Firſt, You are to inquire how the Conſtable and Tythingman have diſcharged their Duties in arreſting of Felons, purſuing of Hues and Cries according to Law, and apprehending of Rogues, Vagabonds, and ſturdy Beggars.

And for the ſecuring ſuch idle and diſorderly Perſons, there ought to be a Pair of Stocks kept in good Repair in each Tything; for it is the Tythingman's Priſon, and a Thing very uſeful, as the World now goes.

You are alſo to inquire of Bloodſheds: If any Perſon *within* the Precincts of this Leet hath wilfully or maliciouſly drawn Blood from the Perſon of another, it is here puniſhable.

If any Reſcous hath been made upon any Perſon driving of Cattle to be impounded for a Treſpaſs committed, or any Pound-Breach hath been made, and Cattle illegally taken thence without due Delivery.

Keepers and Maintainers of public Places for Carding, Dicing, Skittle-playing, and ſuch like unlawful Games, together with the Frequenters thereunto, are here puniſhable; ſo are alſo common Barretors, as

Scolds, Brawlers, and Raiſers of Quarrels, Eves-droppers, ſuch as hearken after News, and carry it about with Intent to ſow Diſſention and Diſcord among the Neighbourhood.

There's another Sort of Perſons very miſchievous, and indeed too numerous within this Kingdom, and they are ſuch as have no competent Eſtates to maintain them, nor will they work to get themſelves a Livelihood, but commonly ſpend the Day either in Sleep or Idleneſs, and in the Night they betake themſelves to robbing of Hen-roofts and Fiſh-ponds, and ſuch like Villanies. The Law adjudges ſuch Perſons very dangerous, and ſo ought you, if any ſuch come to your Knowledge.

Whoſoever ſhall take, kill, or deſtroy, any Pheaſants or Partridges in the Night-time, or Hares, by tracing them in the Snow, or Houſe-doves or Pigeons, by Guns, Nets, or otherwiſe, it's here puniſhable.

You are likewiſe to inquire of thoſe that do keep and make uſe of Hounds, Greyhounds and Setting-dogs, whereby to deſtroy the Game, that have not Eſtates which by the Law do qualify them for it.

If any Victuallers have conſpired together to ſell their Victuals but at certain Prices, or have put to Sale any corrupt Victuals not wholeſome for Man's Body.

If any Labourers or Artificers have combined together to work but at certain Rates, or at certain Times, or not to finiſh the Work they have begun, and undertaken to perform.

If any Perſon hath uſed falſe Weights or falſe Meaſures, or double Weights or double Meaſures, that is, a Great to buy by, and a Small to ſell by, in Deceit of the People, it is here alſo puniſhable.

If a Tanner hath put to Sale any Leather before it be ſearched and ſealed according to the Statute, or any inſufficient Leather not being throughly wrought, tanned, and dried.

You are likewiſe to inquire of Offences done and committed by Foreſtallers, Ingroſſers, and Regrators.

A Fore-

A Foreſtaller is one that doth buy, or cauſe to be bought, any Corn, or other Victuals whatſoever, that is carrying to the Fair or Market to be ſold, before it be brought into the Fair or Market.

An Ingroſſer is one that doth buy Corn growing upon the Ground, (otherwiſe than by Demiſe or Grant) or any Butter or Cheeſe, or other Victuals, with Intent to ſell the ſame again for unreaſonable Profit.

A Regrator is one that in open Fair or Market doth buy, and get into his own Hands, Corn, or other dead Victuals, and the ſame doth ſell again in ſome other Fair or Market within four Miles of the ſame Place.

You are to make ſtrict Enquiry of ſuch Cotages as are erected contrary to Law; a Practice too much in Uſe, and *found to be very* miſchievous in moſt Places. *Now the Law is*, That if any Perſon ſhall ſet up a Cotage without laying of four Acres of Land to it, or without the Allowance of the Lord of the Soil and the Juſtices of the Peace in open Seſſions, he doth forfeit ten Pounds for his ſo doing, and forty Shillings a Month for the Continuance of it.

You are alſo to look into your Highways how they are repaired and amended, and whether the ſeveral Perſons therein concerned have done their due Services towards the Repairing of the ſame: And whether the Hedges and Ditches adjoining be kept low, and ſcoured as they ought to be.

If any Foot-path to Church, Mill, or Market, be denied, that hath been an ancient and accuſtomed Way; or if any Houſe, Wall, Hedge or Ditch, be ſet up or made in the Queen's Highway, or any Watercourſe ſtopp'd, or turn'd thereinto; or any Carrion, Dung, or other offenſive Thing, be laid in or near it, or any other Nuſance whatſoever, to the Annoyance of the King's Subjects, it is here puniſhable.

You are to take Notice what Officers ought of courſe to be now diſcharged of their reſpective Offices, and to preſent the Names of other fit Perſons to ſerve in their Places.

And you ſhall inquire of all other Matters by me omitted, that are here in this Court Leet inquirable and preſentable, as fully and effectually as if the ſame had been particularly named to you.

Charge in the Court Baron.

YOU that are the Lord's Tenants, and are ſworn of the Homage, are to inquire of ſuch Things as do relate to the Court Baron of this Manor; and they are either between Lord and Tenant, or between Tenant and Tenant.

And firſt, You ſhall inquire what Advantages have happened to the Lord ſince the laſt Court, either by Eſcheats or Forfeitures.

As if any Freeholder of this Manor hath committed Felony, and thereof hath been lawfully convicted; in ſuch Caſe the King ſhall have Year, Day, and Waſte, and afterwards the Lands will fall to the Lord by Eſcheat.

If a Baſtard, having purchaſed any Land within this Manor, be dead without Iſſue of his Body lawfully begotten; in ſuch Caſe alſo the Lord ſhall have his Land by Eſcheat.

If any Copyholder of this Manor hath committed Felony, and thereof hath been lawfully convicted; it is a Forfeiture of his Copyhold.

If any Copyholder of this Manor hath leaſed out his Copyhold for more than a Year and a Day without the Lord's Licence, it is a Forfeiture of his Copyhold: Or if for a leſſer Term he hath let it out to an Under-tenant, and hath not retained enough thereof in his own Hands, whereby the Lord's Dues may be fairly and juſtly anſwered, he is here to be amerced.

If any Copyholder of this Manor hath ſuffered the Buildings upon his Copyhold to be in Decay, and to fall down for Want of Reparation, or hath committed Waſte in felling down Timber-trees without Aſſignment, or in lopping them at unſeaſonable Times in the Year, whereby they die, or in ploughing up of an ancient Meadow, commonly called *S. Mead*; they are Forfeitures of his Copyhold Eſtate.

If

If any Copyholder within this Manor, having two Copyholds, hath impaired the one to improve the other, it's a Forfeiture of the Copyhold ſo impaired.

You ſhall inquire, whether there be any Rent, Service or Cuſtom withheld from the Lord, what it is, from whom due, and what Lands are chargeable with it.

You are alſo to inquire, whether there be any Freeholder of this Manor dead, or that hath alienated his Eſtate; or any Copyholder dead ſince the laſt Court, or before, and his Death not yet preſented; what hath happened to the Lord upon his Death, and who is the next Tenant.

If any Bound, Stones, or Land-Marks, between this Lordſhip and another, or between Tenant and Tenant, *have been* removed; or if any Incroachment *hath been* made upon the Lord's Waſte, or any of the *Lord's* Lands be unjuſtly withheld from him; or any Treſpaſſes upon the Lord's Royalties, by Fiſhing, Fowling, Hawking or Hunting.

If any Houſes want repairing; Hedges, Gates, Stiles, or Bridges, want mending; or Ditches want ſcouring.

Or if any hath impoveriſhed his Tenement by carrying the Compoſt or Soil there made, or by penning his Sheep upon other Lands, to the Prejudice of his Tenement.

You are likewiſe to inquire, whether the ſeveral Tenants of this Manor be now here to do their Suit of Court, and who have made Default.

You are alſo to take Notice, whether the Orders of the laſt Court, or any other preceding Court, have been duly obſerved or not; and wherein, and by whom, Default hath been made.

And if there be any Thing elſe that concerns the Lord's Intereſt, or any Thing unjuſtly done or omitted betwixt Tenant and Tenant, you have it in Charge to preſent it.

After the Charge is delivered, and Proclamation made, ſay, (the Cryer repeating after you).

Plaints enter'd.

IF any Man can inform this Court, or Inqueſt, of any Treaſons, Felonies, Bloodſheds, or any other Thing now given in Charge, or inquirable at this Leet, let him come into this Court, and he ſhall be heard.

If any comes in, ſwear him:

THE Evidence, that you ſhall give to this Inqueſt, ſhall be the Truth, the whole Truth, and nothing but the Truth.

So help you God.

Then add;

IF any Man will be eſſoined, let him come forth, and he ſhall be received; or if any one will enter any Plaint, let him come into the Court, and he ſhall be heard.

After Proclamation made, adjourn the Court, the Cryer ſaying after you:

Courts adjourned.

ALL manner of Perſons, that have farther to do at this Court Leet or Court Baron, may from hence depart, and make their Appearance here again at Two of the Clock in the Afternoon.

The Steward muſt deliver to the Foreman of each Jury the Preſentments of the preceding Courts, and enter the Names of the Juries, and the Surrenders and Admittances, in his Minute Book, to be ready againſt the Afternoon.

When they are returned, at two of the Clock in the Afternoon, after Proclamation, ſay;

Court call'd at the Time adjourned to.

ALL manner of Perſons, that were adjourned to appear at this Time and Place, draw near, and give your Attendance, and anſwer to your Names.

Call

Call over the Names of the Jury of the Court Leet; then aſk the Foreman for their Preſentment, and aſk them if they be all agreed of their Preſentment, and who ſhall deliver it in for them; (To which they reply, The Foreman:) And if they are contented, it ſhall be amended in Form, ſo as it be not changed in Subſtance; (To which they anſwer, They are;) and the Steward alters it in Form accordingly. Court Leet Jury called, and their Preſentment.

After the Steward has read over the Preſentment, and alter'd it in Form, as aforeſaid, and fixed the Fines, then he ſhall ſwear ſuch new Officers as are choſen. Officers ſworn.

The Oath of the Conſtable.

YOU *ſhall well* and truly ſerve our Sovereign Lord the *King*, and the Lord of this Leet, in the Office of a Conſtable, in and for this Hundred of *B.* until you be thereof diſcharged according to due Courſe of Law. You ſhall well and truly do and execute all Things belonging to your Office, according to the beſt of your Knowledge.

So help you God.

The Tythingmen in like manner for their reſpective Tythings.

The Hayward's Oath.

YOU ſhall well and truly ſerve in the Office of Hayward for the Year enſuing. You ſhall duly execute all ſuch Proceſs as ſhall be directed to you from this Court. You ſhall from Time to Time ſignify and preſent all ſuch Pound-Breaches as ſhall happen to be made during your Continuance in your Office, and in every Thing well and truly behave yourſelf in the ſaid Office.

So help you God.

The Affeerer's Oath.

YOU ſhall well and truly affeer and affirm the ſeveral Amerciaments here made, and now to you remembred. You ſhall ſpare no one out of Love, Fear, or Affection, nor raiſe or inhance any one out of Malice or Hatred, but impartially ſhall do your Duties herein.

So help you God.

This Oath is uſually adminiſtred to two of the ſubſtantialeſt and moſt knowing Tenants of the Manor, who are to judge of the Amercements in the Court Baron, and affeer them if they ſee Cauſe.

Homage call'd and Preſentment.

After the Conſtables and Tythingmen are ſworn, call the Homage, aſk for their Preſentment, and proceed in it, as in the Court Leet.

Then take Surrenders, and make Admittances.

A Surrender in Court of a Copyhold Eſtate.

Surrenders and Admittances taken.

I *A. B.* do ſurrender and yield up into the Hands of *W. A.* Eſq; Lord of this Manor, all that Meſuage and Tenement, with the Appurtenances within this Manor, now in the Tenure of *C. D.* And all my Eſtate, Right, Title, Intereſt, Poſſeſſion, *Reverſion*, Claim, and Demand whatſoever, of, in and to the ſame, to the end the Lord may do therewith his Will; and in Token thereof I deliver up this Virge.

If two, ſay Reverſion.

If this Surrender be from two Purchaſers, one in Poſſeſſion, and the other in Reverſion, they both ſay the Words above after the Steward, with only this Difference: He in Poſſeſſion ſays only *Poſſeſſion*, and leaves out *Reverſion*; and he in Reverſion ſays only *Reverſion*, and omits *Poſſeſſion*: And they both at laſt deliver up to the Steward a Pen, or ſmall Rod, which he puts into their Hands for that Purpoſe.

If three Joint Purchaſers ſurrender, it is done after the ſame Manner.

There's no Occaſion for a ſecond or third Life to ſurrender, if they are not Joint Purchaſers; for in ſuch Caſe the Surrender of the firſt Life, the Purchaſer, is ſufficient for all.

After the Surrender is taken as above, the Steward proceeds to Admittance of the ſame Life, with Additions, on a new Contract.

GEntlemen of the Homage, you are to take Notice, That the Meſuage and Tenement with the Appurtenances now ſurrendred, is again granted to the ſaid *A. B.* as ſole Purchaſer, (or to *A. B.* and *C. D.* as joint Purchaſers;) To hold to him the ſaid *A. B.* (or to them the ſaid *A. B.* and *C. D.*) and *C.* and *D.* his Sons, for the Term of their Lives, and the Life of the longeſt Liver of them ſucceſſively, at the Will of the Lord, according to the Cuſtom of this Manor, by the yearly Rent therefore of ſix Shillings and eight Pence, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services therefore due, and of Right accuſtomed. And for ſuch Eſtate ſo had in the Premiſſes, the ſaid *A. B.* (and *C. D.* if joint Purchaſers) gives to the Lord for a Fine forty Pounds, in Hand paid, or ſecured to be paid, and ſo he is admitted Tenant thereof; and I do hereby give you Seiſin thereof, (delivering him a Pen or Rod) to hold the ſame accordingly.

Admittance of a Copyholder in Court, after the Death of the firſt or ſecond Life.

YOU are admitted Tenant to all that Meſuage and Tenement, with the Appurtenances, within this Manor, whereof *J. K.* lately died poſſeſſed of: And I do hereby give you Seiſin thereof: To hold the ſame

ſame for Term of your Life, (or Widowhood) according to the Cuſtom of this Manor.

Then let him ſwear Fealty, thus:

Oath of Fealty.

YOU ſhall ſwear to become a true Tenant to the Honourable *W. A.* Eſq; Lord of this Manor, for the Eſtate to which you are now admitted Tenant. You ſhall from Time to Time bear, pay, and do all ſuch Rents, Duties, Services and Cuſtoms therefore due, and of Right accuſtomed. You ſhall from Time to Time be ordered and juſtified in all Things at the Lord's Courts, to be holden in and for the ſaid Manor of *B.* as other the Tenants of the ſaid Manor, for their reſpective Eſtates, are, ſhall, or ought to be; and you ſhall in all Things demean yourſelf as a faithful Tenant ought to do.

So help you God.

Then make Proclamation, and diſcharge the Court, the Cryer ſaying after you;

Courts diſcharged.

ALL manner of Perſons, that have appeared this Day at this Court Leet and Court Baron, may hence depart, and keep their Day and Hour again upon a new Summons.

Note, That during the Time of the Court, the Bailiff of the Manor collects the Lord's Rent of the Tenants: And before the Court is diſcharged, if any Tenant's Death be preſented, being a Copyholder of Inheritance, and the Heir comes not in to be admitted, then the Cryer is to make Proclamation, and ſay; "If any one can make "any Title or Claim to the Copyhold Lands and "Tenements holden of this Manor, of which "*C. A.* died ſeiſed, let him come in, and he "ſhall be received, or elſe the ſame will be "ſeiſed by the Lord of the Manor for want of "a Tenant. This is the *firſt*, *ſecond*, or *third* "Proclamation. So

So likewiſe, if the Surrenderee comes not in then, you are to make Proclamation, and ſay; "*A. B.* "come into Court, and be admitted to the Co- "pyhold Lands and Tenements holden of this "Manor, which were ſurrendered to the Uſe of "you and your Heirs, (or otherwiſe as the Sur- "render is) or elſe the ſame will be ſeiſed into "the Hands of the Lord, *&c.*

And if any come in, admit them after the Manner I have already mentioned; but before Admittance they muſt pay the Arrears of Rent, or elſe the ſame is loſt.

Upon the Death of a Freeholder, the next Heir muſt make a Recognition to the following Effect: "I "*A. B.* do acknowledge to hold of the Lord of "this Manor, by Fealty, Suit of Court, and under "the yearly Rent of, *&c.* one Meſſuage, *&c.* which "I claim by Right of Inheritance, as Son and Heir "of *C. B.* my late Father, deceaſed.

And then he muſt ſwear Fealty in the Manner before directed for the Copyholder.

Having led you through the Buſineſs in the Court Leet and Court Baron, I ſuppoſe I need not ſay any Thing more to put you in the Way how to keep either of thoſe Courts ſeparate, ſince the whole Proceedings of both are carried on apart: And for a Court of Survey, that only differs from a Court Baron in this, That beſides the ordinary Buſineſs of the Court Baron, every Tenant is ſummoned to bring into Court his Leaſe, Copy or other Title by which he holds his Eſtate, at which Time it is ſurveyed by the Steward, by taking an Abſtract of it, and the Lives in Being, and their Ages, in his Minute Book, from which he enters it in the Roll. Theſe Courts of Survey are generally held immediately upon the Deſcending of a Manor to a new Lord, or upon a Purchaſe of a Manor,

a Manor, to inform the new Owner of every reſpective Eſtate which he has a Right to as Lord, and the Tenure and Cuſtom by which they are held, and alſo for the Tenants to attorn to him. Of theſe Courts I ſhall ſay more, when I come to enter them in the Court-Roll.

I have a few ſmall ſcattered Precedents of Things relating to *Court-Keeping*, and of Buſineſs done by the Steward at the Time of the holding of his Court; which I here preſent you with before I proceed to the Judgment, or Pains and Penalties inflicted in the Court Leet, and the Entring the Proceedings of the Courts in the Minute-Books, Contract-Books, and Court-Rolls.

A Letter of Attorney to enable a Stranger to ſurrender a Copyhold Eſtate into the Lord's Hands, inſtead of the Tenant; the Tenant being ſick, and not able to attend the Court.

KNOW all Men by theſe Preſents, That I *R. B.* of, *&c.* within the Manor of *B.* in the County of *H.* have made, ordained, and appointed, and by theſe Preſents do make, ordain, and in my Stead and Place put and appoint *G. L.* of, *&c.* (uſually the Bailiff of the Manor) my true and lawful Attorney for me, and in my Name, to appear at the next Court to be holden in and for the ſaid Manor of *B.* on, *&c.* and then and there for me, and in my Name, as aforeſaid, to ſurrender and yield up into the Hands of the Lord of the Manor aforeſaid, one Meſuage or Tenement, *&c.* ſituate, *&c.* and every Part and Parcel thereof, with the Appurtenances. All which ſaid Premiſſes I the ſaid *R. B.* do claim to hold (as ſole Purchaſer) for my own Life, and the Life of *R.* my Son, by Copy of Court-Roll of the ſaid Manor of *B.* bearing Date, *&c.* And all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand what-

whatſoever, as well of me the ſaid *R. B.* as of *R.* my Son, and of each of us, of, in and to the ſame; Ratifying, confirming, and by theſe Preſents allowing all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done, in the Premiſſes, by Virtue of theſe Preſents. In Witneſs, *&c.*

Take the Surrender in Court thus:

Read over the Letter of Attorney in Time of Court, and then let the Attorney ſay, "I *G. L.* by Virtue of "the Letter of Attorney to me made by *R. B.* and "of the Power and Authority to me thereby given, "do, for and in the Name of the ſaid *R. B.* ſurrender and yield up into the Hands of the Honourable "*A. B.* Eſq; Lord of this Manor, All that Meſuage "and Tenement, with the Appurtenances, within "*this Manor*, now in the Poſſeſſion of *S. L.* and all "the Eſtate, Right, Title, Intereſt, Poſſeſſion, Reverſion, Claim, and Demand whatſoever, of the "ſaid *R. B.* and of *R.* his Son, of, in and to the "ſame, to the End the Lord may do therewith his "Will. And in Token thereof I deliver up this "Rod.

A Letter of Attorney to ſurrender Copyholds.

KNOW all Men by theſe Preſents, That I *Simon Spend* of —— in the County of ——, Eſq; a cuſtomary Tenant of the Manor of —— in the County of ——, *Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint, *Samuel Sly* of —— in the ſame County, Gent. and *Francis Fang* of —— in the ſame County, Gentleman, my true and lawful Attorney and Attornies, jointly or ſeverally, for me the ſaid *Simon Spend*, and in my Name and Stead, to ſurrender into the Hands of the Lord or Lords of the ſaid Manor of ——, according to the Cuſtom of the ſame Manor, All that Yard-Land with the Appurtenances, lying

lying and being in —— in the Pariſh of ——, heretofore the Lands of ——, Gent. and afterwards of ——, Gent. held of the ſame Manor, by the yearly Rent of 20*s.* And all that third Part of two Meſſuages, and of two half Yard-Lands, with their Appurtenances; [*Here follow more Parcels*] And alſo all and ſingular other my Copyhold or Cuſtomary Meſſuages, Lands, Tenements and Hereditaments whatſoever, lying or being within or belonging to, or held of the ſame Manor, with their and every of their Appurtenances, and all my Eſtate and Intereſt therein, unto and to the Uſe of Sir *Timothy Tripe*, Knight, and Alderman of the City of *London*, his Heirs and Aſſigns for ever, according to the Cuſtom of the ſame Manor, and for me the ſaid *Simon Spend*, and in my Name, to do and execute all and every Act and Thing, Acts and Things needful and requiſite for the making ſuch Surrender as aforeſaid, and for procuring him the ſaid Sir *Timothy Tripe*, his Heirs or Aſſigns, to be admitted to the ſaid Copyhold Premiſſes accordingly, as fully to all Intents and Purpoſes as if I the ſaid *Simon Spend* were perſonally preſent; hereby ratifying and confirming whatſoever my ſaid Attorney or Attornies ſhall lawfully do, or cauſe to be done, in or about the Premiſſes. *In Witneſs*, &c.

The Surrender.

Manor of — in the County of — BE *it remembred*, That on the tenth Day of *April* in the Year of our Lord 1764. and in the fourth Year of the Reign of our Sovereign Lord King *George* the Third, *Simon Spend* of —— in the County of ——, Eſq; one of the Cuſtomary Tenants of the ſaid Manor, by *Samuel Sly*, Gent. his Attorney, by Virtue of a Letter of Attorney to him made by the ſaid *Simon Spend* for that Purpoſe, bearing Date the ſecond Day of *April* inſtant, did ſurrender into the Hands of the Lord of the ſaid Manor, by the Rod, according to the Cuſtom of the ſame Manor, by the proper Hands and Acceptance of

Francis Fine, Eſq; Lord of the ſaid Manor, All that, *&c.* to the Uſe of Sir *Timothy Tripe*, Knight, *&c.* his Heirs and Aſſigns for ever, according to the Cuſtom of ſaid Manor.

Taken the Day and Year firſt above written by me Francis Fine, *Lord of the ſaid Manor.* *Simon Spend.*

The Admittance of the new Tenant by the Lord out of Court.

Manor of — in the County of — BE *it remembred*, That after the making the Surrender hereunto annexed, that is to ſay, on the fifteenth Day of *April* in the Year of our *Lord* 1764. Sir *Timothy Tripe* in the ſame Surrender named, in his proper Perſon came before me *Francis Fine*, Eſq; Lord of the ſaid Manor, at the Manſion Houſe of the ſaid Sir *Timothy Tripe*, ſituate near ——— aforeſaid, and deſired to be admitted Tenant to all and ſingular the Cuſtomary Meſuages, Lands, Tenements and Hereditaments mentioned and contained in the ſame Surrender, with their and every of their Appurtenances, to whom the Lord of the ſaid Manor, by his own proper Hands, in the Preſence of *Stephen Sharp*, the Lord's Steward for this Turn, did then and there grant Seiſin thereof by the Rod; *To have and to hold* the ſame Meſuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, unto the ſaid Sir *Timothy Tripe*, his Heirs and Aſſigns for ever, of the Lord, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by Fealty, Suit of Court, and the ſeveral yearly Rents and Services therefore due, and of Right accuſtomed. And the ſaid Sir *Timothy Tripe* gave to the Lord for Fines for ſuch his Eſtate, and Entry into the Premiſſes reſpectively, as appears in the Margin; the Fealty was reſpited. And ſo (ſaving to the Lord his Right) the ſaid Sir *Timothy Tripe* was admitted Tenant.

nant to the ſaid Premiſſes in Manner and Form aforeſaid.

Francis Fine, Lord of
In the Preſence of the ſaid Manor.

His Surrender to the Uſe of his Will.

BE *it remembred*, That after the Admiſſion of the ſaid Sir *Timothy Tripe*, as aboveſaid, *viz.* on the ſaid fifteenth Day of *April* in the Year of our Lord 1764. aboveſaid, the ſaid Sir *Timothy Tripe* did ſurrender unto the Hands of the ſaid Lord of the ſaid Manor by the Rod, according to the Cuſtom of the ſaid Manor, by the proper Hands and Acceptance of the ſaid Lord of the ſaid Manor, all and every the Cuſtomary Meſuages, Lands, Meadows, Paſtures, Tenements, and Hereditaments, to which he was admitted, as above mentioned, with their and every of their Appurtenances, and all other his Cuſtomary and Copyhold Meſuages, Lands, Tenements and Hereditaments, which are Parcel of the ſaid Manor, or are held of the ſame Manor, by Copy of Court-Roll, to ſuch Uſes, Intents and Purpoſes, as the ſaid Sir *Timothy Tripe* ſhall in and by his Laſt Will and Teſtament in Writing limit, declare or appoint.

Timothy Tripe.

Taken the Day and Year above written by me *Francis Fine*, Lord of the ſaid Manor.

This Letter of Attorney and Surrender muſt be regiſtred in the Court-Roll.

A Letter of Attorney or Warrant from a Lord to a Steward, to keep Courts.

KNOW *all Men* by theſe Preſents, That I *W. A.* of, *&c.* Eſq; have made, conſtituted, and appointed,

pointed, and by theſe Preſents do make, conſtitute and appoint, *G. J.* of, *&c.* Gent. my Steward of all my Manors, Lordſhips, and Hereditaments, in the Counties of *H.* and *S.* Giving and hereby granting unto him the ſaid *G. J.* and to his ſufficient Deputy or Deputies in that Behalf to be made, and to each and every of them, full Power and Authority to keep and hold my Courts Leet, Views of Frankpledge, Courts Baron, and other Courts, within the Limits aforeſaid: And to do and execute all Things belonging to the Office of a Steward, during my Will and Pleaſure. In Witneſs, *&c.*

A Warrant from a Steward to a Deputy.

WHereas *W. A.* of, *&c.* Eſq; hath lately conſtituted and appointed me *G. J.* his Steward of all his Manors, Lordſhips, and Hereditaments, in the Counties of *H.* and *S.* and given and granted unto me the ſaid *G. J.* and to my ſufficient Deputy and Deputies in that Behalf, and to each and every of them, full Power and Authority to keep and hold all his Courts Leet, Views of Frankpledge, Courts Baron and other Courts within the Limits aforeſaid; I the ſaid *G. J.* have therefore conſtituted and appointed, and by theſe Preſents do conſtitute and appoint, *W. P.* of, *&c.* Gent. my Deputy, to do and execute the ſaid Office in my Stead and Place, in all Things, as effectually as if I myſelf were perſonally preſent at the doing thereof. In Witneſs, *&c.*

Deputation from a Lord of a Manor to a Steward to collect Rents.

KNOW all Men by theſe Preſents, That I *T.* Earl of *S. &c.* have made, ordained, conſtituted and appointed, and by theſe Preſents do make, ordain, conſtitute and appoint, *W. S.* of, *&c.* Gent. my Steward and Agent for me, and in my Name, and

to my Uſe, to aſk, demand, ſue for, recover, and receive, all and ſingular the Rents and Arrearages of Rents, Duties, Heriots, and other the Iſſues and Profits, of and from all my Eſtate at, *&c.* in the County of, *&c.* and in Default of Payment thereof, to enter into all or any of the Premiſſes, and to diſtrain for the ſame; and the ſaid Diſtreſs or Diſtreſſes to diſpoſe of according to Law; and upon Payment of the ſaid Rents and other Sums of Money to him the ſaid *W. S.* by Virtue hereof, to give Diſcharges and Acquittances for the ſame, and act and do all and every other Thing and Things becoming a Steward and Agent, for my beſt Advantage and Benefit: Ratifying and allowing whatſoever the ſaid *W. S.* ſhall lawfully do in the Premiſſes by Virtue of theſe Preſents; rendring unto me a true and juſt Account and Accounts of his Tranſactions therein, when and as often as thereunto called and required. In Witneſs, *&c.*

Deputation from a Lord of a Manor to a Bailiff, to collect Rents, inſpect into the Woods, and keep the Tenants to their Duty, &c.

KNOW all Men by theſe Preſents, That I *T. B.* of, *&c.* Eſq; Lord of the Manor of, *&c.* have made, ordained, deputed, and appointed, and by theſe Preſents do, *&c. T. G.* of, *&c.* Gent. my Bailiff or Agent, for me and in my Name, and to my Uſe, to collect and gather, and to aſk, require, demand, and receive, of and from all and every my Tenants, that have held or enjoyed, or now do or hereafter ſhall hold or enjoy any Meſuages, Lands, or Tenements, from, by, or under me, within my ſaid Manor of, *&c.* all Rents and Arrears of Rent, Heriots, and other Profits, that now are, or hereafter ſhall become payable, due, owing, or belonging to me, within the ſaid Manor; and in Default of Payment thereof, to diſtrain for the ſame from Time to Time, and ſuch

Diſtreſs or Diſtreſſes to impound, detain and keep, until Payment be made of the ſaid Rents and Profits, and the Arrears thereof. And I do alſo farther impower and authorize the ſaid *T. G.* to take care of and inſpect into all and every my Meſuages, Lands, and Woods, within the ſaid Manor, and to take an Account of all Defects, Decays, Waſtes, Spoils, Treſpaſſes, or other Miſdemeanors committed or permitted within my ſaid Manor, or any my Meſuages, Lands, or Woods there; and from Time to Time to ſend and tranſmit to me in Writing a juſt and true Account thereof, whereby to enable me to redreſs, reform, and puniſh all Offenders of that Nature: And farther, to act and do all other Things that to the Office of a Bailiff of the ſaid Manor belongs and appertains. And in Recompence *for his Pains* he is to have and receive yearly *the Sum of, &c.* Provided always, That this my *Deputation* ſhall continue during my Will and Pleaſure, and no longer. In Witneſs, *&c.*

Letter of Attorney to demand Rent, and on Default in Payment, to enter upon the Premiſſes, in order to Ejectment.

KNOW all Men by theſe Preſents, That I *A. B.* of, *&c.* Eſq; have made, ordained, conſtituted, and appointed, and by theſe Preſents do make, ordain, conſtitute and appoint, *G. J.* of, *&c.* Gent. my true and lawful Attorney, for me and in my Name, and to my Uſe, to demand and receive of *C. D.* the Sum of, *&c.* for one Year's Rent due to me at, *&c.* for my Houſe in, *&c.* and on Receipt thereof, to give a ſufficient Diſcharge for the ſame: And in Default of Payment thereof, for me and in my Name to enter into and upon, and take Poſſeſſion of, the ſaid Meſuage and Premiſſes, and to detain and keep ſuch Poſſeſſion for my Uſe. And whatſoever my ſaid Attorney ſhall do in the Premiſſes, I do hereby ratify and confirm. In Witneſs, *&c.*

Deputation or Warrant from a Lord of a Manor to his Game-Keeper.

TO all People to whom theſe Preſents ſhall come, I *W. A.* of, *&c.* Eſq; Lord of the Manor of, *&c.* have made, nominated, and appointed *T. T.* of, *&c.* my lawful Game-keeper of and for my ſaid Manor of, *&c.* to look after, and take Care to preſerve the Game there: And do allow him, in my Name, to hunt, hawk, fiſh and fowl, within my ſaid Manor, and the Demeſnes thereof, and Places thereto belonging, from Time to Time, during my free *Will* and Pleaſure, and to do all other Things belonging to the Office of a Game-keeper, according to the ſeveral Acts of Parliament in that Caſe made and provided. In Witneſs, *&c.*

Note; This Deputation ſhould be entred with the Clerk of the Peace.

A Condition to reſtrain a Man from Fiſhing or Fowling on any Part of a Manor.

WHereas the above-bound *T. L.* hath at ſeveral Times paſt been detected of Fiſhing and Fowling within the Manor and Royalties of the above-named *T.* Lord *A.* without his Licence or Conſent: And whereas upon his Submiſſion to the ſaid Lord *A.* and his Acknowledgment of his ſaid Offences, the ſaid *T.* Lord *A.* hath been pleaſed to forbear any farther Proſecution, upon his becoming bound not to offend in the like Manner for the future: Now the Condition of this Obligation is ſuch, That if the ſaid *T. L.* his Heirs, Executors, or Adminiſtrators, or either of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *T.* Lord *A.* his Heirs or Aſſigns, the full Sum of, *&c.* of lawful Money, *&c.* within ten Days next after that he the ſaid *T. L.* ſhall at any Time

hereafter be found Fiſhing, Fowling, Courſing, or Hunting, or by any other Ways or Means treſpaſſing on any of the Manors, Lordſhips, or Royalties of the ſaid Lord *A.* his Heirs or Aſſigns, within the Counties of, *&c.* or either of them, and Proof thereof made by the Teſtimony of one or more credible Witneſſes; Then, *&c.* or elſe, *&c.*

A Condition for the paying a Sum of Money in lieu of an Heriot compounded for.

THE Condition of this Obligation is for the true Payment of the Sum of four Pounds, of lawful Money of *Great Britain*, unto the above-named *W. A.* his Heirs or Aſſigns, for and in Lieu and Recompence of one Heriot, next happening to be due and payable unto the ſaid *W. A.* his Heirs or Aſſigns, for and in reſpect of a heriotable Tenement within the Manor of *B.* aforeſaid, by him the ſaid *A. B.* now holden for Term of his Life, according to the Cuſtom of the ſaid Manor.

Licence to a Tenant to let his Tenement for Seven Years.

LICENCE is granted unto *A. B.* to let his Meſuage, with the Appurtenances, within this Manor, or any Part thereof, to any fit Under-Tenant or Under-Tenants, for the Term of ſeven Years, commencing from *Lady-Day* now laſt paſt, if he the ſaid *A. B.* ſhall ſo long live; ſo as the Houſes, Hedges, Ditches, and other Incloſures, be from Time to Time well and ſufficiently repaired and amended, and the Rents, Works, Charges, Cuſtoms, and Services therefore due to the Lord, be well and faithfully render'd, paid and performed; otherwiſe this Licence to be void, *&c.*

A Surrender of a Copyhold Eſtate out of Court.

Manor of M. BE it remembred, That on the Day of, *&c.* at *S. A. B.* came before me, and did ſurrender into the Hands of the Lord of the Manor aforeſaid, all that Meſuage, *&c.* within the ſaid Manor, now in the Poſſeſſion of him the ſaid *A. B.* which he claimed to hold for Term of his Life, by Copy of Court-Roll of the Manor aforeſaid, bearing Date, *&c.* and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, as well of him the ſaid *A. B.* as of, *&c.* of, in and to the ſame, together with the Copy to be cancelled, to the End the Lord might do therewith his Will.

C. J. Steward there.

Made and taken in the Preſence of

G. S.
J. H. } Two cuſtomary Tenants.

A Surrender of Copyhold to ſecure Part of a Daughter's Portion. This was before Marriage.

Manor of — in the County of — BE *it remembred,* That on the thirteenth Day of *April* in the Year of our Lord 1764. and in the fourth Year of the Reign of King *George* the Third, *A. A.* of —— in the County of ——, Eſq; one of the Cuſtomary Tenants of the ſaid Manor, did in his own proper Perſon ſurrender unto the Hands of the Lord of the ſaid Manor, by the proper Hands and Acceptance of *D. A.* the Elder, Eſq; Lord of the aforeſaid Manor, All that [*inſert the Parcels*] to the Uſe of *E. E.* of —— in the County of ——, Eſq; his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Manor, ſubject to the Proviſo or Condition herein after contained for making void this Surrender; that is

is to ſay, provided always, and upon Condition nevertheleſs, That in caſe the Marriage intended to be ſhortly had and ſolemnized between the ſaid *E. E.* and *H. A.* Daughter of the ſaid *D. A.* ſhall take effect; then if the Heirs, Executors or Adminiſtrators of the ſaid *A. A.* ſhall and do within three Months next after his Deceaſe well and truly pay, or cauſe to be paid, unto the ſaid *E. E.* his Executors, Adminiſtrators or Aſſigns, the Sum of 2000*l.* of lawful Money of *Great Britain* (being the Reſidue of the Sum of 6000*l.* the Marriage Portion of the ſaid *H.* and being alſo the ſame Sum of 2000*l.* mentioned in a certain Indenture *Quadripartite* of Releaſe and Settlement, bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid *E. E.* of the firſt Part, the ſaid *D. A.* and *H. A.* of the ſecond Part, and the ſaid *A. A.* of the third Part, and *J. A.* Eſq; and *D. A.* the Younger, Eſq; Son and Heir apparent of the ſaid *D. A.* the Elder, Eſq; of the fourth Part, and therein covenanted and agreed to be paid in ſuch Manner, and at ſuch Time as is herein before mentioned); and then and in either of the ſame Caſes this preſent Surrender ſhall ceaſe and be void, or otherwiſe ſhall be and remain in full Force and Effect.

A Surrender of a Leaſehold Eſtate by way of Indorſement.

BY theſe Preſents, I *A. B.* of, *&c.* do ſurrender and yield up into the Hands of the Hon. *W. A.* Eſq; all the Lands, with the Appurtenances, in the Indenture within granted, and all the Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, of me the ſaid *A. B.* my Executors or Adminiſtrators, of, in and to the ſame, by Force and Virtue of the ſaid Indenture, or by any other Ways or Means whatſoever, together with the ſame Indenture to be cancelled. In Witneſs, *&c.*

A Surrender of Part of a Copyhold Eſtate indorſed on the Copy.

BE it remembred, That at a Court held on the ſixth Day of *May* in the Year of our Lord 1764. the within-named *A. B.* and *C. D.* his Son, ſurrendered into the Hands of the Lord one Cloſe of Land, called *B.* containing by Eſtimation four Acres, Parcel of the within granted Premiſſes, which was afterwards granted to *L. P.* by Copy of the Court-Rolls of the Manor within named, at Sixpence Rent, and ſo there remains of the Rent within reſerved One Shilling.

An Exchange of Copyhold Land confirm'd.

AT this Court an Exchange of Land is confirmed between *A. B.* and *C. D.* to wit, the ſaid *A. B.* has exchanged a Cloſe called *B.* Parcel of his Tenement, for a Cloſe called *C.* Parcel of the Tenement of the ſaid *C. D.* within the Manor aforeſaid.

Conſtable not appearing at the Court, order'd to be ſworn in his Office by a Juſtice of Peace.

Hundred of B. AT the Court Leet and View of Frankpledge of our Lord the King, held there on the ſixth Day of *May* in the Year of our Lord 1764. *A. B.* was choſen to the Office of Conſtable of the ſaid Hundred (or to the Office of Tythingman for the Tything of *B.* within the ſaid Hundred) for the Year enſuing; but he came not into Court to take upon him the ſaid Office. It is ordered by the Court, that the ſaid *A. B.* ſhall appear before one of his Majeſty's Juſtices of the Peace, and ſhall take his Oath for executing the ſaid Office for the Year enſuing, within ſix Days now next enſuing, under the Penalty of Five Pounds.

Ex. by *G. J.* Steward there.

Words

Words of Livery and Seiſin uſed on granting of a Freehold Leaſe.

I Do deliver you Poſſeſſion and Seiſin of this Houſe, in the Name of all the reſt contained in this Deed; To hold to you and your Heirs and Aſſigns, with the Remainders over (if any) according to the Form, Effect and true Meaning of this Indenture of Leaſe.

The Indorſement of Delivery of Livery and Seiſin on the Back of the Leaſe.

BE it remembred, That on the Day of *May* full Poſſeſſion and Seiſin was had and taken by *J. G.* one of the Attornies within named, of the Premiſſes within granted, and by him delivered over unto the within named *C. D.* according to the Contents of the within written Indenture, in the Preſence of ——.

The like Indorſement on Sale of Goods.

BE it remembred, That on, *&c.* quiet and peaceable Poſſeſſion and Livery was duly executed of the Goods and Chattels in the Schedule to theſe Preſents annexed mentioned, by the within named *F. G.* by the Delivering unto the ſaid *A. B.* Parcel of the Goods, *(viz.* at, *&c.)* in the ſaid Schedule mentioned, in the Preſence of ——.

Steward's Warrant to the Bailiff to aſſign a Timber-Tree to a Copyholder for Repairs.

Manor of B. A. B. is allowed the Timber-Tree of *J. B.* now ſtanding in *L.* within the Manor aforeſaid, the ſame to be had and taken from and out of the Tenement of *C. D.* by the Conſent of the preſent

The Lord's Conſent.

UPON the Petition of *A. B.* and the Certificate of the Inhabitants of the Pariſh of, *&c.* I do hereby give my Conſent, being the Lord of the Manor of, *&c.* aforeſaid, That the ſaid *A. B.* ſhall and may erect and ſet up a Cotage for his Habitation, in ſome convenient Place on the Waſt within the Pariſh aforeſaid, to be aſſigned him by my Steward; provided that an Order of Seſſions be procured according to Law for Confirmation thereof. Witneſs my Hand and Seal the Day, *&c.*

The Form of a Tenant-Liſt.

10 *July* 1740. A Liſt of the Tenants of the Manor of *B.* in the County of *C.*

Tenants Names.		1739.	1740.
Thomas F. Gent.	*L.*	*app.*	*ſſ.*
William G. Gent.	*L.*	*ſſ.*	*app.*
Henry H. Gent.	*L.*	*app.*	*app.*
Abraham J. Gent.	*C.*	*exc.*	*app.*
Lawrence K.	*C.*	*app.*	*exc.*
Robert L.	*J.*	*app.*	*app.*
Richard M.	*J.*	*ſſ.*	*exc.*
Tobias N. in right of his Wife.	*J.*	*exc.*	*app.*

Note; The Mark *L.* ſignifies Freeholders, which are called Free Suitors of the Court.

The Mark *C.* ſignifies Copyholders.

The Mark *J.* ſignifies Leaſeholders.

The Mark *app.* is for appearing; *ſſ.* for Eſſoin; *exc.* for excuſed by reaſon of Age or Sickneſs.

Every Court you keep, add a Line; and as any of the Tenants die, ſtrike him out, and put in the Name of the ſucceeding Tenant in his Place.

The

The Judgment, or Pains and Penalties to be inflicted on Offenders in the Court Leet, according to Act of Parliament; very neceſſary to inform the Steward how to impoſe Fines when any of thoſe Offences happen to be committed within the Juriſdiction of the Court.

AND firſt you muſt underſtand, That High Treaſons, Petty Treaſons, and Felonies, which are againſt our Sovereign Lord the King, are to be inquired of, and preſented at this Court, but not puniſhable here; the which Offences you muſt ſet down in Writing indented and ſealed, the one Part to remain with the Steward, the other with the Jury; and the ſame muſt be delivered to the Juſtices of the next Aſſizes holden within the County.

But although ſuch Treaſons and Felonies cannot be puniſhed in this Court, yet the Offenders are to be examined by the Steward, and committed to the County-Gaol, and the Examination muſt be certified to the next Gaol-Delivery or Aſſizes, as above.

The Conſtable repreſents the King's Perſon to keep the Peace, and is an Officer at Common Law. In King *Alfred*'s Time it was done by the Sheriffs; but People increaſing, they were forced to divide the Counties into Hundreds, and appoint High Conſtables and Petty Conſtables, for the better looking after and keeping the Peace. They may command any Man to aſſiſt them in purſuing Felons, Riots, Aſſaults, Affrays, *&c.* They are govern'd by the Juſtices of Peace, to whom they are Aſſiſtants.

The Tythingman is an Aſſiſtant to the Conſtable, each Hundred being divided into ſeveral Diſtricts, over which is a Tythingman, to do as well the Buſineſs of a Tythingman, as to keep the Peace.

Hues

Hues and Cries after Thieves and Robbers, if they are not well purſued, the Offender forfeits 5*l.*

If Conſtables or Tythingmen are remiſs in executing their Office upon Vagabonds, Rogues, and ſturdy Beggars, for every Neglect they are to forfeit 20*s.* and every Body which feeds them, or ſuſtains them, forfeits 10*s.* for every Offence.

There are ſix Kinds of Treaſons, *viz.*

1. By compaſſing, or imagining the Death of the King, Queen, or Prince, and declaring the ſame by ſome Overt-Act.

2. By killing the Chancellor, Treaſurer, Juſtices of either Bench, or of Aſſize, Oyer and Terminer, in the Adminiſtration of Juſtice.

3. To violate or carnally know the Queen, the King's eldeſt Daughter unmarried, the Prince's Wife.

4. Levying War, and adhering to the King's Enemies.

5. Counterfeiting the Great Seal, the Privy Seal, or the King's Coin.

6. By bringing Counterfeit Money into *England*, like the King's Coin.

Judgment in High Treaſon is Death, and Forfeiture of all their Lands, Goods and Chattels, Corn growing, and Debts, as they had at the Time of their Attainder and Corruption of Blood.

Petty Treaſon is where a Servant killeth his Maſter, a Wife killeth her Huſband, Eccleſiaſtical Perſons killing their Ordinary. Aiders, Procurers and Abettors, are adjudged to be within this Act.

Judgment in Petit Treaſon is Death, but Loſs of Goods and of Lands during Life only, and no Corruption of Blood, or Forfeiture of Dower.

Felony is an Act executed with a bitter, fierce, malicious and clandeſtine Mind.

Felonies are by Common Law, or by Statute Law; Felonies by Common Law are againſt the Life of a Man,

Man, as Manſlaughter, *Se defendendo*, Murder; againſt the Goods, as Larceny, Robbery; againſt the Habitation, as Burglary, Burning; againſt the publick Juſtice, as Breach of Priſon.

Felonies by Statute, are ſtealing of Goods which by Agreement he is to uſe, or ſhall be let or lent to any Perſon in Lodgings, or other Places of the ſame Nature, &c.

Judgment in Felony is Death, and Loſs of Lands and Goods.

Sacrilege, *viz.* the Taking away of Ornaments feloniouſly out of Churches or Chapels, is Felony, puniſhable with Death, and no Benefit of Clergy.

Feloniouſly Burning of Dwelling-houſes, Barns, or Stacks or Mows of Corn in the Night, is puniſhable with Death, and *Loſs of* Lands and Goods.

Stealing the Goods of another without any Colour of Law, to the Value of 12*d.* is Larceny, and not puniſhed by Death, but Loſs of Goods.

But if any one approach the Perſon of another in the Highway, and robbeth him of his Goods, if it be but to the Value of 1*d.* it is Felony, and puniſhable with Death.

In High Treaſon, the Procurers before the Fact, or the Receivers of a Traitor afterwards knowing him to be ſo, are Principals. In all other Felonies, and in forcible Entries, Riots, and all Treſpaſſes, the Aiders, Conſenters or Abettors, if they are preſent at the Time when the Fact is committed, tho' it is perſonal, and done but by one, yet theſe are all Principals; but if not preſent, then they are Acceſſaries before the Fact; ſo likewiſe if they be in the ſame Houſe, and not in View of the Felony.

The Preſence or Abſence of the Party makes the Difference between the principal Offender, and the Acceſſary before the Fact; for if he is preſent, then he is Principal, if he incourage, adviſe, or abet; but if abſent when the Thing is done, then he is Acceſſary before the Fact.

Acceſſaries

Acceſſaries in Felony are ſuch as follow, *viz.* Thoſe who command, conceal, allow and conſent; who ſee, and could prevent it; who help, and are in the Force; who are Partners in the Gain; who knew thereof, and did not interrupt or hinder it by forbidding, or thoſe who knowingly receive ſuch Offenders.

Procurers and Abettors in ſtealing of a Woman, or taking her againſt her Will, and thoſe who receive her knowing her to be ſtolen, are all Principal Felons.

If a Man adviſe another to rob a Perſon in the Highway, and inſtead thereof he kills him; in ſuch Caſe the Adviſer is Acceſſary to the Murder, becauſe his Advice was to purſue an ill Act, and therefore he is guilty of the ill Conſequences of it.

If any Perſons receive, relieve, or aſſiſt Felons, knowing they have committed Felony, they are Acceſſaries after the Fact.

Acceſſary of an Acceſſary, is he that wittingly receives an Acceſſary to a Felony, Huſband and Wife excepted.

The Acquittal of the Principal is the Diſcharge of the Acceſſary.

Bloodſhed, *viz.* Murder, is a wilful and felonious Killing another upon prepenſed Malice, whether ſecretly or openly. Prepenſed Malice is either Expreſs, or Implied; Expreſs when it may be evidently proved that there was Ill-will; Implied, when one killeth another ſuddenly, having nothing to defend himſelf; as going over a Stile, *&c.*

A Maid Servant and a Stranger conſpired together to rob the Miſtreſs, and in the Night-Time the Servant let the other into the Houſe, and lighted him to her Miſtreſs's Bed, where he killed her, the Servant not aſſiſting or ſaying any Thing. This is Murder in the Stranger, and Petit Treaſon in the Servant.

If a Wife and her Servant conſpire to kill the Huſband, and appoint both Time and Place, and the Servant alone, in the Abſence of the Wife, killeth him; this is Petit Treaſon in both.

Man-

Manſlaughter is the unlawful Killing a Man without prepenſed Malice; as when two, that formerly meant no Harm one to another, meet together, and upon ſome ſudden Occaſion falling out, the one killeth the other. It differeth from Murder, becauſe it is done without foregoing Malice. Benefit of Clergy is admitted for the firſt Offence.

Mayhem ſignifies a Corporal Hurt, by which a Man loſeth the Uſe of any Member that is or might be any Defence unto him in the Time of Battle. It is Felony.

Stocks and Pound, if not kept in Repair in each Tything, the Tything may be fined 5*l.*

Reſcous is a Reſiſtance againſt a lawful Authority, and by Violence taking away a Priſoner, or procuring his Eſcape. If the Perſon reſcued hath committed Felony, and was arreſted for it, then reſcuing of him is Felony.

So if a Man diſtrains Beaſts for Damage-feaſant, (*i. e.* for breaking out of another Man's Grounds into his) and as he drives them in the Highway towards the Pound, they enter into the Owner's Houſe or Lands, and he withholds them there, and will not deliver them on Demand, this Detainer is a Reſcous.

If a Diſtreſs be put in the open Pound, and they die, it is at the Loſs of the Owner; but if in another Place otherwiſe.

If an Inn-keeper keep an Inn without Licence, he forfeits 20*s.* If a Feme Covert keeps an Alehouſe without Licence, her Huſband may be puniſhed.

If an Inn-keeper or Alehouſe-keeper ſuffer Townſmen to ſit tippling in his Houſe, he forfeits 10*s.* to the Poor, and the Townſmen 3*s.* 4*d.* each.

A Barretor is a common Mover and Stirrer up, or Maintainer of Suits, Controverſies or Quarrels, in the Courts either at *Weſtminſter* or in the Country; in diſturbing the Peace, detaining Poſſeſſion of Houſes in Controverſy, not only by Force, but Subtilty. This is an Offence at Common Law, for which a Man may be indicted at the Quarter-Seſſions.

Eves-droppers are fined at the Diſcretion of the Jury.

Where Fiſh is unlawfully taken without the Conſent of the Owner, the Offender muſt pay treble the Damage or Value, and 10*s.* to the Poor, and give Security not exceeding 10*l.* never to offend in the like Nature any more.

If any Victualler, Inn-keeper, Higler, Petty Chapman, or Carrier, ſhall have in his Poſſeſſion, Hare, Pheaſant, Partridge, Heath-Game or Grouſe, and the ſame proved by two Witneſſes, (unleſs ſuch Game be ſent by Perſons qualified to kill Game) ſuch Victualler, &c. forfeits 5*l.* one Half to the Informer, and the other Half to the Poor of the Pariſh where the Offence is committed, or be ſent to the Houſe of Correction for three Months.

If any Man be guilty of the Fact, and informs of others, he has the ſame Privilege as other Informers have.

No Perſon ſhall make uſe of Hounds, Greyhounds, or Setting-Dogs, whereby to deſtroy the Game, unleſs he hath an Eſtate to qualify him for ſo doing, under the Penalty of 5*l.* to be diſtributed as above.

If any Game-keeper ſhall kill Game, under Pretence for the Uſe of the Lord of the Manor his Maſter, and the ſame ſhall ſell to Chapmen or other Perſons; he is to ſuffer three Months Impriſonment at the Houſe of Correction.

Victuallers ſhall ſell their Victuals at reaſonable Prices, or otherwiſe to forfeit double the Value thereof.

Victuallers conſpiring together to ſell their Victuals but at certain Rates or Prices, forfeit for the firſt Offence 10*l.* to the King, the ſecond Offence 20*l.* and for the third Offence 40*l.* and if not paid, to ſtand in the Pillory, and loſe one of their Ears.

Labourers and Artificers conſpiring together to work but at certain Rates, are under the ſame Penalty as Victuallers.

Double Weights or Meaſures: If any Perſon make uſe of ſuch, he ſhall forfeit double the Quantity of Grain or Thing ſold, and ſuffer one Year's Impriſonment, and be ranſom'd at the Will of the King. And

the like if he buy or ſell with Weights or Meaſures not ſeal'd and ſtamp'd according to the Statute.

If a Tanner put to Sale Leather before it is ſealed and ſearched according to the Statute, he forfeits 6*s.* 8*d.* a Hide, and for a Dozen of Sheep Skins 3*s.* 4*d.* beſides the Hides and Skins, or Value thereof, and if not ſufficiently tann'd and dry'd, he forfeits the whole.

Foreſtallers, Ingroſſers, and Regrators, for the firſt Offence forfeit the Goods ſo bought, and muſt be committed for two Months without Bail; for the ſecond Offence double the Value of Goods, and muſt be committed for ſix Months; and for the third Offence loſe all their Goods, muſt ſtand in the Pillory, and be committed during the King's Pleaſure. The Proſecution muſt be within two Years after the Offence is committed. One Moiety of the forfeited Goods goes to the King, and the other to the Proſecutor. Fiſhmongers and Butchers are not within this Law, if they buy only Things belonging to their reſpective Trades.

Where Cotages are erected contrary to Law, the Offenders are liable to the Forfeitures mentioned in the Charge.

If Highways be not repaired as they ought, the Steward may amerce the Perſons concerned as he pleaſes, with the Conſent of the Jury. Every Perſon not ſcouring his Ditches as he ought, and keeping his Hedges and Trees according to the Statute, ſhall forfeit for every ſuch Default 10*s.*

If a Man hath eight Plow-Lands, tho' they are all Paſture, yet he ought to find eight Teams for ſix Days; and if the Lands lie in ſeveral Pariſhes, he allows only to the Pariſh where he reſides, or the greateſt Part of his Eſtate lies.

Note; A Plow-Land is about 50*l.* a Year.

Surveyors of the Highways may dig Gravel, *&c.* upon any Body's Ground, as lies moſt convenient to the Highway, to repair the ſame, ſo as he pays the Owner of ſuch Ground the Damage thereby ſuſtained within a Month.

Labourers refuſing to work at the Highways, being by the Surveyors required, forfeit double the Value, or what the Juſtices ſhall think fit.

If any Perſon ſets up a Houſe, Hedge, or Shed, or lays Timber or Stones in the Highway, and thereby making the ſame leſs than twenty Foot wide, he forfeits 5*l.*

For every common Nuſance, as laying Carrion, Dung, or other offenſive Things in the Highways, *&c.* the Offender forfeits 20*s.*

A Surveyor neglecting to view the Ways, and to give an Account thereof to the Juſtices when required forfeits 5*l.*

If any Perſon ſhall refuſe to ſerve the Office of Surveyor, having no lawful Excuſe for his ſo doing, and being nominated, he muſt likewiſe forfeit 5*l.*

All Surveyors of the Highways are to give public Notice in Church the *Sunday* after *Eaſter* Yearly; and every Man having a Team or Plow-Land, either Arable or Paſture, is obliged to ſend two able Men with the Team and Tools, to work four Days between *Eaſter* and *Midſummer*, eight Hours in each of the ſaid Days, under the Penalty of 10*s.* for each Day.

Every Cotager is obliged to work himſelf, or find a Labourer in his Stead, under the Penalty of 1*s.* each Day.

All Forfeitures of this Nature are to be imploy'd towards mending the Ways.

A great many of theſe Offences, relating to the Court Leet, are puniſhed by the Judges at the Aſſizes, or by the Juſtices of Peace at their General Quarter-Seſſions and Petty Seſſions, which are held very often, and the Court Leet but ſeldom.

And as for the Offences committed relating to the Court Baron, they are puniſhed by the Steward and Jury, and the Penalty or Amerciament is uſually at leaſt double the Value of the Thing preſented, or the Prejudice thereby ſuſtained.

The Minute-Book for the Hundred Court Leet and Court Baron, held together.

Hundred of *L.* and Manor of *A.* } *The Court of View of Frankpledge with the Court Baron of* Wm. B. *Eſq; held there on the 29th Day of* September *in the Year of our Lord* 1764. *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* G. J. *Gent. Steward there.*

Bailiff of the Hundred —— *A. B.* app.
Bailiff of the Manor —— *C. D.* app.
Conſtable —— —— —— *E. F.* { Came to execute his Office, and was ſworn.

	l.	*s.*	*d.*	
Eaſt M. —	0	7	0	{ *G. H.* Tythingman there came and was ſworn.
Weſt M. —	0	6	2	{ *J. K.* Tythingman there came and was ſworn.

	l.	*s.*	*d.*	
N. ———	0	5	1	*L. M.* Tythingman there came and was ſworn.
A. ———	0	4	9	*N. O.* Tythingman there came and was ſworn.

Jurors for our Lord the King.

Robert S.
Edmund B.
Francis F.
Robert D.
Thomas H.
George A.
John P.
Chriſtopher M.
William C.
George W.
John L.
John P.
Thomas F.
} Sworn.

Homage.

Alexander B.
Thomas C.
Abraham D.
William E.
Edward F.
John G.
Thomas H.
George J.
William K.
Francis L.
Robert M.
Thomas N.
Edward O.
} Sworn.

Affeerors { *Thomas R.* / *William T.* } Sworn.

A Surrender. p. *Chriſtopher M.* h. *John* his Son. } SUrrender of one Meſuage, and one Yard-Land, with the Appurtenances, lying in *H.* within the ſaid Manor, now in the Tenure of the ſaid *Chriſtopher M.*

Admittance upon Retaking. p. the ſaid *John M.* p. *Elizabeth* his Wife. p. the ſaid *Chriſtopher M.* } ADmittance to the ſaid Premiſſes at the yearly Rent of 16*s.* and an Heriot when it ſhall happen, and for a Fine, 35*l.* Admitted and ſworn.

p. *Richard*

p. *Richard* H.
h. *Eliz.* } his
h. *Mary,* } Dautrs.

ADmittance to one ſmall Dwelling-Houſe, with a Garden adjoining, containing by Eſtimation ſix Perches, late in the Tenure of *W. U.* and Part of the cuſtomary Tenement of the ſaid *W.* and by him the ſaid *W.* with the ſaid Tenement lately ſurrendered, at the yearly Rent of 6*d.* and for a Fine, —— — 3*l.*
Admitted and ſworn.

Admittance on a new taking.

Edward B.

ADmittance to one Cotage, with the Appurtenances, within the ſaid Manor, late in the Tenure of *W. F.* dec:
Admitted and ſworn.

2d or 3d Life admitted.

h. *Francis S.*

SUrrender of the Reverſion of a Meſſuage, with the Appurtenances, within the ſaid Manor, now in the Tenure of *J. W.* Widow, for Term of her Widowhood.

Surrender.

p. *Charles W.*

ADmittance to the ſaid Premiſſes at the yearly Rent of 13*s.* and one Heriot, when it ſhall happen, at 3*l.* by Compoſition, and for a Fine — 30*l.*

Admittance.

p. *John K.* for Life of *John K.* his Son,

ADmittance to the Reverſion of one Cloſe of Paſture, called *S.* after the Death of *D.* and *J. F.* at the yearly Rent, when it ſhall fall, of 10*s.* 3*d.* and one Heriot of the beſt, &c. for a Fine — 6*l.*

Admittance to a Reverſion.

2d Life admitted in Right of his Wife. *John H.*

} ADmittance in Right of his Wife to one Tenement, with the Appurtenances, within the ſaid Manor, late in the Tenure of *J. B.* deceaſed.

Surrender. p. *John A.* p. *Charles W.*

} SUrrender of one Cloſe of Meadow, call'd *L.* containing one Acre, and one Cloſe of Arable Land called *O.* containing four Acres, within the ſaid Manor.

Admittance thereto, and to other Lands added. p. *John A.* p. *Andr.* } his h. *John,* } Sons.

} ADmittance to the ſaid Premiſſes; as alſo to one Dwelling-Houſe, with the Garden and Orchard adjoining, containing by Eſtimation one Acre and five Roods, and one Cloſe, called *O.* containing one Acre. Alſo to two other Cloſes, called *P.* and *J.* Alſo to Parcel of a Meadow, containing ten Roods, lately incloſed out of a Cloſe called *A.* within the ſaid Manor, and late in the Tenure of *A. A.* Father of the ſaid *J.* and lately ſurrendered by the ſaid *A.* at the Yearly Rent of 7 *s.* 8 *d.* and for a Heriot, when it ſhall happen, 30 *s.* and for a Fine —— —— 16 *l.*

p. *Thomas*

p. *Thomas K.* for the Lives of
h. *John* his Son,
h. *John* Son of the said *John*,
h. *Thomas*, Son of *Thomas K.* of
&

ADmittance to one Tenement and five Acres of Land, together with Common of Pasture for forty Sheep and two Cows in *H.* Wood; and also to one Lime-kiln, with the Appurtenances, within the said Manor, late in the Tenure of *John B.* deceased, at the yearly Rent of 8*s.* 5*d.* and for a Heriot, when it shall happen, 35*s.* or of the best, *&c.* and for a Fine 156*l.* Admittance on new taking.

When these Proceedings are entred at large in the Court-Roll, and the Copies are made out, draw a Line at the Bottom, and put the Words underneath:

Inrolled, and Copies made,

Note; p. Stands for Purchaser; and if there be two or more with the Letter p. before them, they are joint Purchasers; and in some Manors every Man-Purchaser hath the Benefit of a Widow-hood.

h. Signifies a Life put in by the Purchaser, as the second or third, which may be exchanged at the Purchaser's Pleasure; but no Purchaser's Life, if it be second or third Life, may be alter'd or exchanged without his Consent, which is the Advantage a Purchaser has beyond another.

Entry

Entry in the Minute-Book of the Court Leet and Court Baron, extending only to a Manor, and not to a Hundred.

Manor of *B.* } *The Court of View of Frankpledge, with the Court Baron of the Right Honourable* Thomas *Lord* A. *Baron of* W. *held for the said Manor, at on the Twenty-fourth Day of* October *in the Year of our Lord* 1764. *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith, &c. Before* G. J. *Gent. Steward there.*

Bailiff of the Manor, — *Tho. K.* app.
Tythingman, —— —— *A. R.* Tythingman there came and was sworn.

Jurors for our Lord the King. Homage.

The Juries, and Surrenders and Admittances, to follow exactly after the same Manner as in the Hundred Court, and Court Baron.

Court

Court Baron only.

Manor of S. } THE Court Baron (or Manor Court of *William A.* Esq; held there on the third Day of *May* in the Year of our Lord 1764.

William B.
Edward B. } Sworn.
James C.

p. *Robert* H.
p. *Rob.* his Son,
p. *Mary* his Da. } ADmittance to one Messuage or Tenement with the Appurtenances, late in the Tenure of *A. B.* deceased, at the yearly Rent of 3*s.* and for a Fine ——— 20*l.*

Admitted and sworn.

Here follow Surrenders and Admittances, as before.

The Contract Book.

Manor of B. } At a Court Baron there held for *W. A.* Esq; the Twenty-fourth of *October* 1764.

Fines received for Purchases, contracted for at the last Court.

	l.	*s.*	*d.*
Received of *D. R.* in full of his Fine	50	00	00
Received of *C. D.* in full of his Fine	40	00	00
Received of *E. F.* in full of his Fine	70	00	00
Received of *G. H.* in full of her Fine	30	00	00
Total	190	00	00

Contracts

Contracts made.

A. B. CContracted with *A. B.* in Conſideration of a Surrender already made by *T. B.* of all the Eſtate which he claimed to hold for his own Life, of and in three Cloſes of Arable Land, Parcel of his Cuſtomary Tenement, there to grant the ſame for three Lives, to be nominated by the ſaid *A. B.* at the next Court to be holden for the ſaid Manor of *B.* (whereof the firſt of them to be made ſole Purchaſer) at the Rent of 6*s.* 8*d.* one Heriot, and for the Fine of ſixty-five Pounds.

A. B.

This Contract being entred into the Book, the Purchaſer ſigns it, as above, and the Steward gives him a Copy of it ſigned by him, with the Addition of the Manor, and Time of the Court held.

Contract to turn a Widowhood into Life by Leaſe, exchange a ſecond Life, and add a third.

C. D. THEN contracted and agreed with *C. D.* of, *&c.* That in Conſideration of the Surrender of a Copy of Court-Roll, bearing Date, *&c.* whereby ſhe holds a Meſuage or Tenement, and thirteen Acres of Land called *W.* lying and being within the Manor aforeſaid, for her Widowhood, and during the Life of *S. D.* And alſo for and in Conſideration of the Sum of ſixty Pounds of lawful Money of *Great Britain*, to be paid as follows, *viz.* Thirty Pounds, Part thereof on the five and twentieth Day of *March* next enſuing the Date hereof; and thirty Pounds more, the remaining Part thereof, on the nine and twentieth Day of *September* then next following; ſhall have a Leaſe of the Meſuage or Tenement, and thirteen Acres of Land aforeſaid, with all and ſingular its Appurtenances: To hold to the ſaid *C. D.* for 99 Years, if ſhe the ſaid

C. D.

C. D. aged about thirty Years, *J. D.* her Daughter, aged about ſeven Years, and *D. E.* of, *&c.* aged about twenty Years, ſhall ſo long live, under the yearly Rent of ten Shillings, Heriot beſt Beaſt or Goods, or three Pounds in Lieu thereof, at the Lord's Election.

The ſaid *C. D.* to have Liberty to exchange either of the Lives *gratis*, provided it be done within the Space of two Years, and that all the Lives be then living, and in perfect Health. *C. D.*

A ſhort Contract for three Lives in a Copy-hold Tenement.

THEN contracted with *E. F.* of, *&c.* Gent. in Conſideration of the Sum of, *&c.* to grant to him a Copy of the Meſuage or Tenement, with its Appurtenances, called *S.* late in the Poſſeſſion of *G. L.* deceaſed; To hold to him the ſaid *E. F.* for and during the Lives of *J. F.* Son of the ſaid *E. F.* *J. F.* Son of *A. F.* and *J. F.* Son of *J. F.* of, *&c.* Lord's Rent 8*s.* 3*d.* Heriot 2*l.* 10*s.* *E. F.* *E. F.*

THEN contracted and agreed with *G. H.* of, *&c.* to grant to her a Leaſe in Reverſion of a Meſuage and Tenement, containing thirteen Acres and one Yard of Land, Meadow and Paſture, lying in *S.* within the Manor aforeſaid; To hold to her the ſaid *G. H.* immediately after the Death, Surrender or Forfeiture of *H. H.* for 99 Years, if the ſaid *G. H.* aged about, *&c.* and *J. H.* her Son, aged about, *&c.* ſhall ſo long live; Lord's Rent 13*s.* 7*d.* a Year, Heriot beſt Good, for the Fine 62*l.* to be paid on Delivery of the Leaſe. *G. H.*

Provided, and this Contract is upon Condition, That the ſaid *H. H.* *G. H.* and *J. H.* be living at the Time of the paying the Fine of 62*l.* and Delivery of the Leaſe, and not otherwiſe.

G. H.

THEN

J. K. L. M. THEN contracted and agreed with *J. K.* of, *&c.* and *L. M.* of, *&c.* his Son, That in Conſideration of the Sum of, *&c.* to be by them the ſaid *J. K.* and *L. M.* immediately paid down, they the ſaid *J. K.* and *L. M.* ſhall have a Copy in Reverſion of a Tenement, with the Appurtenances, lying in the Manor aforeſaid, now in the Poſſeſſion of *E. L.* To hold the ſaid Tenement, *&c.* to them the ſaid *J. K.* and *L. M.* immediately after the Death, Surrender, or Forfeiture of the ſaid *E. L.* for Term of their Lives ſucceſſively, under the yearly Rent of, *&c.* Heriot, *&c.*

J. K.
L. M.

L. M. THEN contracted with *L. M.* of, *&c.* to grant to him the Life of *J. M.* his Son, in Reverſion of *D.* and *J. F.* of and in a Copyhold Ground, call'd *S.* containing three Acres, lying within the Manor aforeſaid; Lord's Rent 10*s.* 3*d.* a Year, Heriot beſt Beaſt, for the Fine 10*l.*

When theſe Contracts are entred fair in the Book or Regiſter, put underneath *Inrolled*, and draw a Line to ſeparate the Proceedings of each Court.

Inrolled.

When you enter the Contracts in the Regiſter, begin them as follow: "It was then contracted and "agreed by and between *G. J.* Gent. (on the Part "and Behalf of *W. A.* Eſq;) and *J. S.* of, *&c.* Yeo-"man, That for and in Conſideration of the Sum of, "*&c.*" And ſo go on according to the foregoing Precedents.

Rate of Purchaſes. THE uſual Demands for Purchaſes are, For Three Lives by Copy, fourteen Years Purchaſe; Eight

Eight for the firſt Life, Four for the ſecond, and two for the third; or Seven, Five, and Two.

Freehold Leaſe for three Lives the ſame; Chattel Leaſe for three Lives, thirteen Years Purchaſe.

Exchange of a Life, One Year's Purchaſe, unleſs there be only one on the Eſtate, and then Two Years Purchaſe; Turning a Widowhood into Life, Two Year's Purchaſe; a Widowhood One Year's Purchaſe; for Exchange of a Woman's Life for a Man's Two Year's Purchaſe; Reſpect to be had always to Ages and Sex, and alſo Conſtitutions of Health.

Upon Renewal of Copies in caſe Men are put in, then Seven Years Purchaſe for two Lives in Reverſion of One.

But theſe Demands for Alterations are upon Condition the Lives exchanged are well in Health; for if not, you muſt enlarge your Demands, as you ſee Cauſe.

An Eſtate or Manor ſtated out on Lives, the Fee thereof will yield, if to be ſold, as follows, *viz.* Nine, Seven, and Five Year's Purchaſe, after One, Two, and Three Lives by Copy; and Ten, Eight, and Six Years Purchaſe, after One, Two and Three Lives by Leaſe; and Twenty Year's Purchaſe for the Lord's Rent, and Demeſnes or Lands in Hand.

Fees of the Steward.

FOR Drawing and Ingroſſing a Pair of Leaſes, in ſome Manors 32*s.* in others 1*l.* 1*s.* 6*d.* and in others but 15*s.*

For a Copy and Admittance, in ſome Manors 20*s.* in others 15*s.* and in others but 6*s.* 8*d.*

For Admittance after the Death of a Life, 4*s.* 6*d.* whereof 2*s.* goes to the Bailiff, and 6*d.* to the Cryer.

Contract

Contract Fee is uſually 2*s.* out of every 10*l.* of the Purchaſe Money, if it be above 50*l.* but if it be under, unleſs it be very inconſiderable, the general Fee is 12*s.*

For entring the Contract, 1*s.*

For a Copy of Licence, 10*s.*

Aſſignment of Timber-Trees, 1*s.* beſides for every Tree more 6*d.* and 4*d.* to the Bailiff.

If the Steward goes and holds a Court on purpoſe to grant an Eſtate, his Fee is a Guinea, beſides his uſual Fees, if it takes up but one Day for the Steward to go and return again; but if it takes up more Time, his Fee muſt be increaſed proportionably.

The Court-Roll.

A Court Leet and Court Baron of a Manor.

Manor of *A.* } *The Court of the View of Frank-pledge, with the Court Baron of* William A. *Eſq; Lord of the ſaid Manor, held for the ſaid Manor on the firſt of* October *in the Year of our Lord* 1764, *and in the fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *before* G. J. *Gent. Steward there.*

Eſſoins. —— This Day Eſſoins, as appear afterwards.

Jury in Aſſize.— At this Day no Jury in Aſſize.

Tithingman there. *John S.* Tithingman, came there and was ſworn to preſent.

Tithingman choſen there. } *W. S.* is choſen into the Office of Tithingman there, for the Year enſuing, and took his Oath for the due Execution of the ſaid Office.

Jurors for our Lord the King.

Henry W.	} Sworn.	*John B.*	} Sworn.
William R.		*Thomas T.*	
John R.		*Roger H.*	
John L.		*John E.*	
John T.		*Thomas W.*	
Robert M.		*John N.*	
John W.		*William S.*	
John P.		*Alexand. S.*	

Reſidents. Who being ſworn, and charged on Articles touching the ſaid Court, ſay upon their Oaths, That are Reſients within the Juriſdiction of this Court, and owe Suit of Court, and at this Day have made Default. Therefore each of them is Mercy, 3*d.*

And they further preſent, That the Bridge near the Houſe of *David B.* is out of Repair; and it is Ordered that the ſaid Bridge be repaired by the Pariſh of *A.* before the 25th Day of *December* next enſuing.

And they further preſent, That the Highway leading from the great Bridge to the Houſe of *George S.* is out of Repair; and it is Ordered, that the ſaid Highway be repaired by the Pariſh of *A.* before the 25th Day of *December* next enſuing, under the Penalty, on
Penalty. making Default, to forfeit 13*s.* 4*d.*

And they alſo preſent, That the Foundation of the Bridge is out of Repair; and it is Ordered, that the ſame be well and ſufficiently repaired, by the ſeveral Perſons concerned to do the ſame, before the firſt Day of *November* next enſuing, under the Penalty, on
Penalty. making Default, to forfeit 10*s.*

And they further preſent, That the Cauſey near the Pool by *W.* Lane, is out of Repair; and it is Ordered, that the ſaid Cauſey be repaired by the ſeveral Perſons concerned to do the ſame, before the firſt Day of *November* next enſuing, under the Penalty, on making
Penalty. Default, to forfeit 6*s.* 8*d.*

And

And they further preſent, That the Stocks belonging to the Tithing of *A.* aforeſaid, is out of Repair; and it is Ordered, that the ſame be well and ſufficiently repaired by the ſaid Tithing, before the 25th Day of *December* next enſuing, under the Penalty, on making Default, to forfeit 5*l.* Penalty.

And they further preſent, That the Highway joining to the Rivulet, between the Town and Upper Mill, is out of Repair, and ought to be repaired; and therefore it is Ordered, that the ſame be well and ſufficiently repaired by the ſeveral Perſons concerned to do the ſame before the 25th Day of *December* next, under the Penalty, on each making Default, to forfeit 10*s.* Penalty.

And they further preſent, That *John C. John B.* and *Lawrence S.* have diverted the Watercourſe from its antient Courſe, by reaſon whereof the Water runs upon the Land of *John F.* Eſq; to the great Damage and Prejudice of the ſeveral Tenants of this Manor: Therefore each of them is in Mercy 3*s.* 4*d.*

And they further preſent, That all other Things are well.

Manor of *A.* aforeſaid. } *The Court Baron of the ſaid Manor, held there on the Day and Year aforeſaid, before the ſaid Steward.*

Eſſoins. At this Day Eſſoins, as appears afterwards.

Plaints. At this Day no Plaints.

Homage there.

John S., *Abraham P.*, *Andrew R.*, *Thomas R.*, *Peter H.*, *Richard D.*, *William C.*, *John B.* } Sworn.

Michael T., *John S.*, *Lawrence S.*, *George R.*, *John P.*, *John H.*, *William H.* } Sworn.

Preſentments of the Homage.

WHO being ſworn, and charged upon Articles touching the ſaid Court Baron, upon their Oath ſay, That Sir *John M.* Knt. *W. B.* Eſq; and *John F.* Gent. are Free Suitors of the ſaid Manor, who owe Suit to this Court, and have made Default: Therefore each of them is in Mercy 12*d.*

Free Suitors.

Tenants by Indenture.

And they further preſent, That *Thomas K.* app. *Andrew K.* app. *Abraham P.* app. *Richard D.* 6*d.* *David P.* app. *George P.* 6*d.* *David R.* ff. *George A.* exc. *John N.* app. *Chriſtian F.* 6*d.* *George R.* app. *John S.* app. *John H.* app. *Mary R.* app. *David G.* app. *Robert L.* app. *Andrew S.* app. *Henry W.* app. *Robert G.* app. *William S.* app. *William H.* app. &c. are Tenants by Indenture

of

of the ſaid Manor, who owe Suit to this Court: Therefore each of them making Default, and not Eſſoined, is in Mercy, as appears over the Name of each of them. Mercy.

And they further preſent, That *Andrew* app. *R.* *Thomas* app. *R.* *John* app. *F.* *John* app. *B.* *Robert* app. *H.* *John* app. *H.* *Peter* app. *H.* *Richard* app. *D.* *John* 6 d. *F.* *William* 6 d. *S.* *William* exc. *C.* Cuſtomary Tenants.

Joan Foy, ff. *Widow*, *John* app. *P.* *George* app. *S.* *Anne* app. *B. Widow*, *Philip* 6 d. *S.* *John* app. *B.* *John* app. *W.* *William* 6 d. *T.* *Andrew* ff. *S.* *John* exc. *K.* *Dorcas* app. *F.* *John* app. *L.* *Lawrence* 6 d. *S.* &c. are cuſtomary Tenants of the ſaid Manor, who owe Suit to this Court: Therefore each of them making Default, and not Eſſoined, is in Mercy, as appears over the Name of each of them.

And they further preſent, That *John B.* the Younger, who held of the Lord for Term of his Life, by Copy of Court-Roll of the ſaid Manor, one Tenement and five Acres of Land and Common of Paſture for 40 Sheep and two Cows, died ſince the laſt Court held for the ſaid Manor; by whoſe Death there falls to the Lord one Heriot of 2*l.* 10*s.* and that the ſaid Premiſſes remain in the Hands of the Lord of the ſaid Manor. Death of *John B.*

And they further preſent, That *Abraham R.* late one of the Tenants of the ſaid Manor, died ſince the laſt Court held of the ſaid Manor, by whoſe Death there fell to the Lord for an Heriot one Cow; and Death of *Abraham R.*

that *John B.* is the next Tenant in Reverſion, which ſaid *John* is preſent here in Court, and is admitted Tenant in Poſſeſſion, and did Fealty to the Lord.

Death of *John R.* And they further preſent, That *John R.* late one of the Cuſtomary Tenants of this Manor, of one Meſuage or Tenement, *&c.* within the ſaid Manor, died ſince the laſt Court of the ſaid Manor, by whoſe Death there fell to the Lord a Heriot, but of what Species, or what Value they know not; and that *Thomas R.* Son of the ſaid *John R.* is next in Reverſion for Term of his Life, according to the Cuſtom of the ſaid Manor, which ſaid *Thomas* is preſent here in Court, and prays to be admitted Tenant, which is granted to him, and he is admitted and did his Fealty to the Lord.

Death of *John S.* And they further preſent, That *John S.* late one of the Cuſtomary Tenants of this Manor, of one Meſuage or Tenement and ſix Acres of Land, with the Appurtenances within the Manor aforeſaid, died ſince the laſt Court of the ſaid Manor, by whoſe Death there fell to the Lord a Heriot of 30*s.* and that *Sarah S.* his Widow, is next in Reverſion for Term of her Widowhood, according to the Cuſtom of the ſaid Manor, which ſaid *Sarah* is preſent here in Court, and prays to be admitted Tenant, which is granted to her; and ſhe is admitted and did her Fealty to the Lord.

Death of *Francis H.* And they further preſent, That *Francis H.* one of the Tenants of the ſaid Manor, died ſince the laſt Court of this Manor, by whoſe Death his Tenement fell into the Hands of the Lord of this Manor.

And they further preſent, That *John H.* dug and cut Turf, and carried the ſame out of the ſaid Manor, contrary to the Form of the Order in that Behalf made at the laſt Court held for the ſaid Manor; therefore he has forfeited the Penalty of that Order, to

Penalty. 6*s.* 8*d.*

And they further preſent, That *John T. John F.* and *Richard D.* dug and cut Turf, and carried the ſame out of the ſaid Manor, contrary to the Form of the

the Order made at the laſt Court held of the ſaid Manor: Therefore each of them has forfeited the Penalty of that Order, to 6*s.* 8*d.* Penalty.

And they further preſent *John F.* Miller, for taking double Toll of the Tenants of this Manor; therefore it is Ordered, that if the ſaid *John F.* ſhall commit the like Fault, he ſhall forfeit for every Offence, the Penalty of 5*s.* Penalty.

And they further preſent the Tenants of this Manor, that they have not ground their Corn at the Cuſtomary Mill of this Manor; and it is Ordered, that if any of the ſaid Tenants ſhall commit the like Fault, they ſhall forfeit for every Offence, the Penalty of 5*s.* Penalty.

And they further preſent, That the ſeveral Tenants of *S.* turned the Water from the antient Courſe upon the Land of *John F.* Eſq; Therefore each of them is in Mercy 3*s.* 4*d.* Mercy.

And they further preſent, That *Richard D.* permits Fire to burn in his Houſe without a Chimney; it is therefore Ordered, that the ſaid *Richard D.* ſhall erect a Chimney to his ſaid Houſe, before the 18th Day of *October* next enſuing, under the Penalty of 20*s.* Penalty.

And they further preſent *John E.* for keeping Sheep on the Common of this Manor, having no Right ſo to do: Therefore it is Ordered, that the ſaid *John E.* remove the ſaid Sheep, before the 29th Day of *November* next enſuing, under the Penalty of 10*s.* Penalty.

It is Ordered, That no Under-Tenants within the ſaid Manor ſhall ſerve on the Jury of this Court, and that only ſuch as are cuſtomary Tenants of this Manor ſhall be choſen. Order.

It is Ordered, That *William D.* or his Tenant, ſcower and cleanſe his Ditch at *A.* adjoining to *S.* before, *&c.* under the Penalty of 10*s.* Order. Penalty.

And it is further Ordered, That the ſeveral Tenants of this Manor meet on the Summons of *Thomas K.* to view the Bounds of the ſaid Manor, and that Order.

they declare the ſame at the next Court to be held for the ſaid Manor.

A new Grant to *Thomas K.* At this Court *Thomas K.* came and took of the Lord of the ſaid Manor, by the Delivery of the ſaid Steward, one Tenement and five Acres of Land, together with Common of Paſture for forty Sheep and for two Cows in *A.* Wood, and alſo one Lime-Kiln, with all and ſingular their Appurtenances; All and ſingular which Premiſſes were late in the Tenure or Occupation of *John B.* deceaſed; To have and to hold the ſaid Tenements, and five Acres of Land, with Common of Paſture for forty Sheep and for two Cows, and all and ſingular other the Premiſſes aforeſaid, with their Appurtenances, to the ſaid *Thomas K.* for the Lives of *John K.* Son of the ſaid *Thomas K.* of *John K.* Son of *Andrew K.* and of *Thomas K.* Son of *Thomas K.* of *S.* and for the Life of the longer Liver of them ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent of 6*l.* 8*s.* by the Year, and for a Heriot when it ſhall happen 50*s.* and by all other Rents, Charges, Works, Suits, Cuſtoms and Services, therefore before due and of Right accuſtomed; and for ſuch State and Entry ſo to be had in the Premiſſes, the ſaid *Thomas K.* gives to the Lord for a Fine ninety Pounds in Hand paid; and ſo he is thereupon admitted Tenant, and did his Fealty to the Lord; but the Fealty of the others is reſpited until, *&c.*

A new Grant to *Robert H.* At this Court *Robert H.* came and took of the Lord in the ſaid Court one ſmall Dwelling-Houſe with a Garden thereunto adjoining, containing by Eſtimation ſix Perches, late Parcel of the Cuſtomary Tenement of *William V.* and by the ſaid *William V.* with the Tenements aforeſaid, lately ſurrendred into the Hands of the Lord; To have and to hold the ſaid Houſe and Garden, with its Appurtenances, to the ſaid *R.* and to *Elizabeth* and *Mary* his Daughters, for the Term of their Lives and the Life of the longer Liver of them ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent of

6*d.* by the Year, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services thereupon before due and of Right accuſtomed; and for ſuch State and Entry ſo to be had in the ſaid Premiſſes, the ſaid *R. H.* gave to the Lord for a Fine 5*l.* paid beforehand, and ſo he is thereupon admitted Tenant, and he did his Fealty to the Lord; but the Fealty of the others is reſpited until, *&c.*

At this Court *John W.* came and took of the Lord by the Hands of *G. J.* Gent. Steward there, according to the Cuſtom of the ſaid Manor, the Reverſion of one Cotage at *P.* and of one Cloſe of Land containing two Acres, with the Appurtenances, belonging to the ſaid Cotage, now in the Tenure of *John B.* To have and to hold the Reverſion aforeſaid; as alſo the ſaid Cotage and Cloſe of Land belonging to the ſaid Cotage, to the ſaid *John W.* and to *John W.* his Son, for the Term of their Lives, and of the Life of the longer Liver of them, according to the Cuſtom of the ſaid Manor, preſently and immediately when after the Death, Surrender or Forfeiture of the ſaid *J. B.* the ſame ſhall happen, or otherwiſe, when the ſaid Premiſſes ſhall come to the Hands of the Lord of the ſaid Manor, by the Rent of 3*s.* by the Year when it ſhall happen; and by all other Rents, Charges, Works, Cuſtoms and Services therefore due and of Right accuſtomed; and for the ſaid State and Entry ſo thereupon to be had, the ſaid *John* gives to the Lord for a Fine 18*l.* in Hand paid, and ſo he is thereupon admitted Tenant, as in Reverſion, and his Fealty is reſpited until the ſaid Reverſion ſhall happen. A Grant in Reverſion.

At this Court *John F.* and *Thomas F.* Son of the ſaid *John F.* came and took of the ſaid Lord in the ſaid Court, the Reverſion of one Meſuage or Tenement, and of Half a Rood of Land, with the Appurtenances, formerly in the Tenure of *Mary C.* Widow, and of one other Meſuage or Tenement, and of half a Rood of Land, with the Appurtenances, formerly in the Tenure of *Richard C.* lying in *W.* within the ſaid Manor, now in the Tenure of *Jane F.* Mother. Another Grant in Reverſion.

of

of the ſaid *John F.* for her Life; To have and to hold the ſaid Reverſion, and alſo the ſaid two Meſuages or Tenements, and the ſaid two half Roods of Land, with their Appurtenances, to the ſaid *John F.* and *Thomas F.* for the Term of their Lives, and of the Life of the longer Liver of them, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, immediately when after the Death, Surrender or Forfeiture of the ſaid *Jane F.* or by any other Means the ſaid Premiſſes ſhall come to the Hands of the Lord of the ſaid Manor, by the Rent therefore of 10*s.* 2*d.* by the Year, and three Geeſe, two Hens, and twenty-four Eggs; and for two Heriots, when they ſhall happen, 8*l.* and by all other Rents, Charges, Works, Suits, Cuſtoms and Services, therefore due and of Right accuſtomed: And for ſuch Eſtate and Entry ſo to be had in Reverſion, the ſaid *John* and *Thomas T.* give the Lord for a Fine 250*l.* in Hand paid, and ſo they are admitted thereupon Tenants as in Reverſion; but their Fealty is reſpited until, *&c.*

Surrender of *Anne S.*

At this Court *Anne S.* came, who claims to hold for Term of her Life, and of the Lives of *John* and *Elizabeth*, her Son and Daughter, by Copy of the Court-Rolls of the ſaid Manor, bearing Date the —— Day of —— *&c.* the Moiety of one Tenement, containing forty-eight Acres of Land, Meadow and Paſture, called *W.* with the Appurtenances, within the Manor aforeſaid, and ſurrendered in Court into the Hands of the Lord all and ſingular the ſaid Premiſſes, and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand therein, as well of her the ſaid *Anne S.* as of the ſaid *John* and *Elizabeth*, and of each of them together, with the Copy thereupon made to be cancelled, that the Lord might thereupon do his own Will; whereupon there fell to the Lord a Heriot, which is included in the underwritten Fine; upon which in this ſame Court came the ſaid *Anne S.* and *John* her Son, and took of the Lord in the ſaid Court, by the Delivery of the Steward there, the Premiſſes aforeſaid with the Ap-

Admiſſion of the ſaid *Anne* and her Son.

purtenances; To have and to hold the ſaid Moiety of the ſaid Tenement, with all and ſingular its Appurtenances, to the ſaid *Anne S.* and *John* her Son, as alſo to *Mary* their Daughter, for the Term of their Lives and the Life of the longer Liver of them, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent of 4*s.* 5*d.* ½ by the Year, and one Heriot when it ſhall happen, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services thereupon firſt due and of Right accuſtomed: And for ſuch State and Entry ſo to be had in the ſaid Premiſſes, the ſaid *Anne S.* and *John* her Son, give to the Lord for a Fine 22*l.* 10*s.* paid before-hand; and ſo the ſaid *Anne* is admitted thereof Tenant, and did Fealty to the Lord; but the Fealty of the ſaid *John* and *Mary* is reſpited until, *&c.*

At this Court Licence is granted to *Frances H.* of, *&c.* Widow, to demiſe her Meſuage or Tenement, with all and ſingular its Appurtenances in *T.* within the Manor aforeſaid, now in the Tenure of the ſaid *Frances* or her Aſſigns, for the Term of her Widowhood, or any Parcel thereof, to any proper Under-Tenant or Under-Tenants, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* now next enſuing, for the Term of twenty-one Years thence next enſuing, if the Eſtate of the ſaid *Frances H.* of and in the Premiſſes, ſhall ſo long continue; ſo that the Houſe, Hedges, Ditches, and other Fences of the Premiſſes, be from Time to Time well and ſufficiently repaired and amended, and the Rents, Charges, Works, Suits, Cuſtoms and Services thereupon due to the Lord, and of Right accuſtomed, be well and ſufficiently rendred and paid; otherwiſe this Licence to be void. Licence to leaſe.

Affeerers { *Thomas R.* / *William T.* } Sworn.

Note; The Marks over the Heads of the Tenants in the Court Baron ſignify as follows: *App.* for Appeared;

peared; *ff.* for Eſſoin; *exc.* for Excuſed on Account of Sickneſs or Age.

Thoſe Lives which are named in the Copies at the taking of the Premiſſes, and at the paying the Fine for the ſame, are Purchaſers; and if there be only one Life named at thoſe Places, though there be three in the *Habend'*, yet there is but one Purchaſer.

Stenhill, *otherwiſe* Stamfield *Manor.* } *A General Court Baron of* W. B. *Eſq; held for the Manor aforeſaid, at — within the ſaid Manor, by Adjournment, from — the — Day of — laſt paſt, upon — being the — Day of — in the Year of our Lord — Before me* W. N. *Steward there.*

The Homage there. { *T. E. W. T. J. W. R. S. T. M. T. C. J. C. T. H. J. B. E. S. T. C.* } Sworn. { *R. P. T. G. E. B. T. G. W. H. E. T. R. C. W. C. T. A. J. H.* } Sworn.

Eſſoins. { At this Court *S. M. C. J. A. R. T. W. J. M. A. O. J. B. T. S. T. C. A. G. E. T. P. B.* and *S. J.* are eſſoin'd of Common Eſſoin.

One choſe Reeve ſubmits to a Fine.

AT this Court, the Homage aforeſaid upon their Oath preſent, That *H. W.* one of the cuſtomary Tenants of the ſaid Manor, who was at this ſame Court,

Court, begun and holden the — Day of —— aforeſaid, choſen and appointed to be the Lord's Reeve of the ſaid Manor, according to the Cuſtom of the ſaid Manor, for the Year now next enſuing, came here in full Court, by *R. R.* Gent. his Tenant and Attorney, and deſired to ſubmit unto ſuch Fine as the Lord of the ſaid Manor ſhould impoſe upon him, for his not taking upon him and executing the ſaid Office for the Year aforeſaid. And at this ſame Court the Lord of the ſaid Manor, by his ſaid Steward, did impoſe upon him the ſaid *H. W.* for a Fine, for ſuch his not taking upon him and executing the ſaid Office for the Year aforeſaid, the Sum of ten Pounds of lawful Money of *Great Britain*; which he the ſaid *H. W.* by his Attorney aforeſaid ſubmitted unto, and paid here in full Court, into the Hands of the ſaid Steward, for the Uſe of the ſaid Lord accordingly.

Fine 10*l.* Paid.

At this Court the *Homage* aforeſaid, upon their Oath, preſent a Surrender out of Court, made by *E. H.* Widow, (late one of the cuſtomary Tenants of the ſaid Manor) into the Hands of the Lord of the ſaid Manor, by the Acceptance of a Headborough, in the Preſence of ſix cuſtomary Tenants of the ſaid Manor, in theſe Words following; to wit, *Manor of* Stenhill, *otherwiſe* Stamfield, *in the County of* ——Be it remembred, That *E. H.* one of the cuſtomary Tenants of the ſaid Manor, hath, on the — Day of —— in the Year of our Lord —— out of Court, and ſince the laſt Court Baron held for the ſaid Manor, according to the Cuſtom of the ſaid Manor, ſurrendred by the Rod into the Hands of the Lord of the ſaid Manor, by *W. C.* of —— Headborough, chief Pledge, in the Preſence of *H. A. T. G. T. C. J. L. T. A.* and *R. W.* all cuſtomary Tenants of the ſaid Manor, all her Meſuages, Tenements, Cotages, Lands and Hereditaments, with all and every of the Appurtenances holden of the ſaid Manor, ſituate, lying and being in —— to the End that the Lord of the ſaid Manor ſhall regrant the ſame again unto her two Children *J. H.* and *A. H.* That is to ſay, to her Son *J. H.* all thoſe four Tenements in

A Preſentment of a Surrender out of Court.

in —— now in the ſeveral Tenures or Occupations of *E. C. T. N. R. W.* and *J. R.* and to her Daughter *A. H.* all thoſe three Tenements in —— in the ſeveral Tenures or Occupations of *L. P. J. N.* and *M. S.* In Teſtimony whereof, the ſaid *E. H.* Headborough, and Tenants, have hereunto ſet their Hands, the Day and Year firſt above written. And they farther preſent, That the ſaid Surrender was preſented to the Homage (according to the Cuſtom of the ſaid Manor) at a General Court Baron held for the ſaid Manor, on the —— Day of —— *And now* at this Court came the ſaid *J. H.* the Son, being an Infant of the Age of eight Years, or thereabouts, by *T. C.* Gent. now admitted to be his Guardian, and humbly prayed to be admitted Tenant unto the ſaid four Tenements firſt above mentioned, (by the Name of two Tenements and two Cotages cuſtomary) according to the Form and Effect of the ſaid Surrender. To which ſaid *J. H.* (by his Guardian aforeſaid) here preſent in full Court, the Lord of the ſaid Manor, by his ſaid Steward, did grant thereof Seiſin by the Rod; *To have and to hold* the ſaid two Tenements and two Cotages laſt mentioned, with the Appurtenances, unto him the ſaid *J. H.* according to the Form and Effect of the ſaid Surrender, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And he gave to the Lord for a Fine, for ſuch his Eſtate and Entry in the Premiſſes, as appears in the Margin, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *J. H.* was admitted Tenant thereof in Form aforeſaid.

Admittance by Guardian.

Fine 1 *l.* 3 *s.* 4 *d.*

And at this Court the Lord of the Manor aforeſaid, by his ſaid Steward, did aſſign and appoint the ſaid *T. C.* to be Guardian of the ſaid *J. H.* (during his Minority) to receive and take the Rents, Iſſues and Profits of the Premiſſes, and thereof unto him the ſaid *J. H.* (when he ſhall come of full Age) to render and make a juſt Account, according to the Cuſtom of the ſaid Manor; for

Guardian aſſigned.

for which he paid to the Lord for a Fine, as appears in the Margin. Fine 3 *s.* 4 *d.*

Alſo, At this ſame Court the Homage aforeſaid upon their Oath do preſent, That *N. D.* of ——— Dr. of Phyſic, one of the cuſtomary Tenants of the ſaid Manor, came here in full Court by *T. N.* of ——— Gent. his Attorney, by Virtue of a Letter of Attorney, under the Hand and Seal of him the ſaid *N. D.* bearing Date the eighth Day of this Inſtant *April*, and next herein after, Word by Word, inrolled, and ſurrendred into the Hands of the Lord of the Manor aforeſaid, by the Rod according to the Cuſtom of the ſaid Manor, by the Acceptance of the ſaid Steward, all that one Acre of cuſtomary Land (more or leſs) lying in *D.* Common, within the ſaid Manor, and one Rod (more or leſs) of cuſtomary Land, lying in the *W.* Common Field within the ſaid Manor, (whereunto the ſaid *N. D.* was heretofore admitted Tenant, at a General Court Baron, holden for the ſaid Manor upon the ——— Day of *April* ——— as by the Court-Rolls of the ſaid Manor may appear,) *To the Uſe* and Behoof of *H. M.* of ——— Gent. and of his Heirs and Aſſigns for ever: *And now* at this Court the ſaid *H. M.* came in his proper Perſon, and humbly prayed to be admitted Tenant to the Premiſſes aforeſaid, according to the Form and Effect of the ſaid Surrender; to which ſaid *H. M.* here perſonally preſent in full Court, the Lord of the Manor aforeſaid, by his ſaid Steward, did grant thereof Seiſin by the Rod; To have and to hold the ſaid one Acre and one Rod of cuſtomary Land before mentioned, with the Appurtenances, unto him the ſaid *H. M.* his Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; and he gave to the Lord for a Fine, for ſuch his Eſtate and Entry in the Premiſſes, as appears in the Margin; and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid

An Admiſſion on a Surrender by Attorney.

Fine 10 *l.*

ſaid *H. M.* was admitted Tenant thereof, in Form aforeſaid.

Here followed the Letter of Attorney above mentioned.

Letter of Attorney. KNOW all Men by theſe Preſents, That I *N. D.* of —— Dr. of Phyſic, have made, *&c.* [*the Letter of Attorney inſerted at large.*]

Preſentment of a Surrender to the Uſe of a Will. *Alſo*, At this ſame Court, It is found and preſented by the Homage aforeſaid upon their Oath, That *R. R.* late one of the cuſtomary Tenants of the ſaid Manor, who held to him and his Heirs, according to the Cuſtom of the ſaid Manor, all thoſe two Acres of cuſtomary Land or Marſh Ground, with the Appurtenances, lying and being in *H. M.* did ſurrender the ſame, according to the Cuſtom of the ſaid Manor, to the Uſe of his laſt Will and Teſtament, as by the Copy of the Roll of the General Court holden for the ſaid Manor the 30th Day of *November* in the Year of our Lord —— unto them appeared; and that the ſaid

The Will. *R. R.* made his laſt Will and Teſtament in Writing, bearing Date the nine and twentieth Day of *September* in the ſaid Year of our Lord —— And therein and thereby (amongſt other Things) deviſed the ſaid two Acres of Land or Marſh Ground, with the Appurtenances, by the Name of two Acres of Copyhold Land in *C.* in the Marſh, unto his Grandchild *R. R.* being the ſecond Son of *H. R.* deceaſed, and his Heirs for ever, after the Deceaſe of *Margaret* his then Wife; and that ſoon after the making the ſaid Will and Surrender beforementioned, the ſaid *R. R.* the

Death of Teſtator. Grandfather died ſo thereof ſeiſed; and that the ſaid *Margaret* is ſince alſo dead. *And now* at this Court the ſaid *R. R.* the Grandchild, came in his proper Perſon, and humbly prayed to be admitted Tenant to the Premiſſes, according to the Form and Effect of the ſaid Will; to which ſaid *R. R.* here perſonally preſent

preſent in full Court the Lord of the Manor aforeſaid, by his ſaid Steward, granted Seiſin thereof by the Rod; *To have and to hold* the ſaid two Acres of Land or Marſh-ground before-mentioned, with their Appurtenances, unto him the ſaid *R. R.* his Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And he gave to the Lord for a Fine, for ſuch his Eſtate and Entry in the Premiſſes, as appears in the Margin, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *R. R.* was admitted Tenant thereof in Form aforeſaid. Fine 2*s.* 8*d.*

And afterwards at this ſame Court the ſaid *R. R.* came in his proper Perſon and ſurrendred into the Hands of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Acceptance of the ſaid Steward, the ſaid two Acres of cuſtomary Land or Marſh-Ground above-mentioned, with the Appurtenances, *To the Uſe* and Behoof of *W. H.* of —— Eſq; and of his Heirs and Aſſigns for ever. To which ſaid *W. H.* here perſonally preſent in full Court, the Lord of the Manor aforeſaid, by his ſaid Steward, did grant thereof Seiſin by the Rod; *To have and to hold* the ſaid two Acres of Land above-mentioned, with the Appurtenances, unto the ſaid *W. H.* his Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed. And he gave to the Lord for a Fine, for ſuch his Eſtate and Entry in the Premiſſes, as appears in the Margin, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *W. H.* was admitted Tenant thereof in Form aforeſaid. Surrender. Admittance. Fine 2*s.* 8*d.*

And afterwards W. R. of —— Gent. *A. R.* the Relict of the ſaid *H. R.* *J. J.* of —— Gent. ſole Executor of the laſt Will and Teſtament of *J. L.* of —— Surrender and Releaſe.

Gent. deceaſed, came in their proper Perſons and ſurrendred into the Hands of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Acceptance of the ſaid Steward, and alſo releaſed all their and each of their Eſtate, Right, Title and Intereſt whatſoever, of, in, to and out of the ſaid two Acres of cuſtomary Land or Marſh-Ground above-mentioned, with the Appurtenances, *To the Uſe* and Behoof of the ſaid *W. H.* and of his Heirs and Aſſigns for ever.

Preſentment of the Death of Tenant in Tail.

Alſo, At this Court it is found and preſented by the Homage aforeſaid, upon their Oath, that *J. B.* and *S.* his Wife, late two of the cuſtomary Tenants of the ſaid Manor, who held to them and the Heirs of their Bodies lawfully begotten, the Remainder thereof, for want of ſuch Iſſue, to the right Heirs of the ſaid *J. B.* for ever, all that one cuſtomary Tenement with the Appurtenances, ſituate and being in *R.* within the ſaid Manor, now in the Occupation of *A. M.* Widow, and one other cuſtomary Tenement, and a Storehouſe there alſo ſituate, now in the Occupation of *P. B.* Gunſmith, before this Court, died both ſo thereof ſeiſed; and that *S. C.* Widow, and *J. D.* of —— Gentleman, are the Coheirs of the Bodies of the ſaid *J. B.* and *S.* his Wife; that is to ſay, *S.* the Daughter of the ſaid *J.* and *S.* and the ſaid *J. D.* the only Son and Heir of *R.* the Wife of *P. D.* which *R.* was the Daughter of the aforeſaid *J. B.* and *S.* his Wife.

Admiſſion of one Coheir, Iſſue in Tail.

And now at this Court the ſaid *J. D.* came in his proper Perſon, and humbly prayed to be admitted Tenant to the one Moiety or Half-Part of the Premiſſes with the Appurtenances accordingly. To which ſaid *J. D.* here perſonally preſent in full Court, the Lord of the Manor aforeſaid, by his ſaid Steward, did grant thereof Seiſin by the Rod; *To have and to hold* the ſaid Moiety or Half-Part of the ſaid two Tenements and Storehouſe before-mentioned, with their Appurtenances, unto him the ſaid *J. D.* and the Heirs of his Body lawfully begotten; the Remainder

Remainder thereof, as aforesaid, of the Lord of the Manor aforesaid, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed. And he gave to the Lord for a Fine, for such his Estate and Entry in the Premisses, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said *J. D.* was admitted Tenant thereof in Form aforesaid. Fine 19*l.* 10*s.*

And afterwards at this same Court the said *J. D.* came in his proper Person, and surrendred into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of his said Steward, the said Moiety or Half-Part of the said two Tenements and Storehouse above-mentioned, with the Appurtenances, *To the Use* and Behoof of *T. H.* Gent. his Heirs and Assigns for ever. To which said *T. H.* here personally present in full Court, the Lord of the Manor aforesaid, by his said Steward, did grant thereof Seisin by the Rod; *To have and to hold* the said Moiety or Half-Part of the said two Tenements and Storehouse before-mentioned, with their Appurtenances, unto him the said *T. H.* his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: But he paid no Fine to the Lord, because his Estate was only had for farther Assurance, and Fealty was pardoned; and so saving always the Right of the Lord, the said *T. H.* was admitted Tenant thereof in Form aforesaid. Who surrenders in Fee, in order to suffer a Recovery to bar the Intail. Admittance thereon.

And afterwards at this same Court *W. R.* comes in his proper Person, and complains against the said *T. H.* in a Plea of Land, that is to say, of the said Moiety or Half-Part of the said two Messuages or Tenements and Store-house above-mentioned, with the Appurtenances, in *R.* aforesaid, and makes Protestation to The Recovery. By way of Plaint in the Nature of a Writ of Right,

proſecute his ſaid Plaint in this Court, in the Form and Nature of a Writ of Right Patent at the Common Law, according to the Cuſtom of the ſaid Manor, and finds Pledges to proſecute the ſame in Form aforeſaid, *viz. John Doe* and *Richard Roe*, and deſireth Proceſs according to the Cuſtom of the ſaid Manor, againſt the ſaid *T. H.* returnable here at this Court, without Delay; and it is granted: And thereupon the ſaid *T. H.* being preſent here in Court, freely offereth himſelf to anſwer unto the ſaid *W. R.* without farther Proceſs unto him directed; whereupon the ſaid *W. R.* comes and demands againſt the ſaid *T. H.* the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe above-mentioned, with the Appurtenances in *R.* aboveſaid, within the Juriſdiction of this Court, holden of this Manor by Copy of Court-Roll, as his Right and Inheritance, according to the Cuſtom of the ſaid Manor; and whereof he ſaith he was ſeiſed in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in the Time of Peace, in the Time of the preſent King, by taking the Profits thereof, to the Value, *&c.* and that his Right is ſuch, he offereth, *&c.* And thereupon the ſaid *T. H.* comes and denies the Right of the ſaid *W. R.* when, *&c.* and his Seiſin, of which Seiſin, *&c.* the whole, *&c.* and whatſoever, *&c.* and eſpecially of the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe above-mentioned, with the Appurtenances, in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, and voucheth to warrant the Premiſſes with their Appurtenances the ſaid *J. D.* who being likewiſe here preſent in Court, alſo appears freely, without farther Proceſs unto him directed, and the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements, and Storehouſe, with the Appurtenances, unto him doth warrant: Whereupon the ſaid *W. R.* comes and demands againſt him the ſaid *J. D.* Tenant

Count againſt Tenant.

Count againſt Vouchee, the Tenant in Tail.

nant by his Warranty aforeſaid, the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe before-mentioned, with the Appurtenances, in Form aforeſaid, and whereof he ſaith that he was ſeiſed in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in Time of Peace, in the Time of the preſent King, by taking the Profits thereof to the Value, *&c.* And that his Right is ſuch, he offereth, *&c.* And thereupon the ſaid *J. D.* Tenant by his Warranty aforeſaid, comes and denies the Right of the ſaid *W. R.* when, *&c.* and his Seiſin, of which Seiſin, *&c.* the whole, *&c.* and whatſoever, *&c.* and eſpecially of the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe before-mentioned, with the Appurtenances, in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, and voucheth to warrant the Premiſſes with the Appurtenances, *J. E.* who being likewiſe here preſent in Court alſo appeareth freely, without farther Proceſs unto him directed, and the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe before-mentioned, with the Appurtenances, unto him doth warrant: Whereupon the ſaid *W. R.* comes and demands againſt him the ſaid *J. E.* Tenant by his Warranty aforeſaid, the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe before-mentioned, with the Appurtenances, in Form aforeſaid; and whereof he ſaith that he was ſeiſed in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in Time of Peace, in the Time of the preſent King, by taking the Profits thereof, to the Value, *&c.* And that his Right is ſuch, he offereth, *&c.* And thereupon the ſaid *J. E.* Tenant by his Warranty aforeſaid, comes and denies the Right of the ſaid *W. R.* when, *&c.* and his Seiſin, of which Seiſin, *&c.* the whole, *&c.* and whatſoever,

Count againſt Common Vouchee.

ever, &c. and especially of the said Moiety or Half-Part of the said two Messuages or Tenements and Storehouse before-mentioned, with the Appurtenances, in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, and puts himself upon this Homage of the Court, in the Place and Stead of the Great Assize at the Common Law, according to the Custom of the said Manor, and prayeth a Recognition thereupon to be had, whether he hath more Right to have and to hold the said Moiety or Half Part of the said two Messuages or Tenements and Storehouse before-mentioned, with the Appurtenances, as Tenant thereof, by his Warranty, so as he now holdeth the same; or the said *W. R.* to have and to hold the said Moiety or Half-Part of the said two Messuages or Tenements and Storehouse before-mentioned, with the Appurtenances, so as he above demandeth the same; and thereupon the said *W. R.* prayeth Licence to imparl until Five of the Clock in the Afternoon of this same Day; and it is granted; and the same Time is given to the said *J. E.* here, &c. And afterwards at the said Hour of Five in the Afternoon of this same Day, the said *W. R.* comes again here into Court; but the said *J. E.* returneth not here into Court, although he was solemnly called, but departed in Contempt of the Court, and maketh Default. Whereupon in full Court open and public Proclamation is made, that if any one layeth Claim to the Premisses, he shall come in before final Judgment be given, and none came: Therefore, according to the Custom of the said Manor, Time out of Mind of Man used and approved of, It is considered by the Court here, that the said *W. R.* do recover his Seisin against the said *T. H.* of the said Moiety or Half-Part of the said two Messuages or Tenements and Storehouse before-mentioned, with the Appurtenances; To hold to him and his Heirs, quit of the said *T. H.* and his Heirs, and of the said *J. D.* and his

Imparlance.

Common Voucheee makes Default.

Proclamation.

Judgment against the Tenant.

his Heirs, and of the ſaid *J. E.* and his Heirs; and that the ſaid *T. H.* have of the ſaid Lands and Tenements of the ſaid *J. D.* within the Juriſdiction, *&c.* to the Value, *&c.* And that the ſaid *J. D.* have of the Lands and Tenements of the ſaid *J. E.* within the Juriſdiction, *&c.* to the Value, *&c.* And the ſaid *J. E.* is amerced; And thereupon the ſaid *W. R.* prayeth of the Lord of the Manor aforeſaid a Precept, to be directed to the Miniſter of this Court, to cauſe him to have full Seiſin of the Premiſſes, with the Appurtenances, returnable here at this Court without Delay; and it is granted. And afterwards at this ſame Court comes *W. P.* the Miniſter of this Court, and returneth, That he, by Virtue of the ſaid Precept to him therefore directed, this ſame Day hath cauſed the ſaid *W. R.* to have full Seiſin of the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe before-mentioned, with the Appurtenances, as by the ſaid Precept to him therefore directed was commanded. By Virtue of which Recovery and Seiſin thereupon had as aforeſaid, the ſaid *W. R.* entred into the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe above-mentioned, with the Appurtenances, and was thereof ſeiſed in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor; and being ſo ſeiſed, by Virtue of the Recovery and Execution had and made in Form aforeſaid, the Lord of the ſaid Manor, out of his ſpecial Favour, for the better Approbation, Ratification and Confirmation of all and ſingular the Premiſſes, here in full Court, by his ſaid Steward, did give and deliver unto the ſaid *W. R.* of the ſaid Premiſſes, with the Appurtenances, full Seiſin by the Rod, to have and to hold the ſaid Moiety, or Half-Part of all and ſingular the Premiſſes, with their Appurtenances, unto him the ſaid *W. R.* his Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the

Againſt Vouchee, Tenant in Tail.

Againſt Common Vouchee.

Writ of Seiſin.

The Return.

Confirmation of the Lord.

Rents and Cuſtoms therefore due and of Right accuſtomed. But he paid no Fine to the Lord, becauſe this Recovery was only had for further Aſſurance, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *W. R.* was admitted Tenant thereof in Form aforeſaid.

Surrender in Fee by the Demandant, *&c.* to the Iſſue in Tail.

And afterwards at this ſame Court, in their proper Perſons, came *W. R. T. H.* and *J. E.* and ſurrendred into the Hands of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Acceptance of his ſaid Steward, the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe above-mentioned, with their Appurtenances, ſo recovered as aforeſaid; and alſo releaſed all their and every of their Eſtate, Right, Title and Intereſt, of and in the ſame, *To the Uſe* and Behoof of the ſaid *J. D.* and of his Heirs and Aſſigns for ever. To which ſaid *J. D.* here perſonally preſent in full Court, the Lord of the Manor aforeſaid, by his ſaid Steward, did grant thereof Seiſin by the Rod; *To have* and to hold the ſaid Moiety or Half-Part of the ſaid two Meſuages or Tenements and Storehouſe before-mentioned, with their Appurtenances, unto him the ſaid *J. D.* his Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: But he paid no Fine to the Lord, becauſe that is already paid, as aboveſaid, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *J. D.* was admitted Tenant thereof in Form aforeſaid.

Admitted.

Surrender.

Alſo, At this ſame Court *J. S.* one of the cuſtomary Tenants of the ſaid Manor, came in his proper Perſon, and ſurrendred into the Hands of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Acceptance of the ſaid Deputy-Steward, all thoſe his two Tenements cuſtomary,

cuſtomary, with the Yards, Backſides and Appurtenances to them ſeverally belonging, ſituate and being in *E.* within the ſaid Manor, now in the ſeveral Occupations of *J. V.* and *F. M. to the Uſe* and Behoof of the ſaid *J. V.* and of his Heirs and Aſſigns for ever: To which ſaid *J. V.* here perſonally preſent in full Court, the Lord of the Manor aforeſaid by his ſaid Steward, did grant thereof Seiſin by the Rod; *To have* and to hold the ſaid two Tenements and Premiſſes before-mentioned, with their Appurtenances, unto him the ſaid *J. V.* and his Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed. And he gave to the Lord for a Fine, for ſuch his Eſtate and Entry in the Premiſſes, as appears in the Margin, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *J. V.* was admitted Tenant thereof, in Form aforeſaid.

Admittance.

Fine 1 *l.*

And afterwards at this ſame Court the ſaid *J. V.* came in his proper Perſon and ſurrendred into the Hands of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Acceptance of his ſaid Steward, all and ſingular his cuſtomary Meſuages, Tenements, Cotages, Lands, and other Hereditaments whatſoever, holden of the ſaid Manor, with their and every of their Appurtenances, to ſuch Uſes, Intents and Purpoſes, as he the ſaid *J. V.* in and by his laſt Will and Teſtament in Writing already made, or to be made, ſhall limit, appoint and declare.

Surrender to the Uſe of a Will.

Alſo, At this ſame Court, in their proper Perſons came *R. H.* and *F.* his Wife, two of the cuſtomary Tenants of the ſaid Manor, (the ſaid *F.* being firſt ſolely and ſecretly examined by the ſaid Steward) and ſurrendred into the Hands of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Acceptance of the ſaid Steward, all

Surrender for Life, Remainder in Fee.

all that their one cuſtomary Cotage, with the Appurtenances, ſituate and being in *S.* within the ſaid Manor, in the Occupation of him the ſaid *R. H.* (whereunto they the ſaid *R.* and *F.* were admitted Tenants at a ſpecial Court holden for the ſaid Manor, upon the——Day of——which was in the Year——as by a Copy of the Roll of the ſaid Court, under the Hand of the ſaid Steward, may appear) *To the Uſe* and Behoof of them the ſaid *R. H.* and *F.* his Wife, for and during the Term of their two natural Lives, and the Life of the longer Liver of them two; and from and after the Deceaſe of the longer Liver of them two, *to the Uſe* and Behoof of *S. H.* and *J. H.* (Daughters of them the ſaid *R.* and *F.*) and of their Heirs and Aſſigns for ever. To which ſaid *R.* and *F.* his Wife, and *S.* and *J. H.* here perſonally preſent in full Court, the Lord of the Manor aforeſaid, by his ſaid Steward, did grant thereof Seiſin by the Rod; *To have* and to hold the ſaid one Cotage before mentioned, with the Appurtenances, unto them the ſaid *R. H.* and *F.* his Wife, for and during the Term of their two natural Lives, and the Life of the longer Liver of them two; and from and after the Deceaſe of the longer Liver of them two, unto them the ſaid *S. H.* and *J. H.* and their Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed. And they gave to the Lord for a Fine, for ſuch their Eſtate and Entry in the Premiſſes, as appears in the Margin, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *R. H.* and *F.* his Wife, and *S.* and *J. H.* were admitted Tenants thereof in Form aforeſaid.

Admittance.

Fine 1*s.* 3*d.*

Alſo, At this Court the Homage aforeſaid upon their Oath preſent a Surrender out of Court, made by *W. J.* one of the cuſtomary Tenants of the ſaid Manor in theſe Words following, *viz. Manor of*——to wit, Be it remembred, That on the——Day

A Conditional Surrender or Mortgage out of Court.

Day of ——— in the Year of our Lord ——— *W. J.* Citizen and Shipwright of *London*, (a cuſtomary Tenant of the Manor aforeſaid) out of Court, on the Day and Year aboveſaid, did Surrender into the Hands of the Lord of the ſaid Manor, by the Rod, according to the Cuſtom of the ſaid Manor, by the Hands and Acceptance of *T. T.* Headborough, *J. P. J. H. T. B. R. S. R. C. J. J.* and *G. O.* all Seven cuſtomary Tenants of the Manor aforeſaid, all thoſe ſix cuſtomary Tenements or Cottages, with all and ſingular the Appurtenances whatſoever thereunto belonging, ſituate, lying and being at *R.* within the ſaid Manor, in a Place called *S.* Yard, now or late in the ſeveral Tenures or Occupations of *W. W. J. F. W. D. P. R. S. N.* and *R. C.* or of their Aſſigns; *To the Uſe* and Behoof of *W. M.* of —— Mariner, his Heirs and Aſſigns for ever; *Upon* and under this Condition nevertheleſs, that if the ſaid *W. J.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall pay or cauſe to be paid unto the ſaid *W. M.* his certain Attorney, Executors, Adminiſtrators or Aſſigns, or any of them, the Sum of ——— of lawful Money of *Great Britain*, at or in the now Dwelling-houſe of the ſaid *W. M.* ſituate and being at —— in Manner and Form following, that is to ſay, on the —— Day of —— next enſuing the Date of theſe Preſents, the Sum of ——— Part thereof, and on the ——— Day of —— then next enſuing, which will be in the Year of our Lord —— the Sum of ——— Reſidue thereof, in full Payment and Satisfaction of the ſaid Sum of —— That then and from thenceforth theſe Preſents ſhall be utterly void and of no Effect; and that

Satisfaction acknowledged.

Be it remembred, That on this 28th Day of *Auguſt* —— *W. M.* in this Surrender named, came before me the ſaid *W. N.* Steward of the ſaid Manor, and acknowledged himſelf to be fully ſatisfied and paid by the ſaid *W. J.* the ſaid Sum of ——— due and payable by the Condition of the ſaid Surrender. In Teſtimony whereof, as well the ſaid *W. M.* as I the ſaid Steward have hereunto ſet our Hands.

W. M.

W. N. Steward.

that then and thereupon the Lord of the Manor aforeſaid ſhall regrant all and every the ſaid Tenements, Cotages and Premiſſes, with the Appurtenances, unto him the ſaid *W. J.* his Heirs and Aſſigns; *To have* and to hold, as in his and their firſt and former Eſtate; theſe Preſents, or any Thing herein contained, to the contrary thereof in any wiſe notwithſtanding. In Witneſs whereof, the ſaid *W. J.* and Headborough and Tenants, have hereunto ſubſcribed their Names, the Day and Year firſt above written.

Admiſſion of Mortgagee on Breach of a Conditional Surrender.

Alſo, They preſent, That at a ſpecial Court held for the ſaid Manor, upon the —— Day of —— in the Year of our Lord ——— *J. P.* ſurrendred into the Hands of the Lord of the ſaid Manor, by the Acceptance of his ſaid Steward, according to the Cuſtom of the ſaid Manor, all that one cuſtomary Meſuage, with the Appurtenances, commonly called or known by the Name or Sign of the *Red Bull*, and a Cotage to the ſame adjoining, ſituate and being in *S.* within the ſaid Manor, then and now in the Occupation of *W. N.* or his Aſſigns, *To the Uſe* and Behoof of *E. D.* and of her Heirs and Aſſigns for ever, upon Condition and for ſecuring the Payment of the Sum of two hundred and twenty-four Pounds, of lawful Money of *Great Britain*, at ſuch Times and Places as in the ſaid Surrender is mentioned and expreſſed, as by the Court-Rolls of the ſaid Manor may more at large appear; and that the Sum of two hundred Pounds, Parcel of the ſaid Money, payable by the Condition of the ſaid Surrender, unto the ſaid *E. D.* upon the —— Day of ——laſt paſt, was not paid accordingly, and is yet unpaid, as by the Confeſſion and Acknowledgment of the ſaid *J. P.* now made in full Court, unto them appeareth: Whereby the Eſtate of the ſaid *E. D.* of and in the Premiſſes, by Virtue of the ſaid Surrender, is become abſolute and without any Condition. And now at this Court the ſaid *E. D.* came in her proper Perſon, and prayed to be admitted Tenant to the Premiſſes accordingly. To which ſaid *E. D.* here

here perſonally preſent in full Court, the Lord of the Manor aforeſaid, by his ſaid Steward, did grant thereof Seiſin by the Rod; To have and to hold the ſaid Meſuage and Cotage, with the Appurtenances, unto her the ſaid *E. D.* her Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And ſhe gave to the Lord for a Fine, for ſuch her Eſtate and Entry in the Premiſſes, as appears in the Margin, and Fealty was pardoned; and ſo ſaving always the Right of the Lord, the ſaid *E. D.* was admitted Tenant thereof in Form aforeſaid. Fine 1 *l.* 7 *s.* 8 *d.*

S— Manor, to wit, } WHereas certain Differences have lately ariſen between *J. H.* of *R.* Mariner, (one of the cuſtomary Tenants of the ſaid Manor, and *R. S.* of *L.* Wine-Cooper, and *F.* his Wife, touching and concerning their ſeveral Copyhold Lands and Tenements, ſituate, lying and being at *R.* aforeſaid, within the ſaid Manor: *Be it remembred*, That on the——Day of—— in the Year of our Lord —— *W. B.* Eſq; Lord of the Manor aforeſaid, by *W. N.* Eſq; Steward of the ſaid Manor, doth grant Licence unto the ſaid *J. H.* to commence and proſecute one or more Suit or Suits, Action or Actions at Law, againſt, or otherwiſe, to ſue, arreſt or implead the ſaid *R. S.* and *F.* his Wife, or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, in any Court or Courts of Record whatſoever, for, touching and concerning the ſaid Copyhold Lands and Tenements aforeſaid, or any Part or Parcel of them, or any the Appurtenances belonging thereunto (any Law, Cuſtom, Uſe or Uſage of or within the ſaid Manor, to the contrary thereof in any wiſe notwithſtanding) provided that ſuch Suit or Suits, Action or Actions to be commenced and proſecuted, be ſo commenced and proſecuted within one Year after the Date hereof, or otherwiſe this Licence to be void and of no Effect. Licence to a Copyholder to ſue touching his Copyhold in any Court of Record.

The like Licence to *R. S.* and *F.* his Wife, to ſue *J. H. mutatis mutandis.*

Precept is to view an Annoyance.

Alſo, They preſent, that whereas a Precept bearing Date the —— Day of —— laſt paſt, was awarded by the ſaid *W. N.* (Steward of the Manor aforeſaid) under his Hand and Seal unto *H. A. T. C. T. G. J. B. A. G. T. E. J. C. H. C. T. A.* cuſtomary Tenants of the ſaid Manor, commanding them, or any ſeven of them, to repair unto the cuſtomary Tenements or Land of *W. D.* one of the cuſtomary Tenants of the ſaid Manor, ſituate and being in *L.* within the ſaid —, then in the Occupation of the ſaid *W. D.* and his Tenants there; and there to view, ſearch and ſee what Damage, Annoyance or Prejudice was there done, committed or made upon the Tenements or Land aforeſaid, by the Tenants of *W. W.* there, by ſtopping the antient Watercourſe, Ditch or Channel, leading from, by or through the ſaid Tenements or Land, or by diverting the ſame out of its right Courſe; and to ſee and ſet out by Marks and Stakes where the ſaid Watercourſe ought to run; and to make a true Return thereof, at or before this Court: Now at this Court the ſaid cuſtomary Tenants have made their Return of

The Return.

the ſaid Precept, in theſe Words following, *viz.* According to the Precept to Us directed, We the cuſtomary Tenants of the Manor of *S.* whoſe Names are hereunto ſubſcribed, have repaired unto the within named Tenements of *W. D.* one of the cuſtomary Tenants of this Manor, and there have viewed and ſeriouſly conſidered of the Damages by the ſtanding Water upon the Ground of the ſaid *W. D.* happening by Reaſon of raiſing and improving the Ground, in the Occupation of the Tenants of the ſaid *W. W.* ſo that the Water cannot have its free antient Courſe, by ſinking into the Ground as formerly, having been looſe, there not having been any Ditch or Channel, to paſs the Water along within the Space of forty Years; according to the Evidence we have received. Witneſs our Hands the —— Day of —— *&c.* Whereupon at this Court the Homage aforeſaid made this Order,

Order, *viz.* Ordered by the Homage, That the Annoyance made upon the ſaid *W. D.*'s Ground, by the Tenants of the ſaid *W. W.* by the Stoppage of Water, be removed by the ſaid *W. W.* within four Months from this —— Day of ——. Order of the Homage thereupon.

Alſo, They preſent, That there is due unto the Lord of the ſaid Manor, for a Tenement, with the Appurtenances, in *H.* in the Occupation of *J. M.* and five Acres of Land in *O.* late belonging to *H. B.* and *E. B.* deceaſed, the Sum or Yearly Rent of 5*s.* 4*d.* which they have apportioned as follows, *viz.* Rent apportioned.

That *J. M.* who now enjoys the ſaid five Acres of Land, ſhall pay for the ſame Yearly the Sum of 3*s.* 4*d.*

And that *R. D.* Eſq; who hath purchaſed the ſaid Tenement, ſhall pay the Yearly Sum of 2*s.*

Alſo, They preſent, That *T. S.* one of the cuſtomary Tenants of the ſaid Manor, who held, *&c.* died before this Court, and ſince the laſt general Court. Death of a Tenant.

1. *Proclamation* was made for the Heirs of the ſaid *T. S.* to come in and take up the Lands to them deſcended. Proclamation.

2. *Proclamation* made for the Heirs of *R. M.* to come in, *&c.*

Alſo, They preſent the Payment of five Pounds of lawful Money of *Great Britain*, by *W. J.* Deputy Reeve of the ſaid Manor, for and in the Behalf of the Copyholders thereof, unto the ſaid Steward, for the Uſe of the Lord of the ſaid Manor, for the Recognition and Acknowledging their Service due unto the ſaid Lord, according to the Cuſtom of the ſaid Manor, expreſſed in the Thirty-ninth Article of the printed Cuſtom-Book. Recognition Money.

Alſo, They preſent *W. M.* and *J. G.* Surveyors of the Hamlet of *W.* for the Year laſt paſt, for breaking up the Common within the ſaid Manor to dig Gravel, and not filling up the Pits made thereby, but leaving the ſame open, to the great Damage of the Copyholders of the ſaid Manor, and contrary to the Cuſtom thereof: Preſentment of an Annoyance.

thereof: Wherefore they do amerce them at 7*s.* 10*d.* a-piece.

The like. *Alſo*, They do preſent *J. B.* and *J. A.* Surveyors of the Hamlet of *L.* for the Year aforeſaid, for the like Offence: Wherefore they do amerce them at 20*s.* a-piece.

Tenant convicted of Felony. *Alſo*, They preſent that *J. S.* one of the cuſtomary Tenants of the ſaid Manor, being ſeiſed of the Moiety of a Tenement in *R.* before this Court, was executed for Felony.

Reeve preſented. *Alſo*, They preſent *S. H.* and *E. G.* two of the cuſtomary Tenants of the ſaid Manor, to the End the Lord of the ſaid Manor ſhould elect and make Choice of one of them to be his Reeve of the ſaid Manor, for the Year now next enſuing.

And now at this Court the ſaid Lord did elect and make Choice of the ſaid *E. G.* to execute the ſaid Office for the Year aforeſaid.

Afferors { *H. N.* / *T. S.* } WE do amerce all Knights, that do owe Suit and Service at this Court, and have made their Default, at 3*s.* a-piece: All Eſquires and Gentlemen, that do owe like Suit and Service, and have made their Default, at 2*s.* 6*d.* a-piece: And all Yeomen, that do owe like Suit and Service, and have made their Default, at 1*s.* 6*d. per* Poll; To the Uſe of the Lord of the ſaid Manor.

And ſo this Court was adjourned, until ——— the ——— of ——— next.

Stenhill,

Stenhill, *otherwiſe* Stanfield *Manor.* } *The View of Frankpledge, holden for the ſaid Manor, at —— within the ſaid Manor, upon —— being the —— Day of —— of —— in the Year of our Lord——before me* W. N. *Eſq; Steward there.*

The Grand Inqueſt for the Lord the King.

Sworn.	Sworn.
J. C.	*W. H.*
R. S.	*A. P.*
E. H.	*T. H.*
R. M.	*J. B.*
J. B.	*L. W.*
J. C.	*J. B.*
W. S.	*N. B.*
H. J.	*P. S.*
W. M.	*T. W.*
R. W.	*T. F.*

AT this Court the Jury ſworn for our Lord the King, at the View of Frankpledge, holden for the ſaid Manor, the —— Day of —— *&c.* according to the Cuſtom of the ſaid Manor, upon their Oaths preſent as follows. Preſentments.

And Firſt, The ſaid Jurors upon their Oath preſent *W. M.* of *L.* within the Juriſdiction of this Court, Mariner, who was ſummoned to appear at the ſaid Court laſt mentioned, to be of the Jury to inquire for the Lord the King and the Lord of this Manor; for making Default, and not appearing according to the ſaid Summons: Wherefore they do amerce him at 1*s.* A Juror not appearing.

Alſo they preſent *T. B.* of *W.* Victualler, for laying Dung and Soil in the common Highway or Street there, within the Juriſdiction, *&c.* whereby Laying Soil in the Highway.

the Common Sewer is ſtopped, and the Water hindred from having its due Courſe, to the like Damage and common Annoyance: Wherefore they do amerce him at 1*s.*

For ſtraitning the Highway.

Alſo they preſent *J. C.* Baker, for ſetting up and continuing three Poſts in the common Highway or Street, before his Door, there within the Juriſdiction, *&c.* whereby the ſame is much ſtraitned and obſtructed, to the like Damage and common Annoyance: Wherefore they do amerce him at 10*s.*

Breaking up the Common.

Alſo they preſent *R. B.* of *H.* for breaking up the Common or Waſte-Ground belonging to this Manor upon *M.* near unto the Windmill, within the Juriſdiction, *&c.* and for carrying away the Soil thereof, to the like Damage and common Annoyance: Wherefore they do amerce him at 1*s.*

Incroachment.

Alſo they preſent *N. W.* of *L.* aforeſaid, for an Incroachment and common Nuſance, by erecting and ſetting up a Houſe or Building uſed for a Brewhouſe, upon the Waſte-Ground or common Footway, leading from *B.* towards *L.* within the Juriſdiction, *&c.* whereby the ſaid Way is much ſtraitned, to the like Damage and common Annoyance: Wherefore they do amerce him at 10*l.*

Surveyor of the Highway, for not opening a Trunk.

Alſo they preſent *F. D.* one of the Surveyors of the common Highways of the Pariſh of *W.* within the Juriſdiction, *&c.* for not opening the Trunk or Hulve that ſhould convey the Water into the Common Sewer in *C.* Lane, in *W.* aforeſaid, but ſuffering it to be ſtopped, to the like Damage and common Annoyance, *&c.* Wherefore they do amerce him at 2*s.* 6*d.*

For not repairing a Bridge.

Alſo they preſent *N. T.* of *M.* within the Juriſdiction, *&c.* for not repairing and amending a wooden Bridge leading over a Ditch, in the common Highway or Foot-path, leading from *M.* aforeſaid, towards *S.* which by him ought to be repaired and amended, to the great Damage and common Annoyance, *&c.* Wherefore they do amerce him at 10*s.*

Alſo

Alſo they preſent *R. M.* of *H.* who commonly buys and ſells Commodities and Wares by Weight, within the Juriſdiction of this Court, for refuſing to produce and ſhew forth his Weights, by which he doth ſo buy and ſell the ſame, unto *T. B.* and *G. R.* the Aleconners of the ſaid Manor for the Year laſt paſt, that the ſame might be tried and proved, whether true or no, to the like Damage and common Annoyance: For which they do amerce him at 3*s.* 3*d.* For not producing Weights to the Aleconners.

Alſo they preſent *J. H.* for ſtopping up the Common Sewer or Water-courſe, before or near five Tenements of his there, on the South-Side of the Way, leading from *M.* to *S.* which ought to be kept open, whereby the Paſſage of the Water is there obſtructed, and the common Highway much prejudiced, to the like Damage, *&c.* Wherefore (if he do not open and cleanſe the ſame, before the —— Day of —— next) they amerce him at 1*l.* 1*s.* For Stopping the Common Sewer.

Alſo they preſent *W. C.* of *L.* for keeping Hogs in *L.* aforeſaid, within the Juriſdiction of this Court, to the great Damage and common Annoyance of the Inhabitants there dwelling, and of all other the King's Subjects paſſing that Way: Wherefore they amerce him at 10*s.* Keeping Hogs.

Alſo they preſent *W. M.* of *R.* for not paving and amending the common Highway or Street before his Door, in *R.* aforeſaid, within the Juriſdiction, *&c.* to the like Damage and common Annoyance: Wherefore they amerce him at 2*s.* 6*d.* Not Paving.

Alſo they preſent *J. G.* for the like Offence there: Wherefore they amerce him at 7*s.* 6*d.* The like.

Alſo they preſent *R. B.* of *W.* for not Cleanſing and Scowering the Ditch by a Field called *C.* within the Juriſdiction, *&c.* which by him ought to be ſcowered and cleanſed, to the like Damage and common Annoyance: Wherefore they amerce him at 10*s.* Not Cleanſing a Ditch.

Alſo they preſent *H. P.* of the *H.* in *W.* aforeſaid, within the Juriſdiction, *&c.* Brewer, for making and brewing unwholeſome and muſty Beer, and ſelling and vending fourteen Barrels of the ſame, to *S. B.* Victu- For ſelling unwholeſome Beer.

aller, to the like Damage and common Annoyance: For which Offence they do amerce him at 1 *l.*

Bakers selling light Bread.

Alſo they preſent the ſeveral Perſons hereafter named (being Bakers) for breaking the Aſſize in making light Bread, and ſelling the ſame within the Juriſdiction of this Court, to the like Damage, *&c.* Wherefore they do amerce them ſeverally, for their ſeveral Defaults and Offences, as follows; *viz.*

W. M. for the firſt Default, wanting 2 Ounces, —— 10 *s.*
for the ſecond Default, wanting 1 Oz. —— 5 *s.*
for the third Default, wanting 1 Oz. —— 5 *s.*
R. S. for five ſeveral Defaults, wanting 7 Oz. —— 35 *s.*
R. for the firſt Default, wanting 1 Oz. & ½, —— 7 *s.* 6 *d.*

T. C. Conſtable, —— Sworn.

J. J. } Headboroughs, —— Sworn.
R. R. }

R. N. } Aleconners, —— Sworn.
R. D. }

A Hun-

A Hundred Court Leet and Court Baron, held together after another Manner.

Hundred of *A.* and Manor of *B.* } *The Court Leet and View of Frankpledge, with the Court Baron of the Right Honourable* Tho. *Lord* A. *Baron of* W. *in the County of* W. *held there on the 24th Day of* April *in the Year of our Lord* 1764. *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith, &c. Before* G. J. *Gent. Steward there.*

BAiliff, *R. B.* appeared.
Conſtable, *David S.* came to execute his Office, and was ſworn to preſent.

L. *Thomas F.* Tithingman there, came and gave to the Lord for Rent due to this Day, 6*s.* 8*d.* and was ſworn to preſent.

M. *John L.* Tithingman there, came and gave to the Lord for Rent due to this Day, 6*s.* 8*d.* and was ſworn to preſent.

N. *Henry B.* Tithingman there, came and gave to the Lord for Rent due to this Day, 5*s.* 8*d.* and was ſworn to preſent.

O. *Abraham M.* Tithingman there, came and gave to the Lord for Rent due to this Day, 5*s.* and was ſworn to preſent, *&c.*

Jurors for our Lord the King.		Homage.	
John B.	Sworn.	*William S.*	Sworn.
Thomas S.		*Francis B.*	
John S.		*Thomas R.*	
Thomas F.		*Henry W.*	
Abraham P.		*John A.*	
William M.		*Alexander S.*	
Thomas R.		*Henry W.*	
Henry S.		*Walter H.*	
John S.		*Richard D.*	
Thomas M.		*Robert C.*	
Philip A.		*William S.*	
George A.		*John H.*	

Reſients not appearing.

The Jurors aforeſaid, upon their Oath ſay, That ——— are Reſients within the Juriſdiction of this View of Frankpledge, and owe Suit of Court, and at this Day made Default: Therefore each of them, in Mercy, 3*d.*

Freeholders not appearing.

The ſaid Homage, upon their Oath preſent, That ——— are Freehold Tenants of this Manor, and owe Suit of Court, and at this Day made Default: Therefore each of them in Mercy, 12*d.*

Copyholders not appearing.

Alſo they preſent, That ——— are cuſtomary Tenants of this Manor, and owe Suit of Court, and at this Day made Default: Therefore each of them, in Mercy, 6*d.*

Alſo

Alſo they preſent to the Office of Conſtable for the Year enſuing, *G. H. Y. W.* and *R. M.* Of whom the ſaid *R. M.* is choſen by the Court, and ſworn. Conſtable choſen.

Alſo they preſent to the Office of Conſtable for the Year enſuing, *J. L. S. W.* and *John S.* Of whom the ſaid *John S.* is choſen by the Court, who came not here into Court to take the ſaid Office upon him: He is therefore commanded to take his Oath before one of his Majeſty's Juſtices of the Peace, to execute the ſaid Office for the Year enſuing, within ten Days now next enſuing, under the Penalty of 10*l.* Conſtable choſen not appearing to be ſworn before a Juſtice of Peace.

L. *Alſo* they preſent *Thomas F.* to the Office of Tithingman there for the Year enſuing; and he is ſworn. Tithingmen choſen.

M. *Alſo* they preſent to the Office of Tithingman there for the Year enſuing, *John L.* and he is ſworn. Tithingman continued.

N. *Alſo* they preſent to the Office of Tithingman there for the Year enſuing, *John C.* who by Leave of the Court puts in his Place *Stephen T.* and he is ſworn. Tithingman choſen, and another Perſon to ſerve in his Stead.

O. *Alſo* they preſent to the Office of Tithingman there *George L.* and he is ſworn. Tithingman choſen.

Alſo they preſent, That the Highway leading from the great Bridge to the upper End of *P.* Street, is out of Repair: It is therefore commanded, that the ſaid Highway be repaired by the ſeveral Perſons bound to do the ſame, before the Twenty-fourth Day of *June* next enſuing, under the Penalty of 20*s.* Highways out of Repair.

Alſo they preſent, That *Thomas B.* obſtructed the Water-courſe againſt the Land of *John L.* at a Place called *S.* to the Damage of the ſaid *John:* It is therefore commanded, that the ſaid *Thomas* remove the ſaid Obſtruction within twenty Days now next enſuing, under the Penalty 13*s.* 4*d.* Water-Courſe obſtructed.

Alſo they preſent, That the Water running in the Rivulet, which comes from a Place called *D.* ought to run by the antient Courſe between the Meadow called *M.* and the Land of *John C.* and not otherways. Water-Courſe turned.

Hedges out of Repair and not amended, tho' preſented at the laſt Court.

Alſo they preſent, That *William M.* of, &c. has not yet repaired his Hedge at *M.* againſt the Land of *Thomas B.* as at the laſt Court he was commanded: He has therefore forfeited the Penalty ſet on him at the laſt Court, *viz.* 20*s.* and he is now commanded well and ſufficiently to amend his ſaid Hedge within three Weeks next enſuing, under the farther Penalty of 20*s.*

Mill out of Repair.

Alſo they preſent, That the Mill of *Joan D.* is out of Repair, and ought to be repaired: She is commanded ſufficiently to repair and amend her ſaid Mill within three Months now next enſuing, under the Penalty of 30*s.*

Lord's Waſte.

Alſo they preſent, That the Common at *H.* adjoining to the Mill called *N.* is the Lord's Waſte, and that the Houſe there lately built ſtands upon the ſaid Waſte.

Death of a Tenant.

Alſo they preſent, That *T. W.* who held of the Lord for Term of his Life, by Copy of the Rolls of the Court of the ſaid Manor, one Meſuage, with the Appurtenances within the ſaid Manor, died ſince the laſt Court; whereupon there fell to the Lord a Heriot, 3*l.* 6*s.* 8*d.* and that *Anne* his Widow is the next Tenant thereof, for the Term of her Widowhood, according to the Cuſtom of the ſaid Manor: Who came not to make her Claim thereof; therefore Day is given her at the next Court.

Next Tenant to appear at the next Court to be admitted.

Death of a Tenant.

Alſo they preſent, That *John L.* who held of the Lord for Term of his Life, by Copy of the Rolls of the Court of the ſaid Manor, one Tenement with the Appurtenances within the ſaid Manor, died ſince the laſt Court; whereupon there fell to the Lord a Heriot, 30*s.* paid; and that *John* his Son is next Tenant thereof, for Term of his Life, according to the Cuſtom of the ſaid Manor: Who comes, and thereupon makes his Claim, and prays that he may be admitted Tenant, which is granted to him; and he is admitted and did his Fealty to the Lord.

Next Tenant admitted.

Admittance of a ſecond Life.

At this Court came *Thomas T.* and claimed to hold for Term of his Life, by two ſeveral Copies of the Rolls

Rolls of the Court of the ſaid Manor, bearing Date, *&c.* one Meſuage, one Rood of Land, and alſo Half a Rood of Land with the Appurtenances, within the Manor aforeſaid, late in the Tenure of *Richard L.* his Brother deceaſed; and prays to be admitted Tenant, which is granted to him, and he is admitted, and did his Fealty to the Lord.

Be it remembred, That on the ſecond Day of *March*, &c. at *S. Thomas B.* of, *&c.* who claims to hold for Term of his Life, by Copy of the Rolls of the Court of the ſaid Manor, bearing Date, *&c.* (among other Things) one Cloſe, *&c.* with the Appurtenances, within the Manor aforeſaid, now in the Tenure of the ſaid *Thomas*, came before me *G. J.* Gent. Steward of the ſaid Manor (in the Preſence of *Luke H.* and *George B.* two cuſtomary Tenants of the ſaid Manor) and ſurrendred into the Hands of the Lord, the ſaid Cloſe, with the Appurtenances, and All the Eſtate, Right, Intereſt, Poſſeſſion, Claim and Demand of the ſaid *Thomas A.* that the Lord might thereupon do his Will. Surrender out of Court.

At this Court came *Robert B.* of *H.* in the Pariſh of *T.* in the County of *W.* Yeoman, by Virtue of a Letter or Warrant of Attorney in Writing, bearing Date the 21ſt Day of this preſent Month of *April*, and made by *Richard T.* of *G.* within the Manor aforeſaid, and now ſhewn in Court, which ſaid *Richard T.* claims to hold for Term of his Life, and of the Life of *Robert* his Son, by Copy of the Rolls of the Court of the ſaid Manor, bearing Date, *&c.* one Cloſe of Land called *S.* containing by Eſtimation one Acre, one Meadow called *L.* containing Half an Acre, one ſmall Meadow called *B.* containing Half an Acre, with the Willowbed adjoining to a certain Cloſe, now or late of *John V.* containing by Eſtimation ten Perches of Land, and twenty Acres of Land lying in the Common Fields of *B.* (either more or leſs); as alſo one Cloſe of Paſture called *H.* containing by Eſtimation one Acre and Half an Acre, formerly Parcel of the Tenement of *John G.* and alſo one Cloſe of Meadow called *C.* containing by Eſtimation three Acres, now A Surrender by Attorney, and a new Grant upon it.

or

or late Parcel of *George H.* with all their Appurtenances; All and ſingular which ſaid Premiſſes, and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand, as well of the ſaid *Richard T.* as of the ſaid *Robert* his Son, (together with the ſaid Copy to be cancelled) the ſaid *Richard T.* being ſole Purchaſer of the ſaid Premiſſes, the ſaid *Robert B.* for and in the Name of the ſaid *Richard T.* in the ſaid Court, ſurrendred into the Hands of the Lord, that the Lord might thereupon do his Will; whereupon there fell to the Lord a Heriot, which is included in the underwritten Fine, upon which in the ſame Court the ſaid *Richard T.* came again by the ſaid *Robert B.* his ſaid Attorney, and took anew of the Lord in the ſame Court, by the Delivery by the ſaid Steward, all and ſingular the ſaid Cloſe and Premiſſes aforeſaid, with all and ſingular their Appurtenances; To have and to hold the Cloſe and Premiſſes aforeſaid, with all and ſingular the Appurtenances to the ſaid *Richard T.* as alſo to the ſaid *Robert* his Son, and to *Jane*, Daughter of the ſaid *Robert*, for the Term of their Lives and of the Life of the longer Liver of them, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent therefore of 10*s.* by the Year, and one Heriot, when it ſhall happen; and by all other Rents, Charges, Works, Suits, Cuſtoms and Services, therefore firſt due and of Right accuſtomed; and for ſuch Eſtate and Entry, ſo to be had in the ſaid Premiſſes, the ſaid *Richard T.* gives to the Lord for a Fine 40*l.* in Hand paid; and ſo by the ſaid *Robert B.* his Attorney, he is thereupon admitted Tenant; but his Fealty and the Fealty of the others are reſpited until, *&c.*

A Tenant in Right of his Wife is admitted, ſurrenders and takes a new Eſtate.

At this Court comes *John L.* and in Right of *Anne* his Wife claims to hold for Term of the Life of the ſaid *Anne*, by Copy of the Rolls of the Court of the ſaid Manor, bearing Date, *&c.* one Meſuage, *&c.* lying in *C.* within the ſaid Manor, late in the Tenure of *Grace H.* deceaſed, and in Right of his ſaid Wife prays to be thereof admitted Tenant, which is granted to him, and he is admitted, *&c.* And afterwards in

the ſame Court the ſaid *John L.* and *Anne* his Wife come, and the ſaid *John* and *Anne* (the ſaid *Anne* being firſt ſolely and ſecretedly examined by the Steward) ſurrender in Court into the Hands of the Lord the ſaid Meſuage or Tenement aforeſaid, with all and ſingular their Appurtenances, and all the Eſtate, Title, Intereſt, Poſſeſſion, Claim and Demand, of them and each of them, of and in the ſaid Premiſſes, that the Lord may thereupon do his Will; whereupon there fall to the Lord two Heriots, which are included in the underwritten Fine; upon which in this ſame Court the ſaid *Anne* comes again, and by the Aſſent of her ſaid Huſband takes of the Lord in the ſaid Court the Meſuage or Tenement aforeſaid, with all and ſingular their Appurtenances; To have and to hold the ſaid Meſuage or Tenement, with all and ſingular the Appurtenances, to the ſaid *Anne*, and alſo to *John L.* her Son for the Term of their Lives, and of the Life of the longer Liver of them, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent therefore of 16*s.* by the Year, and two Heriots when they ſhall happen, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services thereupon firſt due and of Right accuſtomed; And for ſuch Eſtate and Entry ſo to be had in the Premiſſes, the ſaid *Anne L.* gives to the Lord for a Fine 72*l.* in Hand paid; and ſo the ſaid *John L.* the Huſband of the ſaid *Anne*, in Right of his ſaid Wife, is thereof admitted Tenant, and did his Fealty to the Lord; but the Fealty of the others is reſpited until, *&c.*

Surrender and new Grant with a Licence to Leaſe.

At this Court came *Edward T.* who claimed to hold for Term of his Life, and for the Lives of *Edward* and *Elizabeth* his Son and Daughter, by Copy of the Rolls of the Court of the ſaid Manor, bearing Date, *&c.* one Cloſe of Paſture called *S.* containing by Eſtimation 26 Acres (either more or leſs) with the Dwelling-Houſe erected upon the ſaid Cloſe, with the Appurtenances within the Manor aforeſaid; and the ſaid *Edward T.* the Father (being ſole Purchaſer of the ſaid Premiſſes) ſurrendred in Court into the Hands of the Lord,

Lord, that the Lord might thereupon do his Will, all and ſingular the ſaid Premiſſes, and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand, as well of the ſaid *Edward* the Father, as of the ſaid *Edward* and *Elizabeth* his Son and Daughter, and of each of them (together with the Copy thereupon made to be cancelled) whereupon there fell to the Lord a Heriot which is included in the underwritten Fine; upon which, in this ſame Court the ſaid *Edward* the Father and *Edward* the Son, came and took of the Lord in the ſaid Court all and ſingular the ſaid Premiſſes, with their Appurtenances; To have and to hold all and ſingular the ſaid Premiſſes, with the Appurtenances, to the ſaid *Edward* the Father and *Edward* his Son, as alſo to *Mary T.* Daughter of the ſaid *Edward* the Son, for Term of their Lives and of the Life of the longer Liver of them, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent therefore of 12*s.* by the Year, and one Heriot when it ſhall happen, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services therefore due and of Right accuſtomed: And for ſuch Eſtate and Entry ſo to be had in the Premiſſes, the ſaid *Edward T.* the Father, and *Edward* his Son, give to the Lord for a Fine 25*l.* in Hand paid, and ſo the ſaid *Edward* the Father is admitted Tenant, and did his Fealty to the Lord, but the Fealty of the ſaid *Edward*, the Son, and of *Mary T.* are reſpited until, &c. And further, Licence is granted to the ſaid *Edward* the Father and *Edward* his Son, to Demiſe the ſaid two Cloſes called *S.* with the Appurtenances, to *John G.* of *T.* in the County of *W.* Yeoman, his Executors, Adminiſtrators and Aſſigns, for the Term of 21 Years now next enſuing, if the ſaid *Edward T.* the Father, *Edward* the Son and *Mary T.* or either of them, ſhall ſo long live, ſo that the Houſe, Hedges, Ditches, and other Fences, be from Time to Time well and ſufficiently repaired and incloſed, and the Rents, Charges, Works, Suits, Cuſtoms and Services, thereupon due to the Lord, well and ſufficiently rendered

rendered and paid; otherwiſe this Licence ſhall be void.

Unto this Court came *R. N.* and *A.* his Wife, which ſaid *R. N.* held of the Lord of the Manor aforeſaid, in Right of the ſaid *A.* for Term of her Life, according to the Cuſtom of the ſaid Manor, by Copy of Court-Roll, bearing Date, *&c.* one Meſuage and Half Yard-Land, with the Appurtenances, lying in *G.* within the Manor aforeſaid. And the ſaid *R. N.* and *A.* (the ſaid *A.* being firſt ſecretly examined) in the aforeſaid full Court ſurrendred into the Hands of the Lord of the Manor aforeſaid the aforeſaid Meſuage and Half Yard-Land, with the Appurtenances, together with all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand of them the ſaid *R. N.* and *A.* to the Intent the ſaid Lord may do therewith his Will; upon which there fell to the Lord one Heriot, which is included in the Fine following: Whereupon cometh *R. N.* Son of the aforeſaid *R. N.* and doth take of the ſaid Lord in the aforeſaid full Court the aforeſaid Meſuage and Half Yard-Land, with the Appurtenances; To have and to hold the aforeſaid Meſuage and Half Yard-Land, with all and ſingular the Appurtenances, unto the aforeſaid *R. N.* and *E. N.* and *M. N.* Brother and Siſter of the ſaid *R. N.* for Term of their Lives and the Life of either of them longeſt living ſucceſſively, according to the Cuſtom of the ſaid Manor, by the Rent therefore by the Year of 12*s.* one Cock and two Hens, and by all other Rents, Cuſtoms, Suits and Services, therefore due and of Right accuſtomed: And for ſuch Eſtate ſo had in the Premiſſes as aforeſaid, the ſaid *R. N.* doth give unto the ſaid Lord for a Fine 120*l.* in the Hand paid; and ſo the aforeſaid *R. N.* is admitted Tenant, and his Fealty is reſpited becauſe he is within Age.

A Surrender and new Grant.

A Court

A Court Leet of a Manor, held by a Deputy Steward for a Guardian.

Manor of *A.* } *The Court of View of Frankpledge, of* W. A. *the Elder, Esq; Father and Guardian of* W. A. *the Younger, Esq; Lord of the said Manor, held there for the said Manor on the 23d Day of* October *in the Year of our Lord* 1764, *and in the fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith, &c. before* W. S. *Gent. Deputy of* T. E. *Esq; Steward there.*

Essoins. —— At this Day Essoins, as appear afterwards.

Juries in Assize. At this Day no Juries in Assize.

Tithingman. *John S.* Tithingman there came and was sworn to present.

Tithingman

Tithingman chosen. *John S.* is chosen into the Office of Tithingman for the Year ensuing, who by Leave of the Court hath put in his Place *W. O.* who took his Oath for the due Execution of the said Office.

Or if continued. The said *John S.* is continued in the Office of Tithingman for the Year ensuing, and took his Oath for the due Execution of that Office.

Jurors for our Lord the King.

John S.		*Robert H.*	
John P.		*William C.*	
Richard D.		*John K.*	
William T.	Sworn.	*David B.*	Sworn.
Roger H.		*Thomas R.*	
John J.		*John T.*	
George G.		*William H.*	

WHO being charged and sworn, upon Articles touching the said Court, upon their Oath say, That————are Resients within the Jurisdiction of this Court, and owe Suit of Court, and at this Day made Default; therefore each of them in Mercy 3*d.* Resients. Mercy.

~~And they further present~~, That *Richard D. Abraham P.* and *Henry W.* dug Earth in the Highway leading to *P.* to the Damage of the said Way, and Prejudice of all People passing there; and it is Ordered, that they repair the said Way, before the next Court to be held for the said Manor, under the Penalty on each of them making Default, to forfeit 20*s.* Digging in the Highway. Penalty.

And they further present, That *John F.* dug Earth in the Highway leading to *B.* It is ordered, that he ~~amend~~ the said Way before the next Court, under the Penalty of 10*s.* Penalty.

And

And they further preſent, That the Highway leading from the Bridge to *G.* Gate is out of Repair; It is ordered, that the ſaid Highway be repaired by the ſeveral Perſons bound to do the ſame before the 25th Day of *December* next enſuing, under the Penalty on making Default to forfeit 6*s.* 8*d.*

Penalty.

And they further preſent, That the Floodgate in the Water-courſe belonging to *John C.* is out of Repair; It is ordered, that the ſaid Floodgate be well and ſufficiently repaired by the ſaid *John C.* before the 25th Day of *December* next enſuing, under the Penalty on making Default, to forfeit 13*s.* 4*d.*

Penalty.

Alſo they preſent, *A. W.* for obſtructing a certain Water-courſe near the Corner of his Houſe, to the Damage of the Foot-way leading to *C.* and in Default of not amending the ſame before, &c. next enſuing, they amerce him to 13*s.* 4*d.*

Penalty.

And that all other Things are well.

Affeerers { *Abraham P.* / *Andrew R.* } Sworn.

A Hundred

A Hundred Court Leet, with ſeveral Preſentments of Treaſons, Felonies, Forfeitures, Eſcheats, &c.

Hundred of *B.* and Manor of *B.* } *The View of Frankpledge of Sir* Edward H. *Knt. held there on the 25th Day of* April *in the Year of our Lord* 1764, *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* W. A. *Eſq; Steward there.*

BAiliff *H. A.*

Conſtable *Abraham B.* came to execute his Office, and was ſworn to preſent.

A. *John L.* Tithingman there, came and gave to the Lord for Rent due to this Day 6*s.* 8*d.* and was ſworn to preſent.

B. *Thomas A.* Tithingman there, came and gave to the Lord for Rent due to this Day 4*s.* and was ſworn to preſent.

The like of the other Tithings.

Jurors for our Lord the King.

John S.	Sworn.	*John H.*	Sworn.
Andrew B.		*John F.*	
William S.		*George D.*	
Andrew S.		*David B.*	
John P.		*William S.*	
Laurence S.		*John B.*	
John B.			

In the firſt Place the ſaid Jury ſay upon their Oath, That *John* $R.^{3d.}$ *Richard* $R.^{3d.}$ and *John* $W.^{3d.}$ &c. are Reſients within the Precincts of the ſaid View of Frankpledge, and at this Day made Default; therefore each of them in Mercy, as appears above over their reſpective Names.

Conſtable choſen.

Alſo they preſent, That *E. J.* is choſen at this Court by the ſaid Jurors, into the Office of Conſtable for the Year enſuing, and he is ſworn to execute the ſaid Office.

Tithingman choſen.

Alſo, That *John L.* is choſen at this Court by the ſaid Jurors, into the Office of Tithingman there for the Year enſuing, and is alſo ſworn to execute the ſaid Office.

Preſentment of Petty Treaſon.

Alſo the ſaid Jurors upon their Oath ſay and preſent, That *A. B.* of, &c. at *S.* within the Juriſdiction of this Court of our ſaid Lord the King, Coined twenty Pieces of Silver Money, called Shillings, and forty Pieces of Silver Money, called Half-Crowns, falſly and felonioufly (Letters Patent of our ſaid Lord the King not being firſt obtained) againſt the Peace of our ſaid Lord the King, his Crown and Dignity, and againſt the Form of the Statute in ſuch Caſe provided.

Alſo

Alſo they preſent, That one *A. B. &c.* Gent. on the —— Day of, *&c.* at *C.* within the Juriſdiction of this Court, and with Force and Arms, *&c.* wilfully and feloniouſly (of his Malice aforethought) burnt and with Fire deſtroyed the Dwelling-Houſe of one *E. F.* againſt the Peace, *&c.* and againſt the Form of the Statute in that Caſe made and provided; the Bailiff is therefore commanded to ſeiſe all their Lands and Tenements, Goods and Chattels, that he may anſwer for the ſame to the Lord of this Manor. Of Felony for burning Houſes.

Alſo they preſent, That *A. B.* of *S.* aforeſaid, Yeoman, on the —— Day, *&c.* at *S.* aforeſaid, within the Juriſdiction of this Court, counſelled, ſet on, aided and abetted one *C. D.* feloniouſly to ſteal, take and lead away one black Cow, *&c.* of the Chattels of one, *&c.* of the Price, *&c.* by Means of which counſelling, ſetting on, aiding and abetting, the ſaid *C. D.* on the —— Day of, *&c.* feloniouſly ſtole, took and led away the ſaid black Cow, *&c.* Acceſſary.

Alſo they preſent, That one *J. H.* of *J.* aforeſaid, Yeoman, on the —— Day, *&c.* at *A.* within the Juriſdiction of this Court, with Force and Arms, *&c.* wilfully and feloniouſly, of his Malice aforethought, burnt the Houſe of one *J. S.* againſt the Peace of our Lord the King; the Bailiff is therefore commanded to ſeiſe all his Lands and Tenements, Goods and Chattels, ſo that he may anſwer for the ſame to the Lord of this Manor. Felony for burning a Houſe.

Alſo they preſent, That *A. B.* of *J.* aforeſaid, Yeoman, on the —— Day, *&c.* at *J.* aforeſaid, within the Juriſdiction of this Court, broke and entred the Cloſe and Houſe of one, *&c.* and upon one *Katherine*, &c. Daughter, *&c.* in the Peace of God and our Lord the King being, made an Aſſault, and then and there with Force and Arms againſt her Will raviſhed her, and carnally knew her, contrary to the Peace, *&c.* Rape.

Alſo they preſent, That *C. D.* of, *&c.* on the —— Day, *&c.* at *J.* within the Juriſdiction of this Court, about the Hour of Nine in the Night of the ſame Day, feloniouſly broke and entred the Dwelling- Burglary.

Houſe of one, &c. with Intent to rob the ſaid, &c. and feloniouſly took and carried away one Gold Cup, of the Goods and Chattels of the ſaid, &c. of the Value of, &c. then and there being in the ſaid Dwelling-Houſe, contrary to the Peace, &c.

Robbery on the Highway.

Alſo they preſent, That *T. F.* of, &c. Labourer, on the —— Day, &c. at *B.* within the Juriſdiction of this Court, with Force and Arms, and againſt the Peace, &c. at, &c. within the Juriſdiction of this Court in the King's Highway, there made an Aſſault upon one *T. B.* in the Peace of God and our Lord the King being, and then and there robbed the ſaid *T. B.* and twenty Shillings of the Goods and Chattels of the ſaid *T.* then and there being in his Pocket, from the Perſon of the ſaid *T.* feloniouſly took and carried away againſt the Peace of our Lord the King, his Crown and Dignity, &c.

Hue and Cry after a Felon not purſued, Town amerced.

Alſo they preſent, That the ſaid *T. B.* being robbed, raiſed great Hue and Cry, and freſhly purſued the ſaid *F. F.* as a Felon on the ſame Day and Year, from the Place where he was ſo robbed to the Town of, &c. and that none of the Inhabitants there purſued the ſaid Felon upon the ſaid Hue and Cry, and ſo the ſaid Felon eſcaped, in Contempt of our Lord the King, and contrary to the Form of the Statute in ſuch Caſe made and provided; therefore the ſaid Town of, &c. in Mercy, &c.

Fugitive.

Alſo they preſent, That *E. L.* of, &c. Yeoman, on the —— Day, &c. at *B.* within the Juriſdiction of this Court, a certain white Gelding of the Price, &c. of the Goods and Chattels of one, &c. in the Common Field there being, feloniouſly ſtole, took and led away; and that the ſaid *E. L.* for the ſaid Felony withdrew himſelf and fled; the Bailiff is therefore commanded to ſeiſe two Cows of the Goods and Chattels of the ſaid *E. L.* as an Eſcheat and Forfeiture to the Lord, and that they be kept ſafely to the Uſe of the Lord, &c. or to the Uſe of the King.

Reſcue.

Alſo they preſent, That one *B. R.* of *J.* aforeſaid, Yeoman, was taken and arreſted upon Suſpicion of a certain

certain Felony, and put into the Stocks, and that one *J. F.* of *J.* aforeſaid, with Force and Arms felonioufly broke the ſaid Stocks, and then and there permitted the ſaid *B. R.* to eſcape and go at large, contrary to the Peace, *&c.* the Bailiff is therefore commanded, *&c.* as before.

Alſo they preſent, That *T. J.* of, *&c.* Yeoman, on the —— Day, *&c.* at *J.* within the Juriſdiction of this Court, one Calf of the Price of, *&c.* of the Goods and Chattels of one *J. B.* then and there found, feloniouſly took and carried away, and that *W. B.* Bailiff of the ſaid Manor on the ——— Day, *&c.* at *J.* aforeſaid, arreſted the ſaid *T. J.* upon Suſpicion of the ſaid Felony, and that *W. F.* of *J.* aforeſaid Labourer, with Force and Arms at *J.* aforeſaid, on the ſaid Day and Year, made an Aſſault on the ſaid *W. B.* in the Peace of God and our Lord the King being, and the ſaid *T. H.* then and there in the Cuſtody of the ſaid *W.* feloniouſly took away, reſcued and permitted to go at large, contrary to the Peace, *&c.* the Bailiff is therefore commanded as before. Felon reſcued.

Alſo they preſent, That *A. B.* of, *&c.* on the —— Day, *&c.* at *J.* within the Juriſdiction of this Court, about the Hour of One in the Night of the ſame Day, broke and entred a certain Dovehouſe of one, *&c.* and forty Pigeons of the Price, *&c.* of the Goods and Chattels of the ſaid, *&c.* from the Houſe of the ſaid, *&c.* feloniouſly took and carried away, contrary to the Peace, *&c.* Therefore, *&c.* Robbing a Pigeon-Houſe.

Alſo they preſent, That one *J. L.* of, *&c.* on the —— Day, *&c.* at *J.* within the Juriſdiction of this Court, about the Hour of Eleven in the Night of the ſame Day, broke and entred a certain Trunk of, *&c.* and ten Fiſhes, called Pykes, of the Price, *&c.* of the Goods and Chattels of the ſaid, *&c.* from the Trunk of the ſaid, *&c.* then and there feloniouſly took and carried away, contrary to the Peace, *&c.* Therefore, *&c.* Stealing Fiſh out of Trunk.

Alſo they preſent, That *P. J.* of, *&c.* on the —— Day, *&c.* broke and entred the Cloſe of one, *&c.* Petit Larceny.

at, &c. and one Towel of the Price of 6*d.* of the Goods and Chattels of the ſaid, &c. then and there found, feloniouſly took and carried away: The Bailiff is therefore commanded to ſeize all his Goods and Chattels into the Hands of the Lord.

Goods waived.

Alſo they preſent, That one *M. S.* came within the Juriſdiction of this View of Frankpledge, and brought here certain Goods and Chattels which ſhe had ſtole, to wit, one Shift, one Petticoat, and one Shirt, of the Value of 20*s.* and not more: All which Things were brought here by the ſaid *M.* And the ſaid *M.* here, within the Juriſdiction of this Manor, waived and left them, and fled away, by which the ſaid Goods and Chattels belong to the Lord of this Manor; upon which the Bailiff is commanded to ſeiſe them, as eſcheated and forfeited to the Lord; and he did ſo; and the ſaid Goods and Chattels were delivered to the Lord in this Court.

An Eſtray of a Horſe.

Alſo they preſent upon their Oath, That on the Twentieth Day of *March* in the Thirteenth Year of the Reign of our Sovereign Lord *George* the Second, now King of *Great Britain*, &c. a Grey Horſe came into the ſaid Lordſhip as an Eſtray, and remains in the Cuſtody of *T. D.* to be proclaimed.

Eſtray of a Colt.

Alſo they preſent, That a Colt of a Bay Colour, of Four Years old or more, came within the ſaid Lordſhip as an Eſtray, on the Ninth Day of *September* in the Twelfth Year of the Reign of our ſaid Lord the King, of the Value of 35*s.* and remained in Cuſtody of the Bailiff by the Space of a Year and a Day, after three Proclamations on three ſeveral Days made, according to the Form of the Statute: Therefore the Property of the ſaid Colt is in the Lord of the Manor.

Property in the Lord, after a Year and a Day.

Affray.

Alſo they preſent, That *J. S.* made an Affray within the Juriſdiction of this Court, and drew Blood: Therefore he is in Mercy 6*s.* 8*d.*

Wounding with a Sword.

Alſo they preſent, That as one *A. B.* Servant of *G. H.* Bailiff of the Lord, was driving certain Cattle of one *R. G.* to the Pound of the Lord, to be there impounded, one *E. P.* came with great Violence into the ſaid

ſaid Pound with a Sword of the Value of 10*s.* and then and there ſtruck the ſaid *A. B.* upon his Head with the ſaid Sword, and ſo drew Blood from the ſaid *A. B.* by Occaſion of which Blow the ſaid *A. B.* fell to the Ground as dead: Therefore the ſaid *E. P.* is in Mercy, and is affeered by the chief Pledge to 5*s.*

Alſo they preſent, That *A. B.* Widow, is a common Harbourer and Entertainer of Whores and Women of evil Fame and Converſation, to the Annoyance of her Neighbours: Therefore ſhe is amerced 20*s.* Entertaining lewd Women.

Alſo they preſent, That *Richard P.* is a common Drunkard: Therefore he is in Mercy 1*s.* Drunkard,

Alſo they preſent, That *Henry S.* is a common Ale-houſe-Keeper, and permits Diſorders in his Houſe, contrary to the Statute: He is therefore in Mercy 10*s.* Keeping a diſorderly Houſe.

Alſo they preſent *Edward T.* for a common Tippler: He is therefore in Mercy 3*s.* 4*d.* A common Tippler.

Alſo they preſent, That *W. G.* is Conſtable, and is not here at the View of Frankpledge, to preſent what belongs to that Office, but made Default: Therefore he is in Mercy 6*s.* 8*d.* Conſtable not appearing in Court amerced.

Alſo they preſent, That *B. R.* and *C. D.* are Ale-conners, and are not here at this View of Frankpledge, to preſent that which to their Office belongs, but have made Default: Therefore each of them in Mercy 3*s.* 4*d.* Aleconners not appearing.

Alſo they preſent, That the common Way leading by the Field called *P.* Field, is a common Horſeway, and ſo has been uſed Time out of Mind; and that the Gate and Bridge being beyond the great Bridge ought to be maintained and kept in Repair by the Tenants of the Land, and now are not: It is therefore commanded, That the Tenants of the Land amend and repair the ſaid Gate and Bridge, before the Feaſt of, *&c.* next enſuing, under the Penalty, *&c.* Highway, Gate and Bridge out of Repair.

Alſo they preſent, That *R. C.* of *I.* aforeſaid, Yeoman, diverted the common Courſe of a certain Rivulet, leading by the Houſe of one *R. H.* out of the right Courſe where it ought to run: He is therefore com- Water Courſe diverted.

manded to turn it into its antient right Courſe, before the Feaſt of, *&c.* under the Penalty, *&c.*

Water-Courſe or Gutter turned into the Highway.

Alſo they preſent, That there is a certain Gutter running from the Houſe or Kitchen of *F. J.* by which filthy or ſtinking Water is carried from the ſaid Kitchen into the King's Highway, to the great Annoyance of the King's Subjects paſſing over the ſaid Highway: He is therefore commanded to remove or ſtop the ſame, before the Feaſt of, *&c.* under the Penalty, *&c.*

A Dunghill in the Highway to be removed.

Alſo they preſent, That *R. W.* has erected a certain Dunghill againſt his Houſe, near the King's Highway, to the Annoyance of the King's Subjects: He is therefore commanded to remove and carry the ſame away, before the Feaſt of, *&c.* under the Penalty, *&c.*

Order to cleanſe a Ditch.

It is ordered, That *R. B.* ſcower and cleanſe his Ditch at the lower End of *G.* Hill, containing by Eſtimation twenty Perches, before the Feaſt of, *&c.* next enſuing, under the Penalty for every Perch 8 *d.*

Incroachment to be laid open.

Alſo it is ordered, That *T. M.* lay open a certain Parcel of Land, lately by him incroached and incloſed, between *W.* Lane and *P.* Common, before the Feaſt of, *&c.* next enſuing, under the Penalty for every Perch not laid open 20 *d.*

Order to make and maintain a Bridge.

Alſo it is ordered, That *J. F.* make and maintain a Bridge in his Cloſe called *G.* in the Way leading from *J.* to *H.* under the Penalty of forfeiting to the Lord 10 *s.*

Common Highway annoyed.

Alſo they preſent and amerce *E. F.* Widow, for not amending and repairing two Stepping-Stones over the Ditch near the Lane, to the Annoyance of the King's common Highway and the People paſſing by the ſame; and that ſhe amend and repair the ſaid Stepping-Stones before the firſt Day of *December* next enſuing, under the Penalty of forfeiting to the Lord of this Manor 5 *s.*

A Court

A Court Baron held by itſelf, with great Variety of Preſentments.

Manor of *A.* in the County of *B.* } *The Court Baron of the Manor aforeſaid, held there for and in the Name of the Honourable* William B. *Eſq; Lord of the ſaid Manor, on the ſecond Day of* October *in the Year of our Lord* 1764. *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* G. J. *Gent. Steward there.*

Eſſoins —— At this Day Eſſoins, as appear hereafter.
Plaints —— At this Day no Plaints.

Homage there.

Edward T.	Sworn.	*Henry W.*	Sworn.
Richard L.		*William L.*	
George C.		*Samuel L.*	
William J.		*Abraham C.*	
John H.		*Thomas H.*	
Philip W.		*Walter J.*	
William S.			

Who

certain Rivulet, *&c.* before the ſecond Day of *February* next enſuing, under the Penalty on making Default, to forfeit 15*s.*

Penalty.

It is ordered, That *William D.* and *Elizabeth B.* ſcower and purge all that Ditch between the Water-Courſe in the Meadow of *Henry M.* to the Stile which goes into the Cloſe called *T.*'s Mead, before, *&c.*

Penalty.

It is ordered, that *Hannah H.* the Elder, Widow, ſcower and purge her Ditch called *S.* Mead Ditch from the Corner of the ſaid Meadow to the *H.* Mead of *Henry M.* before the Twenty-firſt Day of *December* next enſuing, under the Penalty on making Default, to forfeit 20*s.*

Penalty.

It is ordered, That *Thomas W.* Gent. make good and ſufficient Fences againſt the Cloſe called *P.* belonging to *P. W.* before the ſecond Day of *February* next enſuing, under the Penalty on making Default, to forfeit 20*s.*

Penalty.

It is ordered, That *J. M.* make good and ſufficient Bounds from the upper Part of the Cloſe called *M.*'s *Mead*, to the lower Part of the Cloſe called *G.*'s *Mead*, before the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* next enſuing, under the Penalty on making Default, to forfeit 20*s.*

Penalty.

It is ordered, That the *Reen* in *C.* from the Ditch of *Thomas H.* to ——— be ſcowered and purged by thoſe who ought to ſcower and purge the ſame, before the Firſt Day of *November* next, under the Penalty on each making Default, to forfeit 10*s.*

Penalty.

And they further preſent, That the Ditch of the Lord of the Manor from the upper End of the lower *C.* Mead to the *R.* and the Ditch at the End of *B.* Mead, againſt *W. D.*'s Ham, are out of Repair, for want of ſufficient Purging and Scowering; and ought to be purged and ſcowered, before the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* next enſuing.

And they further preſent, That the private Way for the Lord and the Tenants of this Manor, from the lower

lower *H.* ought to be repaired; and that the ſame ought to be repaired by the Lord of the ſaid Manor.

And they further preſent, That a View ſhould be taken of the new Way in the upper Field, leading from *L.* towards *B.* before the next Court of the ſaid Manor: Which ſaid View was taken by the ſaid Homage, during the Seſſions of this Court.

And they further preſent, That *George W.* has kept in his Houſe one *R. M.* as an Inmate or Under-Tenant, by the Space of Twelve Months, contrary to the Statute: Therefore he has forfeited the Penalty of that Statute, *viz.* 10*s.* for every Month, in the whole amounting to 6*l.* Penalty.

And they further preſent *Richard W.* for the like Fault, for Six Months: Therefore he has forfeited for every Month in the whole amounting to, *&c.*

And they further preſent, That *Thomas R.* and *John B.* have ſeverally kept Greyhounds: It is ordered, That the ſaid Dogs be ſeiſed to the Uſe of the Lord of the Manor.

And they further preſent, That *J. K.* has overcharged the Common with Sheep, to the great Prejudice of the Tenants of this Manor: Therefore he is in Mercy 10*s.* Penalty.

And they further preſent, That *John A.* has intruded upon Land now in the Poſſeſſion of *William S.* to his great Prejudice; and that the ſaid *John A.* deſires that there may be an Inſpection made of the ſaid Damage: It is therefore ordered, That the ſaid Homage inſpect the Place in Queſtion, and at the next Court held for the ſaid Manor deliver their Opinion upon the whole Matter, that the Court may thereupon do what is juſt.

And they alſo preſent, That *John H. James B.* and *R. S.* made Incroachments, and incloſed ſeveral Parcels of the Common there for Gardens: And it is ordered, That they lay open the ſaid Incroachments, before the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* next enſuing, under the Penalty on each of them making Default, to forfeit 20*s.* Penalty.

And they further preſent, That *J. P.* made an Incroachment, and erected a Houſe upon the Waſte; and that he ought to remove the Incroachment, unleſs he ſhall agree with the Lord of the Manor for ſuch Offence.

It is ordered, That the Fence belonging to the lower Field of, *&c.* be well and ſufficiently repaired by thoſe to whom it belongs, before, *&c.* under the Penalty of, *&c.*

It is ordered, That every Tenant of this Manor, who has not brought his Writings at this Court, bring the ſame to the Steward, within the Space of Ten Days, under the Penalty on each of them making Default, to forfeit 10*s.*

And they further preſent, That all other Things are well.

Affeerers { *Edward T.* / *George G.* } Sworn.

Surrender of *J. S.*

At this Court came *John S.* a cuſtomary Tenant of the ſaid Manor, and in full Court ſurrendred into the Hands of the Lord a Moiety of one Meſuage or Tenement called *W.* containing by Eſtimation Forty-eight Acres of Land, Meadow and Paſture, with the Appurtenances, formerly in the Tenure of *William R.* deceaſed, and now in the Tenure of the ſaid *John S.* to the Intent that the Lord might thereupon do his Will. Upon which Surrender a Heriot fell to the Lord, which is compounded for two Pounds and three Shillings to the Lord in Hand paid. And at this ſame Court came *William S.* Son of the ſaid *John S.* and took of the Lord of the ſaid Manor, by the Delivery of the ſaid Steward, the ſaid Premiſſes, with the Appurtenances; To have and to hold the Moiety of the ſaid Meſuage or Tenement aforeſaid, with all and ſingular its Appurtenances, to the ſaid *William S.* and *John S.* and to *Elizabeth W.* Wife of *George W.* and Daughter of the ſaid *John S.* for the Term of their Lives ſucceſſively, and the Life of the longer

Admiſſion of *William S.*

longer Liver of them, according to the Cuſtom of the ſaid Manor, by the yearly Rent of 5*s.* 5*d.* $\frac{1}{2}$*a.* and by all other Charges, Works, Heriots, Cuſtoms and Services therefore due and of Right accuſtomed: And for ſuch Eſtate and Entry ſo to be had in the Premiſſes, the ſaid *William S.* gave to the Lord 18*l.* for a Fine; and ſo the ſaid *William* is thereupon admitted Tenant, and did Fealty to the Lord; but the Fealty of the ſaid *John S.* and *Elizabeth W.* is reſpited until, *&c.*

At this Court came *Mary M.* Spinſter, and in full Court took of the Lord of the ſaid Manor, by the Delivery of the ſaid Steward, the immediate Reverſion of one ſmall Dwelling-Houſe and Shop, with the Appurtenances, ſituate and being on the Eaſt-Part of *C.* Lane within the ſaid Manor; To have and to hold the ſaid Premiſſes, with the Appurtenances, to the ſaid *Mary M.* and *Thomas M.* Brother of the ſaid *Mary*, for the Term of their Lives, and of the Life of the longer Liver of them, ſucceſſively, according to the Cuſtom of the ſaid Manor, preſently and immediately after the Death, Surrender or Forfeiture of *J. P.* or by whatſoever other Means the ſaid Premiſſes ſhall happen to come to the Hands of the ſaid Lord, by the yearly Rent of 12*d.* and by all other Charges, Duties, Cuſtoms and Services therefore due and of Right accuſtomed: And for ſuch Eſtate ſo to be had in the Premiſſes, the ſaid *Mary* gives to the Lord for a Fine 30*s.* and the ſaid *Mary* is thereupon admitted Tenant in Reverſion; but her Fealty is reſpited until, *&c.* New Grant to *Mary M.*

At this Court came *Thomas F.* and took of the Lord of the ſaid Manor one Meſuage or Tenement in *L.* with all and ſingular the Appurtenances to the ſaid Meſuage or Tenement belonging, all and ſingular which Premiſſes were late in the Tenure or Occupation of one *Joan P.* Widow, lately deceaſed; To have and to hold the ſaid Meſuage or Tenement aforeſaid, with all and ſingular the Appurtenances, to the New Grant to *Thomas F.*

ſaid *Thomas F. John F.* and *Suſanna F.* Son and Daughter of the ſaid *Thomas F.* for the Term of their Lives, and of the Life of the longer Liver of them ſucceſſively, according to the Cuſtom of the ſaid Manor, by the yearly Rent of 10*s.* and by the beſt Beaſt for a Heriot, or 3*s.* 4*d.* for the ſame, at the Election of the Lord, when it ſhall happen; and by all other Charges, Works, Cuſtoms and Services therefore due and of Right accuſtomed: And for ſuch Eſtate and Entry ſo as aforeſaid to be had in the Premiſſes, the ſaid *Thomas F.* gives to the Lord for a Fine 40*l.* in Hand paid; and ſo the ſaid *Thomas F.* is thereupon admitted Tenant; and he did his Fealty to the Lord of the ſaid Manor; but the Fealty of the ſaid *John* and *Suſanna* is reſpited until, *&c.*

Another

Another Court Baron, held after another Manner.

Manor of. } *The Court Baron of Sir* Edward K. *Knt. and Bart. and of* John L. *Eſq; Lords of the ſaid Manor, held there on the Second Day of* May *in the Year of our Lord* 1764, *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *before* G. J. *Gent. Steward there.*

Homage there.

Abraham P.	Sworn.	*William T.*	Sworn.
Thomas R.		*Lawrence S.*	
John F.		*Walter B.*	
Richard D.		*John P.*	
William S.		*George R.*	
William C.		*Peter H.*	

THE ſaid Homage preſent and amerce *William L. A. B.* Gent. *C. D.* Yeoman, and all the other cuſtomary Tenants of this Manor, who have made Default to appear this Day at this Court to make their ſeveral Suits and Services, to 6*d.* for each of them ſeparately.

Alſo they preſent *B. J.* Widow, for felling a Pollard Aſh-Tree growing upon the Waſte of the Lord of the ſaid Manor: Therefore the ſaid *B.* is amerced by the ſaid Homage to 6*s.* 8*d.*

Alſo they preſent, That *G. C.* dwells in a certain Cotage erected upon the Lord's Waſte.

Alſo they preſent one Cotage in the Poſſeſſion of *William P.* to be a Cotage erected upon the Lord's Waſte within eighty Years laſt paſt, without four Acres of Land annexed to the ſaid Cotage.

Alſo they preſent one Cotage in the Occupation of *S. M.* to be a Cotage of antient ſtanding upon the Lord's Waſte.

Alſo they preſent one Cotage in the Occupation of one *John T.* to be lately erected by one *John W.* upon the Lord's Waſte; and alſo that the ſaid *John T.* with a Hedge incloſed Parcel of the Lord's Waſte.

Alſo they preſent one Cotage in the Poſſeſſion of *W. S.* to be a Cotage lately erected upon a certain Piece of Land which was formerly taken out of the Lord's Waſte.

Alſo they preſent, That *A. W.* Widow, lately incloſed a certain Piece of the Lord's Waſte near *W.* Common; and thereupon it is ordered, That if ſhe ſhall not throw down the Incloſure within a Month next enſuing, ſhe ſhall forfeit to the Lord of the Manor 5*s.*

Alſo they preſent, That *G. L.* (who dwells within the Precincts of this Court) permitted one *T. F.* with his Family, to cohabit with him in his Houſe as an Inmate, by the Space of Six Months laſt paſt, contrary to the Form of the Statute; whereby he has forfeited to the Lord for every Month 10*s.* which in the whole amounts to 60*s.*

Alſo they preſent and amerce *E. W.* the Younger, for overcharging the Common with Sheep and other Cattle, to 20*s.*

Alſo

Alſo they preſent and amerce *E. W.* for Feeding his Cattle on the Common, to the Prejudice of the Tenants and Lord of this Manor, to 10 *s.*

Alſo they preſent, That *C. D.* incroached upon the Waſte of the Lord of the ſaid Manor, called, *&c.* Therefore he is in Mercy, as appears over his Head.

New Grant to *William S.*

At this Court came *William S.* the Elder, and took of the Lord, by the Delivery of *G. J.* Gent. Steward there, the Reverſion of one Meſuage or Tenement in *P.* containing forty Acres of Land and Paſture, with the Appurtenances, now in the Tenure of *Philip S.* To have and to hold the Reverſion aforeſaid; as alſo the ſaid Meſuage and Tenement, and forty Acres of Land and Paſture, and all and ſingular other the Premiſſes, with the Appurtenances, to the ſaid *William S.* for the Lives of *John S.* and *George S.* and the Life of the longer Liver of them ſucceſſively, according to the Cuſtom of the ſaid Manor, immediately after the Death, Surrender or Forfeiture of the ſaid *Philip*, or by whatſoever other Means the ſame ſhall happen to come to the Hands of the Lord, by the yearly Rent of 18 *s.* 4 *d.* and one Heriot when it ſhall happen, and all other Charges, Cuſtoms and Services, therefore due and of Right accuſtomed: And for ſuch his Eſtate and Entry ſo to be had of and in the Premiſſes, the ſaid *William* gives to the Lord for a Fine 90 *l.* in Hand paid; and ſo he is thereupon admitted Tenant in Reverſion; but his Fealty is reſpited until, *&c.* Provided always, That the ſaid *William*, *John* and *George*, or either of them, ſhall not take or claim to take any Wood within the Wood of the ſaid Manor, as uſually belonging to the Premiſſes, except the Wood lately aſſigned to the ſaid Premiſſes. It is alſo provided and agreed between the ſaid Parties, That it ſhall be lawful to and for *Edward K.* Lord of the ſaid Manor, and his Heirs and Aſſigns, and all other Perſons to whom the ſaid Premiſſes ſhall belong, at all Times of the Year, during the Term aforeſaid, to go, paſs and repaſs with a Horſe or Horſes, by and over the

Tenant not to cut any Wood but what was lately aſſigned to his Tenement.

A Way reſerved to the Lord.

Close called *A.* Parcel of the Land before-mentioned; and if the ſaid *William*, *John* and *George*, or either of them, ſhall refuſe to ſuffer the ſame, then this preſent Grant ſhall be void, and of no Force.

Surrender of *John S.*

At this Court came *John S.* a cuſtomary Tenant of the ſaid Manor, and in full Court ſurrendered into the Hands of the Lord one Meſuage or Tenement called *W.* with the Appurtenances, formerly in the Tenure of *William R.* deceaſed, and now in the Tenure of the ſaid *John S.* to the Intent that the Lord might thereupon do his Will: Upon which Surrender there fell to the Lord a Heriot, which is compounded for 2 *l.* 3 *s.* to the Lord in Hand paid. And at this ſame Court came *William S.* Son of the ſaid *John S.* and took the ſaid Premiſſes, with the Appurtenances, of the Lord of the ſaid Manor, by the Delivery of the ſaid Steward; To have and to hold the Meſuage or Tenement aforeſaid, with all and ſingular the Appurtenances, to the ſaid *William S. John S.* and *Mary*, Wife of *George W.* of, *&c.* for the Term of their Lives, and the Life of the longer Liver of them ſucceſſively, according to the Cuſtom of the ſaid Manor, by the yearly Rent of 5 *s.* 5 *d.* ½. and by all other Charges, Works, Heriots, Cuſtoms and Services therefore due and of Right accuſtomed: And for ſuch Eſtate and Entry ſo to be had in the ſaid Premiſſes, the ſaid *William S.* gives to the Lord for a Fine 18 *l.* and ſo the ſaid *William S.* is thereupon admitted Tenant, and did his Fealty to the Lord; but the Fealty of the ſaid *John S.* and *Mary W.* is reſpited until, *&c.*

Admiſſion of *William S.*

A new Grant to *Thomas L.*

At this Court came *Thomas L.* and took of the Lord of the ſaid Manor, by the Delivery of the ſaid Steward, according to the Cuſtom of the ſaid Manor, the Reverſion of one Cloſe of Arable Land, called *S.* with the Appurtenances, now in the Tenure of *Dorcas F.* for Term of her Life, and of the Life of *John F.* To have and to hold the ſaid Reverſion, and alſo the ſaid Cloſe, with the Appurtenances, to the ſaid

Thomas

Thomas L. for the Term of the Life of *John L.* his Son, according to the Cuſtom of the ſaid Manor, preſently and immediately after the Death, Surrender or Forfeiture of the ſaid *Dorcas F.* and *John F.* or when the ſaid Premiſſes ſhall otherways come to the Hands of the Lord, by the Rent thereſore of 10 *s.* 3 *d.* by the Year, and one Heriot when it ſhall happen, and by all other Rents, Charges, Works, Cuſtoms and Services therefore due and of Right accuſtomed: And for the ſaid Eſtate and Entry ſo to be had in the ſaid Premiſſes the ſaid *Thomas L.* gives to the Lord for a Fine 4 *l.* in Hand paid; and ſo he is thereupon admitted Tenant as in Reverſion; and his Fealty is reſpited until the ſaid Reverſion ſhall fall.

A Court Baron of a Prebend, held on Sale of the ſame, and Copies with Exceptions, Licences, &c. and Attornment of Tenants, &c.

Prebend of *A.* } *The Court Baron of* Thomas A. *Eſq; Lord or Farmer of the ſaid Manor or Prebend, held there on the Twelfth Day of* March *in the Year of our Lord* 1764, *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *before* G. J. *Steward there.*

Eſſoins.——— At this Day no Eſſoins.
Plaints.——— At this Day no Plaints.

Homage there.

Robert B.
Thomas B. } Sworn.
John G.

Names

Names of Tenants and their Attornments.

John B.
John G.
John F.
Francis C.
Richard K.
Robert B.
David C.
&c.

All which said Tenants were present in Court, and were Informed that *W. S.* had bargained and sold to the said *Thomas A.* and his Heirs, the Manor or Prebend aforesaid, and had assigned to the said *Tho. A.* all his Estate of and in the same, as by the said Deed of Assignment, now read to the Tenants here in Court; and thereupon they attorned Tenants to the said *Thomas A.* by the Delivery of 6 *d.* in the Name of Attornment.

Here Survey of Leases: Then,

And further the said Homage present several Customs of the said Manor, as follows, viz. first, That, *&c.* also, That, *&c.* Customs of the Manor.

And they further present, That according to the antient Custom of the said Manor, three fit Persons who are Tenants of the said Manor ought to be named by the Homage to execute the Office of Rent-Reeve of the Lord within the said Manor, to the Intent that the Lord, or his Steward for the Time being, may appoint one of the said three Persons to the said Office, and in Pursuance of the said Custom the said Homage have nominated *Robert W. Henry S.* and *John S.* who being presented to the Steward, he has accepted the said *John S.* to execute the said Office.

And they further present, That *Judith S.* late one of the customary Tenants of this Manor of a certain Messuage or Tenement, and divers Parcels of Land, Meadow and Pasture with the Appurtenances, died since the last Court held of the said Manor, by whose Death there fell to the Lord a Heriot of the best Beast, *viz.* a Cow of the Price of 50 *s.* which the Lord received in Money; and that *J. S.* Son of the said *Judith* is next in Reversion, and ought to hold the said Death of *Judith S.*

Premiſſes for Term of his Life, according to the Cuſtom of the ſaid Manor, which ſaid *John* is preſent here in Court, and prays to be admitted Tenant to the ſaid Premiſſes; which is granted; and the Lord of the ſaid Manor, by the ſaid Steward, by the Rod, according to the Cuſtom of the ſaid Manor, grants to the ſaid *John* Seiſin of the ſaid Premiſſes with the Appurtenances; To have and to hold the Premiſſes aforeſaid, with the Appurtenances, to the ſaid *John* for Term of his Life, according to the Cuſtom of the ſaid Manor, by the yearly Rent, Heriot, Charges, Works and Services therefore due and of Right antiently accuſtomed; and the ſaid *John* did his Fealty to the Lord.

Grant to *Mary L.*

At this Court came *Mary L.* and *Heſter L.* and took of the ſaid Lord or Farmer, by the Delivery of the ſaid Steward by the Rod, according to the Cuſtom of the Manor before the Homage there, one Meſſuage, *&c.* being, *&c.* (except and always reſerved to the Lord of the ſaid Manor, his Heirs and Aſſigns, all Coal and Coal-Mines of, in and upon the ſaid Premiſſes or any Parcel thereof, with Power and Liberty of digging, taking, ſelling and carrying away ſuch Coals at all Times, and by all Ways and Means, at the Will of the Lord of the ſaid Manor, his Heirs and Aſſigns for the Time being); To have and to hold the aforeſaid Meſſuage, with the Appurtenances (except as before excepted) to the ſaid *Mary L.* and *Heſter L.* and *Anne D.* of, *&c.* for the Term of their Lives and of the Life of the longer Liver of them ſucceſſively, according to the Cuſtom of the ſaid Manor, rendering therefore yearly 5 *s.* and 3 *l.* for a Heriot when it ſhall happen; and all other Charges, Works, Cuſtoms, Rents and Services therefore due and of Right accuſtomed; and for ſuch Eſtate and Entry ſo to be had in the Premiſſes, the ſaid *Mary L.* gives to the Lord for a Fine the Sum of Money between them agreed; and the ſaid *Mary* did Fealty to the Lord, and the ſaid *Mary* is admitted Tenant in Poſſeſſion: And further at this Court, the Lord of the ſaid Manor by his

his said Steward gave and granted to the said *Mary* full Power of letting to Farm the Tenements aforesaid, with all and singular their Appurtenances, to any Person or Persons whatsoever, willing to take the same, for any Term of Years, determinable upon the Death of the said *Mary*, rendering, paying, observing and performing all Rents, Charges, Works, Customs and Services for the said Premisses due and accustomed. Full Power of Leasing.

At this Court came *Mary L.* and *Hester L.* and took of the said Lord or Farmer by the Delivery of the said Steward, according to the Custom of the said Manor, the Reversion of all that Messuage or Tenement called *D.* with the Appurtenances, situate and being in, *&c.* within the said Manor, and all and singular the Land, Meadow and Pasture, belonging or appertaining to the same, Parcel of the Manor or Prebend aforesaid, to wit, one Cotage, containing by Estimation two Acres (either more or less) one Parcel of Pasture adjoining, *&c.* customary, *&c.* with all and singular Commons and other Appurtenances to the said Messuage or Tenement, in any Manner belonging or appertaining; To have and to hold all and singular the said Premisses with the Appurtenances, and the Reversion thereof, immediately after the Death, Surrender, Forfeiture or other Determination, which of them shall first happen, of the Estate of *Francis L.* Widow, of and in the said Premisses, for the Term of the Life of the said *Frances*, according to the Custom of the said Manor, to the said *Mary L.* and *Hester L.* for the Term of the Lives of the said *Mary* and *Hester*, as also of *Samuel B.* and of the Life of the longer Liver of them the said *Mary*, *Hester* and *Samuel* successively, according to the Custom of the said Manor or Prebend aforesaid, by the yearly Rent of 13*l.* 10*s.* and a Heriot when it shall happen, and by all other Works, Customs, Rents and Services therefore due and of Right accustomed; and for such Estate and Entry so to be had in the said Premisses, the said *Mary* and *Hester* give to the Lord of the said Manor for a Fine the Sum of Money agreed between them; and so the said Grant in Reversion.

Mary,

Mary, *Hester* and *Samuel* are thereupon admitted Tenants in Reversion, but their Fealty is respectively respited until, &c.

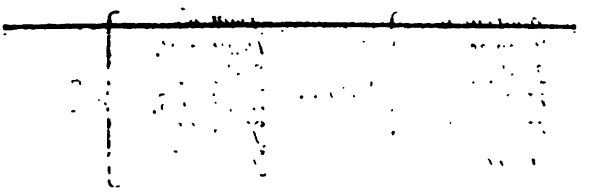
Surrender of *James K.*

At this Court came *James K.* and surrendered into the Hands of the Lord by the Hands of the said Steward, according to the Custom of the said Manor, the Reversion of one Close of Land called *R.* containing by Estimation two Acres and half an Acre (either more or less) one other Close called, &c. containing, &c. and one House lately built, &c. now in the Possession of, &c. and all the Estate, Right, Title, Interest, Claim and Demand of the said *James* of and in and to the Premisses with the Appurtenances, by Virtue of a Copy of the Rolls of the Court, bearing Date, &c. together with the said Copy to be cancelled and vacated; and thereupon afterwards at this same Court the said *James K.* came again, and took of the Lord by his Grant by the Hands of the said Steward, according to the Custom of the said Manor, the Reversion of all and singular the said Premisses with the Appurtenances (except and always reserved to the Lord of the said Manor, his Heirs and Assigns, all Coals and Coal-Mines of, in and upon the said Premisses or any Part thereof, with Power and Leave of digging, taking, selling and carrying away the same at all Times, and by all Ways and Means, at the Will of the said Lord, his Heirs and Assigns for the Time being); To have and to hold all and singular the said Premisses with the Appurtenances (except as before excepted) to the said *James K. Frances* his Wife, *Sarah* and *Mary*, Daughters of the said *James K.* for the Term of their Lives and of the Life of the longer Liver of them successively, according to the Custom of the said Manor, immediately after the Death, Surrender, Forfeiture or other Determination of such Estate, as *John S.* now has in the said Premisses for Term of his Life, rendering therefore yearly 10 *s.* and 5 *l.* for and in the Name of a Heriot, when it shall happen, and all other Charges, Works and Customs, Rents and Services thereupon first due and of Right accustomed;

New Grant to *James K.*

Exception.

accustomed; and for such Estate so to be had in the Premisses, the said *James K.* gives to the Lord of the said Manor for a Fine 126*l.* and so the said *James K. Frances* his Wife, and *Sarah* and *Mary*, Daughters of the said *James*, are thereupon admitted Tenants in Reversion; but their Fealty is respectively respited until, *&c.* And further, at this Court the Lord of the said Manor gave and granted to the said *James K.* full Licence and Power to lease and grant all and singular the said Premisses, with the Appurtenances (except before excepted) to any Person or Persons whatsoever, willing to take the same for any Term of Years, determinable upon the Death of the said *James K. Frances* his Wife, and *Sarah* and *Mary*, Daughters of the said *James* (the said Term beginning immediately after the Death of the said *John S.*) they the said *James, Frances, Sarah* and *Mary*, respectively rendring, paying, observing, and fulfilling, all Rents, Works, Charges, Customs and Services due for the said Premisses and of Right accustomed; otherwise this Licence shall be void. Power of Leasing.



Another

Manor, and ſurrendered into the Hands of the Lord of the ſaid Manor, one Meſuage and one Yard-Land, with the Appurtenances called *W.* and alſo one other Meſuage and Yard-Land with the Appurtenances called *F.* and alſo three Acres of Paſture and Arable called *H.* late Parcel of the Tenements of *John M.* and by the ſaid *John* exchanged for one Acre and an Half of Meadow called *W.* and Half an Acre of Meadow called *M.* Parcel of the ſaid Meſuage and Yard-Land, or of one of them, with the Appurtenances within the ſaid Manor, now in the Tenure of the ſaid *William M.* (all and ſingular which Premiſſes the ſaid *William M.* claims to hold for the Term of his Life and of the Life of *James* his Brother, by Copy of the Rolls of the Court of the Manor there, bearing Date, *&c.*) and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand therein, as well of the ſaid *William M.* as of the ſaid *James* his Brother and each of them, (together with the ſaid Copy to be cancelled, the ſaid *William M.* being ſole Purchaſer of the ſaid Premiſſes) that the Lord may do his Will thereupon.

Licence to Leaſe.

At this Court Licence is granted to *Thomas K.* of, *&c.* Gent. to leaſe the Meſuage or Tenement called the Mills, with all and ſingular it's Appurtenances within the ſaid Manor, (now in the Tenure of the ſaid *Thomas K.* or his Aſſigns, and by him held for Term of his Life and of the Life of *John* his Son) or any Parcel thereof, to any fit Under-Tenant or Under-Tenants within the ſaid Manor, from the Feaſt of the Annunciation of the Bleſſed Virgin now next enſuing, for the Term of twenty Years, if the ſaid *Thomas K.* and *John K.* his Son, or either of them, ſhall ſo long live, ſo that the Houſe, Hedges, Ditches and other Fences of the Premiſſes, be from Time to Time well and ſufficiently repaired and upheld, and the Rents, Charges, Works, Suits, Cuſtoms and Services therefore due to the Lord, well and ſufficiently rendered and performed, otherwiſe this Licence ſhall be void.

At

Suit to this Court, and have made Default: Therefore each of them is in Mercy 12 *d.* Mercy.

And they further present, That *Thomas* App. *K.* App. *Andrew K.* App. *Abraham T.* App. *Richard D.* 6 *d.* *David D.* App. *George P.* App. *David R.* App. *George A.* App. *Jane B.* App. *Christian E.* App. *George R.* App. *John S.* App. *John H.* App. *Mary R.* App. *John F.* App. *David G.* App. *Robert L.* App. *John S.* App. *Andrew S.* App. *Henry W.* App. *William S.* App. *William H.* App. *John W.* App. *Mary H.* App. *Alice S.* App. *Robert P.* App. *John P.* App. *Richard S.* in Right of his Wife, *Andrew R.* App. *Thomas R.* App. *John H.* App. *Thomas H.* App. *John H.* App. *Peter H.* App. *Richard D.* App. *John F.* App. *Anne M.* &c. are Tenants by Indenture of the said Manor, who owe Suit to this Court: Therefore each of them making Default, and not essoined, is in Mercy 6 *d.* Tenants by Indenture.

And they further present, That *William* App. *T.* App. *John K.* App. *Peter A.* &c. are customary Tenants of the said Manor, who owe Suit to this Court: Therefore each of them making Default, and not Essoined, is in Mercy 6 *d.* Customary Tenants.

And they further present, That *Henry F.* late one of the customary Tenants of this Manor, of one Messuage or Tenement, with five Acres of Land called *S.* within the said Manor, died since the said last Court of the said Manor, by whose Death there fell a Heriot to the Lord of 30 *s.* by Composition, and that *John F.* is next Tenant in Reversion, for Term of Death of *Henry F.*

Manor, and ſurrendered into the Hands of the Lord of the ſaid Manor, one Meſuage and one Yard-Land, with the Appurtenances called *W.* and alſo one other Meſuage and Yard-Land with the Appurtenances called *F.* and alſo three Acres of Paſture and Arable called *H.* late Parcel of the Tenements of *John M.* and by the ſaid *John* exchanged for one Acre and an Half of Meadow called *W.* and Half an Acre of Meadow called *M.* Parcel of the ſaid Meſuage and Yard-Land, or of one of them, with the Appurtenances within the ſaid Manor, now in the Tenure of the ſaid *William M.* (all and ſingular which Premiſſes the ſaid *William M.* claims to hold for the Term of his Life and of the Life of *James* his Brother, by Copy of the Rolls of the Court of the Manor there, bearing Date, *&c.)* and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand therein, as well of the ſaid *William M.* as of the ſaid *James* his Brother and each of them, (together with the ſaid Copy to be cancelled, the ſaid *William M.* being ſole Purchaſer of the ſaid Premiſſes) that the Lord may do his Will thereupon.

Licence to Leaſe.

At this Court Licence is granted to *Thomas K.* of, *&c.* Gent. to leaſe the Meſuage or Tenement called the Mills, with all and ſingular it's Appurtenances within the ſaid Manor, (now in the Tenure of the ſaid *Thomas K.* or his Aſſigns, and by him held for Term of his Life and of the Life of *John* his Son) or any Parcel thereof, to any fit Under-Tenant or Under-Tenants within the ſaid Manor, from the Feaſt of the Annunciation of the Bleſſed Virgin now next enſuing, for the Term of twenty Years, if the ſaid *Thomas K.* and *John K.* his Son, or either of them, ſhall ſo long live, ſo that the Houſe, Hedges, Ditches and other Fences of the Premiſſes, be from Time to Time well and ſufficiently repaired and upheld, and the Rents, Charges, Works, Suits, Cuſtoms and Services therefore due to the Lord, well and ſufficiently rendered and performed, otherwiſe this Licence ſhall be void.

At

At this Court came *Mary A.* Widow of *John A.* deceaſed, who claims to hold for Term of her Widowhood according to the Cuſtom of the ſaid Manor, and for Term of the Lives of *Robert* and *John A.* by Copy of the Rolls of the Court of the Manor there, dated the third Day of *May* 1736, one Tenement and twenty-eight Acres of Land, Meadow and Paſture called *W.* with the Appurtenances within the Manor aforeſaid, late in the Tenure of the ſaid *John A.* and in the ſaid Court ſurrendered into the Hands of the Lord, that the Lord might thereupon do his Will, all and ſingular the ſaid Premiſſes, and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand therein, as well of the ſaid *Mary A.* as of the ſaid *Robert* and *John* and each of them (together with the ſaid Copy thereof made, to be cancelled); whereupon there fell to the Lord a Heriot, which is included in the underwritten Fine; upon which in this ſame Court came the ſaid *Mary A.* and *Mary* and *Anne* her Daughters, and in the ſaid Court took of the Lord by the Delivery of the ſaid Steward the aforeſaid Premiſſes, with the Appurtenances; To have and to hold the ſaid Tenement, and twenty-eight Acres of Land aforeſaid, with the Appurtenances to the ſaid *Mary A.* the Mother, and *Mary* and *Anne* her Daughters, for the Term of their Lives and the Life of the longer Liver of them ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent therefore of 13*l.* 6*s.* by the Year, and one Heriot when it ſhall happen, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services therefore due and of Right accuſtomed; and for ſuch Eſtate and Entry ſo to be had in the ſaid Premiſſes, the ſaid *Mary A.* and *Mary* and *Anne* her Daughters, give to the Lord 30*l.* in Hand paid for a Fine, and ſo the ſaid *Mary A.* the Mother is thereupon admitted Tenant, and did Fealty to the Lord; but the Fealty of the ſaid *Mary* and *Anne* the Daughters are reſpited until, *&c.*

Surrender of *Mary A.*

Admiſſion of the ſaid *Mary A.* *&c.*

Surrender of *William T.*

At this Court came *William T.* who claims to hold for Term of his Life and of the Lives of *William* and *Agnes* his Son and Daughter, by Copy of the Rolls of the Court of the Manor there, bearing Date the 24th Day of *November* in the Year of our Lord 1738, one Meſſuage or Tenement with the Appurtenances within the ſaid Manor, in the Tenure of the ſaid *William T.* the Father; and the ſaid *William T.* the Father (being ſole Purchaſer of the ſaid Premiſſes) ſurrendered into the Hands of the Lord in Court, that the Lord might thereupon do his Will, all and ſingular the ſaid Premiſſes, and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand therein, as well of the ſaid *William T.* the Father, as of the ſaid *William* and *Agnes* his Son and Daughter, and of each of them (together with the Copy thereupon made, to be cancelled); whereupon there fell to the Lord a Heriot, which is included in the underwritten Fine; upon which in this ſame Court the ſaid *William T.* the Father, came again and took of the Lord in the ſaid Court, by the Delivery of the ſaid Steward, the ſaid Meſſuage or Tenement aforeſaid, with the Appurtenances; To have and to hold the ſaid Meſſuage or Tenement with all and ſingular its Appurtenances, to the ſaid *William T.* the Father, and alſo to *William* and *Eleanor* his Son and Daughter, for the Term of their Lives, and of the Life of the longer Liver of them ſucceſſively, at the Will of the Lord according to the Cuſtom of the ſaid Manor, by the Rent therefore of 6*s.* 3*d.* by the Year, and one Heriot when it ſhall happen, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services therefore due and of Right accuſtomed, and for ſuch Eſtate and Entry ſo to be had in the Premiſſes, the ſaid *William T.* the Father gives to the Lord 5 *l.* in Hand paid, for a Fine, and ſo the ſaid *William T.* the Father is thereupon admitted Tenant, and did Fealty to the Lord, but the Fealty of the ſaid *William* and *Eleanor* his Son and Daughter is reſpited until, *&c.*

Admiſſion of the ſaid *William T.*

The

The Copies of Court-Roll, *&c.* are tranſcribed from the Roll *verbatim*, with the Addition of the Title of the Court, and Time of holding, and the ſigning by the Lord and Steward, in the following Manner.

Manor of *B.* } *The Court Baron of* John B. *Eſq; Lord of the ſaid Manor, held for the ſaid Manor the Sixth Day of* October *in the Year of our Lord* 1764. *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* G. J. *Gent. Steward. Among other Things, it is inrolled as follows:*

Surrender of *William T.*

AT this Court came *William T.* who claims to hold for Term of his Life, and of the Lives of *William* and *Agnes*, his Son and Daughter, by Copy of the Rolls of the Court of the Manor there, bearing Date the Twenty-fourth Day of *November* in the Year of our Lord 1738, one Meſſuage or Tenement, with the Appurtenances, within the ſaid Manor, in the Tenure of the ſaid *William T.* the Father; and the ſaid *William T.* the Father (being ſole Purchaſer of the ſaid Premiſſes) ſurrendered into the Hands of the Lord in Court, that the Lord might thereupon do his Will, all and ſingular the ſaid Premiſſes, and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand therein, as well of the ſaid *William T.* the Father, as of the ſaid *William* and *Agnes*, his Son and

Daughter, and of each of them (together with the Copy thereof made, to be cancelled): Whereupon there fell to the Lord a Heriot, which is included in the under-written Fine. Upon which in this ſame Court the ſaid *William T.* the Father came again, and took of the Lord in the ſaid Court, by the Delivery of the ſaid Steward, the ſaid Meſſuage or Tenement aforeſaid, with the Appurtenances; To have and to hold the ſaid Meſſuage or Tenement, with all and ſingular its Appurtenances, to the ſaid *William T.* the Father, and alſo to *William* and *Eleanor*, his Son and Daughter, for the Term of their Lives, and of the Life of the longer Liver of them ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent therefore of 6*s.* 3*d.* by the Year, and one Heriot when it ſhall happen, and by all other Rents, Charges, Works, Suits, Cuſtoms and Services therefore due and of Right accuſtomed. And for ſuch Eſtate and Entry ſo to be had in the Premiſſes, the ſaid *William T.* the Father gives to the Lord 5*l.* in Hand paid, for a Fine; and ſo the ſaid *William T.* the Father is thereupon admitted Tenant, and did Fealty to the Lord; but the Fealty of the ſaid *William* and *Eleanor*, his Son and Daughter, is reſpited until, *&c.* Given by Copy of the Rolls of the ſaid Court, the Day and Year firſt above-written.

Admiſſion of the ſaid *William T.*

Examined, and it agrees with the Rolls of the Court.
G. J. *Steward.*

John B. L. S.

If any Copy of Court-Roll be burnt or loſt, the Steward may make out a new one from the Roll, when he puts underneath his Name, *And it agrees with the Original.*

Manor of B. } *The Court Baron of* John B. *Eſq; Lord of the ſaid Manor, held for the ſaid Manor the 6th Day of* October *in the Year of our Lord* 1764, *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* G. J. *Gent. Steward. Among other Things, it is inrolled as follows:*

AT this Court came *William T.* who claims to hold for Term of his Life, and of the Lives of *William* and *Agnes*, his Son and Daughter, by Copy of the Rolls of the Court of the Manor there, bearing Date the Twenty-fourth Day of *November* in the Year of our Lord 1738, one Meſuage or Tenement, with the Appurtenances, within the ſaid Manor, in the Tenure of the ſaid *William T.* the Father. And the ſaid *William T.* the Father (being ſole Purchaſer of the ſaid Premiſſes) ſurrendered into the Hands of the Lord in Court, that the Lord might thereupon do his Will, all and ſingular the ſaid Premiſſes, and all the Eſtate, Title, Intereſt, Poſſeſſion, Reverſion, Claim and Demand therein, as well of the ſaid *William T.* the Father, as of the ſaid *William* and *Agnes*, his Son and Daughter, and of each of them (together with the Copy thereof made, to be cancelled): Whereupon there fell to the Lord an Heriot, which is included in the under-written Fine. Upon which Surrender of *William T.*

Admiſſion of the ſaid *William T.*

in this ſame Court the ſaid *William T.* the Father came again, and took of the Lord in the ſaid Court, by the Delivery of the ſaid Steward, the ſaid Meſſuage or Tenement aforeſaid, with the Appurtenances; To have and to hold the ſaid Meſuage or Tenement, with all and ſingular its Appurtenances, to the ſaid *William T.* the Father, and alſo to *William* and *Eleanor*, his Son and Daughter, for the Term of their Lives, and of the Life of the longer Liver of them ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent therefore of 6*s.* 3*d.* by the Year, and one Heriot when it ſhall happen; and by all other Rents, Charges, Works, Suits, Cuſtoms and Services therefore due and of Right accuſtomed: And for ſuch Eſtate and Entry to be had in the Premiſſes, the ſaid *William T.* the Father gives to the Lord 5*l.* in Hand paid, for a Fine: And ſo the ſaid *William T.* the Father is thereupon admitted Tenant, and did Fealty to the Lord; but the Fealty of the ſaid *William* and *Eleanor*, his Son and Daughter, is reſpited until, *&c.*

John B.
and no Seal.

Examined by *G. T.*
Steward there.

Manor

Manor of *A.* } *The Court of the Manor of the Right Honourable* Thomas *Lord* A. *Baron of* W. *held there the Sixteenth Day of* October *in the Year of our Lord* 1763. *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* R. R. *Steward there. Among other Things it is inrolled as follows:*

AT this Court Licence is granted to *Thomas K.* of, &c. Gent. to leaſe the Meſſuage or Tenement called *The Mills*, with all and ſingular its Appurtenances, within the ſaid Manor, (now in the Tenure of the ſaid *Thomas K.* or his Aſſigns, and by him held for Term of his Life, and of the Life of *John* his Son) or any Parcel thereof, to any fit Under-Tenant or Under-Tenants within the ſaid Manor, from the Feaſt of the Annunciation of the Bleſſed Virgin now next enſuing, for the Term of Twenty Years, if the ſaid *Thomas K.* and *John K.* his Son, or either of them, ſhall ſo long live; ſo that the Houſe, Hedges, Ditches, and other Fences of the Premiſſes, be from Time to Time well and ſufficiently repaired and upheld; and the Rents, Charges, Works, Suits, Cuſtoms and Services, therefore due to the Lord, well and ſufficiently Licence to Leaſe.

rendered and performed: Otherwiſe this Licence ſhall be void.

Examined by *G. J.* Steward of the ſaid Manor. *Thomas A.*

A Court Baron and Court of Survey.

Manor of *B.* } *The Court Baron and Court of Survey of* William B. *Eſq; Lord of the ſaid Manor, held there on the Fourth Day of* May *in the Year of our Lord* 1764. *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* G. J. *Gent. Steward there.*

Eſſoins, At this Day, as appear afterwards.
Plaints, At this Day no Plaints.

The Homage there.

John S.	Sworn.	*John K.*	Sworn.
Andrew R.		*Walter B.*	
Thomas R.		*John P.*	
Richard D.		*William S.*	
William G.		*John H.*	
William J.		*John W.*	
Andrew S.		*John A.*	
Abr. P.			

WHO being ſworn, and charged upon Articles touching the ſaid Court Baron, ſay upon their Oath, That *A. B.* Gent. *E. F.* Gent. and *G. H.* Yeoman, are Free Suitors of the ſaid Manor; who owe Suit to this Court, and have made Default: Therefore each of them are in Mercy 12*d.* Preſentment of the Homage. Free Suitors.

And they further preſent, That *Thomas* App. *K. Andrew* App. *K. Abraham* App. *P. Richard* App. *D. David* App. *D. George* App. *P. David* App. *R. George* App. *A. Jane* App. *B. Chriſtian* App. *F. George* App. *R. John* App. *S. John* App. *H. Mary* App. *R. John* App. *F. David* 6d. *G. Robert* App. *L. Joan* App. *S. Andrew* 6d. *S. Henry* App. *W. William* 6d. *S. William* App. *H. Joan* 6d. *J. John* 6d. *W. Mary* App. *H. Alice* App. *S. Robert* App. *P. John* App. *P. Richard* 6d. *S. William* ff. *W.* are Tenants by Indenture of the ſaid Manor, who owe Suit to this Court: Therefore each of them making Default, and not eſſoined, is in Mercy, as appears over the Head of each of them. Tenants by Indenture.

And

Customary Tenants.

And they further present, That *Andrew* R. App. *Thomas* R. App. *John* H. App. *Robert* H. App. *John* H. App. *Peter* H. App. *Richard* D. App. *John* F. 6d. *William* S. App. *William* C. App. *Joan* F. Widow, App. *John* P. the Elder, App. *George* S. App. *David* W. 6d. *Philip* S. 6d. *John* W. App. *John* W. App. *John* T. 6d. *William* T. 6d. *John* K. 6d. *John* F. 6d. *Sarah* S. Widow, App. *Robert* S. App. *Lawrence* G. App. *Anne* S. App. *Dorcas* P. Widow, App. *Mary* T. App. *Walter* B. App. *John* P. App. *Roger* D. App. *William* S. 6d. are customary Tenants of the said Manor, who owe Suit to this Court: Therefore each of them making Default, and not essoined, is in Mercy, as appears over the Head of each of them.

Death of *John* S.

And they further present, That *John* S. late one of the customary Tenants of this Manor, of one Messuage or Tenement, with thirteen Acres of Land, and five Acres of Wood, with the Appurtenances, within the said Manor, died since the last Court held for this Manor; by whose Death there fell to the Lord a Heriot, 4*l.* 10*s.* And that *Alice F.* is next in Reversion, for Term of her Widowhood, according to the Custom of the said Manor: Which said *Alice F.* with *Susan F.* present here in Court, surrender the said Premisses into the Hands of the Lord; and the said *Alice F.* took the said Premisses a-new by Deed, from the Lord of the said Manor.

The next Life surrenders, and takes a further Estate by Lease.

Presentment of the Customs of a Manor.

Also, They present the Customs of this Manor, as follow; *viz.*

First, That a Court Leet and Court Baron ought to be held within the said Manor, on *Tuesday* in *Easter* Week yearly.

Also

Alſo, That at this Court, Time out of Mind, a Conſtable has been choſen for that Part of the Pariſh of *S.* which lies within the ſaid Manor; and alſo two Tithingmen for *C.* and *D.*

Alſo, That every cuſtomary Tenant may cut Timber, and other Trees growing upon his Tenement, without Leave of the Lord.

Alſo, That the Homage ſworn at every Court, upon their View of any Annoyance or Incroachment between the cuſtomary Tenants, may reſtrain the ſame by Fine or Penalty.

Alſo, That upon View and Preſentment by the Homage, that any cuſtomary Tenement, *&c.* is out of Repair, if the Tenant of ſuch Tenement ſhall not repair ſuch Tenement within ſuch convenient Time as the Homage ſhall appoint for that Purpoſe, he ſhall forfeit to the Lord.

Alſo, That two cuſtomary Tenants being ſworn, or one of them, with the Bailiff of the ſaid Manor, may take Surrenders in Caſes of Extremity only; and that none elſe, except the Steward of the Lord, by Grant or his Deputy, can take Surrenders out of Court.

Alſo, That all Admiſſions granted by the Lord out of Court, as alſo all Surrenders ſo taken by him, ought to be communicated to the Homage at the next Court.

Alſo, That all Surrenders taken by the Steward or his Deputy, or by Tenants ſworn, ought to be preſented at the Court next enſuing ſuch Surrenders.

Alſo, That the Fees of Court are as follow, *viz.* for every ſingle Surrender, private Examination of a married Woman, or Admiſſion in Court, 6*s.* 8*d.* *&c.*

And that all double Surrenders and Admiſſions pay double Fees; as alſo all Surrenders, Examinations and Admiſſions at a ſpecial Court; as alſo all Surrenders taken by the Steward out of Court.

Alſo, That, *&c.*

Here

Here follow the Copies, if you have any, and then the Survey of the Tenants Leaſes and Copies, as you ſee.

A K. brought a Leaſe dated the 17th of *October* 1725, whereby *A. P.* Eſq; in Conſideration of the Surrender of a former Leaſe determinable on his Death, and on the Deaths of *J.* and *W.* his Brothers, and of 50*l.* granted to him one Meſſuage, and ſix Acres of Land, Meadow and Paſture, thereto belonging, in *P.* To hold for 99 Years, if he the ſaid *A. K.* and *A.* his Wife, and *W.* his Brother, ſhould live ſo long. Rent 8*s.* and 3*l.* for a Heriot.

Two Lives.

aged 35. aged 30.
W. is dead, and *A.* and *A.* his Wife are living.

A K. brought another Leaſe, dated, *&c.* whereby *A. P.* Eſq; in Conſideration of the Sum of 40*l.* granted to him a Capital Meſuage, or Farmhouſe, and 17 Acres of Land thereto belonging, with the Appurtenances, (except all Trees, Woods, *&c.*) To hold from the Determination of the Eſtate of the ſaid *A. K.* and *T.* his Brother, for 99 Years, if *A.* his Wife ſhould live ſo long. Rent 10*s.* Heriot the beſt Good.

The ſame.

Three Lives.

All the Lives are in Being.

T K. brought a Leaſe, dated, *&c.* whereby *A. P.* Eſq; in Conſideration that the ſaid *T. K.* did build a Warehouſe upon the Premiſſes after-mentioned, and of the Rents and Covenants therein contained, granted a Parcel of Ground, being 14 Foot ſquare, lying at, *&c.* To hold for 99 Years, if the ſaid *T. K. A. K.* and *J. K.* Sons of *T. K.* of, *&c.* ſhould live ſo long. Rent 1*s.* Heriot 1*s.*

Three Lives.

All the Lives are in Being.

T. K.

T. K. brought another Leaſe, dated, *&c.* where- The ſame.
• by *W. B.* and *J. W.* Eſqs; in Conſideration of 40 *l.* granted to him the Reverſion of a Piece of Ground called *S.* containing five Acres and an Half, and a Piece of Paſture-ground called *H.* containing three Acres; To hold from the Determination of the Eſtate of *J. C.* for 99 Years, if *A. K.* and *T. K.* his Sons live ſo long: Rent 10 *s.* and the beſt Beaſt or Goods, or 50 *s.* for an Heriot. Covenant for doing Suit of Court, Clauſe of Re-entry, if the Rent or Heriots be unpaid by the Space of 20 Days, or any Waſte committed. Two lives.

J. H. is dead, the other two Lives are in Being.

T. *K.* brought a Copy of Court-Roll, dated 15 The ſame.
• *October* 10 *Geo.* I. whereby *W. B.* and *J. W.* Eſqs; granted to him the Moiety of a tenement called *W.* and of 48 Acres of Land; To hold for the Life of the ſaid *T. K.* and of *J.* and *R.* his Brothers ſucceſſively: Rent five Shillings and ſix Pence, for the Fine ſixty-five Pounds. Three Lives.

All the Lives are in Being.

T. K. brought another Copy, dated, *&c.* whereby The ſame.
• a Grant was made to him of the other Moiety of the Tenement in the laſt Copy; To hold to him, and to *E.* and *M.* his Daughters, during their Lives ſucceſſively: Rent five Shillings and five Pence, Fine forty Pounds. Two Lives.

M. only dead, the other two are in Being, and *E.* is now the wife of *G. W.*

J. S.

Three Lives. J. S. brought a Copy, dated, *&c.* whereby *H. R.* Eſq; granted to him, and *J.* and *D.* his Sons, one Tenement and ſeven Cloſes of Land, containing fifty Acres and an Half: Rent eighteen Shillings and four Pence; Fine forty-five Pounds.

All the Lives are in Being.

One Life. P. S. brought a Copy, dated, *&c.* whereby *H. R.* Eſq; on the Surrender of a Life in Being, granted unto *P. S.* and *R. S.* a Meſuage or Tenement in *P.* containing forty Acres of Land, Meadow and Paſture, with the Appurtenances; To hold the Reverſion of the ſaid Tenement from the Death, Surrender or Forfeiture of *R. S.* Widow, unto *S. P.* and *R. S.* for their Lives ſucceſſively, under the yearly Rent of twenty Shillings: Heriot, when it happens, the beſt Beaſt or Goods, or the Sum of ——— Pounds in Money, at the Lord's Election; Fine ſeventy Pounds.

P. S. only living.

Three Lives. D. G. brought a Leaſe, dated, *&c.* whereby *W. B.* Eſq; in Conſideration of the Surrender of a former Leaſe, and of the Sum of twenty Pounds, granted to the ſaid *D. G.* two Cloſes of Paſture and Meadow-Ground, lying in, *&c.* called *S.* containing by Eſtimation eight Acres, then in the Tenure of *R. H.* and *M. H.* his Wife, (except Timber-Trees and Underground Quarries; To hold for 99 Years, if *D. G. P. S.* and *M. S.* Sons and Daughter of the aforeſaid *D. G.* live ſo long, under the Rent of five Shillings, doing Suit of Court; with a Clauſe, That if the Rent be behind 20 Days, or any voluntary Waſte be committed to the Value of ten Shillings in any one Year, and the ſame being preſented by the Jury, the Leaſe to be void.

All the Lives are in Being.

M. T.

M. T. brought a Copy of Court-Roll, dated, &c. granted by *W. B.* Eſq; unto him the ſaid *M. T.* of the Reverſion of one Cotage in *W.* with one Orchard and one Cloſe called *G.* containing one Acre and a Half, with the Appurtenances; and alſo one other Cotage in *W.* aforeſaid, with a Garden adjoining, and one ſmall Cloſe of Meadow, called *P.* containing three Acres and a Half, with the Appurtenances, then in the Tenure of *J. T.* To hold after the Death, Forfeiture or Surrender of the ſaid *J. T.* for the Lives of the ſaid *M. T.* and of *J. Q.* Son of *A. Q.* of, &c. under the Rent of ſix Shillings; Fine twenty Pounds. Two Lives.

J. T. is dead, and the two Lives are in Being.

M. T. brought another Copy of Court-Roll of the ſame Date, granted to him in Reverſion, of one Cotage in *W.* with a Garden and Orchard thereto belonging, containing Half an Acre, and of two Acres and three Rods of Land, Meadow and Paſture there, with the Appurtenances, then in the Tenure or Occupation of the aforeſaid *J. T.* To hold to the ſaid *M. T.* for the Lives of the ſaid *M. T.* and *J. Q.* after the Surrender, Forfeiture, or Death of the ſaid *J. T.* under the Rent of five Shillings and four Pence; Fine forty Pounds. The ſame. Two Lives.

Both the Lives are in Being and *J. T.* is dead.

R. D. ſent a Copy of Court-Roll, dated, &c. granted on the Surrender of three Lives then in Being, of one Tenement in *E.* with the Appurtenances, and of one Shop thereto adjoining, with a Parcel of Land lying in a Place called *L. Street*, containing twenty Foot in Length, and ten Foot in Breadth: To hold for the Lives of the ſaid *R. D.* and of *R. D.* the younger, and *D. D.* Sons of one *R. D.* ſen. of, &c. in the county of *S.* ſucceſſively, under the Rent of Two Lives.

of ten Shillings; *viz.* five Shillings for the Tenement, and five Shillings for the Shop, *&c.* and the beſt Beaſt or Goods, or in Lieu thereof 3 *l.* 10 *s.* for a Heriot: Fine paid by *R. D.* twenty Pounds, and by *Reg. D.* ten Pounds.

R. and *D.* only are living.

A B. ſent a Leaſe, dated, *&c.* granted by *W. B.* Eſq; in Conſideration of a Surrender of a former Leaſe unto *W. M.* Clerk, the ſaid *A. B. C. D. E. F.* and *G. H.* all of, *&c.* Yeomen, of one Cotage, lying, *&c.* and of one other Cotage, with a Garden thereto belonging, lying, *&c.* To hold for 99 Years, if *W. B.* Son of *A. B. L. S.* the younger, and *W. S.* or any of them, live ſo long, in Truſt for the Poor of the ſaid Pariſh of *D.* under the Rent of one Shilling, Heriot five Shillings, and doing Suit of Court, *&c.*

One Life.

Only *W. S.* living.

J H. brought a Leaſe, dated, *&c.* whereby *H. R.* Eſq; in Conſideration of one hundred Pounds, did grant to *J. H.* all that the Moiety or Half-part of one Meſuage or Tenement, with the Appurtenances, and of one Garden, Orchard, and Curtilage thereunto belonging, together with the ſeveral Parcels of Land, Meadow and Paſture, with the Appurtenances, hereafter mentioned; that is to ſay, one Cloſe, *&c.* containing by Eſtimation, *&c.* all which Premiſſes are ſituate, lying and being, in the Pariſh of *E.* in the County of *S.* and late were in the Tenure of *J. W.* Widow, deceaſed, or her Aſſigns, and are Parcel, or reputed Parcel, of the ſaid Manor of *D.* To hold unto the ſaid *J. H.* for the Term of 99 Years next enſuing, if *G. J. J. H.* and *W. H.* Children of the aforeſaid *J. H.* ſhall ſo long live, under the yearly Rent of ſeven Shillings, doing Suit and Service at the ſaid Courts: Heriot to be paid at the Deaths of each of them, the ſaid *G. H. J. H.* and *W. H.* Sons and Daughter

Three Lives.

Daughter of the ſaid *J. H.* his, her or their beſt Beaſt or Goods, or 40 *s.* in Money.

All the Lives are in Being.

J. Wife of *J. N.* Widow and Executrix of *J. B.* brought a Leaſe, dated, *&c.* whereby *H. R.* Eſq; in Conſideration of 3*l.* did grant to the ſaid *J. B.* all that Cotage ſtanding, *&c.* all which Premiſſes were then in the Poſſeſſion of the ſaid *J. B.* To hold unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, from the Date thereof for 99 Years, if the ſaid *J. B. D. K.* Son of, *&.* and *J. W.* now the Widow of *B.* or either of them, ſhould live ſo long, under the yearly Rent of two Shillings, and five Shillings for a Heriot, and Suit and Services at the Courts, *&c.* a Covenant from *J. B.* to repair, taking Timber, (without Waſte) for the doing thereof; a Reſervation for the Lord to re-enter on Non-payment of Rent in twenty Days, or committing Waſte to the Value of three Shillings in any one Year, or ſuffering the Premiſſes to run into Decay, and not repairing the ſame within one Quarter of a Year after Notice, or Alienation for more than one Year without Licence. Two Lives.

D. K. is dead, the others are living.

S. P. ſent a Copy of Court-Roll, dated, *&c.* granted by *W. B.* Eſq; on the Surrender of a life then in Being, of one Tenement in, *&c.* with the Appurtenances, then in the Tenure of *R. H.* To hold to *M.* Wife of the ſaid *S. P.* and to *P. P.* and *E. P.* Sons of the ſaid *S. P.* for their Lives ſucceſſively, under the Rent of eight Shillings and eight Pence; Heriot the beſt Beaſt, or other Goods, when it happens; Fine one Hundred and five Pounds. Three Lives.

All the Lives are in Being.

J. H. produced a Copy of Court-Roll, granted by *W. B.* Eſq; bearing Date, *&c.* in Reverſion of the Eſtate of *T. V.* which ſhe held for her Widowhood, of and in one Cotage, *&c.* lying and being in, *&c.*

Three Lives. To hold to the ſaid *J. H.* and *J. H.* and *P. H.* Sons of the ſaid *J. H.* for their Lives ſucceſſively, according to the Cuſtom, at the yearly Rent of 5 *s.* and other Rents and Services accuſtomed: Fine 7 *l.*

All the Lives are in Being.

And ſo on, till all the Tenants Leaſes and Copies are ſurveyed; and at the Bottom of the Leaſe, the Steward puts down,

4 *May* 1764.

Surveyed by G. J.
Steward there.

Thus far I have been upon Copyholds for Lives. I go next to every Thing relating to Copyholds of Inheritance.

A Court

A Court Baron, containing Preſentments, Surrenders, Admittances, and all other Proceedings concerning Copyholds of Inheritance.

Manor of *A.* } *The Court Baron of* Thomas A. *Eſq; Lord of the ſaid Manor, held for the ſaid Manor on the* ——— *Day of* ——— *in the Year of our Lord* 1764, *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *before* A. B. *Gent. Steward there.*

Eſſoins. ——— *C. D.* Eſq; *E. F. G. H. J. K.* are each Eſſoined by *L. M.* &c.

Homage.

Abraham D.	}		*Jacob K.*	}
Charles C.			*John L.*	
David B.			*William M.*	
Edward L.	}	Sworn.	*Laurence N.*	} Sworn.
Francis S.			*Richard O.*	
George H.			*Philip P.*	
Henry J.	}			}

Tenants not appearing to do Suit of Court.

First, The ſaid Homage preſent and amerce all cuſtomary Tenants of this Manor, who have not appeared at this Court to do their Suit and Service, at 6 *d.* each of them.

Incroachment on the Waſte, ſecond Offence.

Alſo they preſent, That *John R.* was lately preſented and amerced at this Court, for an Incroachment on the Lord's Waſte, and becauſe he has not yet laid the ſame open, therefore they amerce him for ſuch his ſecond Offence to 5 *s.*

Digging and making the Common.

Alſo they preſent and amerce *Geo. J.* for digging and incloſing Part of the Common, in caſe the ſaid *George* ſhall not lay the ſame open before the firſt Day of *December* next enſuing, to 5 *s.*

Digging and Incloſing the Lord's Waſte.

Alſo it is preſented at this Court by the ſaid Homage, That *A. B.* ſince the laſt Court dug and incloſed Parcel of the Lord's Waſte, abutting upon the cuſtomary Land of the ſaid *A. B.* being, *&c.* and that in Caſe the ſaid *A. B.* ſhall not lay open the ſaid Parcel of Waſte, before the firſt Day of *December* next enſuing, he ſhall forfeit to the Lord of the ſaid Manor 5 *s.*

Like Offence.

Alſo they preſent and amerce *C. D.* for the like Offence 5 *s.* in Caſe as above.

Digging the Lord's Waſte.

Alſo they preſent and amerce *E. F.* Tenant of *S. R.* for digging the Waſte Ground of the Lord of this Manor, to the Quantity of ten Perches or thereabouts, to 20 *s.* for ſuch Offence.

Alſo

Also they present and amerce *G. H.* the Elder for the like Offence, to the Quantity of six Perches, to *10 s.* Like Offence.

Also it is presented by the Homage, That since the last Court, and before this Court, *W. S.* unlawfully cropp'd two Trees growing upon the Common without Leave of the Lord of the Manor; Therefore he is in Mercy *3 s. 4 d.* and that *L. A.* unlawfully cropp'd two Trees upon the Common of the Lord of the said Manor: Therefore he is in Mercy *2 s. 6 d.* Cropping Trees on the Waste.

Also they present and amerce *E. W.* for Depasturing the Herbage growing upon the Waste of the Lord of this Manor, with Sheep and other Beasts, to *12 s. 6 d.* for the said offence. Depasturing Cattle on the Waste, the Herbage belonging to the Lord.

Also they present, That a Heriot is due to the Lord of this Manor on the Death of *K. L.* Gent. for a certain Close of Land called *C.* belonging to a customary Tenement, late of the said *K. L.* deceased, lying, *&c.* Heriot on the Death of a Tenant.

Also it is presented by the said Homage, That *A. B.* who was a Freeholder of this Manor, of one Messuage and five Acres of Land, with the Appurtenances in *B.* within the said Manor, by Fealty, Suit of Court and yearly Rent of *4 s.* died since the last Court, seised of such Estate therein; and that one *G. B.* is his Son and next Heir, of the Age of twelve Years, and at this Court the said *G. B.* came and paid to the Lord for Relief *4 s.* and did Fealty. The Death of a Freeholder.

At this Court the Homage present, That *J. C.* late one of the customary Tenants of this Manor, who held to him and his Heirs of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, one Messuage and four Acres of Land with the Appurtenances Heriotable, died seised thereof since the last Court, and before this Court; whereupon there fell to the Lord a Heriot, and that *A. B.* of the Age of four Years is his Son and next Heir, who, tho' this first Time solemnly called to appear in Court to be admitted Tenant to the said Tenements with Death of a Copyholder, and first Promation for the next Heir to appear and be admitted.

the Appurtenances, did not appear; therefore his firſt Default is recorded, *&c.*

The like. At this Court the Homage preſent, That *E. T.* late a cuſtomary Tenant of this Manor, died ſince the laſt Court and before this Court, ſeiſed of 27 Acres of Land with the Appurtenances, whereof Part is Heriotable, and that *A. B.* is his Son and next Heir and of the Age of 15 Years, who, tho' he was this the firſt Time ſolemnly called by Proclamation to come here in Court and be admitted Tenant to the ſaid Premiſſes, with the Appurtenances, according to the Cuſtom of this court, came not but made Default; therefore the firſt Proclamation and his Default is recorded, *&c.*

Firſt Proclamation for the next Heir to appear and be admitted. At this Court the Homage preſent, That *J. K.* late one of the cuſtomary Tenants of this Manor, who held of the Lord to him and his Heirs at the Will of the Lord, according to the Cuſtom of the ſaid Manor, one cuſtomary Meſuage and ſix Acres of Land with the Appurtenances, died ſeiſed thereof ſince the laſt Court, and before this Court; and that *E. K.* and *J. K.* are his next Heirs, which Heirs, although this the firſt Time ſolemnly called by Proclamation to come here into Court, and be admitted Tenants to the ſaid Premiſſes with the Appurtenances, according to the Cuſtom of this Manor, came not, but made Default; therefore the firſt Proclamation and their Default is recorded, *&c.*

Firſt Proclamation for the Heir, who is not known, to be admitted. At this Court it is preſented by the Homage, That *T. K.* late one of the cuſtomary Tenants of the ſaid Manor, died ſince the laſt Court, and before this Court; upon which at this Court the firſt Proclamation is made three Times, That if any one claims or challenges any Right, Eſtate, Title, Intereſt or Demand of, in or to any cuſtomary Lands or Tenements held of the ſaid Manor, of which the ſaid *T. K.* died ſeiſed, he ſhall come and be admitted, under Penalty of Forfeiture to the Lord of the ſaid Manor; and none then came, *&c.*

At

At this Court it is found by the Homage, That *A. B.* Widow, a cuſtomary Tenant of this Manor, died ſince the laſt Court, and before this Court, ſeiſed of the Moiety of two Meſuages or Tenements, and 18 Acres of Land, with the Appurtenances, but who is next Heir is unknown; therefore at this Court the firſt Proclamation is made, that the Heir of the ſaid *A. B.* come here into Court to take the ſaid Premiſſes which are deſcended to him by the Death of the ſaid *A. B.* but no Body came. First Proclamation after another Manner.

At this Court it is preſented by the Homage, That *E. H.* Widow, one of the cuſtomary Tenants of this Manor, died ſince the laſt Court, and before this Court, ſeiſed of one cuſtomary Meſuage called or known, *&c.* held by Copy of the Rolls of the Court of this Manor, and that *W. E.* is Son and next Heir of the ſaid *E.* and becauſe the ſaid *W.* came not to take the ſaid Premiſſes from the Hands of the Lord, the firſt Proclamation is made. Tenant died ſeiſed, but the Heir not coming to take up the Land, Proclamation is made.

At this Court the ſaid Homage upon their Oath ſay and preſent, That the Sum of 100 *l.* mentioned in a Conditional Surrender made by *R. J.* and *S.* his Wife, to one *E. L.* at the laſt General Court held for the ſaid Manor on *Tueſday* in the firſt Week of *Eaſter*, and payable upon the 18th Day of *September* laſt paſt, was not paid according to the ſaid Condition in the ſaid Surrender ſpecified, and becauſe no one came, *&c.* therefore the firſt Proclamation is made. Money mentioned in a Surrender not being paid, firſt Proclamation is made.

At this Court they preſent, That *A. E.* the Younger, one of the cuſtomary Tenants of this Manor, died ſince the laſt Court held for the ſaid Manor, ſeiſed of a ſmall Parcel of Land Cuſtomary and Heriotable, containing by Eſtimation three Roods (either more or leſs) lying at the Rivulet in *B.* and that *D. E.* is his Daughter and next Heir. The Death of a Copyholder.

And becauſe the ſaid *D. E.* came not to this Court to take the ſaid Tenement from the Hands of the Lord of the ſaid Manor, therefore at this Court Proclamations were made for the firſt Time, that the ſaid *D. E.* come to this Court to take the ſaid Tenement with the First Proclamation for the Heir to come and be admitted.

Appurtenances from the Hands of the Lord of the ſaid Manor.

First Proclamation. Alſo they preſent, That *R. J.* one of the cuſtomary Tenants of this Manor, died ſince the laſt Court ſeiſed of one cuſtomary Cotage and Orchard, ſituate within the ſaid Manor, and that no one came to be admitted thereto; therefore the firſt Proclamation was made, *&c.*

Death of a Copyholder. Alſo they preſent, That *A. W.* one other cuſtomary Tenant of this Manor, is alſo dead ſince the laſt Court, and that he died ſeiſed of divers cuſtomary Lands and Tenements held of this Manor, and that *R. W.* his Brother is his next Heir.

Death of a Tenant, and Admiſſion of the next Heir. At this Court the Homage preſent, That *G. R.* late one of the cuſtomary Tenants of this Manor, who held of the Lord of this Manor to him and his Heirs, at the Will of the Lord, according to the Cuſtom of this Manor, one cuſtomary Meſuage or Tenement, with one Croft of Land Cuſtomary and Heriotable, called *J.* containing three Acres, as alſo one Acre of Land lying at *C.* againſt a Cloſe called *L.* died ſeiſed thereof ſince the laſt Court, and before this Court, and that *G. R.* is his Son and next Heir who is preſent here in Court, and humbly prays to be admitted Tenant of the ſaid Tenements, with the Appurtenances; to whom the Lord by the Steward granted Seiſin thereof by the Rod; To have and to hold the ſaid Tenements with the Appurtenances to him and his Heirs for ever, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor; and he gave to the Lord for a Fine, *&c.* and is thereof admitted Tenant, and did Fealty, *&c.*

The like. At this Court the Homage preſent, That *A. B.* late one of the cuſtomary Tenants of this Manor, who held of the Lord of this Manor to him and his Heirs, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, one cuſtomary Tenement and one Parcel of Land containing by Eſtimation three Acres and four Roods (either more or leſs) called *S.* late Parcel of a Tenement called *T.* one End of the ſaid Parcel of Land abutting upon *C.* Green on the North Part, and

the

the other End thereof abutting upon the Way leading from the said Green to the Remainder of the said Land called *T.* in the East, died seised thereof since the last Court and before this Court, and that *G. A.* is his Son and next Heir who is present here in Court, and humbly prays to be admitted Tenant to the said Tenement with the Appurtenances, to whom the Lord by the Steward granted Seisin thereof by the Rod; To have and to hold the said Tenements with the Appurtenances to him and his Heirs for ever, at the Will of the Lord, according to the Custom of the said Manor; and he gave to the Lord for a Fine, *&c.* and is thereupon admitted Tenant, and did Fealty, *&c.*

After the first Proclamation the Heir appears.

At this Court, after the first Proclamation made at the last Court, came *T. F.* one of the Heirs of *T. T.* to wit, Son and Heir of *T. F.* and *A.* his Wife, one of the Daughters and Coheiresses of *J. T.* late one of the customary Tenants of this Manor, who held to him and his Heirs one Messuage and four Acres of customary Land lying near *C.* which said Messuage in the Life of the said *J. T.* was allotted by the said *J. T.* to the said *T. F.* for his Part of the said Tenements; To have and to hold to the said *T. F.* his Heirs and Assigns, at the Will of the Lord, according to the Custom of the said Manor; and he gave to the Lord for a Fine, *&c.* and is thereof admitted Tenant; but his Fealty is respited until, *&c.*

And is admitted by Guardian.

Afterwards at this Court the Lord of the Manor by his Steward committed the Custody of the Body of the said *T. F.* who is under Age, to wit, of the Age of ten Years or thereabouts, as to the said Messuage, to *T. F.* Father of the said *T. F.* until he shall come to the Age of 14 Years, and thereupon to render Account, *&c.*

Death of a Tenant, and Admission of the next Heir.

At this Court it is presented by the said Homage, That *A. B.* late one of the customary Tenants of this Manor, who held to him and his Heirs, of the Lord of the said Manor, by Copy of the Rolls of the Court, according to the Custom of the said Manor, one Cottage or Tenement, *&c.* with the Appurtenances, by 6*d.* yearly Rent, Fealty, Suit of Court, and other Services

vices therefore due and of Right accuſtomed, died ſeiſed; and that *A. B.* is his Son and Heir, and of full Age: Which ſaid *A. B.* the Son, preſent here in Court, prays to be admitted Tenant of the ſaid Premiſſes, with the Appurtenances; To whom the Lord by his ſaid Steward granted Seiſin thereof by the Rod; To have and to hold all and ſingular the ſaid Premiſſes, with the Appurtenances, to the ſaid *A. B.* the Son, his Heirs and Aſſigns, for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the yearly Rent of 2*s.* 6*d.* Fealty, Suit of Court, and other Services therefore due and of Right accuſtomed. And he gave the Lord a Fine for ſuch Entry, did Fealty, and is thereof admitted Tenant.

Death of a Tenant.

And whereas at this Court it is found and preſented by the Homage there, that *A. P.* was admitted Tenant to a certain Cottage, and half an Acre of cuſtomary Land, lying and being upon *S.* and that the ſaid *A.* died a long Time before this Court, and that *W. P.* is his next Heir: Now at this Court the ſaid *W.* and *M.* his Wife come in their proper Perſons, and humbly pray of the Lord to be admitted Tenants thereof; To hold to the ſaid *W. P.* and *M.* his Wife, and the Heirs of the ſaid *W.* To which ſaid *W.* and *M.* the Lord by his ſaid Steward granted and delivered Seiſin thereof by the Rod; To have and to hold the ſaid Cottage, and Half an Acre of Land, with the Appurtenances, to the ſaid *W.* and *M.* his Wife, and the Heirs of the ſaid *W.* of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rent and Services therefore due and of Right accuſtomed. And the ſaid *W.* paid to the Lord for a Fine, as appears, *&c.* did his Fealty; and the ſaid *W.* and *M.* are admitted Tenants thereof, *&c.*

Admiſſion to Baron and Feme, and the Heirs of the Huſband.

Surrender out of Court, and Admiſſion upon it at the next Court.

At this Court *R. A.* one of the cuſtomary Tenants of this Manor, ſince the laſt Court, and before this Court, to wit, on the 21ſt Day of *October* laſt paſt, ſurrendered into the Hands of the Lord of this Manor, by the Hands of *W. D.* Deputy-Bailiff of the Lord, in

in the Preſence of *G. R.* and *J. W.* two cuſtomary Tenants of this Manor, reſident there, according to the Cuſtom of this Manor, all that cuſtomary Meſuage or Tenement, and one Acre of cuſtomary Land, ſituate and being near *E.* by *H.* Heath, in the Tenure of *H. J.* or his Aſſigns, To the Uſe and Behoof of *J. S.* of *S.* in the County of *E.* his Heirs and Aſſigns for ever. Whereupon the ſaid *J. S.* preſent here in Court, humbly prays to be admitted Tenant of the ſaid Premiſſes, with the Appurtenances: To whom the Lord, by his Steward, granted and delivered Seiſin thereof by the Rod; To have and to hold to him, his Heirs and Aſſigns, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And he gives to the Land for a Fine, *&c.* and is admitted Tenant thereof, and did his Fealty, *&c.*

Surrender out of Court, and Admiſſion, after another Manner.

At this Court it is preſented by the ſaid Homage, That *A. B.* one of the cuſtomary Tenants of this Manor, ſince the laſt Court, to wit, on the firſt Day of *June* in the Year of our Lord 175c, according to the Cuſtom of the ſaid Manor, ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of *C. D.* and *E. F.* two other cuſtomary Tenants of the ſaid Manor, two Acres of Arable Land, lying in *N.* Field, abutting on the lower Furlong of the Land of *W. R.* on the Eaſt-Part, and the Land of *T. T.* on the Weſt-Part, with the Appurtenances, To the Uſe and Behoof of *G. F.* of, *&c.* Yeoman, his Heirs and Aſſigns for ever. And now at this Court the ſaid *G. H.* came and prayed to be admitted Tenant of the Premiſſes aforeſaid, with the Appurtenances: To whom the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To have and to hold the ſaid Premiſſes, with the Appurtenances, to the ſaid *G. H.* his Heirs and Aſſigns, for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the yearly Rent of 6*d.* Fealty, Suit, and other Services therefore due and of Right accuſtomed; And they give to the Lord for a Fine, for

ſuch

ſuch their Entry, as appears in the Margin, and did Fealty, and are admitted Tenants thereof.

Surrender out of Court.

It is alſo found by the Homage there, That *R. B.* one of the cuſtomary Tenants of this Manor, by Copy of the Rolls of the Court, according to the Cuſtom of the Manor, of one Meſuage, three Acres of Land, two Acres of Meadow and four Acres of Paſture, with the Appurtenances in *C.* within the ſaid Manor, ſince the laſt Court, ſurrendered out of Court into the Hands of the Lord of the ſaid Manor, by the Hands of *G. D.* and *B. C.* two cuſtomary Tenants of the ſaid Manor, according to the Cuſtom of the ſaid Manor, his ſaid Tenements, with the Appurtenances, to the Uſe and Behoof of *J. B.* his Heirs and Aſſigns for ever; To hold of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor. To which ſaid *J. B.* the Lord, by his Steward, granted Seiſin thereof by the Rod; To hold to him and his Heirs; and to hold of the Lord, by the Rent of 5*s.* by the Year, and other Services therefore due and of Right accuſtomed: And he gives to the Lord for a Fine, for his Entry to be had therein, 40*s.* did his Fealty, and is admitted Tenant thereof.

Surrender and Admiſſion by Guardian.

At this Court the Homage preſent, That *A. L.* one of the cuſtomary Tenants of the ſaid Manor, ſince the laſt Court, and before this Court, to wit, on the third Day of *February* laſt paſt, according to the Cuſtom of the ſaid Manor, ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of *D. C.* and *C. H.* two cuſtomary Tenants of the ſaid Manor, one Cotage, with the Appurtenances, within the ſaid Manor, To the Uſe and Behoof of *A. B.* Son of, *&c.* his Heirs and Aſſigns, for ever. Which ſaid *A. B.* the Son, by *C. D.* his Guardian, comes here into Court, and prays to be admitted Tenant of the ſaid Premiſſes, with the Appurtenances; to whom the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To have and to hold the ſaid Premiſſes, with the Appurtenances, to the ſaid *A. B.* his Heirs and Aſſigns, for ever, of the Lord by the Rod, at the Will of the Lord, according

according to the Cuſtom of the ſaid Manor, by the yearly Rent of 8 *d.* Fealty, Suit of Court, and other Services therefore due and of Right accuſtomed: And he gives to the Lord for a Fine, for ſuch his Entry, 30*s.* and his Fealty is reſpited until, *&c.*

If any one of full Age be admitted by Attorney (as he may be), in that Caſe only put *his Attorney* inſtead of *his Guardian.*

At this Court *J. S.* one of the cuſtomary Tenants of this Manor, ſurrendered into the Hands of the Lord, by the Hands and Acceptance of the Steward of the ſaid Court, the fourth Part of one Meſuage, and Lands thereunto belonging, with the Appurtenances, To the Uſe and Behoof of his Teſtament and laſt Will, and to ſuch Perſon or Perſons, and for ſuch Eſtate or Eſtates, as by ſuch Teſtament and laſt Will in Writing ſhall be limited, ſpecified or appointed, *&c.* Surrender to the Uſe of a Will.

At this Court *S. B.* one of the cuſtomary Tenants of this Manor, ſurrendered into the Hands of the Lord, by the Hands and Acceptance of the ſaid Steward, all that cuſtomary and heriotable Meſuage or Tenement, and ſixteen Acres of Land (either more or leſs) called *S.* and alſo one Parcel of Land containing three Acres and an Half heriotable, and Parcel of the ſaid Tenement called *S.* To the Uſe and Behoof of *R. A.* his Heirs and Aſſigns for ever: Which ſaid *R. A.* preſent here in Court, humbly prays to be admitted Tenant to the ſaid Tenements, with the Appurtenances; to whom the Lord by his Steward, granted and delivered Seiſin by the Rod; To have and to hold the ſaid Tenements, with the Appurtenances, to the ſaid *R. A.* his Heirs and Aſſigns, at the Will of the Lord, according to the Cuſtom of the ſaid Manor: And he gives to the Lord for a Fine, *&c.* is admitted Tenant thereof, and did Fealty, *&c.* Surrender in Court, and Admiſſion.

At this Court came *A. B.* Gent. one of the cuſtomary Tenants of this Manor, who held to him, and the Heirs of his Body lawfully begotten, all that Meſuage The like in another Form.

ſuage or Tenement, cuſtomary and heriotable, with the Appurtenances, called *P.* and ſeven Crofts of Land thereunto belonging; one of which lies oppoſite to the ſaid Meſuage, another called *B.* another called *L.* &c. containing by Eſtimation twenty Acres (either more or leſs); as alſo of four Acres of Land and Meadow, called, *&c.* as alſo one Parcel of Meadow, called, *&c.* and one other Croft of Land, called *G.* containing by Eſtimation five Acres (either more or leſs); as alſo three Acres of Land, called *T.* or by whatſoever other Name or Names the ſaid Premiſſes, or any Part of them, are called or known; and in the ſame Court ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of his ſaid Steward, all and ſingular the ſaid Premiſſes, with their Appurtenances, to the Uſe and Behoof of *F. S.* and his Heirs for ever: Which ſaid *F. S.* preſent here in Court, humbly prays to be admitted to the ſaid Premiſſes, with the Appurtenances; to whom the Lord of the ſaid Manor, by his ſaid Steward, granted and delivered Seiſin thereof by the Rod; To have and to hold to him and his Heirs, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services, and Cuſtoms therefore due and of Right accuſtomed: And he gives to the Lord for a Fine, *&c.* and is admitted Tenant thereof, and did Fealty to the Lord.

Surrender in Court, and the Perſon to whom ſurrendered is admitted, and afterwards ſurrenders to the Uſe of himſelf for Life, Remainder to his Wife for Life, Remainder to a Stranger in Fee.

At this Court came *J. S.* one of the cuſtomary Tenants of this Manor, and ſurrendered into the Hands of the Lord, by the Hands and Acceptance of the ſaid Steward, all that cuſtomary Meſuage or Tenement, with the Out-Houſes, Edifices, Yards, Gardens, and one Acre of Land, *&c.* now in the Tenure or Occupation of Widow *W.* or her Aſſigns, to the Uſe and Behoof of *J. V.* his Heirs and Aſſigns for ever. And upon this the ſaid *J. V.* comes here into the ſame Court, and humbly prays of the Lord to be admitted Tenant of the ſaid Premiſſes, with the Appurtenances, according to the Form and Effect of the

ſaid

ſaid Surrender; to whom the Lord, by the Steward, granted Seiſin thereof by the Rod; To have and to hold to him, his Heirs and Aſſigns, for ever, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And he gives to the Lord for a Fine, *&c.* and is admitted Tenant thereof, and did Fealty, *&c.* And upon this the ſaid *J. V.* being admitted Tenant as aforeſaid, immediately after his ſaid Admiſſion in that Behalf made, here in Court ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of the ſaid Steward, all that cuſtomary Meſuage aforeſaid, and the aforeſaid one Acre of Land, and all and ſingular other the Premiſſes, with the Appurtenances, to the Uſe and Behoof of the ſaid *J. V.* for Term of his Life; and after his Deceaſe, then to the Uſe and Behoof of *M. V.* his Wife, for Term of her Life; and after her Deceaſe, then to the Uſe and Behoof of *M. F.* his Heirs and Aſſigns, for ever; to the Intent that the Lord of the Manor may re-grant the ſaid Tenements, with the Appurtenances, to the ſaid *J. V.* and *M.* his Wife, and the ſaid *M. F.* according to the Form and Effect of the ſaid laſt Surrender. Upon which the Lord of the ſaid Manor, by his Steward, granted to the ſaid *J. V.* Seiſin of the ſaid Tenements, with the Appurtenances, by the Rod; To have and to hold to the ſaid *J. V.* and his Aſſigns, for the Term of his Life; Remainder thereof, after his Deceaſe, to hold to the ſaid *Mary* his Wife and her Aſſigns, for the Term of her Life; the Remainder thereof, after her Deceaſe, to the ſaid *M. F.* his Heirs and Aſſigns for ever, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And they ſeverally give to the Lord for a Fine, for their Admiſſions, amounting in the whole to 15 *l.* whereof 12 *l.* were paid to the Lord of the Manor in Court, and 60 *s.* the Remainder thereof, is to be paid to the

of the longer Liver of them, if the ſaid Marriage ſhall be ſolemnized, and not otherwiſe, according to the Form and Effect of the ſaid Surrender of the Lord, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And the ſaid *T.* did Fealty, *&c.* and they are admitted Tenants thereof, *&c.* ſaving to every one his Right, *&c.*

Another

Another Court Baron, concerning Copyholds of Inheritance.

Manor of *B.* } *The Court Baron of Sir* E. K. *Knt. held there on the Fourteenth Day of* August *in the Year of our Lord* —— *and in the* —— *Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* G. J. *Gent. Steward there.*

No *Essoins.* No *Plaints.*

Homage.

George T.
John R.
Edward S. } Sworn.
Thomas R.
Abraham H.

Nathan W.
Andrew B.
James T. } Sworn.
Thomas R.

THE said Jurors upon their Oath present, That *A. B. C. D. E. F.* &c. are Freehold Tenants of this Manor, and owe Suit of Court, and at this Court have made Default: Therefore each of them in Mercy, as appears over their Names. Freeholders not appearing.

Also the said Jurors upon their Oath present, That *A. M. L. O. P. R. S. M. G. H.* &c. are Tenants by Copy of the Rolls of the Court, and owe Suit of Court, and at this Day have made Default: Therefore Copyholders not appearing.

fore each of them in Mercy, as appears over their Names.

Reſcue. Alſo they preſent, That *G. B.* the Lord's Bailiff, on the —— Day of, *&c.* within the ſaid Lordſhip, diſtrained *H. S.* for Rent, then in Arrear and due, and unpaid to the Lord, from the ſaid *H. S.* and that the ſaid *H. S.* then and there made Reſcue upon the ſaid *G. B.* Therefore he is in Mercy, *&c.*

Incroachment. Alſo they preſent, That *T. G.* has incroached and dug a Trench upon the Common againſt the Yard of the Meſuage of *H. G.* Therefore he is in Mercy, as appears over his Name: And he is commanded to remove the ſaid Incroachment before the Feaſt of St. *Michael* the Archangel next enſuing, under the Penalty ſet over his Name.

Incroachment. Alſo they preſent, That *R. W.* has incroached upon the Lord's Waſte in Length twenty Yards, and in Breadth one Yard: Therefore he is in Mercy, *&c.* And he his ordered to lay open the ſame before the Feaſt of St. *John* the Baptiſt next enſuing, under the Penalty of forfeiting to the Lord for every Yard, *&c.*

Stable erected on the Waſte. Alſo they preſent, That *E. C.* ſince the laſt Court, and before this Court, erected a Stable upon the Waſte Ground of the Lord: And it is ordered, That the ſaid Stable be pulled down before three Months next enſuing, under the Penalty of forfeiting 5 *s.*

Depaſturing Cattle, where no Right. Alſo they preſent, That the ſaid *E. C.* has depaſtured Cattle upon the Town Lands of *S.* without any Right or Title, and contrary to the Cuſtom of the Manor: Therefore he is in Mercy, *&c.*

Stopping a Lane. Alſo they preſent *B. A.* Gent. and *B. S.* for ſtopping a certain common Lane, leading from a certain Place called *W.* to a certain Bridge called *P.* Bridge, by reaſon whereof the Tenants adjoining thereto are hindered from their Common of Paſture, and thereby in Proceſs of Time a Paſſage thereto may be denied and wholly loſt: And in Default of not laying the ſame open before the Feaſt of St. *John* the Baptiſt next enſuing, they amerce each of them ſeverally to 5 *s.*

Alſo

Alſo the ſaid Homage upon their Oath preſent, That *A. B.* a cuſtomary Tenant of this Manor, ſince the laſt Court, to wit, on the 20th Day of *January* in the Year of our Lord ——— committed Waſte upon one cuſtomary Cloſe of Paſture called *P.* within the ſaid Manor, which the ſaid *A. B.* held of the Lord of this Manor by Copy of the Rolls of the Court, by cutting down and ſelling two large Aſh-Trees, and ſix large Elms, then growing upon the ſaid Cloſe, contrary to the Cuſtom of the ſaid Manor; whereby the ſaid *A. B.* has forfeited to the Lord of this Manor all cuſtomary Lands and Tenements, which at the Time of committing the ſaid Waſte he held of the Lord of the ſaid Manor: Therefore the Bailiff is commanded to ſeize the ſaid Lands and Tenements into the Hands of the Lord of the ſaid Manor, *&c.*

Tenement forfeited for cutting Trees.

Alſo they preſent, That ſince the laſt Court, to wit, on the ——— Day, *&c.* laſt paſt, *C. D.* and *E. F.* then being cuſtomary Tenants of this Manor, took and accepted a certain Surrender into the Hands of the Lord of the ſaid Manor, then made by *G. H.* Gent. of all the cuſtomary Lands of the ſaid *G. H.* to the Uſe *J. K.* Gent. his Heirs and Aſſigns; and that the ſaid *C. D.* and *E. F.* have not preſented the ſaid Surrender at this Court, being the firſt Court next after the Taking the ſaid Surrender, but have vacated and cancelled the ſaid Surrender, contrary to the Cuſtom of the ſaid Manor, by which the ſaid *C. D.* and *E. F.* have forfeited to the Lord of this Manor all their Lands and Tenements, which they now reſpectively hold of the Lord of this Manor by Copy of the Rolls of the Court: And the Bailiff is commanded to ſeiſe the ſaid Lands and Tenements into the Hands of the Lord of the ſaid Manor.

Forfeiture for not delivering a Surrender into Court.

At this Court the ſecond Proclamation was made for *W. S.* to come into Court, and be admitted to one Cotage, and ſixteen Acres of Land belonging thereunto, held of the ſaid Manor, as Heir of *T. C.* lately deceaſed, and came not.

Second Proclamation for the Heir to appear, and be admitted Tenant.

Second Proclamation.

At this Court the ſecond Proclamation was made, That the next Heir of *A. R.* Widow, now deceaſed, ſhould come here into Court, to take the Moiety of two Meſuages or Tenements, and eighteen Acres of Land, with the Appurtenances, which deſcended to him by the Death of the ſaid *A. R.* but no one came.

Second Proclamation after another Manner.

At this Court *J. W.* Son and Heir of *J. W.* who before the laſt Court died ſeiſed of twenty and ſeven Acres of cuſtomary Land, with the Appurtenances, (whereof Part is heriotable) although this ſecond Time ſolemnly called by Proclamation to come here into Court and be admitted Tenant to the ſaid Tenements, with the Appurtenances, according to the Cuſtom of this Manor, came not, but made Default: Therefore the ſecond Proclamation and his Default is recorded, *&c.*

Second Proclamation upon a Surrender.

At this Court, becauſe *A. B.* came not to take a cuſtomary Tenement, with the Appurtenances, in, *&c.* called, *&c.* out of the Hands of the Lord, to the Uſe of the ſaid *A.* ſurrendered by *T. B.* on the 26th Day of *November* in the Year of our Lord, *&c.* Therefore a ſecond Proclamation is made.

Licence to demiſe.

At this Court Licence is granted to *M. O.* Widow, to demiſe, *&c.* three Cloſes of Land, *&c.* to any Perſon or Perſons for any Number of Years, not exceeding thirty-one Years, from the Feaſt of Saint *Michael* now next enſuing.

Another Licence to demiſe.

At this Court the Lord of the ſaid Manor hath granted Licence to *J. R.* Gent. to demiſe all and ſingular his cuſtomary Meſuages, Lands and Tenements, within the ſaid Manor, to any Perſon or Perſons, for any Term of Years not exceeding the Term of one and twenty Years, to be computed from the Feaſt of the Nativity of St. *John* the Baptiſt laſt paſt; and the ſaid *J. R.* gives to the Lord for a Fine for this Licence, as appears in the Margin.

Licence to demiſe after another Manner.

At this Court came *B. S.* Gent. one of the cuſtomary Tenants of this Manor, and humbly prayed Licence to demiſe all that his cuſtomary Tenement and

and about ſixteen Acres of cuſtomary Land called *S.* now or late in the Tenure or Occupation of *E. L.* Widow, and alſo all that his Meſuage, with the Moiety of one Yard Land called *H.* in the Occupation of *K. T.* and one Croft of cuſtomary Land called *G. S.* containing about five Acres, and about thirteen Acres of cuſtomary Land called *E.* and alſo one Parcel of cuſtomary Land containing about three Acres and an Half, Parcel of a certain Tenement called *F. S.* to which ſaid *B. S.* the Lord of the ſaid Manor, by his ſaid Steward, and by *H. J.* Gent. (who now is on this Occaſion thereunto authoriſed by the Lord of the ſaid Manor) in open Court gave and granted Liberty and Licence to leaſe the ſaid Meſuage and Premiſſes with their and every of their Appurtenances to one *B. A.* of, *&c.* his Executors, Adminiſtrators and Aſſigns; To have and to hold the ſaid Meſuages and Premiſſes to the ſaid *B. A.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel laſt paſt, unto the End and Term of forty Years, from thence next enſuing, and fully to be complete and ended, if the ſaid *B. S.* ſhall ſo long live) ſo that the Lord and Lords of this Manor for the Time being, may from Time to Time, during the Continuance of the ſaid Term, enter into the ſaid Premiſſes or any Part or Parcel thereof ſeiſe, diſtrain, or take any other lawful Remedy, for the Rents, Services, Fines, Amercements or other Dues or Services due or to be due, for and in reſpect of the ſaid Premiſſes, as fully to all Intents and Purpoſes, as if this Licence had not been had or granted; and the ſaid *B. S.* gives to the Lord for a Fine for this Licence 5 *l.* Sterling.

Admiſſion by Attorney after a Death.

Whereas at the Court held for the ſaid Manor on the ninth Day of *May*, &c. it was found by the Homage that *D. M.* (late Widow and Relict of *R. M.*) died ſeiſed, to wit, for Term of her Life, of two Cotages or Tenements with the Appurtenances, lying near the Church of *S.* (which ſaid Cotages, with the Appurtenances before, when the ſaid *R. M.* was alive,

was only one Meſuage or Tenement called *B.*'s) but to whom the ſaid Tenement, with the Appurtenances, deſcended they knew not; now at this Court comes *J. S.* and gives the Homage to underſtand, that the ſaid Tenement, with the Appurtenances, deſcended to *E. M.* Widow, and Relict of *L. M.* Gent. by Virtue of the laſt Will and Teſtament of the ſaid *L. M.* as by the Rolls of the Court of the ſaid Manor of the ——— Day of, *&c.* appears; and in this ſame Court comes the ſaid *E. M.* by the ſaid *J. S.* her Attorney, and humbly prays to be admitted to the ſaid Tenements with the Appurtenances, to which *E. M.* by the ſaid *J. S.* her Attorney, the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To have and to hold the ſaid Tenements, with the Appurtenances, to the ſaid *E. M.* her Heirs and Aſſigns for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed: And ſhe gives to the Lord for a Fine as appears, *&c.* and is admitted by the ſaid *J. S.* her Attorney; but her Fealty is reſpited.

Recital of a Surrender to the Uſe of a Will, and Admittances to the Deviſees.

Whereas at a Court held for this Manor, on the ——— Day, *&c. T. C.* and *B. C.* Gent. were admitted Tenants to the Lord for Term of their Lives, Remainder after their Deceaſe to *D. C.* and the Heirs of his Body, and for Default of ſuch Iſſue to *A. S.* Siſter of the ſaid *D.* and her Heirs for ever, on the Surrender, and according to the Form and Effect of the laſt Will of *G. W.* Gent. to one Meſuage or Tenement, and two Crofts of Land, containing by Eſtimation five Acres called *H.* one Croft of Land called *M.* containing by Eſtimation two Acres, and one Rood of Land lying in, *&c.* with the Appurtenances, as by the Rolls of the ſaid Court appear; which ſaid *D. C.* before this Court died without Iſſue of his Body lawfully begotten; alſo the ſaid *T. C.* and *B. C.* died long before this Court; now at this Court after the ſecond Proclamation made, came the ſaid *A. S.* Wife of *P. S.* Gent. and humbly prayed to be admitted to the

the ſaid Premiſſes, with the Appurtenances, according to the Form and Effect of the ſaid Teſtament; to which ſaid *A.* the Lord of the ſaid Manor, by his ſaid Steward, granted Seiſin thereof by the Rod; To have and to hold the ſaid Premiſſes, with the Appurtenances, to the ſaid *A. S.* her Heirs and Aſſigns for ever, according to the Form and Effect of the ſaid laſt Will of the ſaid *G. W.* by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed; and ſhe is thereupon admitted Tenant, and gives to the Lord for a Fine, as appears, *&c.* and the ſaid *P.* by Virtue thereof did Fealty to the Lord.

Recital of a Surrender and Admittance, and a freſh Surrender and Admittance upon it.

Whereas at a Court held for the ſaid Manor on the ——— Day of, *&c. H. P.* was admitted Tenant of the Lord, to him and the Heirs of his Body lawfully begotten, to one cuſtomary Cotage, with the Appurtenances thereunto belonging, on the Surrender of *W. P.* as by the Rolls of the ſaid Court appears; now at this Court it is found by the Homage, that ſince the laſt Court and before this Court, to wit, on the 13th Day of *June* laſt paſt, the ſaid *H.* ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of *T. B.* Deputy Bailiff, and in the Preſence of *G. R.* and *A. B.* two cuſtomary Tenants of the ſaid Manor, all that cuſtomary Meſuage or Tenement, abutting on the Lands of *T. K.* on the *South*, with all Edifices, Houſes, Buildings, Barns, Stables, Yards, Orchards, and Gardens, and one ſmall Cloſe of cuſtomary Land, containing by Eſtimation about Half an Acre, (either more or leſs) belonging to the ſaid Meſuage, with all and ſingular the Appurtenances, now in the Tenure of *W. S.* or his Aſſigns: To the Uſe and Behoof of *W. W.* third Son of *R. W.* of, *&c.* his Heirs and Aſſigns for ever; to which ſaid *W.* preſent here in Court the Lord of the ſaid Manor, by his ſaid Steward granted Seiſin thereof by the Rod; To have and to hold to him and his Heirs, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed: And he gives to the Lord

that then the ſaid Surrender ſhould be void and of no Effect; otherwiſe to remain in full Force and Effect.

The like. At this Court the Homage preſent, That *J. B.* one of the cuſtomary Tenants of this Manor, ſince the laſt Court, and before this Court, to wit, on the ——— Day, *&c.* ſurrendered into the Hands of the Lord of the Manor, by the Hands of *W. D.* Deputy-Bailiff of the Lord, and in the Preſence of *J. V.* and *R. A.* two cuſtomary Tenants of this Manor, teſtifying the ſame, according to the Cuſtom of the ſaid Manor, all that cuſtomary Meſuage or Tenement commonly called or known by the Name of *W. S.* with all Houſes, Out-houſes, Barns, Stables, Yards, Orchards, Gardens, and two Cloſes or Crofts of cuſtomary Land, containing by Eſtimation four Acres (more or leſs) with their and every of their Appurtenances, ſituate, *&c.* and now in the Tenure of *T. D.* or his Aſſigns, To the Uſe and Behoof of *J. C.* of *E.* &c. his Heirs and Aſſigns for ever: Provided always, That if the ſaid *J. B.* his Heirs, Executors or Adminiſtrators, ſhould pay, or cauſe to be paid, to the ſaid *J. C.* his Executors, Adminiſtrators or Aſſigns, the full Sum of ninety Pounds nine Shillings and two Pence of good and lawful Money of *Great Britain*, on or upon the fourteenth Day of *January* next enſuing the ſaid Surrender, at the Dwelling-houſe of the ſaid *J. C.* ſituate at, *&c.* that then the ſaid Surrender ſhould be void; otherwiſe to remain in full Force and Effect.

Another Surrender upon Condition recited, and the Condition performed, and a freſh Surrender upon Condition. Whereas at the Court held for this Manor, on the ——— Day, *&c.* it was found by the Homage, That *R. A.* one of the cuſtomary Tenants of this Manor, out of Court, to wit, on the ninth Day, *&c.* ſurrendered into the Hands of the Lord, by the Hands of *G. D.* Deputy-Bailiff, and in the Preſence of *T. G.* and *G. R.* two cuſtomary Tenants of the ſaid Manor, according to the Cuſtom of the ſaid Manor, all that cuſtomary Meſuage or Tenement called *B.*'s, or by whatſoever other Name it is called, with all Orchards, Gardens, Houſes, *&c.* and alſo three Acres of cuſtomary

mary Land, to the ſaid Meſuage belonging, now in the Occupation of *J. R.* and the ſaid *R. A.* and one other cuſtomary Cotage or Tenement, with the Appurtenances, now in the Tenure of *L. A.* To the Uſe and Behoof of *S. K.* of *K.* in the County of ——— Widow, and her Heirs for ever, upon Condition, that if the ſaid *R. A.* ſhould pay to the ſaid *S. K.* the full Sum of one Hundred and twenty-ſeven Pounds and four Shillings, upon the fourteenth Day of *April* in the Year, *&c.* that then the ſaid Surrender ſhould be void; otherwiſe to remain in full Force and Virtue. Now at this Court came *J. A.* of, *&c.* and by the Aſſent and Appointment of the ſaid *S. K.* acknowledged full Satisfaction, according to the Form and Effect of the ſaid conditional Surrender. And afterwards at this Court the ſaid *R. A.* came in his proper Perſon, and in open Court ſurrendered into the Hands of the Lord, by the Hands of his ſaid Steward, all and ſingular the ſaid Premiſſes, with the Appurtenances; To the Uſe and Behoof of *J. A.* aforeſaid, and *T. A.* of, *&c.* and their Heirs for ever; upon Condition nevertheleſs, That if the ſaid *R. A.* his Executors, Adminiſtrators or Aſſigns, ſhall pay, or cauſe to be paid to the ſaid *J. A.* and *T. A.* their Executors or Adminiſtrators, the full Sum of one Hundred and ſix Pounds of good and lawful Money of *Great Britain*, on or upon the eighteenth Day of *April*, which will be in the Year of, *&c.* for the Uſe and Benefit of *S. M.* that then the ſaid Surrender ſhall be void, and of no Force; otherwiſe to remain in full Strength and Virtue.

A conditional Surrender.

Alſo at this Court it is found by the Homage, That *T. R.* the Younger, one of the Tenants of this Manor, ſince the laſt Court, and before this Court, to wit, on the —— Day, *&c.* laſt paſt, ſurrendered into the Hands of the Lord of the ſaid Manor by the Rod, by the Hands of *E. E.* ſtanding in the Place of the Bailiff of the Lord, in the Preſence of *T. R.* and *E. S.* two cuſtomary Tenants of the ſaid Manor, according to the Cuſtom of the Manor, all that cuſtomary Cotage or Tenement called *G.*'s with the Orchards, Gar-

dens, and Appurtenances thereunto belonging, now in the Tenure or Occupation of the ſaid *T. R.* the Younger, or his Aſſigns, To the ſole Uſe and Behoof of his Brother *W. R.* of, *&c.* in the County of, *&c.* his Heirs and Aſſigns for ever; upon Condition nevertheleſs, that if the ſaid *T. R.* his Heirs, Executors, Adminiſtrators or Aſſigns, or either of them, ſhould pay, or cauſe to be paid, to the ſaid *W. R.* or his certain Attorney, Executors, Adminiſtrators or Aſſigns, the full Sum of twelve Pounds of good and lawful Money of *Great Britain*, upon the 25th Day of *March* which ſhall be in the Year, *&c.* and well and truly pay, or cauſe to be paid, three Shillings to the ſaid *W. R.* of like lawful Money, on every three Months during the Term of three Years, then the ſaid Surrender ſhould be void or elſe to remain in full Force.

A conditional Surrender by a Man and his Wife.

At this Court the Homage preſent, That *S. B.* and *C.* his Wife, two cuſtomary Tenants of this Manor, ſince the laſt Court, and before this Court, to wit, on the ——— Day, *&c.* laſt paſt, came before *J. S.* Gent. Steward of the Court of the ſaid Manor at *L.* (the ſaid *C.* being then and there ſeparately and ſecretly examined by the ſaid Steward) and ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands and Acceptance of the ſaid Steward, all that Meſuage or Tenement cuſtomary and heriotable, with the Appurtenances, called *P.* and ſeven Crofts of Land thereunto belonging, whereof one is called *B.* another *F.* &c. containing by Eſtimation in the whole forty Acres, (more or leſs) ſituate within the ſaid Manor, and now or late in the Occupation of the ſaid *S.* and *C.* their Aſſignee or Aſſigns; To the Uſe and Behoof of *F. L.* Widow, her Heirs and Aſſigns for ever: Provided always, That if the ſaid *S.* his Heirs or Aſſigns, ſhould pay, or cauſe to be paid, to the ſaid *F. L.* her Executors, Adminiſtrators or Aſſigns, one Hundred and twenty-ſeven Pounds and four Shillings of lawful Money of *Great Britain*, upon the 12th Day of *November*, which will be in the Year of our Lord, *&c.* then the ſaid Surrender to be void, or elſe to remain in full Force and Virtue.

At

At this Court the Homage preſent, That *J. C.* and *W. C.* two cuſtomary Tenants of this Manor, ſince the laſt Court, and before this Court, to wit, on the ——— Day, *&c.* ſurrendred into the Hands of the Lord of the Manor by the Rod, by the Hands of *T. B.* in the Place of the Bailiff of the Lord, in the Preſence of *G. G.* and *G. R.* two cuſtomary Tenants of the ſaid Manor, teſtifying the ſame, all thoſe two Pieces or Parcels of Land or Paſture, containing by Eſtimation nineteen Acres, more or leſs, whereof one Piece is called by the Name of the *H.* Field; To the Uſe of *R. S.* his Heirs and Aſſigns for ever: Provided always, That if the ſaid *J. C.* and *W. C.* their Heirs, Executors, Adminiſtrators or Aſſigns, ſhould pay, or cauſe to be paid, to the ſaid *R. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, the Sum of one Hundred and twelve Pounds of lawful Money of *Great Britain*, in Manner and Form following, to wit, three Pounds thereof on the 7th Day of *October* then next enſuing, three Pounds thereof on the 7th Day of *April*, which ſhould be in the Year, *&c.* three Pounds thereof on the 7th Day of *October* thence next enſuing, *&c.* one Hundred and three Pounds Reſidue thereof on the 8th Day of *October*, which ſhall be in the Year, *&c.* at the Dwelling-houſe of the ſaid *R.* ſituate in *S.* that then the ſaid Surrender ſhould be void, or elſe to remain in full Force and Effect. Conditional Surrender to pay Money at ſeveral Days.

At this Court the Homage preſent, That *A. F.* of, *&c.* one of the cuſtomary Tenants of this Manor, ſince the laſt Court, and before this Court, to wit, on the —— Day, *&c.* ſurrendered into the Hands of the Lord, by the Hands and Acceptance of *T. B.* in the Place of the Bailiff of the Lord, in the Preſence of *G. R.* and *R. W.* two cuſtomary Tenants of the ſaid Manor, all that cuſtomary Meſuage or Tenement called *C.* with all the Out-houſes, Buildings, Barns, Stables, Yards, Gardens, and five Acres of cuſtomary Land, more or leſs, belonging thereunto, with their and every of their Appurtenances, as the ſame are ſituate, The like.

ſituate, lying and being at *S.* aforeſaid, and now in the Tenure or Occupation of *R. A.* or his Aſſigns; To the Uſe and Behoof of *W. B.* of, *&c.* his Heirs and Aſſigns for ever: Provided nevertheleſs, and upon Condition, That if the ſaid *A. T.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhould well and truly pay, or cauſe to be paid, to the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, the full Sum of ſeventy-four Pounds and four Shillings of lawful Money of *Great Britain*, in Manner and Form following, that is to ſay, 42 *s.* thereof on the 7th Day of *Auguſt* then next enſuing, and 72 *l.* 2 *s.* Reſidue and Remainder thereof on the 8th Day of *February*, which ſhall be in the Year, *&c.* at or in the Dwelling-houſe of the ſaid *C.* called *P.* ſituate and being in the Pariſh of, *&c.* without Fraud or Deceit, that then the ſaid Surrender ſhould be void, and of no Effect; otherwiſe to remain and ſtand in full Power and Effect.

On Breach of the Condition of a Surrender, Proclamation made for the Surrenderee to appear and be admitted.

At this Court it is found by the Homage, that at the Court held for the Lord of this Manor, on the ——— Day, *&c.* *S. R.* a cuſtomary Tenant of this Manor, ſurrendered into the Hands of the Lord, by the Hands and Acceptance of *W. B.* Eſq; then Steward of the ſaid Manor, one Meſuage or Tenement, with half an Acre of Land, cuſtomary and heriotable, called *G. S. &c.* To the Uſe and Behoof of *A. B.* Gent. his Heirs and Aſſigns for ever, upon Condition to pay 106 *l.* to the ſaid *A. P.* his Executors, Adminiſtrators or Aſſigns, upon the ———— Day, *&c.* next enſuing, and that then the ſaid Surrender ſhould be void, otherwiſe to remain in full Force and Effect. And it is alſo found by the Homage, That the ſaid Sum of Money was not paid according to the Form and Effect of the ſaid Condition; upon which the firſt Proclamation was made at this Court, That the ſaid *A. P.* ſhould come into Court to be admitted Tenant of the ſaid Tenements, with the Appurtenances, or otherwiſe the Lord would ſeiſe the ſaid Tenements with the Appurtenances into his own Hands: But the ſaid

ſaid *A. P.* altho' ſolemnly called, came not, but made Default.

At this Court it is found by the ſaid Homage, That at the Court held for the Lord of this Manor, on the ——— Day, *&c. R. A.* ſurrendered all that Meſuage or cuſtomary Tenement called *B.* otherwiſe *D.* and five Acres of cuſtomary Land to the Meſuage appertaining, with all Appurtenances, To the Uſe and Behoof of *T. D.* of, *&c.* his Heirs and Aſſigns for ever, upon Condition, That if the ſaid *R. A.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhould pay, or cauſe to be paid to the ſaid *A. T.* his Executors, Adminiſtrators or Aſſigns, the full Sum of one Hundred three Pounds eleven Shillings and four Pence, upon the 24th Day of *April*, which ſhould be in the Year, *&c.* then the ſaid Surrender to be void, otherwiſe to remain in full Force and Effect. Now at this Court the ſaid *A. T.* comes in his proper Perſon, and acknowledges to have received full Satisfaction, according to the Form and Effect of the ſaid Surrender.

Recital of a Surrender upon Condition, and Acknowledgment of the Condition being performed.

Alſo it is found and preſented by the ſaid Homage, That *W. H.* Gent. a cuſtomary Tenant of this Manor, ſince the laſt Court, and before this Court, to wit, on the ——— Day, *&c.* ſurrendered out of Court into the Hands of the Lord of the ſaid Manor, by the Hands and Acceptance of *D. T.* and *R. G.* two cuſtomary Tenants of the ſaid Manor, in the Preſence of *S. J.* Gent. ſtanding in the Place of the Bailiff of the Lord of the ſaid Manor, all that his Meſuage or Tenement, and Acres of cuſtomary Land, with the Appurtenances, held of the ſaid Manor, which are or formerly were called *P.* and that cuſtomary Meſuage or Tenement, and ten Acres of cuſtomary and heriotable Land, in *H.* ſometime called *H.* as alſo that cuſtomary Meſuage, *&c.* all which ſaid Meſuages or Tenements, Lands, Hereditaments and Premiſſes, are ſituate, lying and being within the ſaid Manor, and are held of the ſaid Manor, and alſo all other his cuſtomary Lands, Tenements and Hereditaments, held of the ſaid Manor; To the Uſe and Behoof of the

Surrender to the Uſe of a laſt Will.

Teſtament and laſt Will in Writing of the ſaid *W. H.* and of ſuch Perſon or Perſons, and his or their Heirs, to whom the ſaid *W. H.* by ſuch his Teſtament or laſt Will ſhould deviſe the ſame.

Recital of two Surrenders, the laſt to the Uſe of a laſt Will; the Perſon who made it dies, the Will produced, and the Deviſee admitted.

Whereas at a Court held for this Manor, on the ——— Day, *&c.* *T. H.* Clerk, and *F. H.* Doctor of Phyſic, and *J.* his Wife, were admitted Tenants to one Croft of Land, containing by Eſtimation nine Acres, lying in *E.* and to one other Croft of Land, containing by Eſtimation four Acres, called *P.* and alſo to ſeven Acres of Land, lying, *&c.* To have and to hold the ſaid Premiſſes, to the Uſe of the ſaid *T. F.* and *J.* for the Term of the Lives of the ſaid *T. F.* and *J.* and of the Life of the longer Liver of them, Remainder to the Heirs of the ſaid *T.* And whereas at another Court held for this Manor, on the ——— Day, *&c.* the ſaid *T.* ſurrendered into the Hands of the Lord of this Manor, by the Hands of the then Steward, the Reverſion of the ſaid Tenements, and all other the Premiſſes, immediately after the Death of the ſaid *T. F.* and *J.* to the Uſe of *S.* Wife of the ſaid *T.* and her Aſſigns, during her Life; which ſaid *S.* was thereupon admitted. And whereas alſo at another Court held for this Manor, on the eighth Day of *May* in the Year, *&c.* the ſaid *T.* ſurrendered the ſaid Premiſſes, to the Uſe of his laſt Will and Teſtament in Writing, as in and by the ſeveral Rolls of the ſaid above-mentioned Courts more fully appears: Now at this Court it is found and preſented by the Homage there, that the ſaid *T. H.* died ſince the laſt Court, and before this Court, and that upon his Death three Heriots became due to the Lord of this Manor. It is alſo found by the ſaid Homage, That the ſaid *S. F.* and *J.* died before the ſaid *T.* And it is further found by the ſaid Homage, That the ſaid *T.* by his laſt Will and Teſtament in Writing (produced here in Court) under the Hand and Seal of the ſaid *T.* bearing Date the thirteenth Day of *Auguſt* in the Year, *&c.* deviſed the ſaid Tenements and Premiſſes in the Words following, to wit: *Whereas I have here-*

toſore

before ſurrendered all my Copyhold Lands, Tenements and Hereditaments, lying within the Manor of, &c. *in the County of,* &c. *To ſuch Uſes, Intents and Purpoſes, as by my laſt Will and Teſtament ſhould be expreſſed, limited and declared, as by the ſeveral and reſpective Surrenders thereof, and Copies of the Court-Rolls of the ſaid ſeveral Manors may appear: Now I do by this my laſt Will and Teſtament expreſs, limit and declare, That the ſaid ſeveral Surrenders of my ſaid Copyhold Lands ſhall be to the Uſe and Behoof of my dear Wife* E. H. *her Heirs and Aſſigns for ever. And my Mind and Will is, That ſhe ſhall have the ſaid Lands and Premiſſes to her, her Heirs and Aſſigns for ever.* And the ſaid *E. H.* being preſent here in Court (and producing the ſaid laſt Will and Teſtament of her ſaid Huſband as aforeſaid) prays to be admitted Tenant of the ſaid Tenements and Premiſſes; to whom the Lord of the ſaid Manor, by his ſaid Steward, at this Court granted and delivered Seiſin thereof by the Rod; To have and to hold the ſaid Tenements, and all and ſingular other the Premiſſes, with the Appurtenances, to the ſaid *E. H.* her Heirs and Aſſigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And the ſaid *E. H.* paid to the Lord for a Fine, for her Admittance to the Premiſſes, 35 *l.* Sterling, and did her Fealty, and is admitted Tenant thereof.

Another Court Baron, concerning Copyholds of Inheritance.

Manor of *C.* in the County of *D.* } *The General Court of* John A. *Esq; Lord of the said Manor, there held before* A. B. *Gent. Steward there, on* Monday *the Eighth Day of* April *in the Year of our Lord* 1764, *and in the Fourth Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c.

The Homage.

John W.	Sworn.	*William R.*	Sworn.
Robert H.		*Henry W.*	
John S.		*John W.*	
Gregory J.		*Thomas H.*	
William S.		*John P.*	
John P.		*Andrew K.*	

Plowing the Common.

FIRST, The said Jurors present, That *E. C.* one of the Inhabitants of this Manor, plowed about three or four Roods of the Common of *S.* to the Damage

Damage of the Lord and his Tenants, and the ſaid *E.* is amerced for the ſame by the ſaid Jury, to 10*s.* 8*d.* to be paid and levied to the Uſe of the Lord of this Manor, *&c.*

Inclosing the Common.

Alſo the Jury preſent, That *M. W.* one of the Inhabitants of this Manor, incloſed one ſmall Parcel of the Common of *S.* with Hedges and Fences, to the Damage of the Lord and the Tenants of this Manor; and the ſaid *M. W.* is amerced for the ſame by the ſaid Jurors, to 1*s.* to be paid and levied to the Uſe of the Lord of this Manor, *&c.*

Cutting and lopping Trees on the Common.

Alſo the Jury preſent, That *J. M.* one of the Tenants of this Manor, cut and lopped ten Trees growing on the Common of *S.* which were preſerved for Eſtovers for the Tenants of this Manor, to the Damage of the Tenants of this Manor; and the ſaid *J. M.* is therefore amerced by the ſaid Jury, to 2*s.* to be levied and paid, to the Uſe of the Lord of this Manor, *&c.*

Cutting and carrying away a Tree from the Common.

Alſo they preſent and amerce *C. J.* Miller, for cutting and carrying away a Tree from the Common, to the Prejudice of the Lord of the ſaid Manor and his Tenants, to 5*s.*

Erecting a Hay-Cock on the Waſte.

It is alſo preſented by the Homage, That *A. B.* has erected a Hay-Cock upon the Lord's Waſte, without Leave.

Incloſures to be laid open.

At this Court the Jury ordered, That all Incloſures of the Common of *S.* which were made before this Court, be laid open before the Feaſt of St. *Michael* the Archangel next enſuing; each Defaulter amerced by the Jury at 12*d.* *&c.*

Tenants not appearing.

Alſo every cuſtomary Tenant of this Manor, who has not appeared at this Court, is affeered by the ſaid Jurors at 4*s.* 6*d.*

Licence to lop and cut down Trees.

At this Court it is found by the Homage, That the Lord of the ſaid Manor ſince the laſt Court and before this Court, to wit, on the ——— Day, *&c.* gave Licence to *W. C.* to lop 24 Trees; and alſo to cut down, carry away and ſell four Trees, ſo that the

ſaid *W.* produced his ſaid Licence at the next Court to be inrolled.

A Fine paid for cutting Wood, &c.

At this Court *S. B.* Gent. one of the cuſtomary Tenants of this Manor, paid to the Lord 40 *s.* for a Fine, for that the ſaid *S.* cut down four Parcels of Wood, to the Value of 40 *s.* and not more, growing upon a cuſtomary Tenement in the Tenure of *R. K.* and carried the ſaid Wood away and burnt it upon a certain other Tenement of the ſaid *S.* called *P.*'s, lying within the ſaid Manor, contrary to the Cuſtom of this Manor, *&c.*

Rent apportioned.

At this Court the ſaid Homage by Aſſent of the Parties, to wit, of *G. G.* and *H. M.* apportioned the Rents of the Lands and Tenements held of the ſaid Manor, whereof *R. R.* was lately ſeiſed in Manner and Form following, to wit, for one Meſuage or Tenement, with the Houſes, Yards, Gardens and Orchards, with the Appurtenances, ſituate at *P.* near the King's Highway leading from *B.* to *C.* now *N. M.*'s to 4 *s.* and for eighteen Acres of Paſture and Meadow, lying alſo near *P.* now the ſaid *G. G.*'s to 10 *s.* 6 *d.*

Death of a Tenant and Admiſſion of the Heir.

Alſo the ſaid Homage ſay upon their Oath, That *A. B.* ſince the laſt Court died ſeiſed of and in two Roods of Land, lying in *R.* held of this Manor by Fealty and yearly Rent, *&c.* and that *E. B.* is his Son and the next Heir of the ſaid *A. B.* and of full Age, who now did Fealty to the Lord.

Surrender to the Uſe of a laſt Will.

And that *A. B.* a cuſtomary Tenant of this Manor, out of Court ſince the laſt Court, to wit, on the ——— Day, *&c.* laſt paſt, ſurrendered into the Hands of the Lord of this Manor, by the Hands of *C. D.* a cuſtomary Tenant of this Manor, in the Preſence of *J. A.* and *S. A.* alſo cuſtomary Tenants of this Manor, all his cuſtomary Lands and Tenements, held of the ſaid Manor, to the Uſe and Behoof of his laſt Will.

Acknowledgment of a Legacy being paid.

And that *J. B.* in open Court acknowledged himſelf to be ſatisfied and fully paid by *N. B.* his Brother, a Legacy of 10 *l.* given to the ſaid *J. B.* by the laſt Will and Teſtament of his Father, according to the Form,

Form, Effect and true Intent of the ſaid laſt Will and Teſtament of his Father.

At this Court the Homage preſent upon the Oath of *J. S.* that *W. C.* paid *S. H.* and *M.* his Wife 50 *l.* and all Intereſt due for the ſame, according to the Effect of a Conditional Surrender, made at the Court held the ninth Day of *March*, &c. therefore the ſaid *W.* is quit thereof. Satisfaction of a Condition.

At this Court the Jury preſent on Oath, That *S. B.* paid the Sum of 343 *l.* 12 *s.* to *M. O.* on the twelfth Day of *April*, in the full Diſcharge of the conditional Surrender, made at the Court held here on the twelfth Day of *October*, &c. The like.

At this Court *W. C.* and *J. C.* brought here into Court a certain Acquittance or Releaſe in Writing of *E. S.* Executrix of the laſt Will and Teſtament of *R. S.* teſtifying the Receipt of 120 *l.* of lawful Money of *Great Britain* in full Payment, Diſcharge and Satisfaction of a Condition contained in a Surrender, made the ſeventh Day of *April* in the Year, &c. Therefore the ſaid *W.* and *J.* are quit thereof. Releaſe of a Condition upon receiving the Money.

Alſo the ſaid Homage ſay upon their Oath, That *J. A.* ſince the laſt Court, ſold to *R. A.* a cuſtomary Tenement called *T.* with the Appurtenances, containing by Eſtimation two Acres, which he held of the ſaid Manor, in free Socage by Fealty, yearly Rent and Suit of Court, which ſaid *R. A.* came not; Therefore the Bailiff is commanded to diſtrain the ſaid *R.* that he do Fealty at the next Court. Order to diſtrain on a Purchaſer of a Freeholder for not doing Fealty.

At this Court came *T. L.* and acknowledged himſelf to be a Freeholder of the Lord of the ſaid Manor, of one Cotage and ten Acres of Arable Land, with the Appurtenances, which deſcended to the ſaid *T.* on the Death of *R. L.* his Father (or which he lately purchaſed of *O. R.*) by Fealty, Suit of Court and yearly Rent, &c. and did Fealty, and paid the Arrearages of four Years Rent, &c. and for a Fine of Alienation, &c. Admittance and Fealty of a freſh Freeholder, on paying Arrears of Rent.

Death of a Freeholder, and Order for the Heir to appear and do Fealty.

At this Court the Homage preſent, That *T. G.* who held in Fee to him and his Heirs, of the Lord of this Manor, one Meſuage, with the Appurtenances, in *C.* by yearly Rent, *&c.* and other Services, died ſeiſed thereof ſince the laſt Court; whereupon there fell to the Lord for a Relief, *&c.* and that *A. G.* is the only Son and Heir of the ſaid *T. G.* Therefore it is commanded, *&c.*

Admiſſion of a Freeholder on paying a Relief.

At this Court *A. G.* came in his proper Perſon, and did Fealty to the Lord for one Acre of Land, with the Appurtenances in *C.* in Free and Common Socage, by the yearly Rent, *&c.* and other Services therefore due and accuſtomed; whereof his Father *T. G.* lately died ſeiſed, as was preſented by the Homage at the Court Baron held for the ſaid Manor on the ——— Day, *&c.* and the ſaid *A. G.* gave to the Lord for a Relief, *&c.* and is thereupon admitted Tenant.

Death of a Freeholder, and Fealty of the next Heir.

At this Court the Homage preſent, That *W. J.* who held of the Lord in Fee one Meſuage and thirty Acres of Meadow and Paſture, with the Appurtenances, within this Lordſhip, by Fealty, Suit of Court, and by the yearly Rent, *&c.* died ſo ſeiſed of ſuch Eſtate therein; and that *R. J.* is Son and Heir of the ſaid *W. J.* and is of the Age of 10 Years; and at this Court the ſaid *R. J.* came and paid to the Lord for a Relief, *&c.* and did Fealty.

Alienation of a Freehold by Bargain and Sale, and Admittance upon it.

Alſo they preſent upon their Oath, That *G. B.* who held of the Lord in Fee, one Cotage, one Orchard, and ſix Acres of Meadow, with the Appurtenances, by his Deed indented, bearing Date, *&c.* granted, bargained and ſold all and ſingular the ſaid Premiſſes, with the Appurtenances, to *R. K.* of, *&c.* To have and to hold all and ſingular the ſaid Premiſſes, with the Appurtenances, to the ſaid *R. K.* his Heirs and Aſſigns, of the Chief Lord of the Fee, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed; and he holds the Premiſſes of the Lord of this Manor by Fealty, Suit of Court, and by the yearly Rent, *&c.* and at this Court the ſaid *R. K.* did Fealty to the Lord.

Alſo

Alienation of a Freehold by Indenture, and Admittance upon it.

Alſo the ſaid Jurors ſay upon their Oath, That *B. C.* who was a Freeholder of this Manor, of one Meſuage, &c. with the Appurtenances in *C.* within the ſaid Manor, by his Deed bearing Date, &c. granted all and ſingular the ſaid Premiſſes, &c. to one *G. D.* his Heirs and Aſſigns for ever, to hold of the Chief Lord or Lords of the Fee, by the Cuſtoms, Rents and Services therefore due and of Right accuſtomed; which ſaid Premiſſes the ſaid *G. D.* holds of the Lord of this Manor by Fealty, Suit of Court, and the yearly Rent of 2*s.* and at this Court he did Fealty to the Lord, &c.

Preſentment of a Deviſee of a Freehold, and an Order to the Bailiff to diſtrain for a Relief, and to cauſe the Deviſee to appear and do Fealty.

Alſo the ſaid Jurors ſay, That *H. D.* who was a Freeholder of this Manor, of two Meſuages or Tenements, with the Appurtenances in *B.* within this Manor, by Fealty, Suit of Court, and the yearly Rent of 8*d.* died ſeiſed thereof, and by his laſt Will in Writing, bearing Date, &c. deviſed the ſaid Meſuages or Tenements, with the Appurtenances, to one *G. D.* his Son; To have and to hold the ſaid Meſuage or Tenements, with the Appurtenances, to the ſaid *G. D.* the Son, his Heirs and Aſſigns for ever; Therefore the Bailiff is commanded to diſtrain the ſaid *G. D.* to pay a Relief to the Lord, and alſo to diſtrain him to do Fealty.

Third Proclamation for the Heir to appear, and not appearing Order to the Bailiff to ſeiſe the Eſtate for the Uſe of the Lord.

At this Court the third Proclamation is made, that the next Heir of *A. R.* Widow, deceaſed, come here into Court to be admitted to the Moiety of two Meſuages or Tenements, and eighteen Acres of Land, with the Appurtenances, which deſcend to him by the Death of the ſaid *A. R.* but no one came, therefore *T. S.* Bailiff of the ſaid Manor, is commanded to ſeiſe the ſaid Premiſſes into the Hands of the Lord of the ſaid Manor.

Third Proclamation for Surrendree to appear.

At this Court becauſe *J. V.* came not to take one cuſtomary Tenement out of the Hands of the Lord, ſurrendered by *T. B.* to the Uſe of the ſaid *J.* on the ——— Day, &c. therefore the third Proclamation is made; and upon this the Bailiff is commanded to

ſeiſe

ſeiſe the ſaid Tenements, with the Appurtenances, into the Hands of the Lord.

The like after another Manner.

At this Court the third Proclamation was ſolemnly made, That *C. G.* to whom *T. D.* heretofore ſurrendered one Meſuage, with the Appurtenances called *G*'s, and 24 Acres of cuſtomary Land thereunto belonging, as appears by the Rolls of the Court of this Manor, held there on the firſt Day of, *&c.* laſt paſt, ſhould come here into Court, to be admitted Tenant to the ſaid Premiſſes, with the Appurtenances, but the ſaid *P.* altho' ſolemnly demanded, came not here at this Court, but made Default; therefore this his third Default is recorded; and upon this the Bailiff of this Manor is commanded to ſeiſe the ſaid Tenements, with the Appurtenances, into the Hands of the Lord of this Manor, for want of a Tenant.

Third Proclamation for the Heir to appear, and redeem the Eſtate in Mortgage.

At this Court the third Proclamation was made, That *J. W.* Son and Heir of *J. W.* deceaſed, late a cuſtomary Tenant of this Manor, ſhould come here into Court and be admitted Tenant to 27 Acres of cuſtomary Land, with the Appurtenances, Part whereof is heriotable; and the ſaid *J. W.* the Heir, came not, and his Default is recorded, *&c.* and becauſe *T. B.* to whom the ſaid 27 Acres of Land were mortgaged by the ſaid *J. W.* the Father, in his Life-Time paid to the Lord of this Manor the Fine due to him upon the Death of the ſaid *J. W.* the Father, the Seiſure of the ſaid 27 Acres of Land are reſpited until the ſaid *J. W.* the Son ſhall make Default in redeeming the ſaid 27 Acres, *&c.*

Admittance to a Tenement mortgaged by the Anceſtor.

At this Court *J. W.* Son and Heir of *J. W.* humbly prayed to be admitted Tenant to twenty-ſeven Acres of Land, with the Appurtenances, whereof Part is heriotable, which were mortgaged by the ſaid *J. W.* the Father, to one *T. B.* for the Sum of 100*l.* which ſaid Sum of 100*l.* was paid to the ſaid *T. B.* together with a Fine of 24*l.* which the ſaid *T.* heretofore paid to the Lord of this Manor, upon the Death of the ſaid *J. W.* the Father; to whom the Lord by the Steward granted and delivered Seiſin thereof by the

the Rod, To hold the ſaid twenty-ſeven Acres of Land, with the Appurtenances, to the ſaid *J. W.* the Son, his Heirs and Aſſigns for ever, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And he gave no Fine to the Lord, becauſe the Fine was paid before by the ſaid *T. B.* and he is thereupon admitted Tenant. Afterwards in the ſame Court the ſaid *T. B.* remiſed and releaſed for him and his Heirs, to the ſaid *J. W.* and his Heirs, all his Right, Title, Claim and Intereſt, of and in the ſaid Tenements, with the Appurtenances, *&c.* Afterwards the ſaid *J. W.* being of the Age of ſixteen Years, and not more, the Lord by his Aſſent committed the Cuſtody as well of the Body as of the Land of the ſaid *J. W.* to his Mother, till he ſhall arrive at the Age of twenty-one Years; and thereupon to render Account, *&c.*

Releaſe of the Mortgage.

Guardian aſſigned to the Heir.

At this Court *T. B.* although according to the Cuſtom of the Manor three Times ſolemnly called to appear in Court, and be admitted Tenant to one cuſtomary Meſuage, and ſixteen Acres of Land, with the Appurtenances, called *W.* came not, but made Default; therefore his third Default upon the third Proclamation is recorded. And upon this *M. H.* Widow, comes here into Court, and humbly prays to be admitted Tenant of the Tenements aforeſaid, with the Appurtenances, forfeited to her for Non-Payment of 240*l.* of lawful Money of *Great Britain*, at a Day now paſt; to whom the Lord, by the Steward, granted and delivered Seiſin thereof by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; and ſhe gave to the Lord for a Fine, *&c.* and is thereof admitted Tenant, and did Fealty, *&c.*

Mortgagee admitted after three Proclamations for the Heir to appear.

Whereas at a Court Baron held here on the ——— Day, *&c.* laſt paſt, it was found by the Homage, That *W. A.* the Elder, Gent. ſince the then laſt Court, and before that Court, died ſeiſed of divers cuſtomary Lands

Death of a Copyholder, and Admittance of the next Tenant.

Lands and Tenements held of the ſaid Manor, and that *C. M.* was next Heir of the ſaid *W. M.* the Elder; and whereas at a Court Baron held here on the ——— Day, *&c.* alſo now laſt paſt, it was found by the Homage that the ſaid *E. M.* ſince the then laſt Court, and before that Court, died ſeiſed of the ſaid cuſtomary Lands among others; and that *M.* Wife of *J. K.* of, *&c.* Gent. Aunt of the ſaid *E.* and only Daughter of the ſaid *W. M.* was next Heir of the ſaid *E.* now at this Court the ſaid *M.* came and prayed to be admitted Tenant to all that cuſtomary Meſuage or Tenement in *L.* aforeſaid, commonly called or known by the Name of, *&c.* with the Yards, Gardens and Appurtenances thereunto belonging; and alſo all thoſe ſeveral Fields or Cloſes of Paſture and Meadow, called, *&c.* containing by Eſtimation 30 Acres, (either more or leſs) which deſcended to the ſaid *M.* by the Death of the ſaid *C.* and the Lord by his ſaid Steward granted Seiſin thereof by the Rod to the ſaid *C. M.* To hold to her and her Heirs, of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed; and ſhe gave to the Lord for a Fine, *&c.* and is admitted Tenant, but her Fealty is reſpited, *&c.*

Death of a Tenant, and Admittance of the next Heir.

At this Court it is preſented by the Homage, That *A. B.* late one of the cuſtomary Tenants of the ſaid Manor, who held to him and his Heirs of the Lord of the ſaid Manor, by Copy of the Rolls of the Court according to the Cuſtom of the ſaid Manor, one Cotage or Tenement, *&c.* with the Appurtenances, by the yearly Rent. *&c.* Suit of Court and other Services therefore due and of Right accuſtomed, died ſo ſeiſed; and that *A. B.* is his Son and Heir and of full Age, which ſaid *A. B.* the Son preſent here in Court prays to be admitted Tenant of the ſaid Premiſſes, with the Appurtenances, to whom the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To have and to hold all and ſingular the ſaid Premiſſes, with the

the Appurtenances, to the ſaid *A. B.* the Son, his Heirs and Aſſigns for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the yearly Rent, *&c.* Fealty, Suit, of Court, and other Services therefore due and of Right accuſtomed; and he gave to the Lord for a Fine for ſuch his Entry, did Fealty, and is thereupon admitted Tenant.

And that *W. D.* a cuſtomary Tenant of this Manor, ſince the laſt Court died ſole ſeiſed of and in one Tenement incloſed, called *L.* containing by Eſtimation five Acres lying in *F.* which the ſaid *W. D.* lately took to him and his Heirs, on the Surrender of *J. S.* at the Court held here on the —— Day, *&c.* and of and in five Acres of cuſtomary Land, with the Appurtenances, held of the ſaid Manor called *B.* which, *&c.* and that *W. D.* his youngeſt Son is the next Heir of the ſaid *W. D.* according to the Cuſtom of this Manor, who now comes and prays, from the Grace of the Lord, to be admitted to the ſaid Premiſſes, with the Appurtenances, according to the Cuſtom of the ſaid Manor, and he is thereupon admitted Tenant, and Seiſin thereof is granted to him by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Services and Cuſtoms and Rent for five Acres, *&c.* at, *&c.* by the Year, and for the other five Acres of the ſaid Land, at the Rent, *&c.* by the Year, ſaving the Right, *&c.* and he gave to the Lord for a Fine, *&c.* did his Fealty, *&c.*

The like after another Manner.

Whereas at the Court held for this Manor on the —— Day, *&c.* *R. J.* Gent. was admitted Tenant to one cuſtomary Meſuage or Tenement, with the Appurtenances, lying and being near *H.* together with the Orchards and Yards thereunto belonging, and alſo to one Parcel of cuſtomary Land, lying and being on the back Part of the ſaid Meſuage, containing by Eſtimation one Acre, and alſo to another Parcel of cuſtomary and heriotable Land called *B.* containing by Eſtimation three Acres, as by the Rolls of the Court of the ſaid Manor more fully appears; and whereas at the

Death of a Tenant, and Admittance by Guardian.

the laſt Court held for the ſaid Manor, it was found and preſented by the then Homage there, that the ſaid *R. J.* was dead, and that he died ſeiſed of the ſaid Meſuage and Premiſſes, and that *R. J.* was his Son and Heir and about the Age of three Years; now at this Court the ſaid *R. J.* came in his proper Perſon, and by *S. J.* his Mother, prayed to be admitted Tenant of the ſaid Meſuage and Premiſſes, and the Lord, by his ſaid Steward, granted and delivered Seiſin thereof to the ſaid *R. J.* by the Rod; To have and to hold the ſaid Meſuage and Premiſſes, with the Appurtenances to the ſaid *R. J.* his Heirs and Aſſigns for ever, to hold of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; and the ſaid *R.* was thereupon admitted Tenant, and made Fine to the Lord for the Premiſſes; but his Fealty is reſpited until, *&c.*

And afterwards, ſitting the Court, as well the Cuſtody of the Body of the ſaid *R. J.* the Infant, as the Diſpoſition of the ſaid Meſuage or Tenements and other the Premiſſes, and the Rents and Profits thereof, was granted and committed to the ſaid *S.* (Mother of the ſaid *R.*) until, *&c.* and the ſaid *S.* was thereupon admitted Guardian of the ſaid *R.*

Admiſſion of a Tenant.

At this Court *J. C.* of *&c.* in his proper Perſon, came and humbly prayed of the Lord to be admitted Tenant of one cuſtomary Meſuage or Tenement, known by the Name of *W.* and to two Cloſes of cuſtomary Land, with the Appurtenances, containing by Eſtimation four Acres (either more or leſs) lately forfeited to him; and the Lord, by the Steward, thereupon granted and delivered Seiſin by the Rod to the ſaid *J. C.* To have and to hold to the ſaid *J. C.* his Heirs and Aſſigns for ever, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; and he gave to the Lord for a Fine, *&c.* is thereupon admitted Tenant, and did Fealty, *&c.*

At

A Surrender and Releaſe of Copyhold Lands for ever.

At this Court came *S. B.* and preſent here in Court, ſurrendered, remiſed and releaſed into the Hands of the Lord, according to the Cuſtom of the ſaid Manor, all that his Title, Eſtate, Poſſeſſion, Intereſt, and Demand, of and in all that Parcel of Land, Parcel of *O.* called the, *&c.* lying and being, *&c.* to the Uſe and Behoof of *N.* his Brother (being in full and peaceable Poſſeſſion) and his Heirs and Aſſigns for ever, ſo that neither the ſaid *S.* nor his Heirs ſhall from henceforth claim, challenge or demand any Right, Title, State, Claim or Demand of, in or to the ſaid Parcel of Land, but by the Inrolment of theſe Preſents, ſhall be from henceforth intirely excluded and barred from all Action, Right, Title, Eſtate, Uſe, Intereſt and Demand, to be had therein; and the ſaid *N.* for the Remiſe and Releaſe of the ſaid *S.* gave to the Lord for a Fine, *&c.*

A common Surrender in Court, and Admittance upon it.

At this Court *A. B.* one of the cuſtomary Tenants of the ſaid Manor, came in his proper Perſon and ſurrendered into the Hands of the Lord, by the Hands of the ſaid Steward, according to the Cuſtom of the ſaid Manor, one Meſuage or Tenement, and ten Acres of Paſture, with the Appurtenances in *A.* aforeſaid within the ſaid Manor, to the Uſe and Behoof of *C. D.* his Heirs and Aſſigns for ever, to whom the Lord, by the ſaid Steward, thereupon granted Seiſin by the Rod; To have and to hold to him and his Heirs of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; and he gave to the Lord for a Fine 40*s.* for his Entry therein to be had, did Fealty, and is admitted Tenant.

A Surrender in Court to ſeveral Uſes, and Admittance upon it accordingly.

At this Court *H. H.* Son and Heir of *W. H.* deceaſed, ſurrendered into the Hands of the Lord of the ſaid Manor, by the ſaid Steward, all that, *&c.* to the Uſe of the ſaid *H.* for the Term of his Life; and after his Deceaſe, to the Uſe of *W. H.* and his Heirs, lawfully begotten or to be begotten on the Body of *M.* his now Wife; and for Default of ſuch Iſſue, to the Uſe

Uſe of the right Heirs, &c. And thereupon at this ſame Court the ſaid *H. H.* and *W. H.* came in their proper Perſons, and prayed to be admitted Tenants: Whereupon the ſaid Lord, by his ſaid Steward, according to the Cuſtom of the ſaid Manor, granted to the ſaid *H. H.* and *W. H.* the ſame Tenements, with the Appurtenances; To have and to hold the ſaid Tenements, with the Appurtenances, to the ſaid *H.* for and during his natural Life; and after his Deceaſe to the ſaid *W.* and his Heirs lawfully begotten or to be begotten on the Body of *M.* his now Wife; and for Default of ſuch Iſſue, to the Uſe of the right Heirs, &c. for ever, according to the Cuſtom of the ſaid Manor, by the Rents, Heriots, Suits of Court, Cuſtoms and Services therefore due and of Right accuſtomed: And ſo the ſaid *H.* and *W.* are thereupon admitted Tenants, and gave to the Lord 4 *l.* for a Fine, for ſuch their Entry ſo to be had thereupon; and did Fealty to the Lord, &c.

A Surrender in Court, and Admittance thereupon.

At this Court came *A. B.* Gent. a cuſtomary Tenant of this Manor, and preſent here in Court ſurrendered into the Hands of the Lord of the ſaid Manor two Acres and a Half of Land, lying in two Parcels in *C.* whereof the one Part lies between, &c. the other Part, containing by Eſtimation Half an Acre, lies, &c. which ſaid two Acres and an Half the ſaid *A. B.* lately took in Court to him and his Heirs, on a Surrender thereof made by *J. W.* as at the Court held here on the ——— Day, &c. more fully appears; To the Uſe and Behoof of *J. W.* and *R.* his Wife, and the Heirs of the ſaid *J. W.* Which ſaid *J. W.* and *R.* preſent here in Court, pray, from the Grace of the Lord, to be admitted to the ſaid two Acres and a Half of Land, according to the Form and Effect of the ſaid Surrender; and they are thereupon admitted Tenants, and Seiſin is thereupon granted to them; To have and to hold to the ſaid *J. W.* and *R.* and the Heirs of the ſaid *J. W.* of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Services, &c. and Rent, &c. by the Year, ſaving

ſaving the Right, &c. And the ſaid *J. W.* gave to the Lord for a Fine, &c. and did Fealty to the Lord.

At this Court came *T. W.* and *M.* his Wife, and preſent here in Court (the ſaid *M.* being ſeparately and privately examined by the Steward of the ſaid Court, and conſenting) ſurrendered into the Hands of the Lord, by the Hands of the ſaid Steward, by the Rod, according to the Cuſtom of the ſaid Manor, all that cuſtomary Meſſuage or Tenement commonly called or known by the Name of, &c. with the Curtilage, and other Appurtenances thereunto belonging and appertaining, lying and being in *C.* aforeſaid, To the Uſe and Behoof of *W. S.* of, &c. aforeſaid, Baker, his Heirs and Aſſigns for ever. Which ſaid *W.* comes here into Court, and prays to be admitted to the ſaid Premiſſes: To whom the Lord, by his ſaid Steward, thereupon granted Seiſin by the Rod; To have and to hold to him and his Heirs, of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms thereupon due and of Right accuſtomed; and he gave a Fine to the Lord, did Fealty, and is thereupon admitted Tenant. A Surrender by a Man and his Wife.

It is found by the Homage, That *L. M.* the Younger, out of Court, ſince the laſt Court, ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of *N. O.* a cuſtomary Tenant of this Manor, in the Preſence of *L. W.* and *P. R.* alſo cuſtomary Tenants of this Manor, all his cuſtomary Lands and Tenements, with the Appurtenances, which he held of the ſaid Manor, To the Uſe and Behoof of *J. S.* the Elder, his Heirs and Aſſigns. And the ſaid *J. S.* the Elder comes here into Court, and prays of the Lord to be admitted Tenant of all and ſingular the Premiſſes, to wit, of one Parcel of Paſture, containing Half an Acre, more or leſs, with the Appurtenances, late Parcel of a cuſtomary Tenement, and eleven Acres of Land called *C.* in, &c. aforeſaid, which the ſaid *L. M.* the Younger, lately took, to A Special Surrender out of Court, and Admittance upon it.

him and his Heirs, after the Surrender made by one *S. F.* at the Court held for this Manor, on, *&c.* as by the Rolls of the ſaid Court more fully appears: And he is thereupon admitted Tenant, and Seiſin is thereupon delivered to him; To hold to him, his Heirs and Aſſigns, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, *&c.* by the Services and Cuſtoms, *&c.* and the Rent, *&c.* by three Years, ſaving the Right, *&c.* And he gave to the Lord for a Fine, *&c.* and thereupon did Fealty, *&c.*

A Surrender of Lands to ſeveral Uſes, in Conſideration of Marriage.

It is alſo found by the Homage there, That *A. B.* who held to him and his Heirs of the Lord of this Manor, according to the Cuſtom of the ſaid Manor, one Meſuage or Tenement, called, *&c.* in *A.* within the ſaid Manor, ſince the laſt Court, and out of Court ſurrendered into the Hands of the Lord, by the Hands of *H. K.* and *J. W.* two cuſtomary Tenants of this Manor, according to the Cuſtom of the ſaid Manor, the ſaid Meſuage or Tenement, and other the Premiſſes, with the Appurtenances, To the Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns, until the Solemnization of a certain Marriage intended by Divine Permiſſion to be ſhortly had and ſolemnized between *C. B.* Son and Heir apparent of the ſaid *A. B.* and *A. C.* of *A.* aforeſaid Spinſter; and from and immediately after the Solemnization of the ſaid intended Marriage, to the Uſe and Behoof of the ſaid *A. B.* for and during the Term of his natural Life; and from and immediately after his Deceaſe, then to the Uſe and Behoof of *S.* his Wife, for and during the Term of her natural Life; and from and immediately after the Deceaſe of the Survivor of them the ſaid *A. B.* and *C.* his Wife, then to the Uſe and Behoof of the ſaid *C. B.* for and during the Term of his natural Life; and from and immediately after the Deceaſe of the Survivor of them the ſaid *A. B.* and *S.* his Wife, and *C. B.* then to the Uſe and Behoof of *A.* the intended Wife of the ſaid *C. B.* for and during the Term of her natural Life; and from and immediately after

the

the Decease of the Survivor of them the said *A. B.* and *S.* his Wife, *C. B.* and *A.* his intended Wife, then to the Use and Behoof of the Heirs of the Body of the said *C. B.* on the Body of the said *A.* to be lawfully begotten; and for Default of such Issue, then to the Use and Behoof of the Heirs and Assigns of the said *C. B.* for ever; To hold of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor: Which said *A. B.* and *S.* his Wife died since the last Court. And now at this Court the said *C. B.* in his proper Person comes and prays to be admitted to the said Mesuage or Tenement, and other the said Premisses, with the Appurtenances: To whom the Lord, by his Steward, thereupon granted Seisin by the Rod; To have and to hold to the said *C. B.* and his Assigns for the Term of his natural Life; The Remainder thereof as above limited, and to hold of the Lord by the yearly Rent, *&c.* and other Services thereupon due and of Right accustomed: And he gave to the Lord for a Fine, *&c.* did Fealty, and is thereupon admitted Tenant.

Death of a Tenant, and Admittance of the next Heir, who agrees with his Mother for her Dower, and she releases it to him.

At this Court it is presented by the Homage, That *R. B.* a customary Tenant of this Manor, died since the last Court sole seised of and in divers customary Lands and Tenements held of the said Manor in his Demesne as of Fee, according to the Custom of the said Manor, and that *N. B.* is the only Son and next Heir of the said *R. B.* according to the Custom of the said Manor, and of the full Age of one and twenty Years and upwards; who being present here in Court prays to be admitted Tenant of all and singular the said Premisses, to wit, of one Tenement, *&c.* held by the Rent of 5 *s.* and of one Close, *&c.* held by the yearly Rent, *&c.* at, *&c.* and Suit of Court; all which said Premisses, with the Appurtenances, the said *R. B.* lately took in the Court of the said Manor, on the Surrender of *J. B.* the Younger, as at the Court held here on the —— Day, *&c.* appears; and also of another Piece of customary Land, *&c.* containing, *&c.* which the said *R. B.* also here in the

Court of the ſaid Manor, took to him and his Heirs, after a Surrender thereof made by the ſaid *J. B.* as at the Court, *&c.* more plainly appears: Which ſaid Pieces of Land are held of the Lord of the ſaid Manor by the yearly Rent, *&c.* Suit of Court; and the ſaid *N. B.* is thereupon admitted Tenant, and Seiſin is given to him; To hold to him and his Heirs, at the Will of the Lord, by the Rod, according to the Cuſtom of the ſaid Manor, by the Service and yearly Rent aforeſaid, ſaving the Right, *&c.* And he gave to the Lord for a Fine, *&c.* and did Fealty. And afterwards at this ſame Court the ſaid *N. B.* and *E.* Widow and Relict of the ſaid *R. B.* came and informed the Court that they were agreed between themſelves of and concerning the ſaid *E.*'s Dower in the Premiſſes, according to the Cuſtom of the ſaid Manor. Upon which the ſaid *E.* preſent here in Court, remiſed and releaſed into the Hands of the Lord of the ſaid Manor all her Dower, and Title of Dower, and Demand whatſoever thereunto belonging, according to the Cuſtom of the ſaid Manor, of and in all and ſingular the cuſtomary Lands and Premiſſes held of the ſaid Manor by the ſaid *R. B.* her late Huſband, To the Uſe and Behoof of the ſaid *N. B.* his Heirs and Aſſigns for ever, he being in full and peaceable Poſſeſſion thereof; ſo that the ſaid *E.* from henceforth ſhall not claim, challenge or demand any Dower, of, in or to the ſaid Premiſſes, or any Parcel thereof, according to the Cuſtom of the ſaid Manor, but therefrom, and of and from all Actions and Demands of ſuch Dower concerning the Premiſſes ſhall be for ever precluded and barred by this preſent Inrolment; and for this Remiſe and Releaſe the ſaid *N. B.* has given to the ſaid *E.* —— of lawful Money of *Great Britain:* And he gave to the Lord for a Fine, *&c.* for the ſaid Releaſe.

A Surrender and Releaſe in Conſideration of a Sum of Money.

At this Court it is teſtified by the ſaid Steward, and found and preſented by the Homage, That on the —— Day, *&c.* laſt paſt, *S. D.* a cuſtomary Tenant of this Manor, came before *A. B.* Eſq; Steward by Patent

Patent of the ſaid Manor, and out of Court, to wit, at, *&c.* ſituate in, *&c.* and in Conſideration of 140 *l.* of lawful Money of *Great Britain* to him in Hand paid, at or before the Execution of this Surrender and Releaſe by *S. B.* of, *&c.* Widow, the Receipt whereof he thereby acknowledged, and thereof diſcharged the ſaid *S. B.* her Heirs, Executors and Adminiſtrators for ever, he the ſaid *S. D.* by the Rod, according to the Cuſtom of the ſaid Manor, ſurrendered, remiſed and releaſed, and for ever quitted Claim unto the ſaid *S. B.* all that cuſtomary Meſuage or Tenement ſituate and being in, *&c.* within the ſaid Manor, with all Yards, Barns and Curtilages thereunto belonging or appertaining; and alſo all thoſe four ſeveral Cloſes of Paſture lying near the ſaid Meſuage, containing by Eſtimation eighteen Acres, more or leſs, commonly called or known by the Name of, *&c.* and now or late in the Tenure or Occupation of *N. T.* his Heirs or Aſſigns, together with all Commons, Profits, Commodities and Advantages thereunto belonging, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Property, Claim and Demand whatſoever, of the ſaid *S. D.* either in Law or Equity, of, in and to the ſaid Meſuage or Tenements, Cloſes and Premiſſes, with their Appurtenances; To hold to the ſaid *S. B.* her Heirs and Aſſigns, to the Uſe of her, her Heirs and Aſſigns, according to the Cuſtom of the ſaid Manor, by the Rents, Cuſtoms and Services therefore due and of Right accuſtomed. Which ſaid *S. B.* preſent here in Court, prays to be admitted to the ſaid Premiſſes: To whom the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To have and to hold to her and her Heirs of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed: The Fine is remitted; ſhe did Fealty, and is thereupon admitted Tenant.

A Surrender by a Man and his Wife, to the Uſe of two, to hold by Moieties.

At this Court came *C. N.* and *A.* his Wife, and (the ſaid *A.* being ſolely and ſecretly examined by the Steward, according to Cuſtom) ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of his ſaid Steward, according to the Cuſtom of the ſaid Manor, all the Right, Title, Eſtate, Claim, Intereſt and Demand of the ſaid *C. N.* and *A.* which they or either of them ever had, now have or has, or by any Means whatſoever may hereafter have, of and in one Cloſe of Land, containing by Eſtimation nine Acres, lying near, *&c.* with all the Appurtenances, To the Uſe and Behoof of *J. N.* the Younger, and *E.* Siſter of the ſaid *J.* now Wife of *J. C.* of, *&c.* and the Heirs of the ſaid *J.* and *E.* for ever, which ſaid *J.* and *E.* are now in full and peaceable Poſſeſſion and Seiſin of the ſaid cloſe; To hold one Moiety of the ſaid Cloſe to the ſaid *J. N.* and his Heirs, and to hold the other Moiety of the ſaid Cloſe to the ſaid *E. C.* and her Heirs; which ſaid *J.* and *E.* preſent here in Court, pray to be admitted to the ſaid Premiſſes; To whom the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To hold to them and their Heirs in Form aforeſaid, of the Lord, by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed; and they gave to the Lord for a Fine, *&c.* and the ſaid *E. N.* did Fealty; but the Fealty of the ſaid *E.* is reſpited, *&c.* and they are thereupon admitted Tenants.

A Surrender upon Condition to pay a Sum of Money at a certain Day, clear of Taxes.

At this Court it is teſtified by the Steward, and found by the Homage, That on the tenth Day, *&c.* laſt paſt, *J. M.* one of the cuſtomary Tenants of this Manor, came before *S. C.* Eſq; Steward by Patent of the ſaid Manor, and out of Court (to wit) at, *&c.* ſurrendered into the Hands of the Lord of the ſaid Manor by the Rod, according to the Cuſtom of the ſaid Manor, all thoſe four Meſſuages or Tenements, with the Curtilages and Appurtenances thereunto belonging, ſituate, ſtanding and being in, *&c.* within the

the Pariſh of *C.* and Manor aforeſaid, To the Uſe and Behoof of *R. H.* of, *&c.* his Heirs and Aſſigns for ever: Upon Condition nevertheleſs, That if the ſaid *J. M.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any or either of them, ſhould well and truly pay, or cauſe to be paid, unto the ſaid *R. H.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of, *&c.* of lawful Money of *Great Britain*, at or upon the ——— Day, *&c.* which will be in the Year of our Lord, *&c.* at or in the now Dwelling-houſe of the ſaid *R. H.* ſituate in, *&c.* without any Deduction or Abatement, for or in reſpect of any Tax, Aſſeſſment, Payment, or any other Matter or Thing whatſoever, that then the ſaid Surrender ſhould be void, otherwiſe to remain in full Force.

At this Court it is teſtified by the ſaid Steward, and found and preſented by the Homage, That on the ——— Day, *&c.* laſt paſt, *J. R.* one of the cuſtomary Tenants of the ſaid Manor, and *A.* his Wife, came before *S. C.* Eſq; Steward by Patent of the ſaid Manor, and out of Court, to wit, at the Chambers of the ſaid Steward, ſituate in, *&c.* and (the ſaid *A.* being firſt ſolely and ſecretly examined by the ſaid Steward, according to the Cuſtom of the ſaid Manor) ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of his ſaid Steward, by the Rod, all that cuſtomary Meſuage or Tenement, and ſix Acres of Land thereunto belonging, (more or leſs) with all Barns, Stables, Out-houſes, Orchards and Gardens thereunto belonging, together with the Curtilage, and all other Appurtenances, ſituate, lying and being, *&c.* and now in the Occupation of the ſaid *R.* or his Under-Tenants; and alſo all his other cuſtomary Meſuages, Lands, Tenements and Hereditaments, with their Appurtenances, Parcel of the ſaid Manor, to the Uſe and Behoof of *J. H.* youngeſt Son of, *&c.* late of, *&c.* deceaſed, and his Heirs and Aſſigns for ever: Provided always, and upon Condition nevertheleſs, That if the ſaid *J. R.* and *A.* his Wife, or either of them, their or either of their Heirs, Ex- The like.

ecutors, Adminiſtrators or Aſſigns, ſhall pay, or cauſe to be paid, to the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, the Sum of forty Pounds of lawful Money of *Great Britain*, without any Deduction for Taxes, or other publick Charges whatſoever, in Manner and Form following, to wit, Twenty Pounds, Part thereof on the twentieth Day of *September* then next enſuing, and the remaining twenty Pounds on the twentieth Day of *March*, which ſhall be in the Year of our Lord, &c. that then the ſaid Surrender ſhould be void and of no Effect, otherwiſe to remain in full Force and Virtue.

A Surrender on Condition to pay a Sum of Money at ſeveral Days.

At this Court it is found and preſented by the ſaid Homage, That *B. G.* one of the cuſtomary Tenants of this Manor, ſince the laſt Court, and before this Court, to wit, on the ——— Day, &c. laſt paſt, ſurrendered into the Hands of the Lord, by the Hands of *K. L.* and *C. T.* two cuſtomary Tenants of the ſaid Manor, all that his Meſuage or Tenement, with the Yards, Orchards, Gardens, Stables, and other Edifices and Buildings thereon erected and built, with the Appurtenances, ſituate and being in, &c. and called and known by the Name of *F.* and one Croft of Paſture called *D.* adjoining to certain Tenements now in the Occupation of *K. T.* or his Aſſigns, containing by Eſtimation one Acre, (more or leſs) with the Appurtenances, To the ſole proper Uſe and Behoof of *R. T.* of, &c. his Heirs and Aſſigns for ever: Upon this Condition nevertheleſs, That if the ſaid *B. G.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhould pay, or cauſe to be paid, to the ſaid *R. T.* his Executors, Adminiſtrators or Aſſigns, or either of them, yearly, during the Term of three Years, the ſeveral Sums of Money hereafter mentioned, at the Dwelling-houſe of the ſaid *B. T.* ſituate in, &c. at the Days and in Manner following, to wit, on the eighth Day, &c. which will be in the Year of our Lord, &c. the Sum of thirty Pounds of lawful Money, &c. and alſo upon the ninth Day, &c. which will be in the Year of our Lord, &c. the like Sum of thirty Pounds of like

lawful Money, and alſo on the tenth Day, *&c.* which will be in the Year of our Lord, *&c.* the Sum of thirty-one Pounds of like lawful Money; that then the ſaid Surrender ſhould be void, otherwiſe to remain in full Force.

Preſentment of the Surrender of a Reverſion upon Condition, which not being performed the Surrenderee is admitted Tenant.

Whereas at the Court Baron of *J. A.* Eſq; Lord of the ſaid Manor, held there on the ——— Day, *&c.* before *W. A.* Eſq; Steward there, came *G. C.* a cuſtomary Tenant of the ſaid Manor, in his proper Perſon, and in open Court ſurrendered into the Hands of the Lord of the ſaid Manor, by the Hands of the ſaid Steward, by the Rod, all that his Right, Title, and Reverſion, of and in one cuſtomary Meſuage or Tenement, and ten Acres of Land, called, *&c.* with all Barns, Stables, Edifices and Gardens, Orchards, and Appurtenances whatſoever thereunto belonging and appertaining, now in the Tenure of *J. C.* Widow, Mother of the ſaid *G.* when it ſhall fall after the Death of the ſaid *J.* to the Uſe and Behoof of *H. P.* his Heirs and Aſſigns for ever: Upon this Condition nevertheleſs, That if the ſaid *G. C.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any or either of them, ſhall pay, or cauſe to be paid to the ſaid *H. P.* his Executors, Adminiſtrators, or Aſſigns, 150*l.* 14*s.* 3*d.* of lawful Money of *Great Britain*, in Manner and Form following; to wit, 7*l.* 13*s.* 6*d.* thereof on the third Day, *&c.* which will be in the Year of our Lord, *&c.* and the like Sum of 7*l.* 13*s.* 6*d.* Parcel thereof on the ——— Day, *&c.* and the Sum of 135*l.* 7*s.* 3*d.* Reſidue thereof, on the —— Day, *&c.* which will be in the Year, *&c.* at the Dwelling-houſe of the ſaid *H. P.* ſituate in, *&c.* that then the ſaid Surrender ſhould be void and of no Effect, otherwiſe to remain in full Force. Now at this Court the ſaid *H. P.* came, and (for that the ſaid Condition was not performed by the ſaid *G. C.*) humbly prayed of the Lord to be admitted Tenant of the ſaid Reverſion of the ſaid Tenements, with the Appurtenances: To whom the Lord, by the Steward, granted Seiſin thereof by the Rod; To have and to hold the ſaid Reverſion

Reverſion of the ſaid Tenements, with the Appurtenances, to the ſaid *H. P.* his Heirs and Aſſigns for ever, after the Death of the ſaid *J. C.* at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; and he gave to the Lord for a Fine, *&c.* and is thereupon admitted Tenant, *&c.*

Recital of a Surender to the Uſe of a Will, and Admittance and freſh Surrender, and Admittance upon the Conditions in the Will.

At this Court the ſaid Homage upon their Oath preſent, that on the ninth Day, *&c.* laſt paſt, *J. C.* a cuſtomary Tenant of the ſaid Manor, of one Meſuage, *&c.* lying, *&c.* within the ſaid Manor, out of Court ſurrendered into the Hands of the Lord of the ſaid Manor by the Rod, according to the Cuſtom of the ſaid Manor, by the Hands of *F. C.* and *S. S.* cuſtomary Tenants of the ſaid Manor, and ſworn to take Surrenders in caſe of Extremity only, all that his cuſtomary Meſuage or Tenement, with the Appurtenances thereunto belonging, ſituate, lying, and being, *&c.* known by the Name, *&c.* then in the Tenure or Occupation of *T. N.* To the Uſe and Behoof of his laſt Will in Writing under his Hand and Seal, and to the Uſes declared in the ſame; and that the ſaid *J. C.* after the making the ſaid Surrender, died ſeiſed. Now at this Court came *A. C.* Widow, Mother of the ſaid *J. C.* and brought here into Court the laſt Will and Teſtament of the ſaid *J. C.* duly made, and proved in Court, *&c.* bearing Date, *&c.* the Tenure whereof, as to the ſaid Meſuage or Tenement, with the Appurtenances, follows in theſe Words, to wit; *Whereas I have ſurrendered into the Hands of the Lord of the Manor of*, &c. *by the Hands of*, &c. *two cuſtomary Tenants of the ſaid Manor, all that my cuſtomary Tenement in*, &c. *with the Appurtenances, to the Uſe and Behoof of my laſt Will and Teſtament: Now therefore my Will and Meaning is, and I do hereby give, deviſe and bequeath the ſaid Tenements, with the Appurtenances, lying*, &c. *aforeſaid, to my loving Mother* A. C. *for and during her natural Life; and after her Death I do give and deviſe the ſame to my Kinſman* J. C. *Son of* J. C. *of*, &c. *and his Heirs for ever; upon this Condition, That he pay*

unto his Brother T. *Five Pounds, and to his Brother* H. *Five Pounds, &c. to be paid to them or their Heirs within one Year next after the Deceaſe of my ſaid Mother* A. C. And upon this the ſaid *A. C.* prays to be admitted to the ſaid Premiſſes, according to the Form and Effect of the ſaid Will, for Term of her Life: To whom the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod: To have and to hold to her and her Aſſigns, for Term of her Life; then to remain in Form aforeſaid, to be held of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed; and ſhe gave to the Lord for a Fine, *&c.* did Fealty, and is thereupon admitted Tenant. And afterwards, ſitting the Court, the ſaid *A. C.* ſurrendered into the Hands of the Lord, by the Hands of his ſaid Steward, by the Rod, according to the Cuſtom of the ſaid Manor, all that Meſuage or Tenement aforeſaid, with the Appurtenances, called or known by the Name, *&c.* and all her Eſtate, Right, Title and Intereſt, of, in and to the ſame, to the Uſe and Behoof of the ſaid *J. C.* Son of *J. G.* his Heirs and Aſſigns for ever; To which ſaid *J. C.* the Son, here in full Court, the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To have to him and his Heirs, upon the Conditions in the Laſt Will and Teſtament of the ſaid *J. C.* deceaſed, mentioned and contained; To hold of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms therefore due and of Right accuſtomed; and he gave a Fine to the Lord, did Fealty, and is thereupon admitted Tenant.

A Surrender to Uſes, with Remainders, as he ſhould limit by Will, and Admittance upon it after the Death of the Teſtator.

Whereas at the Court held here for the ſaid Manor, on the ——— Day, *&c. T. B.* of, *&c.* a cuſtomary Tenant of the ſaid Manor, in full and open Court ſurrendered by the Rod, into the Hands of the Lord of the ſaid Manor, according to the Cuſtom of the ſaid Manor, one Field, called, *&c.* one, *&c.* with all and ſingular the Appurtenances, which ſaid Premiſſes are

are ſituate, lying, and being at, *&c.* To the Uſe and Behoof of the ſaid *T. B.* and *L.* his Wife, during the Term of their Lives, and of the Life of the longer Liver of them; and after the Deceaſe of the Survivor then to the Uſe and Behoof of ſuch Perſon or Perſons, and for ſuch Eſtate or Eſtates, as the ſaid *T. B.* by his laſt Will and Teſtament ſhall limit and appoint; and for Default of ſuch Teſtament, then to the Uſe of the right Heirs of the ſaid *T. B.* for ever: And that the ſaid *T. B.* made his Laſt Will and Teſtament in Writing, now brought here into Court, bearing Date, *&c.* the Tenor whereof is in the Words following, to wit; *I will and deviſe all my Copyhold Lands, lying in the Pariſh of, &c. aforeſaid, unto my Daughter* A. *and her Heirs lawfully begotten, and to be begotten.* And now at this Court the ſaid Homage upon their Oath preſent, That the ſaid *T. B.* and his Wife are dead; and the ſaid *A. B.* preſent here in Court, prays to be admitted Tenant of the ſaid Premiſſes: To whom the Lord, by his Steward, granted Seiſin thereof by the Rod; To have and to hold the ſaid Premiſſes, with the Appurtenances, to the ſaid *A. B.* according to the Form and Effect of the ſaid Surrender and Will of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the yearly Rent, *&c.* Fealty, Suit of Court, and other Services therefore due and of Right accuſtomed: And for ſuch her Entry ſhe gave to the Lord for a Fine, as appears, *&c.* and did Fealty, and is thereupon admitted Tenant.

A Surrender to divers Perſons to ſeveral Uſes, with Remainders over.

At this Court it is teſtified by the ſaid *T. P.* Steward there, That on the ——— Day, *&c. T. J.* came in his proper Perſon before the ſaid Steward, and ſurrendered into the Hands of the Lord, by the Hands of the ſaid Steward, out of Court, in the Preſence of *L. D. C. K.* and *J. T.* according to the Cuſtom of the ſaid Manor, the Reverſion of one Meſuage or Tenement, and ſixteen Acres of Meadow, *&c.* and the Reverſion, *&c.* with the Appurtenances in, *&c.* within the ſaid Manor, To the Uſe and Behoof of *D. T.* and

and *K.* his Wife, and the Heirs of the Body of the ſaid *D.* lawfully begotten, after the Death of one *A.* now Wife of *H. J.* and for Default of ſuch Iſſue of the Body of the ſaid *D. T.* lawfully begotten, then to remain to the ſaid *K.* Wife of the ſaid *D. T.* and the Heirs of the Body of the ſaid *K.* lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *H. J.* and the Heirs of his Body lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *A.* Wife of the ſaid *H. J.* and the Heirs of the Body of the ſaid *A.* lawfully begotten; and for Default of ſuch Iſſue, then to remain to *R. S.* and his Heirs for ever: To which *D. T.* and *K.* his Wife, the Lord, by his ſaid Steward, at this Court, granted Seiſin thereof by the Rod; To have and to hold the ſaid Meſuages, and other the ſaid Premiſſes, with the Appurtenances, in Reverſion, according to the Cuſtom of the ſaid Manor; and after the Death of the ſaid *A.* Wife of the ſaid *H. J.* to the ſaid *D.* and *K.* his Wife, and the Heirs of the Body of the ſaid *D.* lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *K.* Wife of the ſaid *D.* and the Heirs of the Body of the ſaid *K.* lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *H. J.* and the Heirs of his Body lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *A.* Wife of the ſaid *H. J.* and the Heirs of the Body of the ſaid *A.* lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *R. S.* and his Heirs for ever, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; And the ſaid *D.* and *K.* his Wife give to the Lord for a Fine for ſuch their Eſtate to be therein had, 100*s.* and they are thereupon admitted Tenants in Manner and Form aforeſaid, *&c.* And the ſaid Lord acknowledged himſelf to be ſatisfied by the ſaid *D.* and *K.* his Wife, for the ſaid Fine thereupon had for the Meſuage and other the ſaid Premiſſes, with the Appurtenances, when the ſame, after the Death of the

the ſaid *A.* Wife of the ſaid *H. J.* ſhall come to their Hands. And afterwards in this Court came *F. J.* in his proper Perſon, and here in full Court ſurrendered into the Hands of the Lord all his Right, Title, Claim and Intereſt, of, in and to all the ſaid Meſuages, and other the Premiſſes, with the Appurtenances, to the Uſes aforeſaid; and alſo remiſed and releaſed, and for him and his Heirs quit-claimed, to the ſaid *J. H.* and *A.* his Wife, all his Right, Title, Claim, Intereſt and Demand, which the ſaid *T. J.* ever had in or to the ſaid Meſuages, and other the ſaid Premiſſes, with the Appurtenances; To have and to hold all and ſingular the ſaid Meſuages, and other the ſaid Premiſſes, with the Appurtenances, to the ſaid *H. J.* and *A.* his Wife, for Term of the Life of the ſaid *A.* and after the Deceaſe of the ſaid *A.* the Remainder of all the ſaid Lands and Tenements, with the Appurtenances, to the ſaid *D. T.* and *K.* his Wife, and the Heirs of the Body of the ſaid *D.* lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *R. &c.* and for Default of ſuch Iſſue, then to remain to the ſaid *R. S.* and his Heirs for ever, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, *&c.*

After an Abatement and Intruſion, the Lord ſeizeth the Land, and granteth it to the Abator for Life, with Remainders over.

It is found by the Homage, That one *O. B.* deceaſed, held of the Lord of this Manor at the Time of his Death, to him and his Heirs, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, one Meſuage, *&c.* with the Appurtenances, within the ſaid Manor; and that the ſaid *O.* died ſeiſed of ſuch Eſtate, by the Space of ſix Years now laſt paſt and more; and that one *H. R.* in Right of his Wife, formerly Wife of *L. B.* Son of the ſaid *O. B.* immediately after the Deceaſe of the ſaid *O. B.* into the ſaid Meſuage, *&c.* and other the ſaid Premiſſes, with the Appurtenances, abated, entered and intruded upon the Poſſeſſion of the Lord of the ſaid Manor, in Diſheriſon of the Lord of the ſaid Manor and his Heirs, and againſt the Cuſtom of his ſaid Manor uſed and approved of in the ſame from the Time to the contrary whereof the Memory of Man is not; and the Iſſues and Pro-

fits

fits thereof, from the Time of the Death of the ſaid *O. B.* to their own proper Uſe, have hitherto had and received, not taking the ſaid Meſuage, *&c.* and other the ſaid Premiſſes, with the Appurtenances, from the Hands of the Lord of the ſaid Manor; neither did he make any Fine to the Lord for the ſame according to the Cuſtom of the ſaid Manor: And ſo the ſaid *R.* has held and enjoyed the ſaid Meſuage, *&c.* by the ſaid Space of ſix Years and more, contrary to the Cuſtom of the ſaid Manor; therefore the Bailiff of the ſaid Manor is commanded to ſeiſe into the Hands of the ſaid Lord, the ſaid Meſuage, *&c.* and other the ſaid Premiſſes, with the Appurtenances, until, *&c.* And the Lord now having Seiſin thereof, at the humble Petition of the ſaid *H. R.* of his ſpecial Grace, at this Court granted out of his Hands the ſaid Meſuage, *&c.* to the ſaid *H. R.* and *A.* his Wife, for the Term of the Life of the ſaid *A.* and Seiſin is delivered to them by the Rod; To have and to hold the ſaid Meſuage, *&c.* to the ſaid *H.* and *A.* for the Term of the Life of the ſaid *A.* at the Will of the Lord, according to the Cuſtom of the ſaid Manor; and after the Decreaſe of the ſaid *A.* then to remain to *D. T.* and *K.* his Wife, Grand-Daughter and next Heir to the ſaid *O. B.* to wit, Daughter of *L. B.* Son of *O. B.* and the Heirs of the Body of the ſaid *D. T.* lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *K. &c.* To hold of the Lord at the Will of the Lord, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And as well the ſaid *H. R.* and *A.* his Wife, as the ſaid *D. T.* and *K.* his Wife, give to the Lord for a Fine for ſuch their Entry to be had of and in the Premiſſes, *&c.* did Fealty to the Lord, and are thereupon admitted Tenants in Manner and Form aforeſaid, *&c.*

Seiſure after the third Proclamation, the Heir not appearing to take the Land.

Whereas at the Court Baron held for this Manor on the ——— Day, *&c.* it was preſented by the Homage there, That *A. B.* a cuſtomary Tenant of this Manor was dead, and died ſeiſed of one cuſtomary Meſuage, *&c.*

&c. and that *R. B.* is his Son and Heir and of full Age, to wit, of the Age of 21 Years and more; but becauſe he came not to be admitted to the ſaid Meſuage or Tenement, with the Appurtenances thereunto belonging; therefore the firſt Proclamation was made, that he ſhould come into Court for that Purpoſe, otherwiſe they would be ſeized into the Hands of the Lord for want of a Tenant; and alſo whereas at the Court held here on the ——— Day, *&c.* the ſecond Proclamation was made to the ſame Purpoſe, *&c.* and whereas alſo at another Court held here on the ——— Day, *&c.* the third Proclamation was made againſt the ſaid *R. B.* that he ſhould come into Court for the Purpoſe aforeſaid, or otherwiſe the ſaid Premiſſes would be ſeiſed into the Hands of the Lord for want of a Tenant; and becauſe neither the ſaid *R. B.* nor any other Perſon having Right to the ſaid Premiſſes, came at the ſaid laſt Court, therefore *J. G.* Bailiff of this Manor and an Officer of this Court, was commanded to enter into the ſaid Meſuage or Tenement, with the Appurtenances, and to ſeiſe the ſame into the Hands of the Lord for want of a Tenant; now at this Court the ſaid *J. G.* came here into Court, ſitting the Court, and ſaid that he had entered into the ſaid Meſuage, with the Appurtenances, and ſeiſed the ſaid Premiſſes into the Hands of the Lord, as he was commanded, and immediately *J. S.* Gent. came here into Court and informed the Lord of this Manor, that the ſaid *A. B.* was admitted to the ſaid Premiſſes, with the Appurtenances, upon Truſt and for the ſole Uſe of the ſaid *J. S.* Upon which the Lord of this Manor, of his mere Motion and ſpecial Grace, and at the Prayer of the ſaid *J. S.* gave and granted to the ſaid *J. S.* the ſaid Meſuage or Tenement, with the Appurtenances; To have and to hold to him and his Heirs, according to the Cuſtom of the ſaid Manor. Which ſaid *J. S.* preſent here in Court, prayed of the Lord to be admitted Tenant to the ſaid Meſuage, with the Appurtenances: To whom the Lord, by his ſaid

An Infant can commit no Forfeiture, but the Lord may chuſe a Guardian, and admit him, and ſo be paid his Fine, &c.

said Steward granted Seisin thereof by the rod; To have and to hold the said Mesuage, with the Appurtenances, to him the said *J. S.* his Heirs and Assigns for ever, of the Lord, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent, *&c.* Fealty, Suit of Court, and other Services therefore due and of Right accustomed; and is thereupon admitted Tenant.

R A private

A private Court Baron, held on Purpoſe to take a Surrender, and make Admittance, or to grant an Eſtate, &c.

Manor of *D.* } *The Special Court Baron of* William A. *Eſq; held there on the — Day of ——— in the Year of our Lord —— and in the —— Year of the Reign of our Sovereign Lord* George *the Third, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *Before* G. J. *Gent. Steward there.*

Homage.

John S.
William M. } Sworn.
Thomas B.

A Surrender and Admittance.

AT this Court came *C. L.* a cuſtomary Tenant of this Manor, in his proper Perſon, and ſurrendered into the Hands of the Lord, by the Hands of his ſaid Steward, according to the Cuſtom of the ſaid Manor, one Meſuage or Tenement, *&c.* within the ſaid Manor, to the Uſe and Behoof of *J. C.* his Heirs and Aſſigns for ever. To whom the Lord, by his ſaid Steward, granted Seiſin thereof by the Rod; To have and to hold to him and his Heirs, of the Lord,

Lord, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed: And he gave to the Lord for a Fine, for his Entry ſo to be had, 50*s.* did Fealty, and is thereupon admitted Tenant.

Now I have done with all the ordinary Proceedings of the Court Leet and Court Baron; I proceed to the extraordinary Buſineſs of the Court Baron, relating to proſecuting of Actions. Theſe Courts, although they have generally a Power to determine all Cauſes within their Juriſdictions under Forty Shillings, where the Freehold is not concern'd, yet they do but ſeldom exerciſe that Authority, unleſs it be in ſome few particular Places, by reaſon theſe Courts are at this Time commonly held but twice a Year, no oftener than the Leet, and uſually with it, when it was firſt intended that they ſhould be held every three Weeks: However, I have gathered together Informations and Precedents ſufficient to inform the Steward how to proceed in thoſe Matters, when any ſuch happen to fall in his Way.

The Manner of keeping the Court Baron for trying of Actions, the Nature and Kinds of Actions, and of Pleadings: And Precedents of Declarations, Pleadings, and of Proceſs from the Precept or Original to the Diſtreſs or Execution: With Pleas and Recoveries concerning Copyhold Lands, &c.

The Manner of keeping this Court.

Manor of *A.* } *The Court Baron of* A. B. *Eſq; Lord of the ſaid Manor, held there on the firſt Day of* May, *&c. before* C. D. *Steward of the Court of the ſaid Manor.*

AFTER the Stile of the Court is thus entered, command the Bailiff to make Proclamation, and ſay:

"All manner of Perſons that have been ſummoned to appear here this Day, or have any Thing to do at this Court, draw near, and give your Attendance."

Then

Then let the Bailiff make Proclamation again, and ſay, "If any Man will enter any Plaint, let him come "forth, and he ſhall be heard.

If any come, enter the Plaints after the following Manner:

A. B. *Complains of* C. D. *of a Plea of Debt*, 39 *s.* 11 *d.*

Or,

A. B. *Complains of* C. D. *of a Plea of Treſpaſs on the Caſe, to his Damage of* 39 *s.* &c.

Then call the Plaintiff thus:

"*A. B.* appear, or thou loſeſt thy Plaint." Three Times.

If he appear by his Attorney, then enter the Warrant of Attorney, *viz.* the two firſt Letters of his Name over the Name of the Plaintiff.

Then call the Defendant.

"*C. D.* appear, and anſwer *A. B.* in an Action of "Debt, (or as the Caſe is) or thou forfeiteſt thy "Goods diſtrained, and further Proceſs will be award-"ed againſt thee.

If he appear, then enter his Appearance.

The Plaintiff hath Time to declare until the next Court-day after the Defendant's Appearance; and the Defendant imparls until the next Court-day after.

When the Defendant hath put in his Anſwer, if the Plaintiff join Iſſue, they may proceed to Trial the next Court-day, if they proceed not further by Replication, Rejoinder, Sur-rejoinder, Rebutter, Sur-rebutter.

If they be at Iſſue, ſend out a *Venire fac'* to ſummon the Jury.

Then enter on the Head of the Panel thus: *Jurors between* A. B. *Plaintiff, and* C. D. *Defendant in a Plea of Debt.*

When they are brought to the Bar, bid the Bailiff make Proclamation, and ſay;

" You good Men that be impanelled to try the " Iſſue between *A. B.* Plaintiff, and *C. D.* Defen- " dant, anſwer to your Names, every Man upon the " firſt Call, upon Pain and Peril that ſhall fall " thereon.

If Twelve appear, then ſwear them One by One after this Manner:

" You ſhall well and truly try this Iſſue joined be- " tween the Parties, according to your Evidence.

So help you God.

And as they are ſworn, enter by every Man's Name, *Sw.* i. e. Sworn.

Being all ſworn, bid them ſtand together to hear the Evidence.

Then ſwear the Witneſſes.

" The Evidence that you ſhall give to this Inqueſt " touching the Matter in Variance, ſhall be the " Truth, the whole Truth, and nothing but the " Truth.

So help you God.

Then let the Jury depart to agree upon their Verdict.

At their Return let the Bailiff call every one by their Names.

Then

Then aſk them, "If they are all agreed on their "Verdict? To which the Jury reply, *Yes.*

"Who ſhall ſay for you?

Jury. *The Foreman.*

Then call the Plaintiff: "*A. B.* appear, or thou "loſeſt thy Plaint;" three Times; Then upon the Plaintiff's Appearance aſk the Jury.

"Whether they do find for the Plaintiff, or for the "Defendant?

Jury. *For the Plaintiff.*

"What Damages do you aſſeſs?

Jury. *Thirty-five Shillings.*

"Hearken to your Verdict: You ſay you find for "the Plaintiff, and aſſeſs Damages 35 *s.* and Coſts of "Suit 12 *d.* So you ſay all?

Jury. *Yes.*

Then bid the Plaintiff pay the Jury.

If the Verdict find Matter incertainly, it is inſufficient, and no Judgment ought to be given thereupon; as if an Executor plead *Plene adminiſtravit*, and Iſſue is joined thereupon, and the Jury find that the Defendant hath Goods in his Hands to be adminiſtred, but find not of what Value: This is incertain, and therefore inſufficient.

A Verdict that findeth Part of the Iſſue, and findeth nothing for the Reſidue, is inſufficient for the Whole, becauſe they have not tried the whole Iſſue wherewith they were charged; but if the Jury give a Verdict of the whole Iſſue, and of more, that which is more, is Surpluſage, and ſhall not ſtay Judgment.

The Court being ended, adjourn the Court to another Day to be kept, commanding the Bailiff to make Proclamation, *O Yes, &c.* and ſay,

"All manner of Perſons, that have any more to "do at this Court, let them come forth, and they "ſhall be heard; otherwiſe they, and every one elſe, "may depart hence for this Time, and keep their

" Hour here on ——— Day, *&c.* the fourth Day of, " *&c.* by Ten of the Clock in the Forenoon.

Now the Court being done, and the Defendant condemn'd by Verdict, then Judgment being entred, a *Fieri facias* ſhall be awarded to make Levy of the Defendant's Goods; and thereupon his Goods ſhall be taken by Virtue thereof, and may be appraiſed and ſold to ſatisfy the Plaintiff: And in Caſe the Defendant hath no Goods whereupon Levy may be made, then the Plaintiff hath no Remedy in this Court; for it being no Court of Record, no *Capias* lies there: But an Action may be brought at Common Law upon the Judgment entred.

Of the Proceedings in this Court.

THE Plaintiff is firſt to take out a Summons returnable at the next Court, and then to appear by his Attorney; and if the Defendant do not appear, an Attachment, or *Diſtringas*, is to be made out upon Requeſt.

And the firſt Thing the Defendant in any Action is to do, is to appear in Perſon, or by an Attorney in the Court, to anſwer the Action, and defend the Suit.

At the next Court-day after Proceſs executed, and the Defendant's Appearance, the Plaintiff is to file his Declaration, and ſhew his Cauſe of Action, or Matter of Complaint; and in what Manner the Action grew between the Parties, and at what Time and Place the Wrong was done, and ſhew the Damage he hath ſuſtained by the Wrong done unto him, which upon the Plaint is under 40 *s.* Let the Attornies be diligent in taking right and full Inſtructions from their Clients, and inform themſelves of every Thing which is materially incident to the Caſe, that ſo they may know what Manner of Action is moſt proper to be brought on their Clients Behalf. And Note, That in good

good Pleadings the Law requires four Things, *viz.* Verity, Certainty, Order, Congruity; and in ſome Caſes Manner and Form.

If an Action be brought before there is any Cauſe of Action, the Defendant may plead in Abatement; but if a Treſpaſs was done the fourth Day of *May*, and the Plaintiff declareth the ſame to be done the Fifth or Firſt Day of *May*, when no Treſpaſs was committed; yet if upon Evidence it falleth out that the Treſpaſs was done before the Action brought, it ſufficeth. 19 *H.* 6. 47. 5 *Ed.* 4. 5. 21 *Ed.* 4. 66. And *Littleton* ſaith, That the Jury may find the Defendant guilty at another Day than the Plaintiff ſuppoſeth; for the Law of *England* reſpecteth more the Effect and Subſtance of the Matter, than every Nicety of Form and Circumſtance.

Note, That in Actions for Debt upon *Emiſſet* for Wares, for Money, or other Things lent, upon an *Inſimul computaſſent*, Action of Treſpaſs, Battery or upon the Caſe, *&c.* you are not tied to lay the certain Day, but you may lay it at any Time after the Cauſe of Action accrued.

If an Action of the Caſe be brought upon an *Aſſumpſit*, the Plaintiff muſt declare upon the whole Promiſe made, and not upon Part of it, elſe the Declaration is not good. *Mich.* 22 *Car. B. R.*

If there be Words in a Declaration which have no Signification, or Words ſuperfluous, the Words ſhall be adjudged to be void Words, and ſhall not hurt the Declaration; but the Declaration ſhall be taken as if theſe Words were left out of it, *Superflua non nocent. Hill.* 23 *Car. B. R. Paſch.* 24 *Car. B. R.*

If the Plaintiff do alter his Declaration, the Defendant may alter his Plea; for by the Amendment of it, it may be ſo alter'd in Matter, that it may require a different Anſwer from what was formerly pleaded: And in that Caſe, if he ſhould not amend his Plea, he might

might be trick'd for want of a good Plea. *Pract. Reg. fol.* 235.

If after Proceſs executed, the Defendant doth appear, and the next Court after gives a Rule to declare, and the Plaintiff doth not file his Declaration within the Time; then upon ſuch Default the Plaintiff is nonſuited; and the Defendant may have his Coſts to be taxed; for which taxing there is nothing due to the Steward, but he receives two Shillings for entring the Judgment, and two more for the Execution.

In every Caſe where the Plaintiff may have Coſts againſt the Defendant, there if the Plaintiff be nonſuited, or a Verdict paſs againſt him, the Defendant ſhall have his Coſts; as in Treſpaſs, Debt, Covenant by Specialty, or upon Contract, Actions upon the Caſe, or upon the Statute for perſonal Wrongs: Adminiſtrators or Executors ſhall not pay any Coſts either upon Nonſuit or Verdict, becauſe their Actions are brought upon Debts or Contracts not made between them and the Defendants. But if they bring Actions for Things done to themſelves, as for taking away of Goods from them, *&c.* and they be nonſuit, or Verdict paſs againſt them, in this Caſe they ſhall pay Coſts.

After the Plaintiff hath appeared, and Declaration filed, upon the Appearance of the Defendant, Imparlance is to be entred. Imparlance is, when the Defendant being to anſwer the Suit or Action of the Plaintiff, deſireth ſome Time of Reſpite to adviſe himſelf the better what he ſhall anſwer, being nothing elſe but a Continuance of the Cauſe till a further Day.

Continuance is after a Suit is begun, and the Plaintiff hath declared. He muſt continue his Suit from Court-day to Court-day, or elſe the adverſe Party may take Advantage of it: And this is called *Continuance*, being but only a Proroguing of a Suit from Time to Time, to keep it in Being; and it is by the Act or Order of the Court, and ſometimes by the Agreement of the Attornies of both Parties.

The

The Rule, or *dies Datus*, is when further Day is given to the Plaintiff to put in his Declaration, or to the Defendant to put in his Anſwer: The Time is uſually the next Court-day, and if Occaſion, a Rule for Fourteen Days more.

The next Court after the Filing the Declaration, and Imparlance given, the Defendant is to put in his Anſwer, which he pleadeth, and ſaith in Bar, to avoid the Action of the Plaintiff, either by Confeſſing and Avoidance, or Traverſing and denying the material Parts thereof: It muſt be legal, full and perfect; for a bad or inſufficient Plea is in Law no Plea.

If Iſſue be not joined upon the Anſwer, then the Plaintiff is to file the Replication to the Anſwer of the Defendant, which muſt affirm and purſue his Declaration.

Then the Defendant muſt put in his Rejoinder to the Plaintiff's Replication, which muſt purſue and confirm his Anſwer; for every Rejoinder ought to have theſe two Properties ſpecially, that is, it ought to follow and enforce the Matter of the Bar, and alſo to be a ſufficient Anſwer to the Replication.

If the Parties be not at Iſſue by reaſon of ſome new Matter diſcloſed in the Defendant's Rejoinder, if there be Cauſe, the Plaintiff may ſur-rejoin to the ſaid Rejoinder; but it falleth out very ſeldom. The Surrejoinder is a ſecond Defence of the Plaintiff's Declaration, oppoſite to the Defendant's Rejoinder.

Whenſoever the Counſel of the Parties are of Opinion, that the Declaration or Plea of the adverſe Party is inſufficient in Law, then he demurreth or abideth in Law, and referreth the ſame to the Judgment of the Court. Now there is no Demurrer in Law, but when it is joined; and therefore when a Demurrer is offer'd by the one Party, as is aforeſaid, the adverſe Party joineth with him; and thereupon the Demurrer is ſaid to be joined, and then the Cauſe is by the Counſel of both Sides argued in open Court.

When the Declaration, Anſwer, Replication, *&c.* are defective in reſpect of ſome Circumſtance of Time

or

or Place, it may be remedied by Conſent of the Court or Parties, or by Motion to the Steward.

Non ſum informatus is a formal Anſwer of Courſe made by an Attorney; whereby he is deemed to leave his Client undefended, and Judgment paſſeth for the adverſe Party.

Nil dicit is a Failing to put in an Anſwer to the Plaintiff's Declaration by the Day aſſigned; which if the Defendant do, Judgment ſhall paſs againſt him, becauſe he ſaith nothing to the contrary.

The Nature and Kinds of Actions, and of Pleadings, &c.

Actions in general.

ACTIONS are commonly divided into Five Parts, or Particulars, *viz.* Action Perſonal, Action Real, Action Mix'd, Action Civil, Action Penal. A Perſonal Action is that which one Man may have againſt another, by reaſon of any Contract for Money or Goods, or for any Offence done by him, or ſome other for whoſe Fact he is anſwerable. A real Action is that whereby a Demandant claims Title to have a Freehold in any Lands or Tenements, Rents or Commons in Fee-Simple, Fee-Tail, or for Life. Action mix'd is that which lieth as well againſt or for the Thing which we ſeek, as againſt the Perſon that hath it, and is call'd mix'd, as a Reſpect both to the Thing and the Perſon; and this Action ſeeks both the Thing whereof we are deprived, and a Satisfaction for the unjuſt Detention. Action Civil is that which tends only to the Recovery of that which by reaſon of any Contract or other like Cauſe is due to us; as if a Man by Action ſeek to recover a Sum of Money formerly lent. Action penal aims at ſome Penalty or Puniſhment in the Party ſued, be it corporal or pecuniary.

Action

Action of Debt lies where any Sum of Money is due to a Man by reason of Account, Bargain, Contract, Obligation, or other Specialty, to be paid at a certain Day, which is not paid. Particular Actions, and first Debt.

And although there is a Limitation of Time for demanding and recovering of Book-Debts, *&c.* yet there is no Limitation in Case of Specialties, as Bonds, *&c.*

Whilst an Account is current, there lies only an Action of Account; but when it is stated under Hand, and the Ballance agreed, then it turns to an Action of Debt for the Ballance.

Husband shall be charged with the Debts of his Wife only during her Life.

If a Man die without receiving a Debt due to his Wife, the Wife shall have the Action, and not his Executors.

If a Man make another his General Receiver, who receiveth Money, and maketh an Acquittance, and payeth not his Master, yet that Payment discharged the Debtor.

An Acquittance is a good Bar if nothing be paid.

Payment on a single Obligation or Bill, requires Acquittance to be a Bar; but in Obligations with Conditions, no Acquittance is necessary.

No Copy of a Deed or Will may be produced in Court as Evidence, only Originals.

Where a Man pleads any Deed, he must offer it in Court; and the other Party may refuse to plead, until he has a Copy of it.

The first Grant and last Will stands in Force.

Payment of Principal and Interest due upon a Bond is a good Discharge and Bar, though it be not done exactly at the Time limited; and shall be deemed a full Satisfaction and Performance, if such Principal and Interest be brought into Court.

An Heir has no Benefit of Money lent on Mortgage, *&c.* by his Ancestor, unless the Word *Heirs* be contained in it; for as an Heir is not obliged to pay Money of his Ancestor's, unless he be particularly named,

named, ſo he cannot receive Money, unleſs he be named alſo.

A Statute, Judgment, or Recognizance, may have preſent Execution taken out, without further Suit, as a preſent Duty; which a Bond, or other Thing not recorded, cannot.

Where Leſſee for Years holds over his Term, or takes a new Term, the Leſſor may not diſtrain his Cattle for Rent due before his firſt Term was expired; but he may bring an Action of Debt upon Covenant.

A Man ought not to take more than 5 *l. per Cent.* for Money lent; if he does, it is Uſury and Extortion, and he forfeits treble the Value.

Intereſt for Money without mentioning for what, ſhall be intended 5 *l. per Cent. per Annum.*

On Contract or Bargain, a Man may keep his Goods, until he has his Money, but no longer; and if you agree to give me ſo much for a Thing, and do not give it me preſently, I may avoid the Bargain, and ſell it to another.

The Huſband ſhall not be charged for the Contract of his Wife, unleſs he giveth her Authority to do it.

And a Man ſhall be charged in Debt for the Contract of his Bailiff, Servant, or Wife, where he giveth Authority unto any ſuch to buy or ſell for him.

Goods ſold by a Servant are in Law ſuppoſed to be bought of the Maſter, and he may bring his Action.

For Felony, Battery, Money receiv'd or borrow'd by Servant, the Maſter is not anſwerable, unleſs it was done by his Command.

No Action ſhall be brought to charge any Executor or Adminiſtrator upon any ſpecial Promiſe to anſwer Damages out of his own Eſtate, or to charge the Defendant upon any ſpecial Promiſe to anſwer the Debt of another Perſon, or to charge any Perſon upon any Agreement made upon Conſideration of Marriage, or upon Contract or Sale of Lands, or Intereſt therein, or upon any Agreement not to be perform'd within

in a Year; unleſs ſuch Agreement, or ſome *Memorandum* thereof, be in Writing, and ſigned by the Party charged, or ſome other Perſon by him authorized, *per Stat.* 29 *Car.* 2.

Nor Contract for Sale of Goods to the Value of Ten Pounds or upwards, without accepting of the Goods ſold, giving ſomething in Earneſt, or ſome Writing ſigned by the Parties or their Agents lawfully authorized.

If Executors bring an Action, it muſt be in all their Names, although ſome of them refuſe the Office; but an Action muſt be brought againſt him that does adminiſter only.

Executors muſt pay all Debts before Legacies, in the Order following: He may pay his own Debts firſt, then Debts to the King; Debts on Record by Judgment, Statute, or Recognizance, entered into by the Deceaſed; Debts due by Obligations, Penal Bills, Rents of Leaſes, Servants and Workmens Wages, Debts on Shop-Books, and Verbal Contracts: And if the Executor pays any of theſe laſt before the former, he is liable to all although it be out of his own Eſtate, for Want of Aſſets; but if there be enough left to pay all the Debts, he may do it in what Order he pleaſes.

In an Action of Debt, the Jury may find Part paid againſt the Plaintiff, and Part unpaid againſt the Defendant.

If the Court do believe that the Jury have given Verdict againſt the Evidence, they may order a new Trial to be, on paying Coſts.

The Oath of the Plaintiff will be taken before the Oath of the Defendant, if there be Oath for Oath.

Where the Plaintiff will not try his Cauſe in due Time, the Defendant may try it by Proviſo, and be freed from the ſame, giving the Plaintiff Notice.

An Infant muſt ſue by *Prochein Amy*, and defend himſelf by Guardian.

Infant

Infant may be obliged to pay for Meat, Drink, Clothes, Phyſick, Teaching, and ſuch like Neceſſaries fit for one of his Quality.

Two Perſons jointly trading, one of them is anſwerable for the Debt of both in their Trade, in caſe one goes aſide.

If a Contract for above Forty Shillings be ſever'd into ſeveral Sums, in order to Trial in inferior Courts, a Prohibition out of *B. R.* will lie to ſtop Judgment, or if in Judgment in ſuch inferior Court they do not aver that the Cauſe aroſe within the juriſdiction of the Court, and is in the Nature of a Writ of Error.

Miſcaſting of a Sum in Debt is Error, but in Covenant or upon the Caſe it is not Error.

Action upon the Caſe.

Action upon the Caſe is a general Action given for Redreſs of Wrongs done without Force againſt any Man.

Action upon the Caſe lies for Deceits in any Contracts, Bargains, Sales of Wares, *&c.* and if ſuch Deceit be by a Servant, the Maſter is anſwerable: It lies for any Breach of Promiſe, Innkeeper or his Servant loſing Goods, or ſuffering a Horſe, *&c.* to receive Damage after deliver'd to them by the Owner. Goods loſt, ſtolen or abuſed, after delivered to a Carrier or his Servant, unleſs the Carrier gives Caution that he will not be anſwerable. Sheriff or other Officer neglecting his Duty, or doing it deceitfully. For Work done, or a Thing lent and receiving Damage. A Dog, Boar, *&c.* biting Men or Cattle, whereby a Damage is received. Enticing away one's Servant. Diſturbing Officers in doing of Juſtice. If a Man borrow a Horſe, and ride him further than agreed, or exceſſively, or neglect him in Feeding, whereby a Damage is received. For not grinding at the Lord's Mill according to Tenure. For common Nuſances, and not repairing of Houſes, Hedges, Ways, *&c.* For any Thing where a ſpecial Prejudice is received, this Action upon the Caſe lies.

A Maſter

A Maſter may have an Action againſt any Perſon for any Thing ſold or done by his Servant.

A Promiſe made by Wife or Servant for the Huſband or Maſter, the Action for Breach of this Promiſe muſt be brought againſt the Huſband or Maſter, and not againſt the Wife or Servant.

An Action lies againſt the Huſband for Goods delivered to his Wife, if it can be proved that they came to the Huſband's Uſe.

Huſband muſt join with the Wife to ſue for Damages received by the Wife only.

The Huſband may bring an Action alone for ſcandalous Words ſpoken againſt him and his Wife, and recover; and yet may afterwards bring another Action to recover Damages done to his Wife, by ſpeaking of the ſame Words, for they are both particularly damnified.

Slander.

Actions upon the Caſe for Slander may be brought for Words ſpoken as would touch a Man's Life, Limb, Eſtate, Office, Trade, *&c.* to the Loſs of Preferment in Marriage, in Service, *&c.* Titles to Eſtates, or tends to Diſinheritance; any Thing as tends to a Man's particular Damage, and he receives Damage thereby, which muſt be ſet forth.

And whether the Words be ſpoken in Jeſt, behind one's Back, by a ſecond or third Perſon, in any Language, drunk, in one or more Sentences, directly or indirectly, it matters not.

But if the Words be only a Part of a Sentence, and the whole would make a better Conſtruction, there the Defendant may aver the whole in Bar.

No Heir or Executor is chargeable with the Wrong or Treſpaſs of the Anceſtor or Teſtator.

Treſpaſs, Battery, *&c.*

Actions of Treſpaſs are generally for Recovery of the Teſtator's Goods by the Executors, or for Entry on Lands, and doing Damage, Aſſaulting, Beating, *&c.* All preſent, or that take Part of the Treſpaſs,

are liable to be ſued as Treſpaſſers, except they declare their Diſſaſſent to it.

A Servant doing Treſpaſs by the Maſter's Command, both may be ſued; but if no Command from the Maſter, the Servant only is liable.

Threatning where a Loſs follows, as that a Man is afraid to go about his Buſineſs, whereby a Damage enſues, this Action may be brought for Remedy.

Throwing Drink on a Man is Battery, unleſs it happens by Accident.

Threatning to do bodily Miſchief, as to cut off an Arm, *&c.* is an Aſſault.

Lifting up of the Hand in Anger againſt a Man, without ſtriking, is an Aſſault in Law.

In Actions of Battery, a Man may juſtify in the defending of his own Perſon or Goods, and alſo in the Defence of the Perſon of the Wife, Father, Mother, Maſter, *&c.*

Huſband is bound by many Treſpaſſes of the Wife, but not to ſuſtain corporal Puniſhment for them.

Releaſe to one Treſpaſſer diſcharges all his Confederates in committing the Treſpaſs.

The Huſband cannot be Witneſs for or againſt the Wife, nor the Wife for or againſt the Huſband, unleſs it be in Caſe of Treaſon.

In Actions of Covenant, you may aſſign as many Breaches as you pleaſe; but in Actions upon Condition, you can aſſign only one. In Treſpaſs, *&c.* the particular Damage muſt be ſet forth, that the Defendant may know how to anſwer.

Perſonal Actions, as Battery, *&c.* die with the Perſons.

Detinue, Trover, *&c.*

Action of Detinue is for Recovery of Goods or Things lent or delivered; and Action of Trover is for Recovery of Damages to the Value of them.

In an Action of Detinue for Goods or Chattels, the Defendant may wage his Law; but in an Action of Trover for the ſame, he may not; which makes the latter Way more frequently uſed than the former.

If

If the Goods, &c. be waſted or loſt, the Value of it with Damages is recoverable.

Waſte is a Spoil made either in Houſes, Woods, Lands, &c. by the Tenant for Life or Years, to the Prejudice of the Heir, or of him in the Reverſion or Remainder. Waſte.

Although there be no Timber upon an Eſtate, the Tenant is obliged to keep the Houſe dry and in Repair, otherwiſe it is Waſte.

If a Houſe be uncovered by Tempeſt, or burnt by Lightning, &c. it is no Waſte, unleſs it happens by any Default of the Tenant, and then it is.

Taking away Glaſs-Windows, Wainſcot, Doors, &c. from the Freehold by the Tenant, is Waſte, although it was fixed there by ſuch Tenant.

A Man may cut Timber enough for Repairs only, and be no Waſte; but if he ſells Timber, it is Waſte.

Oak, Aſh, and Elm, are ſaid to be Timber, and lopping of them is Waſte, unleſs they have formerly been lopped.

Tenant may take by Law Plough-Boot, Houſe-Boot, Hay-Boot, and Fire-Boot.

Young Timber-Trees ſuffered to be deſtroyed by Cattle is Waſte. Converting of Arable Land to Wood, Meadow to Arable, &c. is Waſte.

Digging of Mines, Quarries, &c. or for Gravel, Lime, Brick, Clay, Earth, Stones, &c. is Waſte, unleſs it be for Repairs, or that ſuch Things and Privileges are granted by the Leaſe.

A Leaſe of Lands and Mines which are open, only extends to thoſe Mines, and not to any new ones.

Cutting of Fruit-Trees is Waſte, if they bear Fruit. Cutting of Wood to burn, where there is ſufficient dead Wood; cutting of Under-wood, without there is tall Wood amongſt it, is Waſte.

If a Man do not repair Banks, &c. whereby the Land is drowned, it is Waſte.

It is no Waſte to fell ſeaſonable Under-wood, which is us'd to be fell'd every twenty Years, or within that

Time. It is no Waſte to ſuffer Lands to lie freſh and unmanur'd, though they grow full of Thorns.

Cutting down Timber-Trees for Firing, when there is enough of other Wood; cutting down for Firing Timber fit for better Uſes, or cutting down more for Firing than is neceſſary, is Waſte.

If a Houſe be blown down by Tempeſt, the Leſſee is excuſed in Waſte; but if he covenant to repair, there an Action of Covenant will lie: For if Leſſee for Years covenant expreſly to repair a Houſe let to him, and during his Term the Houſe is burnt down, either by Negligence or otherwiſe, the Tenant by the Law is obliged to repair or new build it; but a Man is not ſo obliged by a Covenant in Law.

Action of Waſte lies againſt a Guardian by the Infant within Age. It alſo lies againſt Executors.

But a Guardian ſhall not be puniſhed for Waſte done by a Stranger, as a Termor ſhall.

Wife ſhall not be puniſhed for Waſte committed by her Huſband, after his Death.

None ſhall have an Action of Waſte but he who hath an Eſtate in Fee-Simple or in Fee-Tail, unleſs it be a Parſon, *&c.* on his Leaſe.

If a Leaſe be made to hold without Impeachment of Waſte, the Leſſee can commit no Waſte.

A Lord may not enter upon his Tenants Lands to cut Timber, dig Mines, *&c.* without a particular Exception or Reſervation, or incloſe the Waſte without the Tenant's Conſent, but will be a Treſpaſſer: But he may enter upon the Waſte to cut Trees, dig Mines, *&c.* without ſuch Conſent, provided the Highway be not annoy'd; for all the Waſte is the Lord's, except a Way for the King and Subjects.

All real and mix'd Actions, as Waſte, Ejectments, *&c.* muſt be laid in the ſame County where the Lands lie, for they are local; but all perſonal and tranſitory Actions, as Debt, Detinue, Aſſault, Annuity, Account, *&c.* may be brought in any County or any Place.

Wrongful

Wrongful Vexation, Extortion, Sheriff not acquitting the King's Debtors, Sheriffs Eſtreats unſealed, forcible Entries, ſuffering Buildings to be in Decay, Waſte, Diſtreſs wrongfully taken, Reſcous, *&c.* incurs treble Damages. In Debt, Treſpaſs, Ejectment, Nuſance, Covenant, *&c.* you recover Coſts and Damages. Tithes, treble Value, and no Coſts nor Damages; Account, no Damages nor Coſts. In Detinue, the Value of the Thing detained, and Coſts and Damages. In Replevin, Damages and Coſts, *&c.* Damages.

In good Pleading, a Man ought to obſerve the Order following: To except againſt the Juriſdiction of the Court, to the Perſon of the Plaintiff or Defendant, to the Count or Declaration, to the Writ, to the Action of the Writ, and laſtly, to the Action itſelf in Bar thereof. Pleading.

Cauſe of Abatement of the Writ is, when the Plaintiff or Defendant is dead, Want of ſufficient Matter in the Declaration, or not certainly alledged, Name or Place of Plaintiff or Defendant miſtaken, Variance between the Writ, Specialty or Record, apparent Repugnancy or Incertainty in the Writ, Count or Declaration. But after Imparlance, a Man may not plead in Abatement.

If you plead Diſability, That the Perſon is an *Alien*, attainted Perſon, *&c.* before you except againſt the Juriſdiction of the Court, as that the Cauſe is of Right triable in another Court; you cannot after that plead againſt the Juriſdiction, *&c.*

The Perſon himſelf muſt plead to Miſnomer of himſelf and Place of Reſidence, and not his Attorney.

The Defendant muſt anſwer to every particular Part of the Plaintiff's Declaration, otherwiſe it is Cauſe of Demurrer.

If the Defendant can have no Advantage by pleading in Abatement, or by demurring, he may afterwards plead in Bar of the Plaintiff's Action, as a Releaſe, Acquittance, Acceptance of other Things, Tender of Amends, Concord or Accord, Arbitrament, former Judgment or Recovery, Statute of Limitations, Diſability of the Plaintiff, Privilege of the Defendant, *&c.*

General Iſſues.

TO an Action of Debt upon Specialty, *Non eſt factum*, *It is not his Deed.*

To an Action of Debt upon Contract, or upon a Statute, *Nil debet*, *He owes nothing.*

To an Action of the Caſe upon an *Aſſumpſit*, *Non aſſumpſit*, *He did not undertake.*

To an Action of Treſpaſs, Aſſault and Battery, or Slander, *Non culpabilis*, *Not Guilty.*

To a Contract without Deed, the Plea is, *Solvit*, *Paid*; or an Obligation for the Debt, *&c.*

To an Obligation the Plea is, *Solvit*, *Paid*; but to plead Payment to an Obligation without Acquittance is no Plea, for an Obligation, or other Matter in Writing, may not be diſcharged by any Agreement by Word, but by Writing. But to plead Payment at the Day to an Obligation with Condition, though there be no Acquittance by Writing, it is good; for the Condition is in Nature of a Defeaſance to the Obligation.

To an Action of Debt, *Nil debet per Patriam*, *He owes nothing by the Country*, or *per Legem*, *by Law*, or *Solvit*, *Paid.*

If the Action be brought againſt an Executor or Adminiſtrator, the ordinary Plea is, *Ne unques Executor*,

tor, He never was Executor; or *Plene adminiſtravit, He has fully adminiſtred, &c.*

If the Suit be upon a Deed, or Contract without Deed, That the Defendant was *Deins Age, Under Age*, when he made the Deed or Contract.

If againſt a Woman, That ſhe was Covert, that is to ſay, had an Huſband, when ſhe made the Deed or Contract.

If upon an Arbitrament, That there was *Nul tiel Arbitrament, No ſuch Award* legally made, or That he hath perform'd the Award.

To an Action of Treſpaſs, Damage-feaſant, That the Beaſts came in by Default of the Incloſure of the Plaintiff, or that he hath Title of Common there, *&c.*

To an Action brought for Rent, That there is no Rent in Arrear, *&c.*

To an Action of Detinue, *Non detinet, Does not detain*, a Releaſe or Gift to him by the Plaintiff, or that he did tender the Thing ſued for before Action brought; that the Plaintiff did deliver it to him as a Pledge for Money which he hath not paid.

To an Action of the Caſe for Slander, *Non culpabilis, Not Guilty*, or juſtify the Words.

Caſe upon Warranty, *Non warrantizavit, Did not warrant*, or *Non culpabilis, Not Guilty*.

Upon a Bond or Bill, plead Conditions perform'd *per Minas, by Threats, per Dures, by Hardſhips, Impriſonment, &c.* Upon a Demiſe, *Non demiſit, Did not demiſe.*

To Treſpaſs, *Non culpabilis, Not Guilty*, an Arbitrament, Tender of Amends before Action brought, *&c.*

If divers Men commit a Treſpaſs, and one of them makes a good Accord, this will Diſcharge, and be a Bar to all the reſt.

There are divers Pleas to Actions of Treſpaſs, ſome of one Nature, and ſome of another, as Juſtification, Excuſe, Tender of Amends, *&c.*

If the Defendant have Matter of Juſtification or Excuſe to plead, he muſt be ſure to plead it ſpecially; for if he plead the General Iſſue, *viz.* Not guilty, it will be found againſt him.

Where the Defendant is not conſtrained to plead a ſpecial Plea, he may plead the General Iſſue proper for the Action brought, and give the ſpecial Matter in Evidence; for every Plea muſt be ſo fram'd, that it may give a full Anſwer to the Matter ſet forth in the Declaration, to wit, all ſuch as are materially to be anſwered unto.

If one be ſued upon an Obligation, he cannot be compelled to plead before he have Oyer of the Obligation and Condition, provided he demand Oyer.

If an Obligation of an Hundred Pounds be made, with Condition for Payment of Fifty Pounds at a Day, and at the Day the Obligor tenders the Money, and the Obligee refuſeth the ſame; yet upon an Action of Debt upon the Obligation, if the Defendant plead that he is yet ready to pay, and tenders the ſame in Court; and the Plantiff will not then receive it, but takes Iſſue upon the Tender, and the ſame be found againſt him, he hath loſt his Money for ever.

Every Plea muſt be offered to be proved true, by ſaying in the Plea, *Et hoc paratus eſt verificare, And this he is ready to verify:* And this is termed an Averment.

If Tender of Iſſue come on the Defendant's Part, the Form is, *Et de hoc ponit ſe ſuper Patriam, And of this he puts himſelf on the Country.*

If on the Plaintiff's Part, it is, *Et hoc petit quod inquiratur per Patriam, And this he prays may be inquired of by the Country.*

If Iſſue be taken upon theſe Pleas, and the Jury thereupon warned to appear to try them; the Jury appearing, the Parties may have their Challenges.

If Freehold be pleaded, this Court in that Caſe can proceed no further.

Within

Within what Time Actions may be brought.

ALL Actions of Debt grounded upon any Lending or Contract, as Book Debt without Specialty, and for Rents in Arrear; all Actions of Treſpaſs, *Quare Clauſum fregit*, Trover, Detinue and Replevin, for taking away Goods and Chattels, Actions of Account, all Actions of the Caſe (except Actions for Slander) which ſhall be ſued, muſt be commenced and brought within ſix Years after the Cauſe of ſuch Actions or Suit accrued; if the Plaintiff be then of full Age, *Diſcovert*, *Compos mentis*, out of Priſon, and in *England*; otherwiſe within ſuch Time after he becomes ſo, *&c.* and not after.

All Actions of Treſpaſs for Aſſault, Menace, Battery, Wounding, and Impriſonment, within four Years after the Cauſe of Action, and not after.

All Actions of the Caſe for ſcandalous Words within two Years next after the Words ſpoken, and not after.

Who may bring Actions, and who not.

IDEOTS, Madmen, or ſuch as have *Lucida intervalla*, ſuch as are deaf or dumb, or any other Man, Woman or Child, (except Perſons diſabled by Law) being wronged, may bring the proper Action appointed for Remedy in that Caſe; and all, or any of theſe wronging others, may be ſued: And if an Ideot ſue or be ſued, he muſt do it in Perſon.

An Infant muſt ſue by *Prochein Amy*; and being ſued muſt defend by Guardian.

A Feme Covert cannot ſue but with her Huſband.

An outlaw'd Perſon is diſabled to ſue any Action againſt any Man in any Court of Law or Equity, (yet as Executor he may ſue, becauſe it is not in his own Right, but in Truſt for another) but any Man may

may ſue him. A Man that is attainted in a *Præmunire*, may not ſue in any Action; and a Man that is a convict Recuſant, is diſabled ſo long as he ſo continues.

But note; All theſe Diſabilities remain but during the ſame Impediment.

What Witneſſes are not ſufficient to give in Evidence, and what are.

THE Word *Evidence* is of a different Signification, as ſignifying authentick Writings of Contracts; but here it is taken for Proof of a Matter in Queſtion, and at Iſſue, by Teſtimony of Witneſſes before a Jury, and according to the Evidence the Jury are to give in their Verdict, according to their Oaths.

And to demonſtrate who are ſufficient, and may be excepted againſt, they are ſuch as are infamous, or Perſons attainted of Felony, or of falſe Verdict, or of Conſpiracy, or of Perjury, or in a *Præmunire*, or of Forgery, and ſuch as have had Judgment to loſe their Ears, or ſtand in the Pillory, or have been ſtigmatized or branded; and Infidels, Men not of ſound Memory, or not of Diſcretion, or ſuch as are intereſted in the Cauſe, and may have Benefit by the Thing in Queſtion: Theſe are not competent Witneſſes. And a Wife cannot be a Witneſs for or againſt her Huſband: But all others, though they be never ſo near Kindred, Tenants, Servants, Maſters, Counſellors or Attornies, are allowed for good Witneſſes; and theſe being required muſt come in to give Evidence.

Challenge of Jurors.

CHallenge is ſaid to be where there is evident Favour, as Kindred, *&c.* the Juror of Alliance, Servants, bears Malice, or hath ſome Action againſt the

the Challenger, Juror a Goſſip of the Plaintiff, Maſter to the Plaintiff, Eating at the Plaintiff's Coſt, or Taking Money for his Charges. If the Juror was choſen Arbitrator for one Party, but otherwiſe where he was choſen indifferent for them; if the Sheriff or Bailiff which makes the Panel is of the Plaintiff's Kindred: Thoſe who have been attaint of falſe Oath, or have been put in the Pillory, or againſt whom there was Judgment of Life or Member: Thoſe who pretend to have ſome Right in the Thing demanded: The Juror outlawed, if the Record be ſhewn: Juror attaint of Conſpiracy. The Sheriff being Plaintiff, it was allowed for a principal Challenge, that the Defendant was indebted to the Juror. If any one or more of the Jury be returned at the Denomination of the Party, Plaintiff or Defendant, the whole Array ſhall be quaſhed. If there be a Challenge for Coſinage, he that taketh the Challenge muſt ſhew how the Juror is Coſin. If one within the Age of one and twenty Years be returned, it is a good Cauſe of Challenge.

A Jury impanelled may not be challeng'd after they are ſworn; but if the principal Panel do once appear full, the Challenge may be taken to the Panel before any be ſworn, or otherwiſe it comes too late.

If a full Jury do not appear, as many as make Default may be amerced.

Of Diſtreſs.

A Diſtreſs is where one doth take and diſtrain the Beaſts, Cattle, and other Things, of another Man, in ſome Ground or Place, for Debt, or other Duty behind, or for ſome Wrong or Damage done.

None can break a Man's Houſe in the Night-time to execute any Proceſs, or to do any miniſterial Act; for the Law giveth no Colour to break a Man's Houſe by Night, unleſs in the Caſe of Treaſon, Felony, or the like.

None

None can be diſtrained that are out of the Juriſdiction of the Court.

No Diſtreſs can be made in the Night, but for Damage-feaſant.

The Bailiff may attach a Man by his Goods, citing him to appear and anſwer ſuch a Day, at ſuch a Man's Suit, in ſuch a Court, and for ſuch a Cauſe; or he may only give the Defendant Warning (in the Preſence of two others) to appear ſuch a Day, in ſuch a Court, at ſuch a Man's Suit, and it is ſufficient; and if an Attachment be made, it muſt be of ſuch Goods (of the Defendant's own proper Goods) as are Moveables, *viz.* mere Chattels Perſonal, which may be forfeited by Outlawry, and not Immoveables.

Horſes joined to a Car may not be ſever'd; neither may Sheep be diſtrained, if there be a ſufficient Diſtreſs beſides.

No Man ſhall drive a Diſtreſs out of the County where it was taken; nor out of the Hundred, except it be to a Pound covert within the ſame Shire, not above three Miles diſtant.

A Diſtreſs may not be impounded in ſeveral Places, upon Pain of Five Pounds, and treble Damages.

A Man cannot work Goods diſtrain'd, nor convert them to his own Uſe.

The Goods of any Man may be taken in any Place within the County, in another Man's Houſe or Ground, as well as his own.

If a Bailiff diſtrain or attach the Horſe of a Maſter, when the Plaint is againſt the Servant, Treſpaſs lies for the Maſter againſt the Bailiff; for the Bailiff ought to take Notice at his Peril whoſe Goods he diſtrains or attaches. 13 *H.* 4. *f.* 2. *Dr. & St.* 139.

After Diſtreſs or Attachment made, if the Bailiff does not return his Precept the next Court, Treſpaſs lies againſt the Bailiff for the Defendant, and an Action of the Caſe lies againſt him for the Plaintiff for not returning the Precept. 10 *E.* 4. *f.* 18. 13 *H.* 7. *f.* 3.

If

If one takes Beaſts in the Name of a Diſtreſs, he ought to put them into an open Pound, for that he who is diſtrained may give to them Suſtenance: But if he diſtrain dead Chattels, he may put them where he will; but if they ſpoil in his Default, he muſt anſwer for them. 19 *E.* 4. *f.* 2. *b.*

If Goods diſtrained be put into an open Pound, and they die, it is the Loſs of the Owner; but if they are put in another Place, it is otherwiſe. 39 *H.* 8. *Fitz. Diſtreſs*, 6. He that diſtrains Beaſts, may put them in a cloſe Houſe, if he will give them Meat; for the putting of them in an open Pound, is but to the Intent that the Owner may give them Meat.

Where a Man diſtraineth Cattle for Damage-feaſant, or for Rent or Service, and puts them into the common Pound, or into another Pound or Place, and he who hath Property in the Cattle, or other Perſon, taketh the Cattle out of the ſaid Pound, and driveth them where he pleaſeth, he who diſtrained them may have a Writ *de Parco Fracto. Fitz. Na. Br.* 293. *E.*

A Man may not diſtrain for any Rent or Thing due for any Land, but upon the ſame Land that is charged therewith; but in Caſe where I come to diſtrain, the other ſeeing my Purpoſe chaſeth the Beaſts, or beareth the Thing out, to the Intent that I ſhall not take it for a Diſtreſs upon the Ground, then I may well purſue; and if I take it preſently in the Highway, or in another's Ground, the Taking is lawful as well as upon the ſame Land charged, to whomſoever the Property of the Goods be.

If one diſtrain my Goods that are not diſtrainable by Law, I may have a general Action of Treſpaſs, or an Action of the Caſe againſt him at my Choice.

The Diſtreſs muſt be reaſonable, ſomewhat proportionable to the Thing or Cauſe for which it is taken; and yet if the Cauſe be ſo that a Man cannot take a Diſtreſs of leſs Value, and the Thing be after a ſort intire, as in the Diſtreſs of a Cart with its Carriage, or with the Horſe or Oxen annexed to them, for twenty Shillings, though there be much Inequality, yet may

it

it not be unreaſonable. *Marl.* 1. 4. 22 *E.* 4. 15. 20 *E.* 4. 3. 41 *E.* 3. 26. But ſuch Diſtreſſes as are either exceſſive for Magnitude, as if one take four Sheep for four Pence, or four Oxen for two Shillings, or the like; theſe are unlawful Diſtreſſes, for which the Bailiff or Diſtrainer ſhall be puniſhed: Yet if he take a Horſe or Ox for two Pence, where no other Diſtreſs is to be had, it is not exceſſive; but if there were a Sheep or other Goods ſomewhat proportionable to be taken, there it is exceſſive and puniſhable. *Co.* 2 *Part Inſt.* 107. 15 *H.* 3. *Marl.* 4. *Co.* 11. 44. 4. 4 *H.* 8. *Fitz. Na. Br.* 174. 45 *E.* 3. 26.

If one diſtrain my Kine great with Calf, and by immoderate Driving they loſe their Calves, I may have an Action on the Caſe. *F. N. B.* 86.

If the Diſtrainer give the Cattle Meat in the Pound, he cannot compel the Owner of the Cattle to pay for this, for the Diſtrainer is not compelled by Law to give them Suſtenance; and if they do agree after the Diſtreſs upon a Sum, yet this is no Excuſe, but it is for their Deliverance; but if they do agree at the Time of the Diſtreſs taken that he ſhould give them Meat, and that he ſhould have a certain Sum for the ſame, this is a good Bargain. 21 *E.* 4. *fo.* 53.

Stuff ſent to the Taylor, Weaver, Fuller, Sheerman, Miller, *&c.* ſhall not be diſtrained, for theſe Officers are neceſſary for the Commonwealth.

If a Man come into a common Inn, his Goods and Beaſts ſhall not be diſtrained there, becauſe then it would be prejudicial to the Commonwealth.

Alſo Goods and Chattels brought into a Fair or Market to be ſold, ſhall not be diſtrained. *Per Cur. Mich.* 7 *H.* 7. *fo.* 12. 10 *H.* 7. *fo.* 21.

Windows, Doors, Tables fix'd on a Poſt; a Furnace, Pales, Timber-Boards fixed on the Ground; Glaſs, Mill-ſtone, *&c.* cannot be diſtrained nor forfeited by Outlawry; but if theſe are not uſed in a Houſe, but Standers by, then they may be diſtrained. *Mic.* 21 *H.* 7. *fo.* 13. *Paſch.* 14 *H.* 8. *fo.* 25. *Trin.* 21. *H.* 7. *fo.* 27.

A Bailiff

A Bailiff came to a Houſe to diſtrain, the Doors being faſt ſhut and barred, and with his Hand thro' a Crevice or Hole did ſhove the Bar, and open the Door, and did take out two Cows in the Name of a Diſtreſs; and becauſe he did take a Diſtreſs in this Manner, it was adjudged the Diſtreſs to be wrongful. *Fitzherb. Abridg. Diſtreſs*, 21.

No Goods ſhall be diſtrain'd but the proper Goods of the Party, and not Pledges, nor yet borrow'd Goods. 35 *H.* 6. *f.* 25. And it is not of Chattels real, as a Leaſe for Years, nor of Apparel. 7 *A.* 6. 9.

A Diſtreſs made by the Bailiff's Servant is good, 25 *Aſſ.* 6. 7.

If a Man diſtrain Cattle, and they of their own Accord come home to the Owner, he who diſtrained them cannot take them again, by reaſon of the firſt Diſtreſs, except he doth freſhly follow them; *per Danby* Juſtice, becauſe of the Negligence of the Diſtrainer. 9 *E.* 4. *f.* 2.

If a Man come to diſtrain for Damage-feaſant, and ſee the Beaſts in his Ground, and the Owner chaſeth them out on Purpoſe before the Diſtreſs taken, the Owner of the Ground cannot diſtrain them; and if he doth, the Owner of the Cattle may reſcue them, for the Beaſts muſt be Damage-feaſant at the Time of the Diſtreſs. 16 *E.* 4. 10. *Avowry*, 182.

A Horſe cannot be diſtrained while the Owner thereof is riding upon him, or leading him; nor if he be tied at a Mill, and came thither with Griſt; nor a Horſe tied at a Man's Door, the Owner being gone into the Houſe on ſome Buſineſs. *Paſs* 39 *Eliz. Co. B. adjudged.*

If a Beaſt be unruly in the Pound, as if like to leap over the Pound, it ſeems the Diſtrainer cannot juſtify the Tying him to the Pound, nor the Fettering him. *Bro. Treſpaſs*, 250. 27 *Aſſ. pl.* 64.

None ſhall diſtrain wrongfully, upon the Penalties provided upon the Statute of *Marlb. Weſt.* 3. 16. 3 *E.* 1.

None

None ſhall procure any to diſtrain another, to make him appear at any inferior Court, on purpoſe to vex him, and put him to Charge and Trouble; on Pain to make Fine to the King, and to pay the Party grieved treble Damages. *Weſt.* 1. 36. 13 *E.* 1.

An Ax that is in a Man's Hand cutting of Wood, nor Goods that are impounded, and in the Cuſtody of the Law, cannot be diſtrain'd for Rent, being diſtrain'd already Damage feaſant.

If one diſtrain my Cattle or Goods without any Cauſe or Colour that is good and juſt; or if a Man having diſtrain'd my Goods, will not tell me requiring it, and offering to give Satisfaction for what Cauſe he diſtrain'd them; or if having Cauſe to diſtrain, he do diſtrain Beaſts not diſtrainable, as Beaſts of the Plough or Sheep; or if having diſtrain'd Beaſts diſtrainable, he afterwards abuſes them, as if being a Horſe or Ox he work it, or being unruly he fetter it, or lay it ſo as it be thereby hurt; or if he put the Diſtreſs in an unknown Place, that I cannot tell how to come to feed it; or if he take them out of the County; or if he diſtrain them in a Place not diſtrainable: In all theſe Caſes I may have an Action of Treſpaſs againſt him. *Co.* 8. 147. *Doct. & St.* 112. *F. N. B.* 45.

What Goods may be taken upon Execution.

EXecution is a Judicial Precept, iſſuing out after Judgment, properly called a *Fieri facias*, or *Levari facias*, and lieth where a Man hath recovered in any Action either by Default or Verdict; then he that hath recovered may have this Precept, commanding the Bailiff to levy the Monies (ſo recover'd) of the Goods and Chattels of the Defendant, and to bring it into the Court, that the Party Plaintiff may have it.

The Bailiff may (by Virtue of this Precept or Warrant after Judgment) diſtrain the Defendant's Goods, and detain the Diſtreſs in his Hands in Safeguard, till the Defendant hath ſatisfied the Plaintiff of the Condemna-

demnation. 22 *Aſſ.* 27. *F. N. B.* 165. and 4 *H.* 6. *fo.* 17. *Action.*

The Bailiff upon this Precept is to do his utmoſt Endeavour to levy the Money upon the Goods and Chattels of the Defendant, and for that Purpoſe to inquire and ſearch if he can find out any Goods and Chattels of his, whereof Execution may be made; and it will be Wiſdom in the Plaintiff to make a diligent Search to ſee if he can find out any Thing to be taken hold of; and if he can diſcover any, to direct the Bailiff to it, who *ex Officio* is to take it, and ſell it; and if he cannot ſell it, he is to return it ſo, and thereupon a Precept called a *Venditioni exponas* ſhall be ſent to the Bailiff, to force him to ſell it, and pay the Plaintiff.

Goods taken in Execution muſt be appraiſed, and Execution made of them. 27 *Aſſ.* 72.

Where erroneous Judgment is given, the Officer which doth the Execution is excuſed. 22 *Aſſ.* 64. But on the contrary, if Judgment be given that is void: For where Judgment and Execution is of a Thing whereof they have no Juriſdiction, there Treſpaſs lies againſt the Officer for executing it; but if Judgment be there but erroneous, and ſo void, falſe Judgment lies, and no Treſpaſs againſt the Officers. *Plowden's Com.* 394.

If after Judgment a Man doth ſell his Goods to defraud me of my Execution, and nevertheleſs taketh the Profits of them; if he be ſo found, I may have Execution of the Goods ſold by Fraud. 43 *E.* 3. *f.* 2. 22 *Aſſ.* 72. 50 *E.* 3.

If the Bailiff hath a *Fieri facias* againſt a Man, and before Execution he payeth the Money; in this Caſe he cannot do Execution after; if he do, an Action of Treſpaſs lieth againſt him. *B. R. Paſch.* 12 *Car.*

If the Sheriff open or break any Houſe to do Execution at the Suit of a common Perſon, the Execution is good; but the Party whoſe Houſe is broken,

may have an Action of Treſpaſs againſt him for the breaking of the Houſe. *Co.* 5. 93.

If the Sheriff levy Money upon an Execution, and giveth it to the Plaintiff, though he never make any Return to the Court, it is good enough. *Co.* 5. 90. 4. 67. 11. 40. 20 *H.* 6. 24. 4.

If a Man hath a Judgment in this Court againſt the Plaintiff or the Defendant, and the Execution is deferred in Favour of him, the Party grieved may have a Writ *de Executione Judicii* from above to haſten it. *F. N. B.* 120.

Goods pawn'd ſhall not be taken in Execution for the Debt of him who pawn'd them, during the Time they are pawn'd. 24 *H.* 8. *Pledg.* 28. and 4 *E.* 6. *Diſtreſs*, 75.

By *Fieri facias* (or *Levari facias*) the Bailiff cannot break the Door or Cheſt to take Goods in Execution; for if he do, Treſpaſs lies againſt him for the Breaking only, and not for taking the Goods in Execution, 18 *E.* 4. *fo.* 4. and 13 *E.* 4. *fo.* 9. by *Coke*, notwithſtanding 8 *E.* 2. tit. *Executors* 152. to the contrary.

If a Man letteth to Farm by the Year, Oxen, or Cattle, and after the Leſſor is condemned in an Action of Debt, theſe Cattle and Oxen demiſed, during the Term, cannot nor ſhall not be taken in Execution for this Debt. 22 *E.* 4. *fo.* 10.

A Bailiff cannot pull the Latch to open the Door, if it be ſhut, to make a Diſtreſs. *Co.* 5. 91. 93. *Dyer* 97, 244. But if the Out-Door of the Houſe be open, the Sheriff may go into the Houſe and take any Thing there liable to Execution; and being come in at the open Door, it ſeems he may break open any one of the inner Doors. 18 *E.* 4. *Co.* 5. 90. *Co.* 4. 74.

Of

Of the Proceſs of this Court.

THE firſt Proceſs is a Precept iſſuing out for a Debt or Damage under forty Shillings.

If the Defendant do not appear the next Court after the Summons executed, then farther Proceſs, *viz.* an Attachment againſt Goods, or a *Diſtringas*, iſſueth out to cauſe the Defendant to appear; and if he appear not upon the firſt Attachment, you may have an *Alias*, *Pluries*, and ſo *ad infinitum*, until he appear.

It has been accuſtomed in many Places in an Action of Debt to file a Declaration, according to the Cauſe of Action, and to ſue out a *Venditioni exponas* after the third Attachment, to ſell ſuch Goods as have been taken upon that and the two former Attachments; for this Reaſon, That when the Defendant abſconds, or will not appear to the Action, the Plaintiff may receive the Value of the Goods diſtrained towards Satisfaction of his Debt and Coſts, elſe they would remain in the Bailiff's Hands, and the Plaintiff be without Remedy in this Court.

PRECEDENTS.

To A. B. *one of the Attornies of the Court of, &c. or to any other Attorney of the ſame Court.*

Warrant of Attorney to appear.

I *C. D.* do hereby deſire and authoriſe you, to appear for me, in your ſaid Court, on *Monday*, *&c.* in an Action of Debt for, *&c.* at the Suit of *E. F.* and this ſhall be your ſufficient Warrant in that Behalf. In Witneſs, *&c.*

Bond for the Defendant's Appearance.

THE Condition, *&c.* That if the above bound *A. B.* do appear at the next Court to be holden at, *&c.* on *Monday*, *&c.* to anſwer *C. D.* in a Plea of Debt, and do alſo ſtand to ſuch Order as the Court in that Behalf ſhall ſet down and adjudge according to Law, that then this preſent Obligation to be void, *&c.*

Sale of Goods to the Plaintiff, levied upon a Fieri facias.

KNOW all Men by theſe Preſents, That I *A. B.* of, *&c.* Bailiff of the Liberty of, *&c.* in the County of, *&c.* by Virtue of a Precept of *Fieri facias* from the Steward of the Court within the ſaid Liberty to me directed, have levied of the Goods and Chattels of, *&c.* the Sum of, *&c.* a Debt due to, *&c.* levied by Virtue of this Precept to his Uſe. In full Satisfaction of which ſaid Sum of, *&c.* I do, by Virtue of the Precept or Warrant to me directed as aforeſaid, aſſign, ſell and ſet over to the ſaid, *&c.* all the Goods and Chattels in the Appraiſement hereto annexed nominated, at the Rate of, *&c.* to have, *&c.* the ſaid Goods and Chattels to him, his Executors and Adminiſtrators, as his or their own proper Goods and

and Chattels, as fully and abſolutely as I the ſaid *A. B.* might, could, or ought to do by Force and Virtue of the ſaid Precept and Appraiſement, or otherwiſe howſoever. In Witneſs, *&c.*

Original Proceſſes, and other Precepts.

Manor of L. *to wit,* A. B. Steward, To the Bailiff of the ſaid Manor Greeting: I command you, to ſummons *C. D.* ſo that he be at the next Court to be held at *C.* on *Wedneſday* the twelfth Day of *May* next, to anſwer *E. F.* of a Plea of Debt (or of a Plea of Treſpaſs on the Caſe) and this, *&c.* Given under the Seal of my Office the thirtieth Day of *April* in the ——— Year of the Reign of our Sovereign Lord *George* the Third, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* Summons.

B. A. B. Steward.

Manor of L. *to wit*, *A. B.* Steward, To the Bailiff of the ſaid Manor Greeting: I command you to Attach (or Diſtrain) *C. D.* by his Goods and Chattels, ſo that he be at the next Court there to be held on the ——— Day, *&c.* to anſwer *E. F.* of a Plea of Debt; and this, *&c.* Given under my Seal the ——— Day, *&c.* Attachment.

Manor of L. *to wit*, *A. B.* Steward, To the Bailiff of the ſaid Manor Greeting: Becauſe *C. D.* complains againſt *E. F.* in a Plea of Debt of 30 *s.* (or in a Plea of Treſpaſs or Detinue) and has found Pledges to proſecute, *&c.* I therefore command you to attach the ſaid *E. F.* by all his Goods or Chattels to anſwer to the ſaid *C. D.* in the Plea aforeſaid, at the next Court there to be held; and have there this Precept, and in what Manner, *&c.* Dated the ——— Day, *&c.* Another Attachment.

Second or third Attachment or Diſtringas.

Manor of F. *to wit*, *A. B.* Steward, To *&c.* Greeting: I command you to bring to the next Court there to be held on the ——— Day, *&c.* next enſuing, all the Goods and Chattels of *C. D.* which you have diſtrained by virtue of a former Precept directed to you, at the Suit of *E. F.* in a Plea of Debt, and that you further Diſtrain (or Attach) the ſaid *C. D.* by his Goods and Chattels, ſo that he be at the next Court to be held at, *&c.* on the ——— Day, *&c.* to anſwer the ſaid *E. F.* in the ſaid Plea of Debt; and have there this Precept. Dated, *&c.*

A Venditioni exponas.

Manor of T. *to wit*, *A. B.* Steward, To the Bailiff of the ſame, Greeting; I command you that you expoſe to Sale a Steer appraiſed at 20 *s.* of the Goods and Chattels of *C. D.* for that the ſaid Steer was attached at the Suit of *E. F.* in a Plea of Debt upon Demand for thirty-nine Shillings; and at the Court held on the ——— Day, *&c.* the ſaid *C. D.* although according to the Cuſtom of this Court he was ſolemnly demanded, did not appear; by which, according to the Cuſtom of this Court uſed from the Time to the contrary whereof the Memory of Man is not, the ſaid Steer is forfeited, and that you have the Money at the next Court there to be held on the ——— Day, *&c.* next enſuing, to ſatisfy the ſaid *E. F.* of the Debt aforeſaid, and in what Manner, *&c.*

A Superſedeas upon an Attachment or Diſtringas.

Manor of L. *to wit*, *A. B.* Steward, To, *&c.* Greeting: Whereas I lately commanded you to attach *C. D.* by all his Goods and Chattels, ſo that he ſhould be at this Court to be held on the ——— Day, *&c.* to anſwer *E. F.* in a Plea of Debt; but becauſe the ſaid *C. D.* has appeared by *John S.* his Attorney, to anſwer the ſaid *E. F.* in his Plea aforeſaid, therefore I command you intirely to ceaſe from the Execution of the ſaid Precept; and if you have taken or diſtrained any Goods or Chattels of the ſaid *C. D.* by Virtue of the ſaid Precept, that then without Delay you redeliver them to the ſaid *C. D.* Dated, *&c.*

Manor

Manor of T. *to wit*, *A. B.* Steward, To *C. D.*, *E. F.* and *G. H.* Greeting; I command you and each of you, that laying all other Matters aside, and notwithstanding any Excuse, you be in your proper Persons at the next Court there to be held on the ——— Day, &c. to testify and speak the Truth in a certain Matter of Controversy depending in the same Court between *L. M.* Plaintiff, and *N. O.* Defendant, in a Plea of Trespass upon the Case; and herein you are not to fail at your Peril. Dated, &c. A Subpœna ad Testificand'.

The Manor of L. *to wit*, *A. B.* Steward, To the Bailiff of the same, Greeting: Because *C. D.* has recovered against *E. F.* thirty Shillings in a Plea of Debt, and one Shilling for his Costs and Charges, whereof the said *E.* is convicted in the said Court, by the Judgment of the same Court; therefore levy according to Custom the said thirty Shillings adjudged in the said Court, and the said one Shilling for Costs, and have the Money at the next Court, to render to the said *G. D.* for his said Debt and Costs; and have there this Precept, and in what Manner, &c. Dated, &c. A Levari facias.

——— *To wit*, *A. B.* Steward, &c. To, &c. Greeting: I command you that of the Goods and Chattels of *C. D.* you cause to be made as well a certain Debt of thirty Shillings, which *E. F.* has recovered in the said Court against him, as thirteen Shillings and ten Pence, which were adjudged to the said *E. F.* in the same Court for his Costs and Charges by him about his Suit in that Behalf expended; and have that Money at the next Court there to be held on the ——— Day, &c. to render to the said *E. F.* for the Debt and Damages aforesaid, whereof the said *C. D.* is convicted; and this, &c. Dated, &c. A Fieri facias in Debt,

——— *To wit*, *A. B.* Steward, &c. Greeting: I command you that of the Goods and Chattels of *C. D.* you cause to be made thirty and two Shillings and two Pence, which were adjudged in the said Court to *E. F.* for his Damage, according to the Fieri facias upon Verdict for the Defendant.

Form of the Statute, which he ſuſtained by Occaſion that the ſaid *C. D.* unjuſtly proſecuted a certain Plaint in a Plea of Treſpaſs upon the Caſe againſt the ſaid *E.* as is lately found by a certain Jury of the Country; and have that Money at the next Court there to be held on the ——— Day, *&c.* to render to the ſaid *E.* for his Damages aforeſaid, whereof the ſaid *C.* is convicted; and this, *&c.*

A Fieri facias upon a Non-ſuit.

That of the Goods and Chattels of *C. D.* you cauſe to be made fourteen Shillings and four Pence, which were adjudged to *E. F.* in the ſaid Court, before the Suitors of the ſame Court, according to the Form of the Statute in that Caſe lately made and provided for his Damages, for that the ſaid *C.* did not proſecute his Plaint lately levied in the ſaid Court againſt the ſaid *E.* in a Plea of Treſpaſs on the Caſe; and have that Money at the next Court before the Suitors of the ſaid Court to be held there on the ——— Day, *&c.* to ſatisfy the ſaid *E.* for his Coſts and Charges aforeſaid, whereof the ſaid *C.* is convicted; and this, *&c.*

A Fieri facias in Treſpaſs.

That of the Goods, *&c.* which in the ſaid Court before the Suitors of the ſame Court were adjudged to *E. F.* for his Damages which he had by Occaſion of a certain Treſpaſs done to the ſaid *E.* by the ſaid *C.* at, *&c.* and have that Money, *&c.* to ſatisfy the ſaid *E.* for the Damages, whereof, *&c.*

A Fieri facias in Treſpaſs on the Caſe.

[*As before to*] Were adjudged to *E. F.* for his Damages, which he had by Occaſion of a certain Treſpaſs on the Caſe done to the ſaid Plaintiff by the ſaid Defendant at, *&c.* and have that Money, *&c.*

On Promiſe.

Were adjudged for his Damages which he had by Occaſion of a certain Promiſes and Undertakings made to the ſaid Plaintiff by the ſaid Defendant, at, *&c.* and have that Money, *&c.*

——— To

——— *To wit*, *A. B.* Steward, *&c.* Greeting: I command you that of the Goods and Chattels of *C. D.* you cauſe to be made 20*s.* which (according to the Statute in that Caſe made and provided) were adjudged to *E. F.* in the ſaid Court for his Damages, which he ſuſtained in his Defence made in a certain Plea of Debt, which the ſaid *C. D.* lately brought againſt the ſaid *E. F.* becauſe the ſaid *C.* did not proſecute his Suit, but is convicted thereof, ſo that you have that Money at the next Court to be held, *&c.* on the ——— Day, *&c.* next, to ſatisfy the ſaid *E. F.* for his Coſts and Damages aforeſaid; and this, *&c.* Dated, *&c.* A Fieri facias for Coſts.

C. D. *complains of* E. F. *Defendant, in a Plea of Debt, to the Damage of* 20 s.

BY Virtue of this Precept to us directed, we have cauſed the Plea depending before us in our Court between the Parties within named, and in the ſame State and Condition as it now depends, to be recorded and taken, and we have given Notice to the ſaid Parties to be at the County Court within written at the Day and Place within mentioned, to proſecute the ſaid Plea according to Juſtice and Equity, as the Precept demands and requires. In Teſtimony whereof we have put our Hands and Seals, *&c.* Return of Pleas.

A. B. Steward.
J. L. Bailiff.

Court

Court Baron, &c. held, &c.

C. D. *complains againſt* E. F. *in a Plea of Treſpaſs on the Caſe, to the Damage of* 30 s.

Return of a Plaint.

BY Virtue of this Precept to me directed at the ſaid Court, held on the ——— Day, &c. aforeſaid, in full Court there, I have cauſed the Plaint whereof Mention is within made to be recorded, which Plaint appears above written; and I have returned the ſaid Record, ſealed with my Seal and the Seals of four lawful Men, who were preſent at the ſaid Court; and I have appointed to the Parties within written the Day in the Writ ſpecified, that they be then ready to proceed in the ſaid Plaint, according to Juſtice, as I am within commanded.

A. B. Steward.
C. D. *E. F.* } Suitors.
G. H. *J. K.* }

RECORDS.

AT this Court *W. B.* by *P. P.* his Attorney, complains againſt *A. B.* in a Plea of Treſpaſs on the Caſe, for that, to wit, That whereas the ſaid *W. B.* has from the Time of his Birth hitherto behaved and carried himſelf as a good, true and faithful Subject of our Sovereign Lord the preſent King, and of his Predeceſſors, Kings of *Great Britain*, and is eſteemed and reputed to be of good Name, Fame, Credit and Reputation with all good Men, as well his Neighbours as other faithful Subjects of our Lord the preſent King, and during the whole Time aforeſaid has behaved and carried himſelf free, guiltleſs and unſuſpected of any Falſity, Theft, Perjury, Felony, Fraud, or any noxious Crime; yet the ſaid *A. B.* not ignorant of the Premiſſes, of his mere moſt wicked Malice aforethought, intending to hurt, take away, and intirely deſtroy the good Name and Credit of the ſaid *W. B.* and alſo to bring him into Trouble, Vexation and Infamy, on the ——— Day, *&c.* at *&c.* within the Liberty and Juriſdiction of this Court, in the Preſence and Hearing of many faithful Subjects of our Lord the preſent King, ſpoke, pronounced and publiſhed the following falſe and ſcandalous Words of the ſaid *W.* to wit, *W. B.* (meaning the ſaid *W. B.*) *hath ſtolen my Horſe out of my Cloſe, which I will prove*; by Means of the ſpeaking and publiſhing of which falſe and ſcandalous Words, the ſaid *W. B.* is not only hurt in his good Name and Reputation, but is alſo greatly hindered in carrying on his Buſineſs in Buying, Selling, and lawfully Bargaining; and many Perſons and Subjects of

Declaration in Slander, Iſſue and Judgment.

of our ſaid Lord the preſent King, on that Occaſion withdraw themſelves from the Acquaintance of the ſaid *W. B.* and have refuſed, and ſtill do intirely refuſe, to have any Converſation or Dealings with him. Whereupon, &c. to the Damage, &c. And thereof he brings Suit, &c. And the ſaid *A. B.* by *S. D.* his Attorney comes, &c. and ſays, that the ſaid *W. B.* ought not to have his ſaid Action againſt him, becauſe he ſays that he is not guilty of ſpeaking or publiſhing the Words in the Declaration above ſpecified, or any Part of them, in Manner and Form as the ſaid *W.* above complains againſt him; And this, &c. And the Jurors between the ſaid Parties, who to ſpeak the Truth in the Premiſſes were choſen, tried and ſworn, ſay upon their Oath, That the ſaid *A. B.* is guilty of ſpeaking and publiſhing the ſaid Words in the ſaid Declaration ſpecified, and aſſeſs the Damages of the ſaid *W. B.* by Occaſion of ſpeaking the ſaid Words, over and above the Coſts and Charges by him about his Suit in this Behalf expended to, &c. and for the ſaid Coſts and Charges to, &c. It is therefore conſidered by the ſaid Court, that the ſaid *W.* recover againſt the ſaid *A. B.* his ſaid Damages by the Jury in Form aforeſaid aſſeſſed, and alſo, &c. for his Coſts and Charges; which ſaid Damages in the whole Amount to, &c.

In Teſtimony whereof the Seal of the Steward of the ſaid Court is put. Dated at, &c. *the* ——— *Day,* &c.

Errors aſſigned.

And thereupon the ſaid *W. B.* prays that the ſaid *A. B.* may ſhew to this Court, and aſſign Defaults wherein falſe Judgment is made in the ſaid Plaint, if any he has to ſhew: Whereupon the ſaid *A. B.* ſays that the ſaid Record is vitious and very defective, to wit, in that becauſe it does not appear by the Record, before whom the firſt Court was held, and in this, that the ſaid *W.* in his Declaration complained that

that he had Damages, and was injured to the Value, &c. whereas by the Laws of this Realm the ſaid Court cannot hold Pleas of, &c.

Therefore, according to the Cuſtom of the Court of the County aforeſaid, it is commanded to the ſaid *J. S.* Bailiff of, &c. aforeſaid that according to the Cuſtom of the ſaid Court he diſtrain *A. B.* and *C. D.* by all their Goods and Chattels in his Bailiwick, ſo that neither, &c. until, &c. ſo that they be before me at the next Court to be held on the —— Day, &c. to anſwer to *E. F.* in the ſaid Plaint. The ſame Day is given to the ſaid *E. F.* &c. At which ſaid next Court held here, to wit, at, &c. on the ſame —— Day, &c. in the Year aforeſaid then held, came as well the ſaid *E. F.* by *P. P.* his Attorney, as the ſaid *A. B.* and *C. D.* by *J. S.* their Attorney, and the ſaid *A. B.* and *C. D.* offered themſelves againſt the ſaid *E. F.* in the ſaid Plaint, and the ſaid *E. F.* thereupon complained and declared againſt the ſaid *A. B.* and *C. D.* in a Plea, wherefore the ſaid *A. B.* and *C. D.* on the —— Day, &c. at, &c. within the Juriſdiction of this Court, in a certain Place called, &c. took and unjuſtly detained the Cattle, to wit, ſix Calves, of the ſaid *E. F.* againſt the Gages and Pledges, until, &c.

Diſtreſs awarded.

And the ſaid Jury thereupon impanelled and demanded came, and to inquire in Form aforeſaid being ſworn and charged, ſay upon their Oath, That the ſaid *E. F.* by reaſon of the taking and unjuſtly detaining the ſaid Cattle, ſuſtained Damages over and above his Coſts and Charges by him about his Suit in this Behalf expended to 20*s.* and for thoſe Coſts and Charges, to 12*d.* It is therefore conſidered by the Court here, that the ſaid *E. F.* recover againſt the ſaid *A. B.* and *C. D.* his ſaid Damages by the Jury in Form aforeſaid aſſeſſed, and alſo ſixteen Shillings adjudged by the Court here to the ſaid *E. F.* by his Aſſent, for his Coſts and Charges of Increaſe, which Damages in the Whole amount to 36*s.* And the ſaid *A. B.* and *C. D.* in Mercy, &c.

The Damages moderated after a ſecond Hearing.

Where-

Precept to the Bailiff to levy the Damages recovered.

Whereupon the ſaid *J. S.* the Bailiff is commanded, that of the Goods and Chattels of the ſaid *A. B.* and *C. D.* he levy the ſaid Damages aforeſaid, and that he have the Money before the ſaid Steward at the next Court to be held on the ——— Day, *&c.* in the Year aforeſaid, to render to the ſaid *E. F.* for his ſaid Damages: Whereupon the ſaid *E. F.* prays that the ſaid *A. B.* and *C. D.* may aſſign and declare to the Court how and wherein a falſe Judgment is made to him, if any Thing appears to be proved, *&c.*

Errors aſſign'd and Reſtitution prayed.

And upon this the ſaid *A. B.* and *C. D.* ſay that the ſaid Record is vitious and defective in this, to wit, that by the ſaid Record it appears that the ſaid Cattle were taken on the —— Day, *&c.* in the Year aforeſaid, and that the ſaid Plaint was thereupon levied on the ——— Day, *&c.* ſo that the ſaid Plaint was levied before the Taking the ſaid Cattle, and alſo in this, that, *&c.* and ſo the ſaid *A. B.* and *C. D.* pray that the ſaid Judgment, for theſe Errors and others in the ſaid Record and Proceedings, may be reverſed, annulled, and altogether held for nought, and that they may be reſtored to every Thing they have loſt by Reaſon of the ſaid Judgment, *&c.*

DECLA-

DECLARATIONS.

A. B. complains againſt *C. D.* in a Plea of Debt for thirty Shillings, for that, to wit, *&c.* And thereupon the ſaid *A. B.* by *E. F.* his Attorney, ſays, that whereas the ſaid *C. D.* on the ——— Day, *&c.* at, *&c.* within the Juriſdiction of this Court, borrowed of the ſaid *A. B.* thirty Shillings, to be paid to the ſaid *A. B.* when he ſhould be thereunto required, yet the ſaid *A. B.* altho' often required, has not yet paid the ſaid thirty Shillings to the ſaid *A. B.* but hath hitherto refuſed, and ſtill doth refuſe, to pay him the ſame: Whereupon he ſays he is injured, and hath Damage to the Value of, *&c.* And thereupon he brings Suit, *&c.* Declaration in Debt for Money borrow'd.

A. B. by *C. D.* his Attorney complains againſt *E. F.* of a Plea that he render to him thirty-five Shillings, which he owes him, and unjuſtly detains, *&c.* for that, to wit, That whereas on the ——— Day, *&c.* at, *&c.* within the Juriſdiction of this Court, the ſaid *A. B.* and *E. F.* accounted together of and for divers Sums of Money, then and before that Time due and unpaid by the ſaid *E. F.* to the ſaid *A. B.* and upon the ſaid Account the ſaid *E. F.* then and there was found, and acknowledged himſelf to be in Arrear, and indebted to the ſaid *A. B.* in the Sum of thirty-five Shillings, to be paid to the ſaid *A. B.* when he ſhould be thereunto required; yet, *&c.* Debt on an Infimul Computaſſet.

A. B. by *S. D.* his Attorney complains againſt *C. D.* of a Plea, *&c.* for that whereas the ſaid *C. D.* on the ——— Day, *&c.* at, *&c.* within, *&c.* retained the ſaid *A. B.* to put on the Feet of the Horſes of the ſaid *C. D.* forty new Iron Shoes, and to remove forty Shoes, and to mend one Plough-Share, and to make one Fire-Shovel, and to receive of the ſaid *C. D.* for Debt on Retainer for Shoeing Horſes, *&c.*

putting on the ſaid forty new Iron Shoes, and for the ſaid forty Removes 20*s.* [*and ſo for the other Parcels.*] to be paid to the ſaid *A. B.* when he ſhould be thereunto required; by Virtue of which ſaid Retainer the ſaid *A. B.* put on the ſaid forty Iron Shoes, and removed the ſaid forty Shoes on the Horſes of the ſaid *C. D. &c.* whereby an Action accrued, *&c.*

Debt for Goods ſold.

G. B. by, *&c.* complains againſt *R. C.* in a Plea of Debt for 30*s.* for that, to wit, that whereas the ſaid *R. C.* on the ——— Day, *&c.* at, *&c.* within the Juriſdiction of this Court, bought of the ſaid *G. B.* one Parcel of, *&c.* for 16*s.* and one, *&c.* for 14*s.* to be paid to the ſaid *G. B.* when he the ſaid *R. C.* ſhould be thereunto required, which Sums in the whole amount to the ſaid 30*s.* yet the ſaid *R. C.* although often required, has not yet paid the ſaid 30*s.* to the ſaid *G. B.* but has hitherto refuſed, and ſtill does refuſe, to pay him the ſame; whereupon he ſays that he is injured, and has Damage to the Value of 35*s.* And thereof brings Suit, *&c.*

Nil Debet per Legem.

And the ſaid *R. C.* by *J. A.* his Attorney comes and defends the Force and Injury when, *&c.* and ſays that he does not owe the ſaid *G. B.* the ſaid 30*s.* nor any Part thereof, in Manner and Form as the ſaid *G. B.* above complains againſt him: Therefore it is granted, that the ſaid *R. C.* wage thereof his Law, himſelf being the twelfth Hand, and let him come here with his Law at the next Court, in his proper Perſon; and it is told to the ſaid Attorney, that he then have here the ſaid *R. C.* his Client, in his proper Perſon, to perfect his ſaid Law, *&c.*

Debt for Rent.

R. M. by, *&c.* complains againſt *H. D.* of a Plea, that he render to him 30*s.* which he owes him, and unjuſtly detains, *&c.* for that the ſaid *R. M.* on the ——— Day, *&c.* at, *&c.* demiſed, granted and to farm let to the ſaid *H. D.* one Cotage and four Acres of Arable Land, with the Appurtenances, lying and being at, *&c.* aforeſaid, and within the Juriſdiction of this Court; To have and to hold the ſaid Cotage and Arable Land, with the Appurtenances,

hances, to the said *H. D.* and his Assigns, from the Annunciation of the Blessed Virgin *Mary*, then last past, for and during the Term of three Years from thence next ensuing, and fully to be complete and ended; yielding therefore to the said *R. M.* for the said Premisses, the yearly Rent following, to wit, for the first Year of the said Term of three Years the Sum of three Pounds of lawful Money of *Great Britain*, and the yearly Rent or Sum of three Pounds and ten Shillings, *&c.* for the remaining two Years of the said Term, at the Feast of St. *Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions; by Virtue of which Demise the said *H. D.* entred into the said Cotage and other the Premisses, and was and still is possessed thereof: And because 35 *s.* for Half a Year ended at the Feast of St. *Michael* the Archangel in the Year, *&c.* are in Arrear, and unpaid to the said *R. M.* therefore an Action has accrued to the said *R. M.* to have and demand of the said *H. D.* the said 35 *s.* yet the said *H. D.* although often required, hath refused, and still doth refuse, to pay the said 35 *s.* to the said *R. M.* to the Damage of the said *R. M.* of 38 *s.* and thereof he brings Suit, *&c.*

For Servant's Wages.

A. W. by, *&c.* complains against *J. S.* of a Plea that he render to him 20 *s.* *&c.* which he owes him, and unjustly detains; for that, that whereas the said *J. S.* on the ——— Day, *&c.* at, *&c.* within, *&c.* had retained the said *A. W.* to serve him the said *J. S.* as a Servant from thenceforth until the Feast of, *&c.* to do and perform the lawful Occasions and Commands of the said *J. S.* for the Term aforesaid, paying therefore to the said *A. W.* 12 *d.* which the said *J. S.* then and there paid to the said *A. W.* and also 20 *s.* over and above, *&c.* for his Wages, during the Term aforesaid, at the said Feast, *&c.* in the Year, *&c.* aforesaid; and the said *A. W.* avers, that according to the said Retainer he served the said *J. S.* as a Servant, and did and performed the lawful Commands and Occasions of the said *J. S.* for the Time aforesaid,

at, &c. and that 20 *s.* for his Wages for the Service for the Time aforeſaid, due at the Feaſt, &c. in the Year, &c. above-mentioned, is ſtill in Arrear and unpaid by the ſaid *J. S.* to the ſaid *A. W.* whereby an Action has accrued to the ſaid *A. W.* to have and demand of the ſaid *J. S.* the ſaid 20 *s.* Yet the ſaid *J. S.* although often required, &c.

Bar infra Ætatem.

And the ſaid *J. H.* by *R. B.* his Attorney comes and defends the Force and Injury when, &c. and ſays, that the ſaid *T. N.* and *E.* ought not to have their ſaid Action againſt him, becauſe he ſays that he at the Time of making the ſaid Writing was under the Age of one and twenty Years; and this he is ready to verify: Wherefore he prays Judgment, if the ſaid *T. N.* and *E.* ought to have their ſaid Action againſt him, &c.

Replication.

And the ſaid *T. N.* and *E.* ſay, that they by any Thing before alledged ought not to be barred from having their ſaid Action, becauſe they ſay that the ſaid *J. H.* at the Time of making the ſaid Writing was of the full Age of one and twenty Years, and not under that Age, as the ſaid *J. H.* has above alledged; and this they pray may be inquired of by the Country; and the ſaid *J. H.* does ſo likewiſe: It is therefore commanded, &c.

Iſſue.

Upon Promiſe to pay for a Thing as much as it was worth.

J. J. &c. complains of *R. R.* of a Plea of Treſpaſs on the Caſe, &c. for that whereas on the —— Day, &c. at, &c. within, &c. in Conſideration that the aforeſaid *J. J.* at the Requeſt of the ſaid *R. R.* had bargained and ſold to the ſaid *R. R.* eleven Cart-loads of Coals, he the ſaid *R. R.* undertook, and then and there faithfully promiſed the ſaid *J. J.* that he the ſaid *R. R.* would, when he ſhould be thereunto required, well and truly pay to the ſaid *J. J.* ſo much Money as the ſaid eleven Cart-loads of Coals were worth: And the ſaid *J. J.* avers, that the ſaid eleven Cart-loads of Coals were worth 33 *s.* &c. Yet the ſaid *R. R.* not regarding his ſaid Promiſe and Undertaking, but contriving and fraudulently intending craftily and ſubtilly to deceive and defraud the ſaid *J. J.* in this

Behalf, although often required, has not paid the ſaid 33*s.* to the ſaid *J. J.* but hath hitherto refuſed, and ſtill doth refuſe, to pay him the ſame: Whereupon the ſaid *J. J.* ſays he is injured, and hath Damage to the Value of 35*s.* and thereof he brings Suit, *&c.*

J. B. by *T. W.* his Attorney complains of *C. F.* of a Plea of Treſpaſs upon the Caſe, *&c.* for that, to wit, That whereas *C. F.* on the —— Day, *&c.* at, *&c.* in the County aforeſaid, and within the Juriſdiction of this Court, in Conſideration that the ſaid *J. B.* at the ſpecial Inſtance and Requeſt of the ſaid *C. F.* would aſſign to the ſaid *C. F.* the Remainder of a Term of two Years, which he had in a Cloſe of Meadow, with the Appurtenances, lying and being in, *&c.* aforeſaid in the County aforeſaid, and within the Juriſdiction aforeſaid, before the twenty-fifth Day of the ſaid Month of *March* —— undertook, and then and there promiſed the ſaid *J. B.* that he the ſaid *C. F.* would well and truly pay and content to the ſaid *J. B.* at the executing of the ſaid Aſſignment, thirty Shillings of lawful, *&c.* and the ſaid *J. B.* avers, that he the ſaid *J. B.* afterwards, and before the ſaid twenty-fifth Day of *March* aforeſaid, to wit, on the twentieth Day of the ſaid *March* in the Year, *&c.* at, *&c.* aforeſaid, and within, *&c.* at the Inſtance and Requeſt of the ſaid *C. F.* by his Writing under his Seal, aſſigned to the ſaid *C. F.* the Remainder of his ſaid Term in the aforeſaid Cloſe: Yet the ſaid *C. F.* not regarding, *&c.* Upon a Promiſe to pay a Sum of Money on aſſigning a Term.

A. B. by *J. S.* his Attorney complains of *E. F.* of a Plea of Treſpaſs on the Caſe, *&c.* for that, to wit, That whereas the ſaid *A. B.* on, *&c.* at, *&c.* in the County aforeſaid, and within the Juriſdiction of this Court, bought of the ſaid *E. F.* two Oxen for a certain Sum of Money, then and there agreed to be paid by the ſaid *A. B.* to the ſaid *E. F.* the ſaid *E. F.* in Conſideration thereof, then and there undertook and warranted to the ſaid *A. B.* that the ſaid two Oxen were uſed and accuſtomed to Drawing, and were quiet and orderly in Drawing, when in Truth the ſaid two For Oxen warranted to draw well when they could not.

Oxen had not been uſed or accuſtomed to draw, and then were and now are wild, unruly and diſorderly in Drawing; and ſo the ſaid *E. F.* then and there deceived and defrauded the ſaid *A.* in the Sale of the ſaid two Oxen; whereby divers urgent Affairs of the ſaid *A.* in Agriculture by the Space of four Months remained undone, to the Damage, *&c.*

For Diet, and Time given for Payment of the Debt.

N. D. by, *&c.* complains of *J. B.* of a Plea of Treſpaſs upon the Caſe, for that whereas on the —— Day, *&c.* at, *&c.* within, *&c.* the ſaid *J. B.* was indebted to the ſaid *N. D.* in eighteen Shillings, *&c.* for Meat and Drink, with which the ſaid *N. D.* ſupplied him, *&c.* and being ſo indebted, in Conſideration that the ſaid *N. D.* then and there, at, *&c.* within the Juriſdiction of this Court, at the ſpecial Inſtance and Requeſt of the ſaid *A. B.* would give Time for the Payment of the ſaid 18 *s.* unto the next Day following, he the ſaid *J. B.* undertook, and to the ſaid *N. D.* then and there faithfully promiſed, that, *&c.* on the next Day would well and truly pay and content: And altho' the ſaid *N. D.* did then and there give Time for Payment of the ſaid 18 *s.* unto the ſaid next Day following, yet the ſaid *J. B.* not regarding his ſaid Promiſe and Undertaking, but contriving, and fraudulently intending, *&c.*

For a Labourer's Hire.

M. K. complains of *G. N.* &c. that whereas on the —— Day, *&c.* at, *&c.* within the Juriſdiction, *&c.* in Conſideration that the ſaid *M. K.* then and there at the Requeſt of the ſaid *G. N.* would cut certain Furzes of the ſaid *G. N.* then growing and being in a certain Cloſe called the *O.* lying within the Precinct of the Town of, *&c.* and would make the ſame into Faggots or Bundles, he the ſaid *G. N.* undertook, and then and there faithfully promiſed the ſaid *M. K.* that he the ſaid *G. N.* would well and truly pay to the ſaid *M. K.* when he ſhould be thereunto required, ſo much as the ſaid *M. K.* ſhould deſerve to have for his Work and Labour for cutting and making the ſaid Furzes into Faggots or Bundles in the Cloſe aforeſaid, for ſo long Time as the ſaid *M. K.* ſhould work and labour

for

for the ſaid *G. N.* And the ſaid *M. K.* in Fact ſays, that he accordingly cut and made the ſaid Furzes into Faggots or Bundles for the ſaid *G. N.* in the Cloſe aforeſaid, by the Space of one whole Day then next following; and that he well deſerved 12 *d.* for his Wages for his Work and Labour of that Day in cutting and making the ſaid Furzes into Faggots or Bundles as aforeſaid, whereof the ſaid *G. N.* afterwards on the ſame Day and Year there had Notice: Yet the ſaid *G. N.* not minding his ſaid Promiſe and Undertaking, but contriving and fraudulently intending craftily and ſubtilly to deceive the ſaid *M. K.* in the Premiſſes, although, *&c.*

Againſt an Executor for agiſting of Beaſts.

T. B. complains of *J. S.* Executor of the Teſtament of *J. F.* of a Plea of Treſpaſs on the Caſe, That whereas on the —— Day, *&c.* at, *&c.* within, *&c.* in Conſideration that the ſaid *T. B.* at the ſpecial Inſtance and Requeſt of the ſaid *J. F.* in his Life-time, would depaſture two Oxen of the ſaid *J. F.* in Lands of the ſaid *T. B.* in, *&c.* in the County aforeſaid, and within the Juriſdiction aforeſaid, from the —— Day, *&c.* to the End of one Month thence next enſuing, he the ſaid *J. F.* in his Life-time undertook, and then and there faithfully promiſed the ſaid *T. B.* that he the ſaid *J. F.* would well and truly pay to the ſaid *T. B.* when he ſhould be thereunto required, ſo much as the ſaid Paſture for the ſaid Cattle ſhould be reaſonable worth: And the ſaid *T. B.* in Fact ſays, that he from the ſaid —— Day, *&c.* to the End of one Month thence next enſuing, depaſtured the ſaid two Oxen of the ſaid *J. F.* in Lands of the ſaid *T. B.* in, *&c.* aforeſaid, and within the Juriſdiction aforeſaid, and that the ſaid Paſture was reaſonably worth 12 *s. &c.* Yet the ſaid *J. F.* in his Life-time, and the ſaid *J. S.* after the Death of the ſaid *J. F.* not regarding the ſaid Promiſe and Undertaking of the ſaid *J. F.* but contriving and fraudulently intending craftily and ſubtilly to deceive and defraud the ſaid *T. B.* in this Behalf, have not paid the ſaid 12 *s.* or any Part thereof,

of, to the ſaid *T. B.* nor any ways contented him for the ſame; but the ſaid *J. F.* in his Life-time, and the ſaid *J. S.* after the Death of the ſaid *J. F.* although often required, have refuſed, and the ſaid *J. S.* ſtill refuſes to pay him the ſame: Whereupon the ſaid *T. B.* ſays he is injured, and hath Damage to the Value of 30 *s.* and thereupon he brings Suit, *&c.*

For a Horſe ſold, and warranted to be ſound.

W. M. by *R. B.* his Attorney complains of *R. K.* of a Plea of Treſpaſs on the Caſe, for that whereas the ſaid *W. M.* on the —— Day, *&c.* at, *&c.* within, *&c.* had bought of the ſaid *R. K.* a black Gelding for, *&c.* of lawful Money, *&c.* he the ſaid *R. K.* then and there warranted the ſaid Gelding to be healthful and ſound, and not to be infected with any Diſeaſe or Infirmity: And the ſaid *W. M.* does aver, that the ſaid Gelding was then ſo infected with a certain contagious Diſeaſe, called, *&c.* and with divers other Diſeaſes and Infirmities, that the ſaid Gelding was of little Value, to the Damage of the ſaid *W. M.* of 38 *s.* and thereupon he brings Suit.

For a Horſe lent, promiſing to deliver him.

J. R. complains of *J. A.* of a Plea of Treſpaſs upon the Caſe, *&c.* wherefore whereas the ſaid *J. A.* on the —— Day, *&c.* at, *&c.* in Conſideration that the ſaid *J. R.* then and there, at the Inſtance and Requeſt of the ſaid *J. A.* lent and delivered to the ſaid *J. A.* a Bay-Horſe, of the Value of 5 *l.* to be redelivered to the ſaid *J. R.* upon Requeſt, the ſaid *J. A.* undertook, and then and there faithfully promiſed the ſaid *J. R.* that he the ſaid *J. A.* would, when he ſhould be thereunto required, well and faithfully reſtore and deliver the ſaid Horſe to the ſaid *J. R.* and alſo would, when he ſhould be thereunto required, well and truly pay to the ſaid *J. R.* 12 *d.* for every Day he ſhould uſe and ride the ſaid Horſe: And the ſaid *J. R.* in Fact ſays, that the ſaid *J. A.* uſed and rode the ſaid Horſe for thirty Days, to wit, at, *&c.* Yet the ſaid *J. A.* not regarding his ſaid Promiſe and Undertaking, but ſubtilly and craftily intending to deceive and defraud the ſaid *J. R.* in the Premiſſes, although the ſaid *J. A.* on the —— Day, *&c.* and at divers other Days

Days and Times afterwards, and before the Commencement of this Suit, was requeſted to deliver the ſaid Horſe to the ſaid *J. R.* has altogether refuſed, and ſtill does refuſe, to reſtore or deliver the ſaid Horſe to the ſaid *J. R.* and alſo has not paid him 30*s.* for the Labour and Hire of the ſaid Horſe for the ſaid thirty Days, but has alſo refuſed, and ſtill does refuſe, to pay him the ſame, to the great Damage of the ſaid *J. R.* &c.

Againſt a Carrier for Loſs of Goods delivered to him.

G. B. complains of *P. M.* of a Plea of Treſpaſs on the Caſe, for that whereas the ſaid *P. M.* on the —— Day, &c. and long before, and ever ſince to this Time, was and ſtill is a common Carrier from the City of, &c. in the County aforeſaid, to the Town of, &c. in the ſame County, and from the ſaid Town of, &c. and the ſaid *P. M.* on the ſame Day and Year, and long before, and ever ſince to this Time, has been accuſtomed by himſelf and his Servants, upon Horſes to carry Goods for any Perſon, at a reaſonable and legal Reward and Stipend to be paid in that Behalf, to and from the ſaid Town, &c. &c. &c. according to the uſual Agreements and Payments in that Behalf to be made and had: And whereas according to the Law and Cuſtom of this Kingdom, all Carriers who receive Goods from any Perſons to be carried for a reaſonable and legal Reward and Stipend thereupon to be given and paid, are obliged to keep and carry ſuch Goods ſo received without any Damage, Detention or Loſs, ſo that for or by the Default of ſuch common Carrier no Damage ſhall in any Manner happen to ſuch Goods by the Carriage thereof: And whereas the ſaid *P. M.* on the ——— Day, &c. at, &c. aforeſaid, and within the Juriſdiction aforeſaid, undertook to carry a Trunk ſtrongly lock'd, with divers Sums of Money, and Goods and Chattels of the ſaid *G. B.* to the Value, &c. then being in the ſaid Trunk, carefully and ſafely from the ſaid, &c. to the ſaid Town, &c. for the certain and uſual Reward and Stipend for the Carriage of the ſaid Trunk, Money, Goods and Chattels, to be paid by the ſaid *G.* to the ſaid *P. M.* and the ſaid

P. M. afterwards, to wit, on the —— Day, *&c.* at, *&c.* received of the ſaid *G.* the ſaid Trunk, with the Money, Goods and Chattels aforeſaid, lock'd as aforeſaid in the ſaid Trunk, to be carried in Form aforeſaid; and the ſaid *P. M.* afterwards, to wit, on the —— Day, *&c.* ſo negligently and careleſly kept and carried the ſaid Trunk, with the Money, Goods and Chattels aforeſaid, received of the ſaid *G. B.* that divers Sums of Money, Goods and Chattels of the ſaid *G. B.* lock'd as aforeſaid in the ſaid Trunk, to wit, fifteen Shillings in Money, one Pair of, *&c.* were then and there loſt by the Careleſſneſs of the ſaid *P. M.* and he the ſaid *G. B.* from that Time to the Day, *&c.* to wit, the —— Day, *&c.* has not received or had the ſaid Money, Goods or Chattels laſt mentioned, although the ſaid *P. M.* afterwards, to wit, on the —— Day, *&c.* was required to deliver the ſaid Goods and Chattels to the ſaid *G. B.* Wherefore the ſaid *G. B.* ſays that he has Damage, *&c.*

Slander for calling the Plaintiff Thief, &c.

E. R. complains of *G. S.* of a Plea, *&c.* for that whereas the ſaid *E. R.* is a good, true, faithful and honeſt Subject of our Lord the preſent King, and from the Time of his Birth hitherto has carried, behaved and governed himſelf as a good, true, faithful and honeſt Subject of our ſaid Lord the King, and his Predeceſſors, late Kings and Queens of *Great Britain*, and for all that Time has been held, known, eſteemed and reputed to be of good Name, Fame, Condition, Converſation, and Reputation, as well amongſt all good Perſons, Subjects of our ſaid Lord the King and his Predeceſſors, to whom the ſaid *E. R.* was known, and with whom he kept Company or held Acquaintance, and has hitherto lived and remained without any Blemiſh or Suſpicion of Theft, Felony, Robbery, or other noxious Crime: Yet the ſaid *G. S.* not ignorant of the Premiſſes, but contriving and maliciouſly intending not only to hurt, injure, and intirely deſtroy the good Name, Fame, Credit, and Reputation of the ſaid *E. R.* but alſo to bring the ſaid *E. R.* into Trouble, Vexation and Infamy, and a Forfeiture of his

his Goods and Chattels, on the —— Day, &c. at, &c. in the County aforeſaid, and within the Juriſdiction of this Court, openly and publickly, falſely and maliciouſly ſaid, ſpoke, pronounced and publiſhed to the ſaid *E. R.* in the Preſence and Hearing of many faithful Subjects of our ſaid preſent Lord the King, the following falſe, malicious and ſcandalous Words of the ſaid *E. R.* to wit, *Thou* (meaning the ſaid *E. R.*) *art a Thief, and I* (meaning the ſaid *G. S.*) *will prove thee a Thief, and a Horſe-ſtealing Thief, from thy Cradle.* By the ſpeaking and publiſhing of which ſaid falſe and ſcandalous Words, the ſaid *E. R.* is not only greatly hurt and injured in his good Name, Fame, Credit, and Reputation, but is fallen into great Infamy and public Reproach; ſo that divers Perſons, honeſt and faithful Subjects of our ſaid Lord the preſent King, who before that Time uſed to converſe and keep Company with the ſaid *E. R.* and greatly reſpected him, have withdrawn themſelves from the Converſation and Company of the ſaid *E. R.* and intirely refuſe to have any Dealings with him, to the Damage of the ſaid *E. R.* of 39 *s.* And thereof he brings Suit, &c.

J. B. by Virtue of a Writ, &c. complains of *J. C.* of a Plea of Treſpaſs on the Caſe, for that whereas the ſaid *J. B.* on the —— Day, &c. at, &c. within, &c. was poſſeſſed of a Grey Mare, of the Price of, &c. as of his own proper Mare, and being ſo poſſeſſed thereof, the ſaid *J. B.* on the ſaid ——— Day, &c. at, &c. within, &c. caſually loſt the ſaid Mare out of his Cuſtody and Poſſeſſion; which Mare afterwards, to wit, on the ——— Dav, &c. at, &c. within, &c. came to the Hands and Poſſeſſion of the ſaid *J. C.* Yet the ſaid *J. C.* knowing the ſaid Mare to be the Mare of the ſaid *J. B.* and to him of Right to belong, and contriving to deceive and defraud the ſaid *J. B.* of the ſaid Mare, although often required, &c. has not delivered the ſaid Mare to the ſaid *J. B.* but the ſaid *J. C.* afterwards, to wit, on the ——— Day, &c. at, &c. within, &c. converted and diſpoſed of

Trover and Converſion.

of the ſaid Mare to his own Uſe, to the great Damage of the ſaid *J. B.* Whereupon he ſays he is injured, and has Damage to the Value of, &c. and thereof he brings Suit, &c.

Detinue. *T. V.* by *E. B.* his Attorney complains of *R. M.* of a Plea that he render to him Goods and Chattels to the Value of 38*s.* &c. which he unjuſtly detains from him, &c. for that, that whereas the ſaid *T. V.* on the —— Day, &c. at, &c. within, &c. delivered to the ſaid *R. M.* one, &c. of the Price of 20*s.* one, &c. of the Price of 10*s.* and one, &c. to the Value of 8*s.* to be ſafely kept for the ſaid *T. V.* and to be delivered to the ſaid *T. V.* when the ſaid *R. M.* ſhould be thereunto required; yet the ſaid *R. M.* although often thereunto required, has not yet delivered the ſaid Goods and Chattels to the ſaid *T. V.* but has hitherto refuſed, and ſtill does refuſe, to deliver them to him, and unjuſtly detains them: Whereupon the ſaid *T. V.* ſays he is injured, and has Damage to the Value of 20*s.* and thereof he brings Suit, &c.

Treſpaſs for aſſaulting the Plaintiff, and breaking his Stall in the Market. *A. O.* complains of *W. C.* of a Plea of Treſpaſs, for that, that the ſaid *W. C.* on the ——— Day, &c. at, &c. in the County aforeſaid, and within the Juriſdiction of this Court, made an Aſſault on the ſaid *A. O.* and broke and entered the Stall of the ſaid *A. O.* placed and erected in the Market-place there, and threw down and ſpoiled his Goods and Wares, to wit, dreſſed Leather to the Value of, &c. put and placed in his ſaid Stall, and did other Injuries to him, to the great Damage of the ſaid *A. O.* Whereupon he ſays he is injured, and has Damage to the Value of, &c. and thereupon he brings Suit, &c.

Treſpaſs for breaking the Plaintiff's Cloſe, &c. *J. A.* complains of *T. S.* of a Plea of Treſpaſs, &c. for that, that whereas the ſaid *T. S.* on the ——— Day, &c. broke and entered a certain Cloſe of the ſaid *J. A.* called, &c. at, &c. within, &c. in the County aforeſaid, and the Graſs of the ſaid *J. A.* then and there growing, to the Value of 10*s.* with certain Cattle, to wit, with Cows, Oxen, Horſes, and Hogs,

Hogs, depaſtured, trod down, conſumed and ſpoiled, continuing the ſaid Treſpaſs from the ſaid —— Day, *&c.* at divers Days and Times for the Space of one whole Month thence next enſuing, and did other Injuries to him, to the great Damage of the ſaid *J. A.* Whereupon he ſays he is injured, and has Damage to the Value of 36 *s.* and thereof he brings Suit, *&c.*

J. R. complains againſt *T. B.* to wit, in a Plea, wherefore the Cloſe of the ſaid *J. R.* at, *&c.* within, *&c.* he broke, and his Herbs to the Value of 20 *s.* and 6 *d.* there lately growing, with his Feet by walking he trod down and conſumed, and did other Injuries to him, to the great Damage of the ſaid *J. R.* and againſt the Peace of our Lord the preſent King, *&c.* And whereupon the ſaid *J. R.* ſays that the ſaid *T. B.* on the —— Day, *&c.* with Force and Arms the Cloſe of the ſaid *J. R.* at, *&c.* within, *&c.* broke, and his Herbs, to the Value, *&c.* there lately growing, with his Feet by walking trod down and conſumed, and other Injuries, *&c.* to the great Damage, *&c.* and againſt the Peace, *&c.* Whereupon he ſays he is injured, and hath Damage to the Value, *&c.*

For entering the Plaintiff's Cloſe, and treading the Graſs.

And the ſaid *T. B.* in his proper Perſon comes and defends the Force and Injury, when, *&c.* and ſays that he is not guilty of the ſaid Treſpaſs, as the ſaid *J.* above complains againſt him: And of this he puts himſelf upon the Country; and the ſaid *J.* does ſo likewiſe.

A. B. complains of *C. D.* of a Plea of Treſpaſs, *&c.* that, *&c.* the Cloſe of the ſaid *A. B.* at, *&c.* within, *&c.* he broke, and took twenty Sheep of the ſaid *A. B.* of the Price, *&c.* then and there being, and drove them into a certain unhealthful Paſture in, *&c.* within, *&c.* and of his Malice detained the ſaid Sheep ſo long on the ſaid Paſture, that by the Unhealthfulneſs of the ſaid Paſture the ſaid Sheep became rotten, unſound, and died; and did other Injuries, *&c.*

For driving Sheep into a rotten Paſture, whereby they died.

J. H.

Treſpaſs and Aſſault. *J. H.* complains of *J. S.* of a Plea of Treſpaſs, *&c.* Aſſault, *&c.* for that the ſaid *J. S.* on the —— Day, *&c.* at, *&c.* made an Aſſault and Affray on the ſaid *J. S.* and then and there beat and ill-treated him, ſo that his Life was diſpaired of, and did other Injuries to him, to the great Damage of the ſaid *J. H.* &c. Whereupon he ſays he is injured, and has Damage to the Value of 30*s.* and thereupon he brings Suit, *&c.*

PLEADINGS.

Does not owe. AND the ſaid *A. B.* comes and defends the Force and Injury, when, *&c.* and ſays that the ſaid *J. G.* ought not to have his ſaid Action againſt him, becauſe he ſays, That he the ſaid *A. B.* does not owe the ſaid *J. G.* the ſaid 20*s.* nor any Part thereof, as the ſaid *J. G.* has above declared againſt him; and of this he puts himſelf upon the Country.

Does not detain. And, *&c.* when, *&c.* and ſays, that he does not detain the ſaid Chattels of the ſaid *R. L.* nor any Part thereof, in Manner as the ſaid *R. L.* has above complained againſt him; and of this, *&c.*

Not guilty. And, *&c.* when, *&c.* and ſays, that he is not guilty of the ſaid Treſpaſs, as the ſaid *J. C.* has above declared againſt him; and of this, *&c.*

Is not his Deed, And, *&c.* when, *&c.* and ſays, that he ought not to be charged with the ſaid Debt by Virtue of the ſaid Writing, becauſe he ſays, that the ſaid Writing is not his Deed; and of this he puts himſelf upon the Country; and the ſaid *A.* does ſo likewiſe, *&c.*

Did not take. And the ſaid *B.* by *S. H.* his Attorney, comes and defends the Force and Injury, when, *&c.* and ſays, that he did not take the ſaid Cattle, as the ſaid *A.* above complains againſt him; and of this, *&c.*

And,

And, &c. when, &c. and ſays, that he did not undertake in Manner and Form as the ſaid *T. R.* has above complained againſt him; and of this, &c. Did not undertake.

When, &c. ought not to have his ſaid Action, &c. becauſe he ſays, that after the making the ſaid Writing, to wit, on the —— Day, &c. the Plaintiff by his Deed of Acquittance, which Deed of Acquittance, ſealed with the Seal of the Plaintiff, the Defendant brings here into Court, the Date whereof is on the ſame Day and Year, acquitted and diſcharged him the ſaid Defendant by the Name of, &c. from all Actions, Pleas, Demands, Debts, Accounts and Suits, from the Beginning of the World unto the Day of the Date of the ſaid Deed of Acquittance; and this, &c. if Judgment, &c. Bar by Acquittance.

The Plaintiff ſays, that he ought not to be barred, &c. becauſe he ſays, that the ſaid Deed of Acquittance, is not his Deed; and this he prays, &c. Replication.

And, &c. when, &c. and ſays, that the ſaid *J. W.* ought not to have his ſaid Action againſt him the ſaid *J. S.* becauſe he ſays, that the ſaid *J. W.* after the making the ſaid Bill, and before the Commencement of this Suit, to wit, on the —— Day, &c. at, &c. by his certain Writing, &c. acknowledged and confeſſed himſelf to be fully ſatisfied and paid the ſaid Sum, &c. in the ſaid Bill mentioned, and thereupon acquitted and releaſed the ſaid *J. S.* of and from all Actions, which the ſaid *J. W.* could have againſt the ſaid *S.* by reaſon of the making the ſaid Bill: And this he is ready to verify: Whereupon he prays Judgment, if the ſaid *J. W.* ought to have his ſaid Action againſt him, &c. Payment and a Releaſe.

And, &c. when, &c. and ſays, that the ſaid *J. G.* ought not to have or maintain his ſaid Action againſt him, becauſe as to 20*s.* Parcel, &c. the ſaid *J. W.* ſays, that he the ſaid *J. W.* on the —— Day, &c. and before the Commencement of this Action, well and truly paid to the ſaid *J. G.* 20*s.* Part of the above-mentioned Debt in the ſaid Declaration ſpecified, to wit, at, &c. aforeſaid, and within the Juriſdiction of Payment to Part, and Tender to other Part.

of this Court, and as to 5 *s.* 6 *d.* Reſidue of the ſaid Debt, ſpecified in the ſaid Declaration, the ſaid *J. W.* further ſays, that he afterwards, to wit, on the —— Day, *&c.* and before the Commencement of this Action, at, *&c.* aforeſaid, offered and tendered to the ſaid *J. G.* the ſaid 5 *s.* 6 *d.* which ſaid 5 *s.* 6 *d.* the ſaid *J. G.* then and there refuſed to accept; and this the ſaid *J. W.* is ready to verify, and prays the Judgment of the Court, if the ſaid *J. G.* ought to have his ſaid Action againſt him, *&c.*

Replication to the Payment.

And the ſaid *J. G.* as to the ſaid Plea of the ſaid *J. A.* as to the ſaid 20 *s.* Parcel of the ſaid Debt, ſays, that he by any Thing before alledged ought not to be barred from having his ſaid Action againſt him, becauſe he ſays, that the ſaid *J. A.* did not pay the ſaid 20 *s.* to the ſaid *J. G.* as the ſaid *J. A.* has above alledged; and this he prays may be inquired of by the Country, and the ſaid *J. A.* does ſo likewiſe, *&c.*

Demurrer to the Tender.

And as to the ſaid Plea of the ſaid *J. A.* as to the ſaid 5 *s.* 6 *d.* Reſidue of the ſaid Debt, the ſaid *J. G.* ſays, that the ſaid Plea of the ſaid *J. A.* in Manner and Form aforeſaid pleaded, and the Matter therein contained, is not ſufficient in Law to preclude him from having his ſaid Action againſt the ſaid *J. A.* and that to the ſaid Plea in Manner and Form aforeſaid pleaded he has not need nor is he obliged by Law to anſwer; wherefore for want of a ſufficient Plea in this Behalf, the ſaid *J. G.* prays Judgment, and the ſaid 5 *s.* 6 *d.* Reſidue of the ſaid Debt, together with his Damages by Occaſion of the Detaining the ſaid Debt, to be adjudged to him, *&c.*

Never was Executor.

And, *&c.* when, *&c.* and ſays that the ſaid *T. C.* ought not to have his ſaid Action againſt him, becauſe he ſays that he was never Executor of the Teſtament and laſt Will of the ſaid *R. H.* or after the Death of the ſaid *R. H.* ever adminiſtered any Goods or Chattels which where of the ſaid *R. H.* at the Time of his Death; and this the ſaid *E. H.* is ready to verify; wherefore he prays Judgment, if the ſaid *T. C.* ought to have or maintain his ſaid Action againſt him, *&c.*

And,

And, &c. when, &c. and ſays that the ſaid *A. B.* ought not to have his ſaid Action againſt him, becauſe he ſays, that he has fully adminiſtred all the Goods and Chattels which were of the ſaid *J. A.* at the Time of his Detth, and that he has not, nor had at the Time of entering this Plaint of the ſaid *A. B.* nor at any Time ſince, any Goods or Chattels which were of the ſaid *J. A.* at the Time of his Death, in his Hands to be adminiſtred; and this he is ready to verify; whereupon he prays Judgment, if the ſaid *A. B.* ought to have his ſaid Action againſt him, &c. Fully Adminiſtred.

And the ſaid *A. B.* ſays, that he by any Thing before alledged ought not to be barred from having his ſaid Action, becauſe he ſays that the ſaid *M. A.* on the Day of entering the ſaid Plaint, to wit, on the ——— Day, &c. at, &c. aforeſaid, and within the Juriſdiction aforeſaid, had divers Goods and Chattels which were of the ſaid *J. A.* at the Time of his Death in his Hands to be adminiſtred, to the Value of the ſaid Debt, whereof he could have ſatisfied the ſaid *A. B.* for the ſaid Debt; and this he prays may be inquired of by the Country; and the ſaid *M. A.* does ſo likewiſe, &c. Replication.

And, &c. when, &c. and prays Oyer of the ſaid Writing; and it is read to him, &c. and he alſo prays Oyer of the Condition of the ſaid Writing; and it is read to him in theſe Words, to wit, The Condition of this Obligation, &c. (*recite all the Condition*) which being read and heard, the ſaid *W. C.* ſays, that the ſaid *C. G.* ought not to have his ſaid Action againſt him, becauſe he ſays, that the Articles in the ſaid Condition above-mentioned were made at, &c. on the ——— Day, &c. between the ſaid *C. G.* by the Name of, &c. of the one Part, and the ſaid *W. C.* by the Name of, &c. of the other Part, one Part of which ſaid Articles, ſealed with the Seal of the ſaid *C. G.* the ſaid *W. C.* brings here into Court, whoſe Date is the ſame Day and Year, whereby, &c. (*recite the Articles throughout*) and the ſaid *W. C.* ſays that he has performed and kept all and ſingular the Covenants and Agreements Conditions performed.

in

in the ſaid Articles contained, on his Part to be performed and kept, according to the Form and Effect of the ſaid Articles; and this he is ready to verify; wherefore he prays Judgment, if the ſaid *C. G.* ought to have his ſaid Action againſt him, *&c.*

Replication. And the ſaid *C. G.* ſays, that he by any Thing before alledged ought not to be barred from having his ſaid Action againſt the ſaid *W. C.* becauſe proteſting that the ſaid *W. C.* has not performed or kept any of the Covenants or Agreements in the ſaid Articles contained, on his Part to be perform'd and kept, as the ſaid *W. C.* has above alledged in his Plea, the ſaid *C. G.* ſays that the ſaid *W. C.* has not, *&c. (recite the Breach)* according to the Form and Effect of the ſaid Articles; and this he is ready to verify; whereupon he prays Judgment, and his ſaid Debt, together with his Damages by Occaſion of the Detaining that Debt, to be adjudged to him, *&c.*

Rejoinder. And the ſaid *W. C.* ſays that he *(recite here that he did perform the Breach which the Plaintiff aſſigned)* according to the Form and Effect of the ſaid Articles; and of this he puts himſelf upon the Country; and the ſaid *C. G.* does ſo likewiſe, *&c.*

Juſtification in Slander. And, *&c.* when, *&c.* and ſays, that the ſaid *G. L.* ought not to have his ſaid Action againſt him, becauſe he ſays, that before the ſpeaking the ſaid pretended ſcandalous Words mentioned in the ſaid Declaration, to wit, on the —— Day, *&c.* at, *&c.* the ſaid *G. L.* feloniouſly ſtole, took and carried away, againſt the Peace of our Lord the preſent King, one Wether-Sheep, then and there being, of the Value of 10*s.* the Property of *H. J.* in the ſaid Declaration mentioned. Wherefore the ſaid *F. G.* afterwards, to wit, on the ——— Day, *&c.* at, *&c.* ſpoke, affirmed and declared to the ſaid *G. L.* the pretended ſcandalous Words in the ſaid Declaration mentioned, to wit, *Thou (meaning the ſaid G. L.) art a Thief, and ſtole* H. A.*'s Sheep:* And this he is ready to verify: Wherefore he prays Judgment, if the ſaid *G. L.* ought to have his ſaid Action therefore againſt him, *&c.*

And

And the said *A.* by *S. D.* her Attorney comes and prays Judgment of the said Writ of *Justicies*, because she says that the Name of Baptism of the said *Agnes* is named *Anne* in the said Writ, and not *Agnes*, as the said *B.* has above declared: Wherefore she prays Judgment of the said Writ, and that the said Writ of *Justicies* may be quashed. Misnomer in Abatement.

And the said *R. M.* says, that the said Verdict given against him, in Behalf of the said *M. S.* ought not to stand or be proceeded on, because he says that the said Declaration, and the Matter therein contained, are insufficient in Law to maintain the said Verdict given against him: Whereupon he prays Judgment, and that the said Plaint and Verdict may be quashed and held for nought, and that the said *M. S.* may take nothing by his said Plaint and Verdict. Arrest of Judgment.

And, *&c.* when, *&c.* and says that the Declaration of the said *P.* and the Matter contained therein, is not sufficient in Law for the said *P.* to have and maintain his said Action against him, and that he the said *B.* has no Need, nor is he obliged by the Law of the Land to answer the said Declaration made in the Manner and Form aforesaid; and for Causes of Demurrer in Law in this Behalf, the said *B.* according to the Form of the Statute in this Case made and provided, shews to the Court the following Causes, to wit, that the said Declaration contains double and insufficient Matter, and wants Form: And this he is ready to verify: Wherefore, for Default of a sufficient Declaration in this Behalf, the said *B.* prays Judgment, and that the said *P.* may be barred from having his said Action against him. Demurrer to Declaration.

And the said *P.* says, that in his said Declaration he has above alledged Matter sufficient in Law to maintain his said Action against the said *B.* And this he is ready to verify; which Matter the said *B.* does not deny, nor has he given any Answer thereto, but intirely refuses to admit the Truth thereof: Whereof he prays Judgment, and his said Debt, together with Joinder in Demurrer.

his Damage by Occaſion of the detaining that Debt, to be adjudged to him.

An Agreement pleaded. And, *&c.* when, *&c.* And as to the ſaid Treſpaſs above ſuppoſed to be done, the ſaid *A. B.* ſays, that the ſaid *C. D.* ought not to have his ſaid Action againſt him, becauſe he ſays, that after the ſaid Treſpaſs ſuppoſed to be done, to wit, on the —— Day, *&c.* at, *&c.* aforeſaid, within the Juriſdiction of this Court, by the Mediation of *E. F.* and *G. H.* Friends and Acquaintance of the ſaid *A. B.* and *C. D.* amicably intervening between them, the following Agreement was made between the ſaid *A. B.* and *C. D.* to wit, That the ſaid *A. B.* ſhould pay 5 *s.* of lawful Money, *&c.* to the ſaid *C. D.* for Amends and Satisfaction of the ſaid Treſpaſs; which ſaid 5 *s.* *&c.* the ſaid *A. B.* then and there paid to the ſaid *C. D.* according to the Form and Effect of the ſaid Agreement: And this, *&c.* Wherefore he prays Judgment, *&c.*

Replication. And the ſaid *C. D.* ſays, that he by any Thing before alledged ought not to be barred from having his ſaid Action, becauſe he ſays, that there was never any ſuch Agreement between the ſaid *C. D.* and *A. B.* as the ſaid *A.* has above in Pleading alledged: And this he prays may be inquired of by the Country; and the ſaid *A. B.* does ſo likewiſe, *&c.*

Bar for Default of the Plaintiff's Fences. And, *&c.* when, *&c.* And as to the breaking the ſaid Cloſe, and the depaſturing, treading down and conſuming the ſaid Herbage, the ſaid *A.* and *B.* ſay, that the ſaid *D.* ought not to have his ſaid Action againſt them, becauſe they ſay, that they the ſaid *A.* and *B.* were at the Time the ſaid Treſpaſs is ſuppoſed to be done, and ſtill are, ſeiſed of a certain Cloſe of Paſture next adjoining to the ſaid Cloſe of the ſaid *D.* in which, *&c.* aforeſaid, in their Demeſne as of Fee, between which ſaid Cloſes there is a certain Hedge ſeparating the ſame; which Hedge the ſaid *D.* and all thoſe whoſe Eſtate he the ſaid *D.* then had in the ſaid Cloſe, *&c.* in which, *&c.* from the Time to the contrary whereof the Memory of Man is not, have uſed

uſed to make, repair and maintain; and they ſay, that the ſaid Hedge, for want of being repaired and amended, was at the Time the ſaid Treſpaſs is ſuppoſed to be done, broken and thrown down, and that the Cattle of the ſaid *A.* and *B.* put to Paſture in their ſaid Cloſe, through the Gaps and Breaches of the ſaid Hedge, againſt the Will of the ſaid *A.* and *B.* entred into the ſaid Cloſe of the ſaid *D.* in which, *&c.* and depaſtured, trod down and conſumed the ſaid Herbage; and the ſaid *A.* and *B.* freſhly purſuing entred into the ſaid Cloſe of the ſaid *D.* in which, *&c.* thro' the Gaps and Breaches of the ſaid Hedge, to drive back the ſaid Cattle into the ſaid Cloſe of the ſaid *A.* and *B.* and immediately drove their ſaid Cattle into their ſaid Cloſe, as it was lawful for them to do; which is the ſame Treſpaſs and breaking of the Cloſe, and the ſame depaſturing, treading down and conſuming of the ſaid Herbage, whereof the ſaid *D.* above complains againſt them; and this they are ready to verify: Wherefore, *&c.*

And the ſaid *D.* ſays, that he by any thing before alledged ought not to be barred from having his ſaid Action againſt the ſaid *A.* and *B.* becauſe he ſays, that the ſaid *A.* and *B.* of their own proper Injury broke the ſaid Cloſe called *B.* in which, *&c.* and with the ſaid Cattle depaſtured, trod down and conſumed the ſaid Herbage, as the ſaid *D.* has thereof above complained againſt them; without this, that he the ſaid *D.* and all others whoſe Eſtate he the ſaid *D.* then had in the ſaid Cloſe, from the Time whereof the Memory of Man is not to the contrary, were uſed to make, repair and maintain the ſaid Hedge, as the ſaid *A.* and *B.* have above by Pleading alledged; and this he is ready to verify: Wherefore he prays Judgment, and his Damages by Occaſion of the ſaid Treſpaſs to be adjudged to him. Replication.

And the ſaid *A.* and *B.* as before ſay, that the ſaid *D.* and all others whoſe Eſtate the ſaid *D.* then had in the ſaid Cloſe, from the Time whereof the Memory Rejoinder.

mory of Man is not to the contrary, have uſed to make, repair and maintain the ſaid Hedge, as they have above by Pleading alledged: And of this they put themſelves upon the Country; and the ſaid *D.* does ſo likewiſe.

Frank Tenement.

And, *&c.* when, *&c.* and ſays, that the ſaid *W. B.* ought not to have or maintain his ſaid Action againſt him, becauſe he ſays, that the ſaid Cloſe called, *&c.* at, *&c.* in the Declaration above-mentioned, in which the ſaid Treſpaſs is ſuppoſed, to be done, and at the ſaid Time in which the ſaid Treſpaſs is ſuppoſed to be done, was the Soil and Freehold of the ſaid *N. S.* by which the ſaid *H. S.* broke and entred the ſaid Cloſe called, *&c.* and the Graſs and Herbage there growing and being with his Feet by walking trod down and conſumed, and other Graſs, Herbage and Hay being in the ſaid Cloſe, with Horſes, Oxen and Cows depaſtured, trod down and conſumed, continuing the ſaid Treſpaſs, as is above ſpecified in the ſaid Declaration, as it was lawful for him to do; and this he is ready to verify: Wherefore he prays Judgment if the ſaid *W. R.* ought to have his ſaid Action againſt him.

Outlawry.

And the ſaid *A.* by *J. S.* his Attorney comes and ſays, that the ſaid *T.* ought not to be anſwered to his ſaid Writ and Declaration, becauſe he ſays, that the ſaid *T.* on the ——— Day, *&c.* by the Name of *T. S.* late of, *&c.* Yeoman, was and ſtill ſtands outlawed at the Suit of one *A. B.* in a Plea of Treſpaſs on the Caſe, whereof the ſaid *T.* is convicted, as by the Record of the ſaid Outlawry in the Court here, to wit, at *Weſtminſter* in the County of *Middleſex* remaining, manifeſtly appears; and this he is ready to verify by the ſaid Record: Wherefore he prays Judgment, if the ſaid *T.* ought to be anſwered to his ſaid Writ and Declaration, *&c.*

Bar in Treſpaſs for making Uſe of a Way thro' the Plaintiff's Grounds.

And, *&c.* when, *&c.* And as to the whole Treſpaſs aforeſaid, except the treading down and conſuming the ſaid Herbage and Graſs with his Feet by walking, he ſays, that he is not guilty thereof; and thereupon

upon he puts himſelf upon the Country; and the ſaid *R.* does ſo likewiſe. And as to the treading down and conſuming the ſaid Graſs and Herbage with his Feet by walking, the ſaid *J.* ſays, that the ſaid *R.* ought not therefore to have his ſaid Action againſt him, becauſe he ſays, that he the ſaid *J.* long before the ſaid Time on which the ſaid Treſpaſs is ſuppoſed to be done, was poſſeſſed, and ſtill is poſſeſſed of and in a Cloſe called, *&c.* with the Appurtenances; and that the ſaid *J.* and all other Poſſeſſors and Occupiers of the ſaid Cloſe called, *&c.* with the Appurtenances, from the Time to the contrary whereof the Memory of Man is not, have been uſed and accuſtomed to have a Foot-way for themſelves and their Servants, leading from the Town of, *&c.* in, through and over a certain Cloſe called, *&c.* at, *&c.* aforeſaid, and within the Juriſdiction aforeſaid, and from thence in, thro' and over a certain other Cloſe called, *&c.* and from thence in, through and over the ſaid Cloſe called, *&c.* in which, *&c.* unto and into the ſaid Cloſe called, *&c.* and ſo back from the ſaid Cloſe called, *&c.* in, through and over the ſaid Cloſe called, *&c.* and from thence in, through and over the ſaid Cloſe called, *&c.* by the ſame Way to the Town of, *&c.* to paſs and repaſs in the ſaid Way at all Times of the Year at their Will, as to the ſaid Cloſe called, *&c.* with the Appurtenances thereunto belonging, whereby the ſaid *J.* at the Time in which, *&c.* from the ſaid Town of *T.* aforeſaid, in, through and over, *&c.* to and in the ſaid Cloſe called, *&c.* and ſo back from the ſaid Cloſe called, *&c.* and from thence in, through and over the ſaid Cloſe called, *&c.* by the ſame Way to the ſaid Town of, *&c.* aforeſaid, went and return'd, as it was lawful for him to do; and the ſaid *J.* in paſſing and repaſſing as aforeſaid, ſome of the Herbage and Graſs in the ſaid Way, in the ſaid Cloſe called, *&c.* in which, *&c.* there growing, with his Feet by walking trod down and conſumed in uſing the ſaid Way, and doing as little Damage there as he could;

which is the ſame Treſpaſs as to the treading down and conſuming the ſaid Herbage and Graſs whereof the ſaid *R.* now complains: Wherefore he prays Judgment, if the ſaid *R.* ought to have his ſaid Action thereupon againſt him.

Replication. And the ſaid *R.* as to the ſaid Plea of the ſaid *J.* as to the treading down and conſuming the ſaid Herbage and Graſs with his Feet by walking, ſays that he by any Thing in the ſaid Plea before alledged ought not to be barred from having his ſaid Action thereupon againſt him, becauſe he ſays, that the ſaid *J.* of his own proper Injury, with his Feet by walking trod down and conſumed the ſaid Herbage and Graſs in the ſaid Cloſe lately growing, as the ſaid *R.* above thereupon complains againſt him; without this, that the ſaid *J.* and all other Poſſeſſors and Occupiers of the ſaid Cloſe called, *&c.* with the Appurtenances, from the Time to the contrary whereof the Memory of Man is not, have been uſed and accuſtomed to have a Foot-way for themſelves and their Servants, leading from the ſaid Town of, *&c.* in, through and over the ſaid Cloſe called, *&c.* and from thence in, through and over the ſaid other Cloſe called, *&c.* and from thence in, through and over the ſaid Cloſe called, *&c.* in which, *&c.* unto and into the ſaid Cloſe called, *&c.* and ſo back from the ſaid Cloſe called, *&c.* in, through and over the ſaid Cloſe called, *&c.* and from thence in, through and over the ſaid Cloſe called, *&c.* and by the ſame Way to the ſaid Town of *T.* to paſs and repaſs in the ſaid Way at all Times of the Year at their Will, as the ſaid *J.* has above by Pleading alledged: And this he is ready to verify: Wherefore, for that the ſaid *J.* has above acknowledged the ſaid Treſpaſs with his Feet by walking, the ſaid *R.* prays Judgment, and his Damages by the Occaſion thereof to be adjudged to him, *&c.*

Rejoinder. And the ſaid *J.* as before ſays, that he the ſaid *J.* and all other Poſſeſſors and Occupiers of the ſaid Cloſe called, *&c.* with the Appurtenances, for the Time to the

the contrary whereof the Memory of Man is not, have been uſed and accuſtomed to have for themſelves and their Servants the ſaid Foot-way leading from the ſaid Town of *&c.* aforeſaid, in, through and over the ſaid Cloſe called, *&c.* and from thence, *&c.* to paſs and repaſs in the ſaid Way at all Times of the Year at their Will, as he has above by Pleading alledged: And of this he puts himſelf upon the Country, *&c.*

Foreign Plea.

Plea for B. *Defendant, againſt* L. *Plaintiff, in Caſe.*

AND the ſaid Defendant in his proper Perſon comes and ſays, that the Court of our Lord the King here ought not to have Cognizance of the ſaid Plea, becauſe he ſays, that the Cauſe of Action (if any) in the Plaintiff's Declaration above ſuppoſed, accrued to the ſaid Plaintiff at the Town of *W.* in the County of *S.* out of the Juriſdiction of this Court; and this the Defendant is ready to verify: Wherefore he prays Judgment, if the Court here will or ought to have further Cognizance of the ſaid Plea againſt him.

Declarations, Pleadings, Recoveries, &c. concerning Copyhold Lands.

Precept to the Bailiff to ſummon the Defendant to anſwer a Plaint.

MANOR of R. *to wit, A. B.* Steward to the Bailiff of the ſaid Manor, Greeting: *J. S.* complains againſt *J. D.* in a Plea of Land, and made Proteſtation to proſecute the ſaid Plaint in the Nature of a Writ of Right Patent of our Lord the King; therefore I command you that according to the Cuſtom of the ſaid Manor, you ſummon by good Summoners the ſaid *J. D.* to be here at the next Court to be held at the ſame Place, on the ——— Day, *&c.* to anſwer in the Plea aforeſaid; and have there this Precept, and in what Manner, *&c.* Dated, *&c.*

Precept to the Bailiff to ſummon a Jury to try a Cauſe.

——— *To wit, A. B.* Steward to the Bailiff of the ſaid Manor Greeting: Becauſe *J. S.* complains [*as above*] therefore I command you, that you ſummon by good Summoners twelve free and lawful Men, Tenants of the ſaid Manor, that they be before me the ſaid Steward at the next Court to be held there, to wit, on the ——— Day, *&c.* next enſuing, at the Hour of, *&c.* of the ſame Day, ready to take Cognizance upon their Oath, if *T. S.* Father of the ſaid *J. S.* was, on the Day of his Death, ſeiſed in his Demeſne as of Fee of two Meſuages, *&c.* with the Appurtenances in, *&c.* within the Juriſdiction of this Court, and if he died within forty Years laſt paſt, and if the ſaid *J. S.* is his next Heir, and that in the mean Time they ſee the ſaid two Meſuages, *&c.* and let their Names be impanelled, and ſummon by good Summoners the ſaid *J.* and *B.* who now hold the ſaid Meſuages and Lands, that they be then there to hear the ſaid Recognizance; and have there the Summoners and this Precept. Dated, *&c.*

R. H.

R. H. complains againſt *C. E.* and *A.* his Wife, of a Plea of Land, to wit, of one Meſuage, two Cottages, *&c.* with the Appurtenances, within the Juriſdiction of this Court, and made Proteſtation to proſecute the ſaid Plaint, in the Form and Nature of a Writ of Formedon in Remainder of our Lord the King at the Common Law, and found Pledges to proſecute the ſaid Plaint, in the Form and Nature aforeſaid, and prays Proceſs thereupon to be made for him according to the Cuſtom of the ſaid Manor, againſt the ſaid *C.* and *A.* his Wife, *&c.* and therefore according to the Cuſtom of the ſaid Manor, from the Time to the contrary whereof the Memory of Man is not, It is commanded to the Bailiff of the ſaid Manor and Miniſter of the ſaid Court, that he ſummon by good Summoners the ſaid *C.* and *A.* that they be before the Suitors of the ſaid Court at the next Court of the ſaid Manor, on the ——— Day, *&c.* to be held at the ſaid Manor, to anſwer the ſaid *R. H.* of the Plea aforeſaid, *&c.* The ſame Day is given to the ſaid *R.* here, *&c.* At which ſaid next Court came as well the ſaid *R. H.* as the ſaid *C.* and *A.* by *J. R.* their Attorney; and the ſaid Miniſter of the ſaid Court returns here in Court, that he, by Virtue of the ſaid Precept to him directed, ſummoned the ſaid *C.* and *A.* by good Summoners, to wit, by *J. D.* and *R. R.* to be here at this Court, to anſwer the ſaid *R. H.* of the Plea aforeſaid, of one Meſuage, *&c.* with the Appurtenances, as he was commanded, *&c.*

A Formedon in Remainder, Plaint and Proteſtation to proſecute.

Proceſs deſired againſt the Defendant.

Precept to ſummon the Defendants.

Defendant appears by Attorney.

And thereupon the ſaid *R. H.* demands againſt the ſaid *C.* and *A.* the Tenements aforeſaid with the Appurtenances, as his Right and Inheritance, ſaying that one *W. H.* was ſeiſed of the ſaid Tenements with the Appurtenances in his Demeſne as of Fee, at the Will of the Lord, according to the Cuſtom of the ſaid Manor; and being ſo ſeiſed, according to the Cuſtom of this Manor Time out of Mind uſed and approved, at the Court of the ſaid Manor held at *J.* within the Precinct of the ſaid Manor, on the aforeſaid —— Day, *&c.* by *J. A.* and *T. P.* Deputy Bailiffs of the ſaid Manor,

The Plaintiff counts.

Manor, in the Preſence of *T. C. T. S. R. L.* and others, Tenants of the Lord of the ſaid Manor, ſurrendered into the Hands of the Lord the Tenements aforeſaid with the Appurtenances, to the Uſe and Behoof of one *M.* then the Wife of the ſaid *W. H.* to hold for Term of her Life, and after the Deceaſe of the ſaid *M.* the aforeſaid Tenements, with their Appurtenances, ſhould wholly remain to one *J. H.* Son of *N. H.* Brother of the aforeſaid *W. H.* and to the Heirs of his Body lawfully begotten; and for Default of ſuch Iſſue of the ſaid *J.* the aforeſaid Tenements, with the Appurtenances, ſhould wholly remain to one *E. H.* Daughter of the ſaid *W.* to hold to her and the Heirs of her Body lawfully begotten; and for Default of ſuch Iſſue of the ſaid *E.* the aforeſaid Tenements, with the Appurtenances, ſhould wholly remain to the right Heirs of the aforeſaid *W. H.* and their Heirs for ever. By Virtue of which Surrender the aforeſaid *M.* was ſeiſed of the ſaid Tenements, with the Appurtenances, in his Demeſne as of Fee at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in Time of Peace, in the Time of our Lord the now King, by taking the Profits thereof to the Value, *&c.* and from the ſaid *M.* the Right remained by the Form of the Surrender aforeſaid, according to the Cuſtom of the Manor aforeſaid, to the ſaid *J. H.* whereby the ſaid *J.* was ſeiſed of the Tenements aforeſaid, with the Appurtenances in his Demeſne as of Fee-Tail, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by Form of the Surrender aforeſaid, in Time of Peace, in the Time of the now Lord the King, *&c.* by taking the Profits thereof, to the Value, *&c.* and from the ſaid *J.* after the Death of the aforeſaid *E.* (for that both the ſaid *J.* and *E.* died without Heirs of their Bodies lawfully begotten) the Right remained by the Form of the Surrender aforeſaid, according to the Cuſtom of the Manor aforeſaid, to the ſaid *R. H.* which now demands, that is to ſay, as the Son and Heir of *W. F.* Brother

and

and Heir of the ſaid *W. H.* and thereof he brings this Suit, *&c.*

R. C. complains againſt *W. L.* and *E.* his Wife, of a Plea of Land, to wit, of one Meſuage, *&c.* with the Appurtenances in *J.* within the Juriſdiction of this Court, and made Proteſtation to proſecute his Complaint in Form and Nature of a Writ of our Lord the King of Aſſiſe, of the Death of his Anceſtor at the Common Law, *&c.* And deſired Proceſs for that, to be made according to the Cuſtom of this Manor, in Form and Nature of the Writ aforeſaid, to be directed to the Bailiff and Officers of this Court; And that the ſaid Bailiff and Officers by the Command and Precept of the Lord of this Manor, and according to the Cuſtom of the ſaid Manor, ſhould ſummon by good Summoners twelve Honeſt and lawful Men of the Homage of this Manor, before the Steward of this Manor, at the next Court to be held within the Manor, ready upon their Oath to take Cognizance, if *R. C.* Father of the aforeſaid *R.* was ſeiſed in the Demeſne as of Fee, at the Will of the Lord, according to the Cuſtom of the Manor, on the Day that he died, of and in one Meſuage, *&c.* of cuſtomary Lands of this Manor, with the Appurtenances, called *C.* within the Juriſdiction of this Court: And if the ſaid *R.* the Father died within forty Years now laſt paſt, and if the aforeſaid *R.* the Son be the next Heir of the aforeſaid *R.* the Father, and in the mean Time that they view the Lands and Tenements aforeſaid. And that they ſhould ſummon by good Summoners the aforeſaid *W.* and *B.* who now hold the ſaid Lands and Tenements, that they ſhould be here to hear the Recognizance, and proſecute their Suit aforeſaid, to wit, *J. D. R. R.*

Plaint of Mordanceſtor.

Precept to the Bailiff to ſummon a Jury.

Pledges to proſecute.

And now here at this Court came the aforeſaid *W.* *J.* in his own Perſon, and ſaith that the aforeſaid *R.* Father of the ſaid Complainant, was not on the Day that he died ſeiſed in his Demeſne as of Fee, at the Will of the Lord, according to the Cuſtom of this Manor, of the aforeſaid Meſuage, *&c.* with the Appurtenances, in Manner and Form, as by the aforeſaid Complainant

Defendant's Plea in Bar.

Complainant is firſt ſuppoſed; and this he deſires may be inquired by the Aſſiſe; and the ſaid Complainant does ſo likewiſe.

A Recovery.

At this Court came *A. B.* of &c. in proper Perſon, and complains againſt *W. W.* of a Plea of Land, that is to ſay, of one Meſuage, &c. with the Appurtenances in *J.* held of this Manor, by Copy of Court Roll of this Manor, and made Proteſtation to proſecute his ſaid Plaint, in the Court aforeſaid, in Form and Nature of a Writ of our Lord the King of Right Patent, at the Common Law, according to the Cuſtom of the Manor aforeſaid, and he found Pledges to proſecute his ſaid Plaint here in the ſaid Court, to wit, *J. D.* and *R. F.* and prayed Proceſs thereupon to be made for him, againſt the aforeſaid *W. W.* according to the Cuſtom of the Manor aforeſaid; therefore according to the Cuſtom of the ſaid Manor, it was commanded to *J. S.* Bailiff of the ſaid Manor, and an Officer of the ſaid Court, that he ſhould ſummon the aforeſaid *W. W.* ſo that he ſhould be here at the next Court of the ſaid Manor, to wit, on the ——— Day, &c. to be held, to anſwer the ſaid *A. B.* of the Plea aforeſaid, and that he then have there the Names of the Summoners, and the ſaid Precept. And the ſame Day is given to the Demandant here, &c. And now, that is to ſay, at this Court comes the aforeſaid *W. W.* in his proper Perſon, and in full Court here freely offers to anſwer to the aforeſaid *A. B.* of the Plea aforeſaid by good Summoners, to wit, *J. D.* and *R. R.* according to the Cuſtom of the ſaid Manor; and upon this now at this Court the aforeſaid *A. B.* alſo in his proper Perſon comes; and demands againſt the ſaid *W. W.* the aforeſaid Meſuage, &c. with the Appurtenances, in *J.* aforeſaid, held of this Manor by Copy of Court-Roll, as his Right and Inheritance, and whereupon he ſays, that he was ſeiſed of the Tenement aforeſaid with the Appurtenances in the Demeſne as of Fee and Right, according to the Cuſtom of the Manor aforeſaid, in Time of Peace, in the Time of the preſent King, by taking the Profits thereof to the Value, &c. And that ſuch is his

Plaint and Proteſtation to proſecute.

Precept to the Bailiff to ſummon the Tenant to appear

Tenant appears.

The Demandant Counts againſt the Tenant.

his Right, he offers, &c. and the aforeſaid *W. W.* comes and defends his Right, when, &c. and his Seiſin, which Seiſin, &c. as of Fee and Right, &c. and eſpecially of the Tenements aforeſaid with the Appurtenances, and all, &c. and puts himſelf upon the Homagers aforeſaid of our Lord the King of this Court, according to the Cuſtom of the ſaid Manor, and he prays that Recognizance may be made, whether he hath more Right to hold the Tenements aforeſaid with the Appurtenances, as he holds, or the aforeſaid *A. B.* to have the aforeſaid Tenements with the Appurtenances, as he above demandeth, &c. And the aforeſaid *A. B.* thereupon prayeth Leave to imparle till the 11th Hour before Noon of the ſame Day; and has it, &c. And the ſame Hour was given to the aforeſaid *W.* here, &c.

Tenant puts himſelf on the Homage.

Leave to Imparl.

And afterwards the ſaid *A. B.* came again here into Court the ſelf ſame Day at the aforeſaid Hour in his proper Perſon, and the aforeſaid *W. W.* though he was ſolemnly demanded, came not, but in Contempt of the Court departed, and made Default; therefore according to the Cuſtom of the Manor aforeſaid, it is conſidered by the Court that the aforeſaid *A. B.* do recover his Seiſin againſt the ſaid *W. W.* of the Tenements aforeſaid with their Appurtenances, according to the Cuſtom of the Manor aforeſaid, to hold to the ſaid *A. B.* and his Heirs, according to the Cuſtom of the ſaid Manor, quit from the ſaid *W. W.* and his Heirs for ever, and the ſaid *W. W.* in the Mercy, &c. And now at this Court the Lord, in Execution of the Judgment and Recovery aforeſaid, by his Steward, granted to the aforeſaid *A. E.* Seiſin of the Tenements aforeſaid with the Appurtenances, to hold to him and his Heirs and Aſſigns by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor; and he thereupon made to the Lord Fine and Fealty, and was thereupon admitted Tenant.

The Defendant makes Default.

Judgment.

Plaintiff admitted upon the Recovery.

And afterwards, that is to ſay, at the ſame Court the aforeſaid *A. B.* then preſent, the aforeſaid *W. W.* came and ſurrendered into the Hands of the Lord the Tenement aforeſaid with the Appurtenances, to the Uſe

Defendant's Surrender and Releaſe to the Plaintiff.

Count againſt ſecond Vouchee.

&c. And upon this the ſaid *W. P.* demands againſt the ſaid *N. H.* Tenant by his Warranty, the Tenements aforeſaid with the Appurtenances, in Form aforeſaid: And whereupon he ſays that he was ſeiſed of the ſaid Tenements with the Appurtenances in his Demeſne, as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in Time of Peace, in the Time of the preſent King, by taking the Profits thereof to the Value, *&c.* and into which, *&c.* And thereof he brings Suit, *&c.*

Second Vouchee pleads.

And the ſaid *N. H.* Tenant, by his Warranty comes and defends his Right when, *&c.* and ſays that the ſaid *N. H.* did not diſſeiſe the ſaid *W. P.* of the ſaid Tenements with the Appurtenances, as the ſaid *W. P.* by his ſaid Plaint and Declaration thereupon above ſuppoſes; And of this he puts himſelf upon the Homage, *&c.*

Imparlance.

And the ſaid *W. P.* thereupon craves Leave to imparl here until the eleventh Hour before Noon of this preſent Day, *&c.* And he has it, *&c.* The ſame Hour is given to the ſaid *N. H.* to be here, *&c.*

Second Vouchee makes Default.

And afterwards, to wit, at this Court, at the Hour aforeſaid, the ſaid *W. P.* comes again here into Court in his proper Perſon; and the ſaid *N. H.* although ſolemnly demanded, came not again, but departed in Contempt of the Court, and made Default: It is therefore conſidered by the ſaid Court,

Judgment,

That the ſaid *W. P.* do recover his Seiſin againſt the ſaid *R. W.* of the aforeſaid Premiſſes with the Appurtenances; and that the ſaid *R. W.* have of the cuſtomary Lands of the ſaid *A. B.* within this Manor, to the Value, *&c.* and that the ſaid *A. B.* have over of the cuſtomary Lands of the ſaid *N. H.* within this Manor, to the Value, *&c.*

Precept of Seiſin.

And the ſaid *N. H.* in Mercy, *&c.* And upon this the ſaid *W. P.* prays a Precept to cauſe him to have full Seiſin of the ſaid Tenements with the Appurtenances, to be directed to the Officer of the Court: And it is granted to him, returnable here without Delay, *&c.*

Return of the Precept.

And afterwards, to wit, on this ſame Day and Year, *&c.* the ſaid *W. P.* in his proper Perſon came here

here into Court; and the Officer of the ſaid Court certified to the Court, that he by Virtue of the ſaid Precept to him thereupon directed, on this ſame Day, *&c.* had cauſed the ſaid *W. P.* to have full Seiſin of the ſaid Tenements with the Appurtenances, as by the ſaid Precept he was commanded: To which ſaid *W. P.* the Lord of the ſaid Manor at this Court granted alſo Seiſin by the Rod of the aforeſaid Tenements, with the Appurtenances; To have and to hold the ſaid Premiſſes, with the Appurtenances, to the ſaid *W. P.* his Heirs and Aſſigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the yearly Rent, *&c.* Fealty, Suit of Court, and other Services due and of Right accuſtomed: And for his Entry he thereupon gave to the Lord for a Fine as appears, *&c.* and he did Fealty, and is thereupon admitted Tenant, *&c.* Admittance.

And afterwards at this ſame Court the ſaid *R. W. A. B.* and *N. H.* came and remiſed, releaſed, and intirely for them and their Heirs for ever quit-claimed to the ſaid *W. P.* in his full and peaceable Poſſeſſion and Seiſin being, all their Right, Title, Claim, Intereſt and Demand whatſoever, which they ever had, now have, or by any Means may hereafter have, of or in the ſaid Tenements, with the Appurtenances, or any Parcel thereof, ſo that neither they nor any of them, nor the Heirs of them or either of them, any Right, State, Title, Claim, Intereſt or Demand, of or in the ſaid Tenements, with the Appurtenances, or any Part thereof, have, or ought hereafter to have, but from and all Actions of Law, Title, Claim, Uſe, Intereſt Demand therein, are, and each of them is, for ever barred by theſe Preſents. Defendant and Vouchees Releaſe to the Plaintiff.

And afterwards at the ſame Court came the ſaid *W. P.* in his proper Perſon, and in full and open Court ſurrendered by the Rod into the Hands of the Lord of the ſaid Manor, by the Hands of his ſaid Steward, according to the Cuſtom of the ſaid Manor, all and ſingular the ſaid Premiſſes with the Appurte- Plaintiff ſurrenders to one of the Defendants, and Admittance upon it.

nances, to the Uſe and Behoof of the ſaid *A.* his Heirs and Aſſigns for ever. And now at this Court came the ſaid *A. B.* in his proper Perſon, and prays to be admitted to the ſaid Tenements: To whom the Lord by his ſaid Steward thereupon granted Seiſin by the Rod; To have and to hold the ſaid Tenements, with the Appurtenances, to the ſaid *A. B.* his Heirs and Aſſigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the yearly Rent, *&c.* Fealty, Suit of Court, and other Services therefore due and of Right accuſtomed: And for his Entry thereupon he gave to the Lord for a Fine as appears, *&c.* and he did Fealty, and is thereupon admitted Tenant, *&c.*

Surrender by him to another, and Admittance.

And further, At the ſame Court came the ſaid *A. B.* in his proper Perſon, and in full and open Court ſurrendered by the Rod into the Hands of the Lord of the ſaid Manor, by the Hands of his ſaid Steward, according to the Cuſtom of the ſaid Manor, all and ſingular the ſaid Tenements, with his Appurtenances, to the Uſe and Behoof of *R. B.* of, *&c.* Gent. his Heirs and Aſſigns for ever. Upon which at this ſame Court came the ſaid *R. B.* in his proper Perſon, and prayed to be admitted to the ſaid Tenements, with the Appurtenances: To whom the Lord by his ſaid Steward thereupon granted Seiſin by the Rod; to have and to hold the ſaid Tenements with the Appurtenances, to the ſaid *R. B.* his Heirs and Aſſigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor by the yearly Rent, *&c.* Fealty, Suit of Court, *&c.* and other Services therefore due and of Right accuſtomed: And for his Entry thereupon he gave to the Lord for a Fine as appears, *&c.* and did Fealty, and is thereupon admitted Tenant, *&c.*

Another Recovery.

Afterwards, ſitting the ſaid Court, comes *D. S.* Gent. in his proper Perſon, and in open Court complains againſt the ſaid *F. S.* preſent here in Court, of a Plea of Land, to wit, of one Meſuage, call'd, *&c.*

as alſo of forty Acres of Land, twenty Acres of Meadow, and thirty Acres of Paſture, with the Appurtenances, in, &c. within the Juriſdiction of this Court: And he made Proteſtation to proſecute his ſaid Suit in the ſaid Court, in the Form and Nature of the Writ of our Lord the King of Entry upon a *Diſſeiſin in le Poſt*, at the Common Law, according to the Cuſtom of the ſaid Manor; and he found Pledges to proſecute his ſaid Plaint, to wit, *J. D.* and *R. R.* and prays Proceſs thereupon to be made for him according to the Cuſtom of the ſaid Manor, againſt the ſaid *F. S.* to be directed, &c. returnable, &c. And it is granted to him: And the ſaid *F. S.* preſent here in this ſame Court freely appears to the ſaid Plea.

Count againſt Tenant.

And upon this the ſaid *D. S.* in his proper Perſon demands againſt the ſaid *F. S.* the ſaid Tenements with the Appurtenances, in, &c. aforeſaid, within the Juriſdiction of this Court, as his Right and Inheritance, according to the Cuſtom of the ſaid Manor, and into which the ſaid *F. S.* has not Entry, but after the Diſſeiſin which *J. N.* thereof unjuſtly and without Judgment did to the ſaid *D.* within thirty Years laſt paſt: And whereupon he ſays that he was ſeiſed of the ſaid Tenements with the Appurtenances in his Demeſne as of Fee and Right, in the Time of Peace, in the Time of the preſent King, &c. by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he brings Suit, &c.

Tenant vouches to Warranty.

And upon this the ſaid *F. S.* in his proper Perſon comes and defends his Right when, &c. and thereupon vouches to voucher to Warranty *S. B.* who is preſent here in Court, and freely warrants the ſaid Tenements to him, with the Appurtenances.

Count againſt Vouchee.

And upon this the ſaid *D. S.* demands againſt the ſaid *S. B.* Tenant, by his Warranty, the ſaid Tenements with the Appurtenances, in Form aforeſaid; and whereupon he ſays that he was ſeiſed of the ſaid Tenements with the Appurtenances in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in

the Time of Peace, in the Time of the preſent King, by taking the Profits thereof to the Value, &c. And into which, &c. And thereof he brings Suit, &c.

Vouchee vouches over.

And upon this the ſaid *S. B.* Tenant, by his Warranty comes and defends his Right when, &c. and further vouches thereupon to Warranty *J. C.* who is alſo preſent here in Court in his proper Perſon, and freely warrants to him the ſaid Tenements with the Appurtenances.

Count againſt ſecond Vouchee.

And upon this the ſaid *D. S.* demands againſt the ſaid *J. C.* Tenant, by his Warranty, the ſaid Tenements with his Appurtenances in Form aforeſaid; and whereupon he ſays that he was ſeiſed of the ſaid Tenements with the Appurtenances in his Demeſne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in the Time of Peace, in the Time of the preſent King, by taking the Profits thereof to the Value, &c. and into which, &c. And thereof he brings Suit, &c.

Common Vouchee pleads, Non diſſeiſivit.

And upon this the ſaid *J. C.* Tenant, by his Warranty comes here in the ſaid Court in his proper Perſon, and defends his Right when, &c. and ſays that the ſaid *J. N.* did not diſſeiſe the ſaid *D. S.* of the ſaid Tenements with the Appurtenances, as the ſaid *D. S.* by his Writ and Declaration aforeſaid above ſuppoſes: And of this he puts himſelf on the Homage of the Court of the ſaid Manor.

Imparlance.

And thereupon the ſaid *D. S.* craves Leave to imparl here until Two of the Clock in the Afternoon of the ſame Day: And it is granted to him, &c. The ſame Hour is given to the ſaid *J. C.* &c.

Common Vouchee makes Default.

And afterwards, to wit, at Two of the Clock in the Afternoon of the ſame Day, the ſaid *D. S.* came again here into Court in his proper Perſon; and the ſaid *J. C.* although ſolemnly demanded, came not again, but departed in Contempt of the Court, and made Default: Therefore according to the Cuſtom of the ſaid Manor it is conſidered by the Court here,

Judgment.

that the ſaid *D. S.* do recover his Seiſin againſt the ſaid *F. S.* of the Tenements aforeſaid with the Appurtenances;

purtenances; To have and to hold to the said *D. S.* and his Heirs, at the Will of the Lord, according to the Custom of the said Manor, quit from the said *F. S.* and his Heirs for ever: And that the said *F. S.* have of the Land of the said *S. B.* to the Value, &c. within, &c. and that the said *S. B.* have over of the Land of the said *J. C.* to the Value, &c. within, &c. and that the said *J. C.* be in Mercy, &c. And upon this the said *D. S.* prays a Precept to be directed to the Officer of the Court of the said Manor, to cause him to have full Seisin of and in the said Tenements, with the Appurtenances: And it is granted to him, returnable here without Delay, &c. Precept of Seisin.

And afterwards, to wit, on this same Day, came here into Court the Officer of the said Court, to wit, *T. S.* Bailiff there, and return'd the said Precept to him thereupon directed in all Things served and executed in Form of Law; to wit, that he by Virtue of the said Precept on this same Day had caused the said *D. S.* to have full Seisin of and in the said Tenements, with the Appurtenances so recovered, as he was above commanded. And upon this now at this same Court came the said *D. S.* in his proper Person, and humbly prayed to be admitted to the said Premisses, with the Appurtenances, according to the Form and Effect of the said Recovery: And the Lord of the said Manor, in full Execution of the said Recovery, and according to the Custom of the said Manor, by his said Steward thereupon granted to him Seisin by the Rod; To have and to hold all and singular the said Premisses, with the Appurtenances, to the said *D. S.* his Heirs and Assigns, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed: And he gave to the Lord for a Fine, &c. is thereupon admitted Tenant, and did Fealty to the Lord. Return thereof. Admittance.

And afterwards, to wit, at this same Court come the said *F. S. S. B.* and *J. C.* in their proper Persons, and Surrender and Release by the Tenant and Vouchees,

and here in open Court ſurrender by the Rod into the Hands of the Lord of the ſaid Manor, by the Hands of his Steward, all and ſingular the ſaid Premiſſes, with the Appurtenances, to the Uſe and Behoof of the ſaid *D. S.* his Heirs and Aſſigns for ever; and further, for them and each of them, their and each of their Heirs, Executors and Adminiſtrators, ſeverally and reſpectively, fully, freely and abſolutely remiſe, releaſe, and for ever quit-claim to the ſaid *D. S.* in his full and peaceable Poſſeſſion and Seiſin being, and to his Heirs and Aſſigns, all the Right, Eſtate, Title, Intereſt, Claim and Demand whatſoever of them the ſaid *F. S. S. B.* and *J. B.* and of each of them, of, in or to the ſaid Premiſſes, with the Appurtenances, or any Part or Parcel thereof; and alſo all and all Manner of Error and Errors, Cauſe and Cauſes of Error and Errors, Miſpriſions, Defaults, and erroneous Proceedings, whatſoever and howſoever had, committed, omitted, permitted or done in the ſaid Plaint, Plea, Proceſs, Judgment and Execution aforeſaid, or either of them.

Surrender by the Demandant.

And afterwards the ſaid *D.* at this ſame Court comes in his proper Perſon, and in open Court ſurrenders into the Hands of the Lord of the ſaid Manor, by the Hands of the Steward by the Rod, according to the Cuſtom of the ſaid Manor, all and ſingular the ſaid Premiſſes, with the Appurtenances, in Form aforeſaid recovered, to the Uſe and Behoof of the ſaid *S. B.* and of *C. G.* whom the ſaid *S. B.* with Divine Permiſſion will ſhortly marry, for and during the Term of their Lives, and of the Life of the longer Liver of them, and the Heirs of the Body of the ſaid *S.* on the Body of the ſaid *C. G.* to be lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *S. B.* and his Heirs for ever. Which ſaid *S. B.* and *C. G.* preſent here in Court, humbly pray to be admitted to the ſaid Premiſſes, with the Appurtenances, according to the Form and Effect of the ſaid Surrender: To whom the Lord of the ſaid Ma-

nor

not by his ſaid Steward granted and delivered thereupon Seiſin by the Rod; To have and to hold to the ſaid *S. B.* and *C. G.* for and during their Lives, and the Life of the longer Liver of them, and to the Heirs of the Body of the ſaid *S. B.* on the Body of the ſaid *C. G.* to be lawfully begotten; and for Default of ſuch Iſſue, then to remain to the ſaid *S. B.* and his Heirs for ever, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Services and Cuſtoms thereupon due and of Right accuſtomed: And they gave to the Lord for a Fine, *&c.* are thereof admitted Tenants, and did Fealty to the Lord.

A Table of Fees.

		l.	*s.*	*d.*
Steward's Fees.	FOR every Warrant, or entring Plaint,	0	0	8
	For every *Diſtringas*, or Attachment,	0	0	8
	For every Special *Diſtringas*, or Attachment,	0	1	8
	Warrant of Attorney,	0	0	4
	Bond for Appearance,	0	1	0
	Entring Eſſoins for every Name,	0	0	1
	Entring Imparlance,	0	1	0
	Copy of every Declaration,	0	1	0
	Allowing every Anſwer,	0	1	0
	Copy of every Anſwer,	0	1	0
	Allowing the Replication,	0	1	0
	Copy of the Replication, and allowing of the Rejoinder, *&c.* and of the Reſt,	0	2	0
	Entring a Rule,	0	0	4
	Entring a Default,	0	0	4
	Entring a Nonſuit,	0	0	4
	Subpœna for Witneſſes,	0	0	8
	And for every Oath,	0	0	4
	Venire facias,	0	2	0
	Return of the *Venire*,	0	2	0
	Entring Judgment,	0	2	0
	Fieri facias,	0	2	0
	Scire facias,	0	2	0
	Superſedeas,	0	2	4
	Tranſcript upon a Plaint and Allowance,	0	1	8
	Allowing a Writ of falſe Judgment,	0	6	8
Attorney's Fees.	Fee for his Appearance,	0	2	0
	Drawing every Declaration,	0	1	0
	Drawing every Plea,	0	1	0
	Drawing the Replication,	0	1	0

Draw-

	l.	*s.*	*d.*	
Drawing the Rejoinder,	0	1	0	
Drawing the Sur-rejoinder,	0	1	0	
For every Court-Day, wherein he proceeds in the Action, allow'd as his Fee.	0	2	0	
For executing every Summons of the Plaintiff,	0	0	4	Bailiff's Fees.
And of the Defendant,	0	0	8	
Executing a *Distringas*, or Attachment of the Plaintiff,	0	0	4	
Of the Defendant,	0	0	8	
A *Venire facias*,	0	2	0	
If tried for the Return,	0	2	0	
A *Fieri facias*,	0	2	0	
A *Scire facias*,	0	2	0	
A Replevin,	0	2	0	
Jury, each Man,	0	0	8	

PRE-

Ground doth contain about one Acre more or leſs; and one of the ſaid Parcels of Land or Ground doth abut upon an Incloſure, now or late, or ſome Time, of *R. R.* Widow, on the North Weſt Part, and upon half an Acre of Land or Ground of *S. S.* Widow, and *S. S.* Spinſter, her Daughter, and *T. T.* or ſome or one of them, on the South Eaſt Part; and the other of the ſaid two Parcels of Land or Ground doth abut upon an Acre of Freehold Land lately belonging to *V. V.* on the North Weſt Part, and upon an Acre of Land or Ground lately belonging to *W. W.* Widow, on the South Eaſt Part; [*here follows a long Deſcription, by deriving the Title of the Tenants*] And alſo all that the ſaid Parcel of Land or Ground lately belonging to the ſaid *S. S.* Widow, *S. S.* Spinſter, and *T. T.* or ſome or one of them, alſo lying and being in *Q. Field* aforeſaid, and containing about one Acre, more or leſs, and abutting upon the North Weſt Part upon the firſt of the ſaid two firſt herein before-mentioned Parcels of Land or Ground, and on the South Eaſt Part upon an Acre of Land, now or late, or ſome Time, belonging to the ſaid *R. R.* lying in *Q. Field* aforeſaid; [*here follow more Parcels*] or howſoever otherwiſe the ſaid Lands, Grounds, Hereditaments and Premiſſes, or any of them, are or have been called, known or diſtinguiſhed, or howſoever otherwiſe the ſame, or any of them, are abutted or bounded; And all Plantations and Trees of what Kind and Nature ſoever, Hedges, Ditches, Ways, Paſſages, Waters, Watercourſes, Commons, Profits, Commodities, Emoluments, Liberties, Privileges, Advantages and Hereditaments whatſoever, to the ſaid Lands, Grounds, Hereditaments and Premiſſes, or any of them, belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid hereby granted Lands, Grounds, Hereditaments and Premiſſes, and of every of them, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt,

Intereſt, Uſe, Truſt, Poſſeſſion, Freehold, Inheritance, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *A. A.* in, unto, or out of the ſame Lands, Grounds, Hereditaments and Premiſſes, or any of them, or any Part thereof; **To have and to hold** the ſaid Lands, Grounds, Hereditaments, and all and ſingular other the Premiſſes hereby granted, bargained and ſold, or meant, mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *D. D. G. G.* and *L. L.* their Heirs and Aſſigns, to the only Uſe and Behoof of them the ſaid *D. D. G. G.* and *L. L.* and of their Heirs and Aſſigns for ever, freely, clearly and abſolutely enfranchiſed, acquitted and diſcharged by theſe Preſents, from henceforth for ever hereafter, of and from all and all Manner of yearly and other Payments, Rents, Quit-Rents, Chief-Rents, cuſtomary or Copyhold Rents, Fines, Heriots, Fealty, Suit of Court, and all other uſual and cuſtomary or Copyhold Payments, Duties, Services or Cuſtoms whatſoever, which by or according to the Cuſtom of the ſaid Manor of *O.* the ſaid Parcels of Land, Ground, Hereditaments and Premiſſes hereby granted, bargained and ſold, or any of them, is or are, or hath or have been, or ought otherwiſe to be ſubject or liable to, or charged with, or which otherwiſe ought to be paid, done or performed, for or in reſpect of the ſame Parcels of Land, Ground, Hereditaments and Premiſſes, or any of them, or any Part thereof, as Copyhold, holden of or as Parcel of the ſaid Manor. **Provided** always, and 'tis the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that theſe Preſents, or any Clauſe, Matter or Thing herein contained, ſhall not extend, or be deemed, taken or conſtrued to extend, to enfranchiſe or make free the remaining or any other Parts of the ſeveral Copyhold Lands or Tenements, not herein before granted, and now or late of them the ſaid *D. D. G. G.* and *L. L.* or any of them, or to acquit or diſcharge the ſaid remaining or other Parts from any Payments, Rents, Quit-Rents, Fines,

Fines, Heriots, Fealty, Suit of Court, or any other Payments, Duties, Cuſtoms or Services, which by or according to the Cuſtom of the aforeſaid Manor, the ſaid reſpective Copyhold Lands or Tenements, or any of them, have at any Time heretofore been ſubject or liable to, or charged with, or which have been or ought to have been paid, done or performed, for or in reſpect of the ſaid reſpective Lands or Tenements, as Copyhold and Parcel of the ſaid Manor; neither ſhall the yearly Quit-Rents, whereby the ſaid Lands or Tenements are ſeverally holden, be apportioned, divided, leſſened or extinguiſhed by reaſon of theſe Preſents, or of the Grant and Enfranchiſement hereby made, but the ſame ſhall be paid, done and performed only out of and for and in reſpect of the ſaid remaining Parts of the ſaid Copyhold Lands or Tenements not hereby granted, and no Part thereof out of or for or in reſpect of the ſaid hereby granted Lands, Grounds, Hereditaments and Premiſſes, or any Part thereof: And the ſaid *A. A.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid *D. D. G. G.* and *L. L.* their Heirs and Aſſigns, by theſe Preſents, in Manner following, (that is to ſay) that he the ſaid *A. A.* at the inſtant Time of the Sealing and Delivery of theſe Preſents is and ſtandeth rightfully, lawfully and ſolely ſeiſed to his own Uſe of a good, abſolute, indefeaſible and perfect Eſtate of Inheritance in Fee-ſimple of and in the Manor of *O.* aforeſaid, without any Condition, Proviſo, or any Uſe or Uſes, Remainder or Remainders, Truſt or Truſts, or other Reſtraint, Matter or Thing whatſoever, to alter, change, charge, fruſtrate, determine, make void, or incumber the ſame in Law or Equity: And alſo that he the ſaid *A. A.* now hath in himſelf good Right, full Power, and lawful and abſolute Authority, to grant, bargain, ſell and enfranchiſe all and ſingular the aforeſaid ſeveral Parcels of Land, Ground, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted, bargained and ſold, with their Appurtenances, unto them

them the ſaid *D. D. G. G.* and *L. L.* their Heirs and Aſſigns, to the Uſe of them, their Heirs and Aſſigns for ever, according to the Purport and Intent of theſe Preſents. And further, That they the ſaid *D. D. G. G.* and *L. L.* their Heirs and Aſſigns, ſhall and may now, and at all Times for ever hereafter, lawfully, peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid Lands, Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted, bargained, ſold and enfranchiſed, with their Appurtenances, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *A. A.* his Heirs or Aſſigns, or any of his Anceſtors, and free and clear, and freely, clearly and abſolutely acquitted, exonerated and diſcharged, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Alienations, Eſtates, Intails, Uſes, Wills, Legacies, Statutes, Recognizances, Judgments, Extents, Outlawries, Executions, Rents, Annuities, Jointures, Dowers, and Right and Title of Dower, Fines, Seiſures, Truſts, Amerciaments, Iſſues, Debts, and all other Eſtates, Intereſts, Titles, Demands, Charges and Incumbrances whatſoever, had, made, done, committed, omitted, procured, ſuffered, given or executed, or to be had, made, done, committed, omitted, procured, ſuffered, given or executed, by or againſt the ſaid *A. A.* his Heirs or Aſſigns, or any of his Anceſtors, or any other Perſon or Perſons lawfully claiming or to claim, by, from or under him or them, or any of them; And alſo of, from and againſt all and all Manner of yearly and other Payments, Rents, Quit-Rents, Chief-Rents, Cuſtomary or Copyhold-Rents, Fines, Heriots, Fealty, Suit of Court, and other cuſtomary or Copyhold Duties, Services or Cuſtoms whatſoever, which by or according to the Cuſtom of the Manor aforeſaid the ſaid hereby bargained and ſold Premiſſes, or any of them, have or hath been,

or

or ought otherwiſe to have been ſubject or liable to, or charged with, or which otherwiſe ought to have been paid, done or performed, for or in reſpect of the ſame Premiſſes, or any Part thereof, as Copyhold holden of, and as Parcel of the ſaid Manor: And moreover that he the ſaid *A. A.* and his Heirs, and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim, any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid herein before granted, bargained and ſold Premiſſes or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or any of his Anceſtors, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges of them the ſaid *D. D. G. G.* and *L. L.* or any of them, their or any of their Heirs or Aſſigns, make, do or execute, or cauſe or procure to be made, done or executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying, enfranchiſing and aſſuring of the ſame Premiſſes, with their Appurtenances, unto and to the Uſe of them the ſaid *D. D. G. G.* and *L. L.* their Heirs and Aſſigns, be the ſame by Fine, Feoffment, Bargain and Sale inrolled, Common Recovery, or otherwiſe howſoever, as by the ſaid *D. D. G. G.* and *L. L.* or any of them, their or any of their Heirs or Aſſigns, or any of their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In Witneſs, &c.

A com-

A common Chattel-Leaſe for Fourſcore and nineteen Years, if three Lives live ſo long.

THIS Indenture made, &c. Between *T. L.* of, &c. in the County of, &c. Eſq; of the one Part, and *E. C.* of, &c. in the ſaid County of, &c. Gent. of the other Part, Witneſſeth, That the ſaid *T. L.* as well for and in Conſideration of the Surrender of a former Leaſe granted by *A. L.* of, &c. Eſq; unto *C. F.* of, &c. Yeoman, of the Land and Premiſſes herein after demiſed, for the Term of fourſcore and nineteen Years, determinable on the ſeveral Deceaſes of the ſaid *F. C.* and *E. C.* and *A C.* his Sons, as alſo for and in Conſideration of the Sum of forty Pounds of lawful Money of *Great Britain* unto him the ſaid *T. L.* in Hand well and truly paid by the ſaid *F. C.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *T. L.* doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, Hath demiſed, granted, and to Farm let, and by theſe Preſents Doth demiſe, grant, and to Farm let, unto the ſaid *E. C.* All that Meſuage or Tenement, with an Orchard, Garden and Cloſe called *H. Cloſe*, thereunto adjoining, containing by Eſtimation ſix Acres, or thereabouts, ſituate, lying and being, in, &c. aforeſaid; and now or late in the Tenure or Occupation of the ſaid *E. C.* his Aſſignee or Aſſignees: (Except twenty Lug of Ground, with a Houſe thereupon erected, and formerly by him the ſaid *E. C.* ſurrendered, and afterwards granted to *J. L.* And alſo twenty Lug of Ground more, formerly likewiſe by him the ſaid *E. C.* ſurrendered, and afterwards granted to *M. C.* And alſo all Timber Trees, and all young Trees fit and proper to be raiſed and preſerved for Timber-Trees, together with their Tops and Shrouds now ſtanding, growing, or being, or

which ſhall hereafter ſtand, grow, or be in or upon the ſaid Premiſſes, or any Part thereof, with free Liberty to ſell, cut down, take and carry away the ſame, at all ſeaſonable and convenient Times, unto the ſaid *T. L.* his Heirs and Aſſigns, always excepted and reſerved); **To have and to hold** the ſaid Meſuage or Tenement, Garden, Orchard and Premiſſes, before granted, and every Part and Parcel thereof, with the Appurtenances, (except before excepted) unto the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during and unto the full End and Term of fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended; if he the ſaid *E. C. M.* his Wife, and *E.* his Son, or any or either of them ſhall ſo long happen to live; **Yielding and paying** therefore Yearly, during the ſaid Term hereby granted unto the ſaid *T. L.* his Heirs and Aſſigns, the Rent or Sum of four Shillings of lawful Money of *Great Britain*, at and upon the Feaſt-Days of the Annunciation of the Bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; **And doing** Suit and Service to the Court and Courts of the ſaid *T. L.* his Heirs and Aſſigns, to be from Time to Time holden in and for the Manor of, *&c.* aforeſaid; and there to be ordered and juſtified in all Things touching the ſaid Premiſſes, as other the Tenants of the ſaid Manor for their reſpective Eſtates are, ſhall, or ought to be. **And** if it ſhall happen the ſaid yearly Rent of four Shillings to be behind and unpaid in Part or in the Whole, by the Space of thirty Days next after either of the ſaid Feaſts or Days of Payment, on which the ſame ought to be paid as aforeſaid, being lawfully demanded, and not paid, and no ſufficient Diſtreſs or Diſtreſſes in or upon the ſaid Premiſſes can or may be found, whereby the ſame may be levied; that then, and at all Times from thenceforth, it ſhall and may be lawful to and for the ſaid *T. L.* his Heirs and Aſſigns, into the before demiſed Premiſſes, with the Appurtenances, wholly to re-enter, and the ſame to have again

again, repoſſeſs and enjoy, as in his or their former Right and Eſtate; And the ſaid *E. C.* Party to theſe Preſents, his Executors, Adminiſtrators and Aſſigns, from and out of the ſame from thenceforth utterly to expel, amove, and put out; this Indenture, or any Thing therein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *E. C.* Party to theſe Preſents, for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid *T. L.* his Heirs and Aſſigns, by theſe Preſents, That he the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them, at his and their or ſome or one of their own proper Coſts and Charges, ſhall and will from Time to Time, and at all Times during the ſaid Term hereby granted, well and ſufficiently repair, maintain, ſuſtain, uphold, amend, and keep the before demiſed Premiſſes, and every Part and Parcel thereof, with the Appurtenances, in, by and with all and all manner of needful and neceſſary Reparations whatſoever, when and as often as Need ſhall require, and the ſame ſo well and ſufficiently repaired, maintained, ſuſtained, upheld and kept, in the End, Expiration, or other ſooner Determination of the ſaid Term hereby granted unto the ſaid *T. L.* his Heirs and Aſſigns, ſhall and will leave and yield up. And the ſaid *T. L.* doth for himſelf, his Heirs and Aſſigns, and for every of them, covenant, promiſe and grant, to and with the ſaid *E. C.* Party to theſe Preſents, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That (for and under the Rent, Covenants and Agreements before, in and by theſe Preſents mentioned and contained) it ſhall and may be lawful to and for the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times during the ſaid Term hereby granted, quietly and peaceably to have, hold, uſe, occupy, poſſeſs and enjoy the before demiſed Premiſſes, and every Part and Parcel thereof, with the Appurtenances, (except before excepted) without the lawful Let, Suit, Trouble, Interruption

ruption or Denial of the ſaid *T. L.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, lawfully claiming or to claim any Right, Title or Intereſt, from, by or under him, them, or any or either of them. In Witneſs, &c.

In the Tenant's Covenant above for Repairs, if it be Land only, then ſay, [Well and ſufficiently repair, amend, maintain, hedge, ditch, cleanſe, and keep all the Hedges, Ditches and Fences of the before-demiſed Premiſſes, when and as often as Need or Occaſion ſhall be or require, and the ſame ſo well and ſufficiently repaired, amended, maintained, hedged, ditched, cleanſed and kept, at the End, Expiration, &c.] *at ſupra.*

There needs no Acquittance on the Backſide for the Purchaſe-Money.

Tenant's Covenant to entertain the Steward, in a Chattel-Leaſe of the Capital Meſuage of the Manor.

AND alſo that he the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, ſhall and will at his and their own proper Coſts and Charges, from Time to Time, and at all Times during the ſaid Term hereby granted, find and provide to and for the Steward and Officers of the ſaid *T. L.* his Heirs and Aſſigns, for the Time being, at ſuch Time as they ſhall come to keep Court, or ſurvey the ſaid Manor of, &c. ſufficient and convenient Man's Meat, Horſe-Meat, and Lodging, ſo as they exceed not the Number of ſix Perſons and Horſes at any ſuch Time, and ſo as they come thither not above twice in any one Year, and continue there not above one Day and one Night at any of thoſe Times.

A large

A large Leaſe for Fourſcore and nineteen Years, if three Lives live ſo long; with Variety of good Covenants.

THIS Indenture made, &c. Between *A. B.* the Younger, (eldeſt Son and Heir of *A. B.* the Elder) of, &c. Eſq; and Lord of the Manor of, &c. of the one Part, and *A. F.* of, &c. aforeſaid, Yeoman, of the other Part, Witneſſeth, That the ſaid *A. B.* the Younger, as well for and in Conſideration of a Surrender lately made by the ſaid *A. F.* and one *S. P.* of, &c. unto him the ſaid *A. B.* of all the Eſtate, Right, Title and Intereſt which they claimed to hold for their Lives, of and in the Meſuage or Tenement, and Premiſſes, with the Appurtenances herein after-mentioned, by Copy of Court-Roll, granted by, &c. bearing Date, &c. as alſo for and in Conſideration of the Sum of, &c. of lawful Money, &c. unto him the ſaid *A. B.* the Younger in Hand well and truly paid by the ſaid *A. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A. B.* the Younger doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *A. F.* his Executors, Adminiſtrators and Aſſigns for ever, by theſe Preſents, Hath demiſed, granted, and to Farm let, and by theſe Preſents Doth demiſe, grant, and to Farm let, unto the ſaid *A. F.* All that Meſuage or Tenement, with an Orchard, and about thirteen Acres of Land, Meadow and Paſture, be it more leſs, and five Acres of Woods by Allotment, to be had and cut out of the common Woods of the Manor of, &c. aforeſaid, to the ſaid Meſuage or Tenement belonging, ſituate, lying and being in, &c. aforeſaid, and late in the Tenure of, &c. deceaſed, his Aſſigns or Under-Tenants; and alſo all Ways, Waters, Watercourſes, Paths, Paſſages, Eaſements, Profits, Commons, Commodities

and Appurtenances whatſoever, unto the ſaid Meſuage or Tenement, or any Part thereof, now or at any Time heretofore belonging or appertaining; **Except** and always reſerved out of this preſent Demiſe and Grant unto the ſaid *A. B.* the Younger, his Heirs and Aſſigns, all Timber-Trees, and Trees likely to prove Timber, now ſtanding, growing or being, or which ſhall or may at any Time hereafter ſtand, grow or be, in or upon the ſaid Premiſſes, or any Part thereof, (other than ſuch Boots as is herein after-mentioned) and alſo all Mines and Quarries of Stone and Salt, and all other Mines whatſoever, in or upon the ſaid Premiſſes, or any Part thereof, with Liberty to cut down, dig up, and carry away the ſame at ſeaſonable Times; he the ſaid *A. B.* the Younger, his Heirs or Aſſigns, paying unto the ſaid *A. F.* his Executors, Adminiſtrators and Aſſigns, ſuch reaſonable Damages as ſhall be adjudged by two indifferent Perſons, one to be choſen by the ſaid *A. B.* the Younger, his Heirs or Aſſigns, and the other by the ſaid *A. F.* his Executors, Adminiſtrators or Aſſigns; and alſo free Liberty of Hawking, Hunting, Fiſhing and Fowling in and upon the ſaid Premiſſes, and every or any Part thereof; **To have and to hold** the ſaid Meſuage or Tenement, and Premiſſes, and every Part thereof, with the Appurtenances, (except before excepted) unto the ſaid *A. F.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date hereof, for and during and unto the full End and Term of fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended; if he the ſaid *A. F.* aged about thirty Years, *J. F.* his Son, aged about ten Years, and *W. M.* Son of, *&c.* of, *&c.* aged about twenty Years, or any or either of them, ſhall ſo long happen to live: **Yielding and paying** therefore Yearly and every Year during the ſaid Term hereby granted unto the ſaid *A. B.* the Younger, his Heirs and Aſſigns, the Rent or Sum of, *&c.* of lawful Money, *&c.* at and upon the two moſt uſual Feaſts or Terms in the Year, that is to ſay, the Feaſt of the Annunciation of the bleſſed Virgin

Virgin *Mary*, and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and be made at the Feaſt of the Annunciation of the bleſſed Virgin *Mary* next coming: **And alſo yielding and paying** at and upon the Death or Deceaſe of the ſaid *A. F.* the beſt Beaſt or Goods of the ſaid *A. F.* or in Lieu thereof the Sum of, *&c.* in Money, at the Election of the ſaid *A. B.* his Heirs and Aſſigns, for and in the Name of an Heriot; and alſo at and upon the Death or Deceaſe of the ſaid *J. F.* (he dying after the ſaid *A. F.*) the beſt Beaſt or Goods, or in Lieu thereof the like Sum of, *&c.* in Money, for and in the Name of another Heriot; and alſo at and upon the Death or Deceaſe of the ſaid *W. M.* (he dying after the ſaid *A. F.* and *J. F.*) the beſt Beaſt or Goods, or in Lieu thereof the like Sum of, *&c.* in Money, for and in the Name of another Heriot: **And alſo yielding, doing and performing,** upon reaſonable Summons and Warning, Suit, Service and Attendance, to and at all and every the Court and Courts to be holden during the ſaid Term, for and within the ſaid Manor of, *&c.* and to be ſworn with the Homage, and be ordered and juſtified in all Things by ſuch reaſonable Orders and Ordinances, as by the Steward and Homage for the Time being ſhall be from Time to Time made and agreed upon; and as other the Tenants of the ſaid Manor are or ought to be by the Law, Cuſtom and Uſage of the ſaid Court and Courts: And alſo yielding, doing and performing, from Time to Time, and at all Times during the ſaid Term, Suit, Toll, Cuſtom and Service, to and at the Water Griſt-Mill of and belonging to the Lord of the ſaid Manor, by grinding all his and their Corn and Grain there. **All which** Rents, Heriots, Reſervations, Clauſes and Agreements, which on the Part and Behalf of the ſaid *A. F.* his Executors, Adminiſtrators and Aſſigns, are and ought to be paid, yielded, done, obſerved, performed and kept, he the ſaid *A. F.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe, grant and agree, to and with the

ſaid *A. B.* the Younger, his Heirs and Aſſigns, well and truly to yield, pay, do, obſerve, perform and keep, according to the true Intent and Meaning of theſe Preſents. And if it ſhall happen the ſaid yearly Rent, or Sums of Money for Heriots, or any Part thereof, to be behind and unpaid in Part, or in the Whole, by the Space of eight and twenty Days next after either of the ſaid Feaſts or Days of Payment, whereon the ſame ſhould or of Right ought to be paid as aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs or Diſtreſſes in or upon the ſaid Premiſſes can or may be found, whereby the ſame may be levied: Or if the ſaid *A. F.* his Executors or Adminiſtrators, do or ſhall alien, let, ſet, aſſign or demiſe the ſaid Premiſſes, or any Part thereof, to any Perſon or Perſons whatſoever, (other than to or in Truſt for the ſaid *J. F.* and *W. M.*) for any longer Time or Term than one whole Year at any one Time, without the ſpecial Licence and Conſent of the ſaid *A. B.* the Younger, his Heirs or Aſſigns, or of the Steward of the ſaid Manor for the Time being, firſt had and obtained in Writing under his or their Hands and Seals for the doing thereof; That then, and from thenceforth, for either of the Cauſes aforeſaid, it ſhall and may be lawful to and for the ſaid *A. B.* the Younger, his Heirs and Aſſigns, into and upon the ſaid demiſed Premiſſes, or into any Part thereof, in the Name of the Whole, to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in his or their firſt and former Eſtate, Right, Title and Degree; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *A. F.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree, to and with the ſaid *A. B.* the Younger, his Heirs and Aſſigns, in Manner following; that is to ſay, that he the ſaid *A. F.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them, at his and their, or ſome or one of their own proper Coſts and Charges, ſhall and will from Time to Time, and at all Times, during the ſaid Term hereby granted, determinable as aforeſaid, well and

and ſufficiently repair, maintain, ſuſtain, uphold, amend, fence, hedge, ditch, and keep all and ſingular the before demiſed Meſuage, or Tenement and Premiſſes, in all and all manner of needful and neceſſary Reparations and Amendments whatſoever, when and as often as Need ſhall require (having and taking, in and upon the ſaid Premiſſes, ſufficient Boots for the doing thereof, if the ſame be there to be had, without committing any Waſte or Spoil, to be ſpent and employed in and upon the ſaid Premiſſes only, and not elſewhere) and the ſame being ſo well and ſufficiently repaired, maintained, ſuſtained, upheld, amended, fenced, hedged, ditched, and kept, at the End, Expiration, or other ſooner Determination of the ſaid Term hereby granted, unto the ſaid *A. B.* the Younger, his Heirs or Aſſigns, ſhall and will peaceably and quietly leave, yield up, and ſurrender; And alſo that he the ſaid *A. F.* his Executors, Adminiſtrators or Aſſigns, ſhall not, nor will at any Time, during the ſaid Term hereby granted, do or commit, or permit or ſuffer to be done or committed, any wilful or voluntary Waſte, Spoil or Deſtruction, in or upon the ſaid Premiſſes, or any Part thereof. And the ſaid *A. B.* the Younger, for himſelf, his Heirs and Aſſigns, doth covenant, promiſe, grant and agree, to and with the ſaid *A. F.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That (for and under the yearly Rent, Heriots, Covenants and Agreements herein before mentioned and contained) he the ſaid *A. F.* his Executors, Adminiſtrators and Aſſigns, ſhall and may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the before-demiſed Premiſſes, and every Part thereof, with the Appurtenances, (except before excepted) for and during all the ſaid Term hereby granted, (determinable as aforeſaid) without the Let, Suit, Trouble, Moleſtation, Diſturbance or Denial of him the ſaid *A. B.* the Younger, his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, lawfully claiming or to claim any Right, Title or Intereſt therein, or thereunto, from, by or under him, them, or any of them, or from

from, by, or under *A. S.* late of, *&c.* deceaſed. **And laſtly**, It is hereby covenanted and agreed, by and between the ſaid Parties to theſe Preſents, That the ſaid *A. F.* ſhall and may have free Liberty to alter and exchange either of the Lives now in Being on the Premiſſes aforeſaid freely, without paying any Fine for the ſame to the ſaid *A. B.* the Younger, his Heirs or Aſſigns: **Provided** ſuch Alteration and Exchange of one of the ſaid Lives be made within the Space of two Years next enſuing the Date of theſe Preſents; and that all the ſaid Lives now upon the Premiſſes be at that Time living, and in good and perfect Health; but upon no other Conditions whatſoever; any thing herein contained to the contrary notwithſtanding. **In Witneſs**, &c.

A Chattel Leaſe for Fourſcore and nineteen Years, if Three Lives live ſo long, from a Guardian in the Minority of the Lord, with a Covenant for the Tenant to build a Houſe, &c.

THIS Indenture made, *&c.* **Between** *A. B.* of, *&c.* Eſq; of the one Part, and *R. P.* of, *&c.* Yeoman, of the other Part, **Witneſſeth**, That the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* of lawful Money, *&c.* to him in hand paid by the ſaid *R. P.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid *R. P.* his Executors and Adminiſtrators, by theſe Preſents, **Hath** demiſed, granted, and to Farm let, and by theſe Preſents **Doth** demiſe, grant, and to Farm let, unto the ſaid *R. P.* **All that** Piece or Parcel of Ground, being ſixty Foot ſquare, lying and being in, *&c.* aforeſaid, adjoining to the Houſe of, *&c.* together with all Ways and Appurtenances thereto belonging; **To have and to hold** the ſaid demiſed Premiſſes,

miſſes, and every Part thereof, with the Appurtenances, unto the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during and unto the full End and Term of Fourſcore and nineteen Years from thence next enſuing, and fully to be compleat and ended, if he the ſaid *R. P. M. P.* his Wife, and *D. P.* their Daughter, or any or either of them, ſhall ſo long happen to live: **Yielding and paying** therefore yearly and every Year, during the ſaid Term hereby granted, unto the ſaid *A. B.* or ſuch Perſon or Perſons to whom the Inheritance of the ſaid Premiſſes ſhall belong, the Rent of one Shilling of lawful Money of *Great Britain*, at the two moſt uſual Feaſts or Terms in the Year; that is to ſay, the Feaſts of St. *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions: And alſo yielding and paying the like Sum of one Shilling of like lawful Money upon the Deceaſe of every of them, the ſaid *R. P. M. P.* and *D. P.* dying ſucceſſively, as they are herein named for and in the Name of an Heriot; and alſo yielding, doing and performing, upon reaſonable Summons and Warning, Suit, Service and Attendance, to and at all and every the Court and Courts to be holden during the ſaid Term, for and within the ſaid Manor of, *&c.* and there to be ordered and juſtified in all Things by ſuch reaſonable Orders and Ordinances as by the Steward and Homage for the Time being ſhall be from Time to Time made and agreed upon, and as other the Tenants of the ſaid Manor are or ought to be by the Law, Cuſtom and Uſage of the ſaid Court and Courts: And alſo yielding, doing and performing, from Time to Time, during the ſaid Term, Suit, Toll, Cuſtom and Service, to and at the Water Griſt-Mill of and belonging to the Lord of the ſaid Manor, by grinding all his and their Corn and Grain there. **All which** Rents, Heriots, Reſervations, Clauſes and Agreements, which on the Part and Behalf of the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, are and ought to be paid, yielded, done, obſerved and kept, he the ſaid *R. P.* for himſelf,

himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe, grant and agree, to and with the ſaid *A. B.* his Heirs and Aſſigns, well and truly to yield, pay, do, obſerve, perform and keep, according to the true Intent and Meaning of theſe Preſents: And alſo that he the ſaid *R. P.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, within the Space of one Year next enſuing the Date hereof, at his and their own proper Coſts and Charges, well and ſufficiently erect, build and ſet up, a good ſubſtantial Houſe or Houſes on the ſaid demiſed Premiſſes; and the ſame being ſo erected, built and ſet up, as aforeſaid, ſhall and will, from Time to Time, and at all Times, during the Term hereby granted, at his and their own proper Coſts and Charges well and ſufficiently repair, uphold, maintain and keep, in and with all needful and neceſſary Reparations whatſoever, when and as often as Need ſhall be or require, and at the End of the ſaid Term, the ſame being ſo well and ſufficiently repaired, upheld, maintained and kept, unto the ſaid *A. B.* or ſuch Perſon or Perſons to whom the Inheritance of the ſaid Premiſſes ſhall belong, ſhall and will peaceably and quietly leave and yield up: Provided always, That if the ſaid yearly Rent and Heriots, or any Part thereof, ſhall happen to be behind and unpaid, in Part or in the Whole, by the Space of one and twenty Days next after either of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid as aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs to be had or found in or upon the ſaid demiſed Premiſſes, whereby the ſame may be levied: Or if the ſaid *R. P.* his Executors or Adminiſtrators, do or ſhall alien, let, ſet or aſſign or demiſe the ſaid Premiſſes, or any Part thereof, to any Perſon or Perſons whatſoever, for any longer Term than one whole Year at any one Time, without the ſpecial Licence and Conſent of the ſaid *A. B.* or ſuch Perſon or Perſons to whom the Inheritance of the ſaid Premiſſes ſhall belong, firſt had and obtained in Writing under his or their Hands: That then and from thenceforth, in either of the ſaid Caſes, it ſhall and may be lawful

to and for the ſaid *A. B.* or ſuch Perſon or Perſons to whom the Inheritance of the ſaid Premiſſes ſhall belong, into the ſaid demiſed Premiſſes, or into any Part thereof, in the Name of the Whole, to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their firſt and former Eſtate or Eſtates; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe, grant and agree, to and with the ſaid *R. P.* his Executors and Adminiſtrators by theſe Preſents, That he the ſaid *R. P.* his Executors, Adminiſtrators and Aſſigns, (for, by and under the yearly Rent, Heriots, Covenants, Proviſions, Conditions and Agreements herein before mentioned and expreſſed) ſhall and lawfully may, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid demiſed Premiſſes, and every Part thereof, with the Appurtenances, for and during the Term hereby granted, in Manner and Form aforeſaid, without the lawful Let, Suit, Trouble, Moleſtation, Eviction, Ejection, Denial or Expulſion of him the ſaid *A. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, lawfully claiming or to claim any Right, Title or Intereſt, by, from or under him, them, or any of them. In Witneſs, &c.

A Chattel Leaſe in Reverſion, with very good Covenants.

THIS Indenture made, *&c.* Between *A. B.* of, *&c.* Eſq; of the one Part, and *J. C.* of, *&c.* Spinſter, of the other Part, Witneſſeth, That for and in Conſideration of the Sum of, *&c.* of lawful Money, *&c.* unto him the ſaid *A. B.* in Hand paid by the ſaid *J. C.* the Receipt whereof he doth hereby confeſs and acknowledge, he the ſaid *A. B.* hath demiſed, granted, and to Farm let, and by theſe Preſents doth demiſe, grant, and to Farm let, unto the ſaid *J. C.* All that Meſuage, *&c.* wherein one *R. D.* formerly inhabited

inhabited and dwelt, and now in the Poſſeſſion of *M. O.* or her Under-Tenants, with all Houſes, Edifices, Buildings, Gardens, Orchards, Backſides, Outlets, Lands, Meadows, Paſtures, Commons, Commodities, Emoluments, Ways, Waters, Eaſements, and Appurtenances in, *&c.* aforeſaid, to the ſaid Meſſuage or Tenement belonging, or therewith uſually held, letten or occupied, and accepted and taken as Part, Parcel or Member thereof, or of any Part thereof: All which ſaid Premiſſes are now in the Poſſeſſion of the ſaid *M. O.* and which ſhe holds for Term of her Life, or of ſome long Term of Years, determinable on her Death, (Excepting, and always reſerving out of theſe Preſents unto the ſaid *A. B.* his Heirs and Aſſigns, all Timber-Trees and Trees likely to be Timber, which now do, or hereafter ſhall ſtand, grow, or be in or upon the ſaid demiſed Premiſſes, together with free Liberty of Ingreſs, Egreſs and Regreſs, to and for the ſaid *A. B.* his Heirs and Aſſigns, to fell, cut and carry away the ſame, at fit and ſeaſonable Times in the Year); To have and to hold all and ſingular the ſaid Meſſuage, Tenement and Premiſſes above-mentioned, with the Appurtenances, (except before excepted) unto the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns, from and immediately after the Death, Surrender, Forfeiture, or other Determination of ſuch Eſtate of the ſaid *M. O.* for and during the Term of Fourſcore and nineteen Years thence next and immediately enſuing and following, and fully to be complete and ended, if ſhe the ſaid *J. C.* and *T. R.* Son of, *&c.* of, *&c.* or either of them, ſhall happen ſo long to live: Yielding and paying therefore from and immediately after the Commencement of the ſaid Term hereby granted, and during the Continuance thereof, unto the ſaid *A. B.* his Heirs and Aſſigns, the yearly Rent of, *&c.* of lawful Money, *&c.* in and upon the Feaſts of, *&c.* by even and equal Portions; and alſo yielding and paying at and upon the Death and Deceaſe of each of them, the ſaid *J. C.* and *T. R.* they dying after the Commencement of the ſaid Term, and ſucceſſively as they

they are above named in theſe Preſents, the Sum of, &c. of lawful Money, &c. for and in the Name of an Heriot. And if the ſaid yearly Rent hereby reſerved, or any Part thereof, or the ſaid Money reſerved for Heriots as aforeſaid, or either of them, ſhall happen to be behind and unpaid in Part or in the Whole, by the Space of eight and twenty Days next after any or either of the ſaid Days or Times of Payment thereof, whereon the ſame ſhould or of Right ought to be paid as aforeſaid, and no ſufficient Diſtreſs or Diſtreſſes can or may be found in or upon the ſaid demiſed Premiſſes, or ſome Part thereof, whereby to levy the ſame with the Arrears thereof (if any ſhall happen to be); that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, into the ſaid Premiſſes hereby demiſed, or any Part thereof, in the Name of the Whole, to re-enter, and the ſame Premiſſes and every Part thereof to have again, re-poſſeſs and enjoy, as in his and their firſt and former Eſtate, Right, Title and Degree; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *J. C.* for herſelf, her Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *A. B.* his Heirs and Aſſigns, That ſhe the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his Heirs or Aſſigns, the ſaid yearly Rent and Heriots above reſerved, at the Days and Times, and in Manner and Form above expreſſed, according to the true Intent and Meaning of theſe Preſents, clear of and over and above all Taxes and Reprizes whatſoever; And alſo, that ſhe the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns, ſhall and will at all Times, during the ſaid Term hereby granted, well and ſufficiently repair, uphold, amend, maintain, hedge, ditch, and keep all and ſingular the ſaid Meſuage, or Tenement and Premiſſes hereby demiſed, in all and all manner of needful and neceſſary Reparations and Amendments whatſoever, when and as often as Need ſhall require;

and the ſame being ſo well and ſufficiently repaired, upheld, amended, hedged, ditched and kept, at the End, Expiration, or other ſooner Determination of the ſaid Term, unto the ſaid *A. B.* his Heirs and Aſſigns, ſhall and will peaceably and quietly leave and yield up. And alſo, that ſhe the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times during the ſaid Term, upon every reaſonable Summons and Warning to her or them, to be given or left at the Meſuage hereby demiſed, for her and them to be and perſonally appear, and do her and their Suit and Service at and unto all and every the Court and Courts of him the ſaid *A. B.* his Heirs and Aſſigns, to be from Time to Time holden and kept for the Manor of, *&c.* aforeſaid, ſhall and will then and there attend, and do and perform ſuch reaſonable Service as other Tenants of the ſaid Manor have been accuſtomed or ought to do; And alſo ſhall and will obſerve, perform and keep all and every ſuch reaſonable Orders and By-Laws as ſhall be made at the ſaid Court, or any of them, by the Homage of the ſaid Court, or the greater Number of them; And in Default thereof, ſhall and will pay all ſuch Amerciaments, Pains, Penalties and Forfeitures, as ſhall be ſet on, forfeited or loſt by reaſon of the Breach and Non-keeping of the ſaid Orders and By-laws, or any of them; And ſhall not nor will do, commit, permit, or ſuffer to be done or committed, any Waſte, Spoil or Deſtruction, in or upon the ſaid hereby demiſed Premiſſes, or any Part thereof. And the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns, That ſhe the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, during the ſaid Term, have and take in and upon the ſaid Premiſſes (if there to be found) ſufficient Timber for repairing the ſaid Meſuage and Premiſſes to be ſpent and uſed thereupon, and not elſewhere, without doing Waſte; And alſo, that ſhe the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns,

ſhall and may at all Times during the ſaid Term hereby granted, by and under the yearly Rent, Heriots, Covenants, Conditions and Agreements herein contained, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Premiſſes hereby demiſed, and every Part and Parcel thereof, with the Appurtenances (except before excepted), without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *A. B.* his Heirs and Aſſigns, or of any other Perſon and Perſons whatſoever claiming in, by, from or under him, them, or any of them: **Provided always**, and upon Condition, that if the ſaid *A. B.* his Heirs or Aſſigns, ſhall at any Time or Times after the Commencement of the ſaid Term give Notice in Writing to the ſaid *J. C.* her Executors or Adminiſtrators, or leave ſuch Notice at her or their uſual Place of Abode, or with the Tenant or Occupier of the greateſt Part of the ſaid hereby demiſed Premiſſes, for the ſaid *J. C.* or *T. R.* or one of them, to appear at the Court Baron of the ſaid *A. B.* his Heirs or Aſſigns, to be holden for the Manor of, *&c.* aforeſaid. And if after ſuch Notice the ſaid *J.* and *T.* or one of them, ſhall make Default or not appear at ſuch Court, that then if the Occupiers of the ſaid Premiſſes hereby demiſed ſhall not within one Year after ſuch Notice make it appear by the Oath of one or more credible Witneſs or Witneſſes, that the ſaid *J. C.* and *T. R.* or one of them, is in full Life, that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe and be void; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

Another Chattel Leaſe in Reverſion of two Third Parts of a large Meadow, &c. with ſeveral Habends *and* Reddends, *&c.*

THIS Indenture made, *&c.* Between *J. M.* of, *&c.* Eſq; of the one Part, and *G. H.* of, *&c.* Yeoman, of the other Part, Witneſſeth, That the ſaid *J. M.* for and in Conſideration of the Sum of, *&c.* of lawful Money, *&c.* unto him in Hand paid by the ſaid *G. H.* the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid *G. H.* his Executors and Adminiſtrators, by theſe Preſents Hath demiſed, granted, and to Farm let, and by theſe Preſents Doth demiſe, grant, and to Farm let, unto the ſaid *G. H.* All that the Third Part (in three Parts to be divided) of one hundred and twenty Acres of Paſture-Ground heretofore undivided, and Parcel of the North Part of that great Ground of Paſture commonly called or known by the Name of, *&c.* lying and being within the Manor of, *&c.* in the ſaid County of, *&c.* the ſame third Part of the ſaid Number of one hundred and twenty Acres, to begin and be taken at and from the Eaſt-End of the ſame North Part of the ſame Ground, and ſo to extend downwards towards the Sea there, until the ſame Third Part of the ſaid Number of one hundred and twenty Acres be made up and complete, according to the Meaſure of fifteen Foot to every Rod, as the ſame is now in the Poſſeſſion of the ſaid *G. H.* his Aſſigns or Under-Tenants, by Virtue of one Indenture or Leaſe bearing Date, *&c.* made and granted by, *&c.* unto *R. N.* then of, *&c.* for the Term of fourſcore and nineteen Years, determinable on the Deaths of *S. N. M. N.* and *R. N.* Sons and Daughter of the aforeſaid *R. N.* And alſo all that other Third Part (in three Parts to be divided) of the ſaid one hundred and twenty Acres of Paſture-Ground, *&c.* [*ut ſupra*] with all Ways, Waters, Watercourſes, Paths, Paſſages,

ſtages, Eaſements, Profits, Commons, Commodities and Appurtenances whatſoever, unto the ſaid Premiſſes or any Part thereof belonging or in any wiſe appertaining; **To have and to hold** the ſaid firſt mentioned Third Part of the ſaid one hundred and twenty Acres of the ſaid North Part of the ſaid Ground called, *&c.* and all other the Premiſſes before-mentioned to be granted by the ſaid firſt mentioned Indenture of Leaſe, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, (immediately from and after the Determination of the Eſtate of and in the ſame Premiſſes, by the ſaid firſt mentioned Indenture of Leaſe before-mentioned to be granted by the ſaid, *&c.* unto the ſaid *R. N.*) for, by and during, and unto the full End and Term of fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended, if *G. H.* Son of the ſaid *G. H.* Party to theſe Preſents, ſhall ſo long happen to live: **And to have and to hold** the ſaid laſt mentioned Third Part of the ſaid one hundred and twenty Acres of the ſaid North Part of the ſaid Ground called, *&c.* and all other the Premiſſes before-mentioned to be granted by the ſaid laſt Indenture of Leaſe ſecondly mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, (immediately from and after the Determination of the Eſtate of and in the ſame Premiſſes, by the ſaid Indenture of Leaſe ſecondly before-mentioned to be granted by the ſaid *J. M.* unto the ſaid *R. N.*) for, by and during, and until the full End and Term of fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended, if the ſaid *G. H.* Son of the ſaid *G. H.* Party to theſe Preſents, ſhall ſo long happen to live: **Yielding and paying** for the ſaid firſt mentioned Third Part of the ſaid one hundred and twenty Acres yearly and every Year, during the Continuance of the ſaid Term and Eſtate therein hereby granted unto the ſaid *J. M.*

his Heirs and Aſſigns, the yearly Rent or Sum of, *&c.* of lawful Money, *&c.* at two of the moſt uſual Feaſts or Terms in the Year; that is to ſay, the Feaſts of the Annunciation of the Bleſſed Virgin *Mary*, and St. *Michael* the Archangel, by even and equal Portions: The firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſt-days which ſhall firſt and next happen after the Determination of the ſaid firſt mentioned Indenture of the Leaſe; And alſo the Sum of, *&c.* on the Death of the ſaid *G. H.* the Son, if he ſhall happen to ſurvive the ſaid *S. N. M. N.* and *R. N.* for and in the Name of an Heriot: **And alſo yielding and paying** for the ſaid laſt mentioned Third Part of the ſaid one hundred and twenty Acres yearly and every Year, during the Continuance of the ſaid Term and Eſtate therein hereby granted unto the ſaid *J. M.* his Heirs and Aſſigns, the yearly Rent or Sum of, *&c.* of lawful Money, *&c.* at two of the moſt uſual Feaſts or Terms in the Year; that is to ſay, the Feaſt of St. *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions: The firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſt-days which ſhall firſt and next happen after the Determination of the ſaid Indenture of Leaſe above ſecondly mentioned: And alſo the Sum of, *&c.* on the Death of the ſaid, *G. H.* the Son, if he ſhall happen to ſurvive the ſaid, *&c.* for and in the Name of an Heriot. **And** if it ſhall happen the ſaid yearly Rents of, *&c.* and Heriots to be behind and unpaid, in Part or in all, by the Space of thirty Days next after any of the ſaid Feaſts or Days, or Times of Payment, on which the ſame ought to be paid, as aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs or Diſtreſſes in or upon the ſaid demiſed Premiſſes can or may be found, whereby the ſame may be levied; That then, and at all Times from thenceforth, it ſhall and may be lawful to and for the ſaid *J. M.* his Heirs and Aſſigns, into the before demiſed Premiſſes, with the Appurtenances, wholly to re-enter, and the ſame to have again,

again, repoſſeſs and enjoy, as in his or their firſt and former Right and Eſtate; and the ſaid *G. H.* Party to theſe Preſents, his Executors, Adminiſtrators and Aſſigns, from and out of the ſame from thenceforth utterly to expel, amove, and put out; this Indenture, or any thing therein contained, to the contrary thereof in any wiſe notwithſtanding. And the ſaid *G. H.* Party to theſe Preſents, for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *J. M.* his Heirs and Aſſigns, by theſe Preſents, That he the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *J. M.* his Heirs and Aſſigns, the ſaid yearly Rents and Heriots above reſerved, at the Days and Times, and in Manner and Form above expreſſed, according to the true Intent and Meaning of theſe Preſents: And alſo, That he the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, or ſome or one of them, at his and their, or ſome or one of their own proper Coſts and Charges, ſhall and will from Time to Time, and at all Times after the Commencement of the ſaid Terms hereby demiſed, and during the Continuance thereof, well and ſufficiently repair, amend, maintain, hedge, ditch, cleanſe and keep all the Hedges, Ditches and Fences of the before demiſed Premiſſes, when and as often as Need ſhall be or require; and the ſame ſo well and ſufficiently repaired, amended, maintained, hedged, ditched, cleanſed and kept, in the End, or other ſooner Determination of the ſaid Terms hereby granted unto the ſaid *J. M.* his Heirs and Aſſigns, ſhall and will quietly leave and yield up. And the ſaid *J. M.* doth for himſelf, his Heirs and Aſſigns, and for every of them, covenant, promiſe and grant, to and with the ſaid *G. H.* Party to theſe Preſents, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That (for and under the yearly Rents, Heriots, Covenants and Agreements, before in and by theſe Preſents mentioned and contained) he the ſaid *G. H.* his Executors,

Adminiſtrators and Aſſigns, ſhall and may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the before demiſed Premiſſes, with the Appurtenances, for and during all the ſaid Terms hereby granted, (commencing and determining as aforeſaid) without the lawful Let, Suit, Trouble, Interruption or Denial of the ſaid *J. M.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever lawfully claiming, or to claim, from, by or under him them, or any or either of them. **In Witneſs**, &c.

A Freehold Leaſe for Three Lives abſolute, with a Letter of Attorney to deliver Poſſeſſion.

THIS Indenture made, &c. **Between** the Right Honourable *T.* Lord *A.* of, &c. of the one Part, and *J. W.* of, &c. of the other Part, **Witneſſeth**, That the ſaid *T.* Lord *A.* for and in Conſideration of the Sum of, &c. of lawful Money, &c. to him in Hand paid by the ſaid *J. W.* before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *T.* Lord *A.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit and diſcharge the ſaid *J. W.* his Heirs, Executors, and Adminiſtrators for ever by theſe Preſents, **Hath** demiſed, granted, and to Farm let, and by theſe Preſents **Doth** demiſe, grant, and to Farm let, unto the ſaid *J. W.* **All that** Meſuage, &c. ſituate in, &c. aforeſaid, with all Houſes, Edifices, &c. to the ſaid Meſuage or Tenement belonging, or therewith uſually uſed, letten, or occupied, and accepted and taken as Part, Parcel, or Member thereof, or of any Part thereof; **To have and to hold** the ſaid Meſuage and Tenement, Lands and Premiſſes, with all and ſingular the Appurtenances, unto the ſaid *J. W.* his Heirs and Aſſigns, from the Day of the Date of theſe Preſents, for, by, and during the natural Lives of him the ſaid *J. W.* and *L. W.* Son of, &c. of, &c. and *J. W.* Son of, &c.

&c. of, *&c.* and for and during the natural Life of every and either of them longeſt living; *Yielding and paying* therefore yearly, during the ſaid Term, unto the ſaid *T.* Lord *A.* his Heirs and Aſſigns, the yearly Rent or Sum of, *&c.* of lawful Money, *&c.* at and upon the Feaſt-Days of the Annunciation of the Bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Parts and Portions: *And* if it ſhall happen the ſaid yearly Rent of, *&c.* to be behind and unpaid, in Part or in the Whole, by the Space of eight and twenty Days next after any of the ſaid Feaſts or Days of Payment on which the ſame ought to be paid as aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs or Diſtreſſes in or upon the ſaid Premiſſes can or may be found, whereby the ſame may be levied; That then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *T.* Lord *A.* his Heirs and Aſſigns, into the before-demiſed Premiſſes, with the Appurtenances, or into any Part thereof, in the Name of the Whole, to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their former Right and Eſtate: And the ſaid *J. W.* his Heirs and Aſſigns, from and out of the ſame from thenceforth utterly to expel, amove, and put out; this Indenture, or any Thing therein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *J. W.* for himſelf, his Heirs and Aſſigns, doth hereby covenant and grant to and with the ſaid *T.* Lord *A.* his Heirs and Aſſigns, That he the ſaid *J. W.* his Heirs and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T.* Lord *A.* his Heirs or Aſſigns, the ſaid yearly Rent above reſerved, at the Days and Times above expreſſed, according to the true Intent and Meaning of theſe Preſents; *And alſo*, That he the ſaid *J. W.* his Heirs and Aſſigns, ſhall and will, from Time to Time, and at all Times during the ſaid Term hereby granted, well and ſufficiently repair, maintain, ſuſtain, uphold, amend and keep the before-demiſed Meſuage, Tenement and Premiſſes, and every Part and Parcel thereof, with the

Appurtenances, in, by, and with all and all manner of needful and neceſſary Reparations whatſoever, when and as often as Need ſhall require; And the ſame ſo well and ſufficiently repaired, maintained, ſuſtained, upheld and kept, in the End, Expiration, or other ſoo er Determination of the ſaid Term hereby granted, unto the ſaid *T.* Lord *A.* his Heirs and Aſſigns, ſhall and will peaceably and quietly leave and yield up. And the ſaid *T.* Lord *A.* doth for himſelf, his Heirs and Aſſigns, and for every of them, covenant, promiſe and grant, to and with the ſaid *J. W.* his Heirs and Aſſig s, by theſe Preſents, That (by and under the Rent, Covenants and Agreements, before in and by theſe Preſents mentioned and contained) it ſhall and may be lawful to and for the ſaid *J. W.* his Heirs and Aſſi ns, from Time to Time, and at all Times, during the ſaid Term hereby granted, quietly and peaceably to have, hold, uſe, occupy, poſſeſs and enjoy the before demiſed Premiſſes, and every Part and Parcel thereof, with the Appurtenances, without the lawful Let, Suit, Trouble, Interruption or Denial of the ſaid *T* Lord *A.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, lawfully claiming, or to claim, any Right, Title or Intereſt from, by or under him, them, or any or either of them. And the ſaid *T.* Lord *A.* hath made, conſtituted and ordained, and by theſe Preſents doth make, conſtitute and ordain, and in his Place and Stead put *W. K.* of, *&c.* and *T. W.* of, *&c.* his true and lawful Attornies, jointly and ſeverally for him, and in his Name, to enter into and upon all and ſingular the before demiſed Premiſſes, or into ſome Part or Parcel thereof, in the Name of the Whole; and peaceable Poſſeſſion and Seiſin thereof, or of ſome Part or Parcel thereof, in the Name of the Whole, to take; and after ſuch Poſſeſſion and Seiſin thereof ſo had and taken, then the like peaceable Poſſeſſion and Seiſin thereof, or of ſome Part thereof, in the Name of the Whole, to deliver over unto the ſaid *J. W.* or to his certain Attorney or Attornies in that Behalf, to be by the ſaid *J. W.* lawfully authorized;

rized; To hold to him, his Heirs and Aſſigns, according to the Purport, true Intent and Meaning of theſe Preſents, hereby ratifying and allowing all and whatſoever his ſaid Attornies, or either of them, ſhall do in and about the Premiſſes, by Force and Virtue of theſe Preſents. In Witneſs, &c.

Livery and Seiſin to be indorſed on the Back-ſide of the preceding Leaſe.

BE it remembered, That on the ——— Day of, *&c.* in the Year, *&c. W. K.* one of the Attornies within nominated, Did enter into the within mentioned Meſuage or Tenement, and quiet and peaceable Poſſeſſion and Seiſin thereof did take in the Name of the Whole: And after ſuch Poſſeſſion and Seiſin ſo had and taken, the like quiet and peaceable Poſſeſſion and Seiſin did deliver over to the ſaid *J. W.* in his own proper Perſon; To hold to him the ſaid *J. W.* his Heirs and Aſſigns, according to the Tenor, Form and Effect of the within written Indenture of Leaſe. In the Preſence of us,

Witneſſes, { *R. C.* / *T. W.* } By me *W. K.*

An Aſſignment of a Leaſe for ninety-nine Years, if three Lives live ſo long.

THIS Indenture made, *&c.* Between *C. S.* of, *&c.* of the one Part, and *H. O.* of, *&c.* of the other Part: Whereas by Indenture of Leaſe bearing Date, *&c.* and made or mentioned to be made between the Right Honourable *H.* Lord *A.* Baron of *W.* in the County of, *&c.* of the one Part, and the ſaid *C. S.* of the other Part, he the ſaid Lord *A.* for the Conſiderations therein-mentioned, did demiſe, grant, and to Farm let, unto the ſaid *C. S.* all that Dwelling-

House,

Houſe, together with a Plat of Ground thereunto adjoining and belonging, containing by Eſtimation, &c. ſituate, lying and being within the Parish of, &c. aforeſaid, and then, or then late, in the Tenure or Occupation of *H. C.* his Aſſignee or Aſſigns; To hold unto the ſaid *C. S.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date thereof, for, by and during, and unto the full End and Term of fourſcore and nineteen Years thence next enſuing, and fully to be compleat and ended, if the ſaid *C. S. M.* his Wife, and *G.* his Daughter, or any or either of them, ſhould ſo long happen to live, at and under the yearly Rent of, &c. of lawful Money, &c. payable upon the Feaſt-Days of the Annunciation of the Bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Parts and Portions; And under and according to divers other Covenants, Grants, Articles and Agreements in the ſaid recited Indenture of Leaſe contained (whereunto Relation being had) more fully and at large it doth and may appear. **Now this Indenture Witneſſeth**, That for and in Conſideration of the Sum of, &c. of lawful Money, &c. to him the ſaid *C. S.* in Hand well and truly paid by the ſaid *H. O.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *C. S.* doth hereby acknowledge, and for divers other good Cauſes and Conſiderations him thereunto moving, **He** the ſaid *C. S.* **hath** bargained, ſold, aſſigned and ſet over, and by theſe Preſents **Doth** bargain, ſell, aſſign and ſet over, unto the ſaid *H. O.* her Executors, Adminiſtrators and Aſſigns, **All that** the before recited Dwelling-Houſe and Plot of Ground, and every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Term of Years yet to come and unexpired, Property, Claim and Demand whatſoever, of him the ſaid *C. S.* of, in or to the ſaid Premiſſes, or of, in or to any Part or Parcel thereof, together with the ſaid recited Indenture of Leaſe; **To have and to hold** the before-recited Dwelling-Houſe and Plot of Ground, and every Part and Parcel thereof, with the Appurtenances,

unto the ſaid *H. O.* her Executors, Adminiſtrators and Aſſigns, from the Day of the Date hereof, for, by and during all the Reſt, Reſidue and Remainder of the ſaid Term of Fourſcore and nineteen Years, in and by the ſaid recited Indenture of Leaſe mentioned and contained, yet to come and unexpired, if he the ſaid *C. S. M.* his Wife, and *G.* his Daughter, or any or either of them, ſhall happen ſo long to live, in as large, ample and beneficial Manner and Form, to all Intents, Conſtructions and Purpoſes whatſoever, as he the ſaid *C. S.* his Executors, Adminiſtrators or Aſſigns, now have or hath, may, might, ſhould or ought to have held and enjoyed the ſame by Force and Virtue of the ſaid recited Indenture, or by any other Ways or Means whatſoever. And the ſaid *C. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *H. O.* her Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, That he the ſaid *C. S.* hath not at any Time heretofore made, done or committed any Act, Matter or Thing whatſoever, whereby or wherewith the Premiſſes hereby aſſigned, or any Part or Parcel thereof, is, are or may be charg'd, impeach'd or incumbred in Eſtate, Title, Charge, or otherwiſe howſoever. And the ſaid *C. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *H. O.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That it ſhall and may be lawful to and for the ſaid *H. O.* her Executors, Adminiſtrators and Aſſigns, and every of them, from henceforth from Time to Time, and at all Times hereafter, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of Fourſcore and nineteen Years determinable as aforeſaid, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Dwelling-Houſe, and Plot of Ground hereby aſſigned, and every Part and Parcel thereof, without the Let, Trouble, Contradiction, or Denial of him the ſaid *C. S.* his Executors, Adminiſtrators or Aſſigns, or any of them,

them, or of any other Perſon or Perſons whatſoever, lawfully claiming the ſaid demiſed Premiſſes or any Part thereof, by, from or under him, them, or any or either of them, or by his or their Means or Procurement. And the ſaid *C. S.* for himſelf, his Executors and Adminiſtrators, and for every of them, doth further covenant, promiſe and grant, to and with the ſaid *H. O.* her Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, That the ſaid *C. S.* his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, at the Coſts and Charges in the Law of the ſaid *H. O.* her Executors or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices in the Law whatſoever, for the corroborating, ſtrengthening and confirming of the ſaid Term hereby aſſigned unto the ſaid *H. O.* her Executors, Adminiſtrators and Aſſigns; as by the ſaid *H. O.* her Executors, Adminiſtrators or Aſſigns, or any of them, or by her or their Counſel learned in the Law, ſhall be in that Behalf reaſonably adviſed, or deviſed and required. In Witneſs, &c.

Another very good Aſſignment of a Leaſe for Ninety-nine Years, if Three Lives live ſo long.

THIS Indenture made, &c. Between *S. B.* of &c. of the one Part, and *E. C.* of, &c. of the other Part: Whereas by Indenture of Leaſe, &c. [*Here recite the Leaſe as before.*] Now this Indenture witneſſeth, That the ſaid *S. B.* for and in Conſideration of the Sum of, &c. of lawful, &c. to her in Hand paid by the *J. C.* the Receipt whereof ſhe the ſaid *S. B.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth fully and abſolutely

lately releaſe, acquit and diſcharge the ſaid *E. C.* her Executors, Adminiſtrators and Aſſigns for ever, by theſe Preſents, Hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents Doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. C.* as well the ſaid recited Indenture, and all and ſingular the ſaid Premiſſes therein and thereby granted, and every Part and Parcel thereof, with their and every of their Appurtenances; as alſo all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Term of Years yet to come and unexpired, Property, Profit, Benefit, Advantage, Claim and Demand whatſoever, of her the ſaid *S. B.* of, in and to the ſame, or of, in or to any Part or Parcel thereof; To have and to hold the ſaid four Cloſes of Land and Premiſſes hereby bargained, ſold and aſſigned, or mentioned or intended to be hereby bargained, ſold and aſſigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *E. C.* her Executors, Adminiſtrators and Aſſigns, from henceforth, for, and during all the Reſt, Reſidue and Remainder of the ſaid Term of Fourſcore and nineteen Years, in and by the ſaid recited Indenture of Leaſe granted, yet to come and unexpired, if ſhe the ſaid *S. B.* *J. S.* and *M.* his Wife, or any or either of them, ſhall ſo long live, fully and abſolutely, in as large, ample and beneficial Manner and Form, to all Intents, Conſtructions and Purpoſes whatſoever, as ſhe the ſaid *S. B.* heretofore had, now hath, or may, might, ſhould, or of Right ought to have held and enjoyed the ſame, by Force and Virtue of the ſaid recited Indenture of Leaſe, or by any other Ways or Means whatſoever. And the ſaid *S. B.* for herſelf, her Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *E. C.* her Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, That ſhe the ſaid *S. B.* hath not at any Time heretofore had, made, committed, done or ſuffered any Act, Matter of Thing whatſoever, whereby or wherewith the Premiſſes hereby

hereby aſſigned, or any Part or Parcel thereof, is, are or may be charged, impeached or incumbered in Eſtate, Title, Charge or otherwiſe howſoever; *And* alſo, that (for and notwithſtanding any Act, Matter or Thing by her the ſaid *S. B.* committed done or ſuffered to the contrary) the ſaid recited and aſſigned Indenture of Leaſe is a good, ſufficient and effectual Leaſe in the Law, whereby to hold the ſaid Premiſſes for the Term and Eſtate thereby granted, and now is and ſtandeth in full Force and Effect unforfeited and unſurrendred; And that ſhe the ſaid *S. B.* now hath in herſelf good Right, true Title, full Power and lawful and abſolute Authority, to grant and aſſign the ſaid Lands and Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *E. C.* her Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid. *And further*, That for and notwithſtanding any ſuch Act, Matter or Thing, by her the ſaid *S. B.* had, made, committed, done or ſuffered to the contrary, it ſhall and may be lawful to and for the ſaid *E. C.* her Executors, Adminiſtrators and Aſſigns, and every of them, from henceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of Fourſcore and nineteen Years, determinable as aforeſaid, yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid Cloſes of Land and Premiſſes hereby aſſigned, and every Part and Parcel thereof, with their and every of their Appurtenances, without any the Let, Suit, Trouble, Hindrance, Moleſtation or Denial whatſoever, of her the ſaid *S. B.* her Executors, Adminiſtrators or Aſſigns, or any of them, or any other Perſon or Perſons whatſoever, having or lawfully claiming from, by or under her, them, or any or either of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, defended, kept harmleſs and indemnified by her the ſaid *S. B.* her Executors or Adminiſtrators, or ſome or one of them, of and from all and all manner of former and other

other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Mortgages, Conditions, Rents, Arrearages of Rents, Judgments, Executions, Troubles, Forfeitures, Charges, Titles and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered, by her the ſaid *S. B.* her Executors or Adminiſtrators, (the Rents and Covenants reſerved and contained in and by the ſaid recited Indenture of Leaſe, which from henceforth on the Tenant's or Leſſee's Part and Behalf ſhall grow due, to be paid and performed, always excepted and foreprized). And the ſaid *S. B.* for herſelf, her Executors and Adminiſtrators, and for every of them, doth further covenant, promiſe and grant, to and with the ſaid *E. C.* her Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, That ſhe the ſaid *S. B.* her Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, at the Coſts and Charges in the Law of the ſaid *E. C.* her Executors or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurance and Aſſurances in the Law whatſoever, for the further and better aſſuring and ſure making the ſaid hereby aſſigned Premiſſes, and for the corroborating, ſtrengthening and confirming of the ſaid Term hereby aſſigned unto the ſaid *E. C.* her Executors, Adminiſtrators and Aſſigns, as by the ſaid *E. C.* her Executors, Adminiſtrators or Aſſigns, or any of them, or by her or their Counſel learned in the Law, ſhall be in that Behalf reaſonably adviſed, or deviſed and required. In Witneſs, &c.

A Spe-

A Special Aſſignment of Part of Lands held by Chattel Leaſe.

THIS Indenture made, &c. Between *R. C.* of, &c. of the one Part, and *T. H.* of, &c. of the other Part: Whereas, &c. [*reciting the Leaſe.*] Now this Indenture Witneſſeth, That the ſaid *R. C.* for and in Conſideration of the Sum of, &c. of lawful, &c. to him in Hand paid by the ſaid *T. H.* the Receipt whereof the ſaid *R. C.* doth hereby acknowledge, he the ſaid *R. C.* Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents Doth grant, bargain, ſell, aſſign and ſet over, unto the ſaid *T. H.* All that the ſaid Cloſe of Meadow or Paſture called, &c. above mentioned, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of him the ſaid *R. C.* of, in and to the ſaid Cloſe, and of, in and to every Part and Parcel thereof, with the Appurtenances; To have and to hold the ſaid Cloſe of Ground, with the Appurtenances, unto the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of Fourſcore and nineteen Years above recited, which is yet to come and unexpired, (determinable as aforeſaid). And the ſaid *R. C.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *T. H.* his Executors and Aſſigns, that he the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times, during the Remainder of the ſaid Term above recited, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Cloſe of Ground and Premiſſes above mention'd, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption and Denial of him the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, and of all and

and every other Perſon and Perſons claiming or to claim by, from or under him, them, or any of them. And it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and hereby ſo declared, That in Caſe the ſaid *R. C.* his Executors and Adminiſtrators, ſhall at any Time hereafter renew and take a new Leaſe, and further Eſtate, Term or Intereſt, in the Meſuage and Lands granted to him by the ſaid original recited Indenture, from the Lord of the ſaid Manor, that then the ſaid *R. C.* his Executors or Aſſigns, ſhall and will after ſuch Renewal, at the Requeſt of the ſaid *T. H.* his Executors or Adminiſtrators, and upon Payment to him the ſaid *R. C.* of a proportionable Share of the Fine paid for ſuch Renewal, having Reſpect to the Value of the whole Eſtate ſo renew'd at the Coſts of the ſaid *T. H.* aſſign the ſaid Cloſe hereby aſſigned, and all his Eſtate and Term therein ſo renewed, unto the ſaid *T. H.* his Executors, Adminiſtrators or Aſſigns, under the like Covenants, Clauſes and Agreements as are therein contained. And the ſaid *T. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *T. H.* his Executors, Adminiſtrators or Aſſigns, ſhall and will yearly, during the Remainder of the ſaid Term, well and truly pay, or cauſe to be paid, unto the ſaid *R. C.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* of lawful Money, *&c.* towards the Quit-Rents due and payable to the Lord of the ſaid Manor, by Virtue of the ſaid recited Indenture of Leaſe. And the ſaid *R. C.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times, during the Remainder of the ſaid Term above recited, bear, pay and diſcharge the Reſidue of the ſaid Quit-Rents, reſerved, due or payable in and by the ſaid recited Indenture of Leaſe, at ſuch

Time and Times, and in ſuch Manner and Form, as by the ſame Indenture the ſame are reſerved or ought to be paid; and alſo ſhall and will obſerve, perform and keep, all and every the Covenants and Agreements in the ſaid recited Indenture of Leaſe, which on the Part and Behalf of the ſaid *R. C.* his Executors and Adminiſtrators, are to be obſerved and perform'd; and ſhall and will free and indemnify the ſaid *T. H.* his Executors and Adminiſtrators, and the ſaid Ground hereby aſſigned, of and from the ſame. In Witneſs, &c.

A Mortgage of a Chattel-Leaſe for ninety-nine Years, if three Lives live ſo long.

THIS Indenture made, *&c.* Between *E. C.* of, *&c.* of the one Part, and *J. C.* the Elder, of, *&c.* aforeſaid, of the other Part. Whereas by Indenture of Leaſe bearing Date, *&c.* and made or mentioned to be made between the Right Honourable *T.* Lord *A.* Baron of, *&c.* of the one Part, and the ſaid *E. C.* of the other Part, he the ſaid Lord *A.* (for the Conſiderations therein mentioned) Did demiſe, grant, and to Farm let, unto the ſaid *E. C.* All that Dwelling-Houſe, with an Orchard, Garden and Cloſe, called, *&c.* thereunto adjoining, containing by Eſtimation, *&c.* or thereabouts, ſituate, lying and being in, *&c.* aforeſaid, and then or then late in the Tenure or Occupation of the ſaid *E. C.* his Aſſignee or Aſſigns (Except as in the ſaid Indenture of Leaſe is excepted); To hold unto the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for and during, and unto the full End and Term of fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended; if he the ſaid *E. C. M.* his Wife, and *E.* his Son, or any or either of them, ſhould ſo long happen to live, at and under the yearly Rent of, *&c.* as in and by the ſaid recited Indenture of Leaſe (Relation being

being thereunto had) more at large it doth and may appear: **Now this Indenture witneſſeth**, That the ſaid *E. C.* for and in Conſideration of the Sum of, *&c.* of lawful Money, *&c.* to him in Hand paid by the ſaid *J. C.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *E. C.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, releaſe and diſcharge the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, **Hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents **Doth** grant, bargain, ſell, aſſign and ſet over, unto the ſaid *J. C.* **As well** the ſaid recited Indenture of Leaſe and Dwelling-Houſe, Orchard, Garden, Cloſe and Premiſſes, therein and thereby granted, with their and every of their Appurtenances, and every Part and Parcel thereof, and the Reverſion and Reverſions, Rents, Iſſues and Profits, of all and ſingular the Premiſſes, as alſo all the Eſtate, Right, Title, Intereſt, Time and Term of Years to come and unexpired, Property, Profit, Benefit, Advantage, Claim and Demand whatſoever, of him the ſaid *E. C.* of, in or out of the ſaid leaſed Premiſſes, with the Appurtenances, or any Part or Parcel thereof, by Force, Virtue or Means of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever; **To have and to hold** the ſaid Dwelling-Houſe, Orchard, Garden, Cloſe and Premiſſes, and all other the hereby bargained Premiſſes, or mentioned or intended to be hereby bargained and ſold, with their and every of their Appurtenances, unto the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during all the Reſt and Reſidue, yet to come and unexpired, of the ſaid Term of fourſcore and nineteen Years, in and by the ſaid recited Indenture of Leaſe granted or limited, determinable as aforeſaid; **Provided always**, and upon Condition nevertheleſs, That if the ſaid *E. C.* Party to theſe Preſents, his Heirs, Executors or Adminiſtrators do and ſhall well and truly pay, or cauſe to be paid,

unto the ſaid *J. C.* his Executors, Adminiſtrators or Aſſigns, at or in the now Dwelling-Houſe of him the ſaid *J. C.* ſituate in, *&c.* aforeſaid, the full Sum of, *&c.* of lawful Money, *&c.* at or upon the Day of, *&c.* which ſhall be in the Year of our Lord, *&c.* without any Manner of Deduction, Defalcation or Abatement whatſoever, for or upon the Account of any Taxes, Payments, Charges, Aſſeſſments, Impoſitions, Duties or other Payments whatſoever, ordinary or extraordinary, of what Nature, Kind or Quality ſoever; That then this preſent Indenture, and every Covenant, Grant, Clauſe, Matter and Thing therein contained, ſhall ceaſe, determine, and be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *E. C.* Party to theſe Preſents, for himſelf, his Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *E. C.* his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *J. C.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* on the Day, Time and Place, before limited and appointed, according to the Proviſo or Condition aforeſaid, and the true Intent and Meaning of theſe Preſents: And alſo, that the ſaid recited and aſſigned Indenture of Leaſe is a good, ſufficient and effectual Leaſe in the Law, whereby to hold the ſaid Premiſſes for the Term and Eſtate thereby granted, and now is, and ſtandeth in full Force and Effect, unforfeited and unſurrendered; and that he the ſaid *E. C.* now hath in himſelf good Right, true Title, full Power, and lawful and abſolute Authority, to grant and aſſign the ſaid Dwelling-Houſe, Orchard, Garden, and Premiſſes, unto the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form as aforeſaid; And that it ſhall and may be lawful to and for the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, immediately from and after the Breach

Breach of the Proviſo or Condition aforeſaid, for and during all the Reſt, Reſidue and Remainder, which ſhall be then to come and unexpired of the ſaid Term and Eſtate, in and by the ſaid recited Indenture of Leaſe granted, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy, the ſaid Dwelling-Houſe, Orchard, Garden, and all other the Premiſſes, without any Let, Suit, Trouble, Denial, Moleſtation, Eviction, Ejection, Hinderance or Interruption, of or by the ſaid *E. C.* his Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever. And the ſaid *E. C.* for himſelf, his Executors and Adminiſtrators, doth alſo covenant, promiſe and grant, to and with the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, That the ſaid Dwelling-Houſe, Orchard, Garden, and all other the Premiſſes, with the Appurtenances, mentioned or intended to be hereby granted and aſſigned, now are, and ſo from henceforth, for and during all the Reſidue of the ſaid Term and Eſtate hereby aſſigned, ſhall remain, continue and be unto the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, (under the Proviſo or Condition aforeſaid) free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, defended, kept harmleſs and indemnified by the ſaid *E. C.* his Executors or Adminiſtrators, or ſome or one of them, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Mortgages, Conditions, Rents, Arrearages of Rents, Judgments, Executions, Forfeitures, Charges, Titles and Incumbrances whatſoever, (the Rents and Covenants reſerved and contained in or by the ſaid recited Indenture of Leaſe, which from and after Breach of the Proviſo or Condition aforeſaid, on the Tenant's or Leſſee's Part and Behalf ſhall grow due to be paid and performed, always excepted and foreprized): And further, That if Default ſhall be made of or in Payment of the ſaid Sum of, *&c.* or any Part thereof, contrary to the Form and Effect of the Proviſo wherein and whereby

the ſame is herein before appointed to be paid; Then the ſaid *E. C.* and all and every other Perſon and Perſons whatſoever claiming, or that ſhall or may claim, the ſaid Dwelling-houſe, Orchard, Garden and Premiſſes, or any Part or Parcel thereof, or any Eſtate, Right, Title or Intereſt therein, or thereunto, or in or to any Part or Parcel thereof, ſhall and will from Time to Time and at all Times then after, at and upon every reaſonable Requeſt of the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, and at the proper Coſts and Charges in the Law of the ſaid *E. C.* his Executors and Adminiſtrators, make, do, acknowledge, levy and execute, and ſuffer, or cauſe and procure to be made, done, acknowledged, levied, executed and ſuffered, All and every ſuch further and other lawful and reaſonable Act and Acts, Deed and Deeds, Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting and Aſſuring of the ſaid Dwelling-houſe and Premiſſes unto the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, for and during all the then Reſidue and Remainder of the ſaid Term of fourſcore and nineteen Years then to come and unexpired; As by him the ſaid *J. C.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Laws, ſhall be in that Behalf lawfully and reaſonably deviſed, or adviſed and required. And laſtly, it is agreed by and between the ſaid Parties to theſe Preſents, that until Default be made of or in Payment of the ſaid Sum of, *&c.* He the ſaid *E. C.* Party to theſe Preſents, his Executors, Adminiſtrators or Aſſigns, ſhall or lawfully may have, hold and enjoy, all and ſingular the before bargain'd and aſſigned Premiſſes, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Uſes, without any the lawful Let, Suit, Trouble or Interruption, of or by the ſaid *J. C.* his Executors, Adminiſtrators or Aſſigns, or any of them. In Witneſs, &c.

Another

Another very good Mortgage of a Chattel-Leaſe, with Power for the Mortgagee to renew, &c.

THIS Indenture made, *&c.* Between *W. T.* of, *&c.* of the one Part, and *M. W.* of, *&c.* of the other Part. Whereas, &c. [*Here recite your Chattel Leaſe.*] Now this Indenture Witneſſeth, That the ſaid *W. T.* for and in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *M. W.* the Receipt whereof he doth hereby confeſs and acknowledge, he the ſaid *W. T.* Hath granted, bargain'd, ſold, aſſigned and ſet over, and by theſe Preſents Doth grant, *&c.* unto the ſaid *M. W.* All and ſingular the ſaid Cloſes of Ground, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of him the ſaid *W. T.* of, in and to all and ſingular the ſaid Premiſſes above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the ſaid recited Indenture of Leaſe; To have and to hold all and ſingular the ſaid Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *M. W.* her Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of ninety-nine Years above recited, which is yet to come and unexpired, determinable as aforeſaid. Provided always, and upon Condition, That if the ſaid *W. T.* his Executors, Aminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *M. W.* her Executors, Adminiſtrators and Aſſigns, the full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction or Defalcation for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, either ordinary or extraordinary; That then and from thenceforth, theſe Preſents, and every Thing

therein contained, ſhall ceaſe, determine, and be void; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And** the ſaid *W. T.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid *M. W.* her Executors, Adminiſtrators and Aſſigns, That he the ſaid *W. T.* his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *M. W.* her Executors, Adminiſtrators or Aſſigns, the ſaid full Sum of, &c. in and upon, &c. next coming, without any Deduction as aforeſaid, according to the true Intent and Meaning of theſe Preſents. **And alſo**, That ſhe the ſaid *M. W.* her Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times, after Default ſhall be made in Performance of the Proviſo or Condition herein contained, for and during all the Reſt and Reſidue of the ſaid Term of ninety-nine Years, determinable as aforeſaid, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Cloſes or Parcels of Land and Premiſſes above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of him the ſaid *W. T.* his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever. **And further**, That he the ſaid *W. T.* his Executors and Adminiſtrators, and all and every other Perſon and Perſons, and his and their Executors and Adminiſtrators, any Thing having or claiming in the ſaid Premiſſes above-mentioned, or any Part thereof, ſhall and will, at any Time or Times after Default ſhall be made in Performance of the Proviſo or Condition herein contained, upon the Requeſt of the ſaid *M. W.* her Executors or Adminiſtrators, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Grants, Acts, and Aſſurances in the Law whatſoever, for the further, better and more perfect Granting and Aſſuring of all and ſingular

ſingular the ſaid Premiſſes above-mentioned with the Appurtenances, unto the ſaid *M. W.* To hold to her, her Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of ninety-nine Years above recited, which ſhall be then to come and unexpired, as by the ſame *M. W.* her Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed, and required: Provided always, and it is hereby agreed and declared by and between the ſaid Parties to theſe Preſents, That in caſe any of the Lives (on which the ſaid Term is determinable) ſhall happen to die, and the ſaid *W. T.* his Executors or Adminiſtrators, ſhall neglect; or upon Requeſt to him or them made by the ſaid *M. W.* her Executors, Adminiſtrators or Aſſigns, refuſe to renew the ſaid Leaſe, and add one or more Life or Lives in the Room of ſuch Perſon or Perſons ſo dying; That then, and in ſuch Caſe, it ſhall and may be lawful to and for the ſaid *M. W.* her Executors, Adminiſtrators and Aſſigns, at any Time or Times after ſuch Neglect and Refuſal made as aforeſaid, to ſurrender and deliver up the ſaid recited Indenture of Leaſe into the Hand or Hands of the Lord or Lords of the Fee of the Premiſſes hereby granted and aſſigned, and to accept and take a new Leaſe or Leaſes of the Premiſſes hereby granted in her own Name, for the Term of ninety-nine Years, or any greater Term or Number of Years, determinable on the Death or Deaths of ſuch Perſon or Perſons as ſhe ſhall name, or to add one or more Life or Lives in the preſent Leaſe, in the Room of ſuch Perſon or Perſons ſo dying, and to pay the Conſideration-Money for ſuch Renewal or Addition as aforeſaid; which new Leaſe or Leaſes ſo to be made, ſhall not be redeemed or redeemable by the ſaid *W. T.* his Executors, Adminiſtrators or Aſſigns, until he or they ſhall have fully paid and ſatisfied the ſaid *M. W.* her Executors, Adminiſtrators or Aſſigns, as well the ſaid, *&c.* hereby ſecured, with the Intereſt thereof, as alſo all ſuch Sum and Sums of Money as ſhall be paid by the

the ſaid *M. W.* her Executors, Adminiſtrators or Aſſigns, for the Fine or Conſideration for ſuch Renewal or additional Life or Lives as aforeſaid; and all Coſts and Charges thereabout, with lawful Intereſt for all ſuch Sum and Sums of Money which ſhe or they ſhall expend thereabout; any Thing herein contained to the contrary thereof notwithſtanding. **And laſtly**, It is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Meaning hereof alſo is, and it is hereby ſo declared, That he the ſaid *W. T.* his Executors, Adminiſtrators and Aſſigns, ſhall and may, until Default ſhall be made in Performance of the Proviſo or Condition herein contained, peaceably and quietly hold and enjoy the ſaid Premiſſes hereby granted, with the Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Benefit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

A Mortgage of a Freehold Eſtate held by Leaſe for three Lives abſolute, for Security of a Sum of Money lent on Bond, by Way of Demiſe for ninety-nine Years, &c.

THIS Indenture made, *&c.* **Between** *G. H.* of, *&c.* of the one Part, and *H. G.* of, *&c.* of the other Part. **Whereas** *H. A.* of, *&c.* Eſq; deceaſed, by this Indenture bearing Date, *&c.* and made, or mentioned to be made, between the ſaid *H. A.* of the one Part, and the ſaid *G. H.* by the Name of *G. H.* of, *&c.* Yeoman, of the other Part, for the Conſideration therein mentioned, **Did** demiſe, grant, and to Farm let, unto the ſaid *G. H.* All that Meſuage or Tenement, with a Garden thereunto adjoining, ſituate, lying and being within the Pariſh of, *&c.* aforeſaid,

said, and was then in the Tenure, or Occupation of the said *G. H.* his Assignee or Assigns, together with all Houses, Edifices, &c. To have and to hold all and singular the therein before demised Premisses, and every Part and Parcel thereof, with the Appurtenances, unto the said *G. H.* his Heirs and Assigns, for and during the natural Lives of him the said *G. H.* and of *J.* and *M.* his Son and Daughter, and for and during the Life natural of every and either of them longest living (of whom only the said *G. H.* and *M.* his Daughter, are now living) by and under the yearly Rent of, &c. of lawful Money, &c. with divers other Covenants and Agreements in the said recited Indenture mentioned and contained; as in and by the same Indenture, Relation being thereunto had, more fully and at large it doth and may appear. **And whereas** *R. H.* of, &c. aforesaid, and the said *G. H.* in and by one Obligation bearing Date, &c. are held and firmly bound unto the said *H. G.* in the Sum of, &c. of lawful Money, &c. with Condition there under written for the Payment of the Sum of, &c. with Interest for the same, after the Rate of Five Pounds for a Hundred Pounds for one Year, of like lawful Money, unto the said *H. G.* his Executors, Administrators or Assigns, on, &c. which shall be in the Year of our Lord, &c. as by the said recited Obligation and Condition, Relation being thereunto had, more fully appears: **Now this Indenture Witnesseth**, That for the better Securing and Suremaking of the Payment of the said Sum of, &c. with Interest for the same, after the Rate aforesaid, on the Day in the Condition of the said recited Obligation mentioned, according to the true Intent and Meaning of the same Obligation, and in Consideration of the Sum of Five Shillings of lawful Money, &c. to him the said *G. H.* by the said *H. G.* in Hand well and truly paid at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *G. H.* doth hereby acknowledge, He the said *G. H.* **Hath** demised, granted, and to Farm let, and by these Presents **Doth** demise, grant, and to Farm

Farm let, unto the ſaid *H. G.* All that Meſuage or Tenement, with the Garden, and all and ſingular other the before-recited Premiſſes granted, or meant, mentioned or intended to be granted, in and by the ſaid recited Indenture, with their and every of their Appurtenances, and every Part and Parcel thereof; To have and to hold the ſaid Meſuage or Tenement and Garden, and all other the before recited Premiſſes, with their and every of their Appurtenances, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for, by and during, and unto the full End and Term of fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended, if he the ſaid *G. H.* and *M.* his Daughter, or either of them, ſhall ſo long happen to live: Yielding, paying, doing and performing, during the ſaid Term hereby granted, All the Rents, Reſervations, Conditions, Covenants and Agreements mentioned, reſerved and comprized in the ſaid recited Indenture, which by the ſaid *G. H.* his Heirs and Aſſigns, are or ought to be from Time to Time paid, done and performed. And the ſaid *G. H.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following; that is to ſay, That he the ſaid *G. H.* at the Time of the Sealing and Delivery of theſe Preſents, is the only true and lawful Owner of the ſaid Meſuage or Tenement and Garden, and of all other the Premiſſes hereby granted or mentioned, or intended to be granted, with the Appurtenances: And that he the ſaid *G. H.* hath in himſelf good Right, true Title, full Power, and lawful and abſolute Authority to demiſe, grant, and to Farm let, all the Meſuage or Tenement, and Garden, and all and ſingular other the Premiſſes before hereby granted, with the Appurtenances, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, for and during all the ſaid Term of fourſcore and nineteen Years, determinable

minable as aforeſaid, in Manner and Form as aforeſaid; And that as well the ſaid Meſuage or Tenement, and Garden, as all other the Premiſſes hereby granted, or mentioned or intended to be hereby granted, with the Appurtenances, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, during the ſaid Term hereby granted, remain, continue, and be free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, upon every reaſonable Requeſt, well and ſufficiently ſaved, defended, kept harmleſs, and indempnified by the ſaid *G. H.* his Heirs, Executors and Adminiſtrators, or ſome or one of them, of and from all and all manner of former and other Grants, Bargains, Leaſes, Aſſignments, Mortgages, Truſts, Conditions, Rents, Arrearages of Rents, Judgments, Executions, Troubles, Forfeitures, Charges, Titles and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered by him the ſaid *G. H.* or by any other Perſon or Perſons lawfully claiming, or to claim by, from or under him. Provided always, and upon Condition, That if the ſaid *R. H.* and *G. H.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do well and truly pay, or cauſe to be paid, unto the ſaid *H. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* with Intereſt for the ſame, after the Rate of Five Pounds for a Hundred Pounds for one Year, of good and lawful Money, *&c.* on, *&c.* which ſhall be in the Year of our Lord, *&c.* in full Satisfaction and Diſcharge of the ſaid recited Obligation; That then, and from thenceforth, theſe Preſents, and every Clauſe, Matter and Thing therein contained, ſhall ceaſe, determine, and be utterly void and of none Effect: And then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *G. H.* his Heirs and Aſſigns, to have, hold, poſſeſs and enjoy all and ſingular the Premiſſes, with the Appurtenances, as in his or their former Eſtate; this Indenture, or any Thing therein contained,

Farm let, unto the ſaid *H. G.* All that Meſuage or Tenement, with the Garden, and all and ſingular other the before-recited Premiſſes granted, or meant, mentioned or intended to be granted, in and by the ſaid recited Indenture, with their and every of their Appurtenances, and every Part and Parcel thereof; To have and to hold the ſaid Meſuage or Tenement and Garden, and all other the before recited Premiſſes, with their and every of their Appurtenances, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for, by and during, and unto the full End and Term of fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended, if he the ſaid *G. H.* and *M.* his Daughter, or either of them, ſhall ſo long happen to live: Yielding, paying, doing and performing, during the ſaid Term hereby granted, All the Rents, Reſervations, Conditions, Covenants and Agreements mentioned, reſerved and comprized in the ſaid recited Indenture, which by the ſaid *G. H.* his Heirs and Aſſigns, are or ought to be from Time to Time paid, done and performed. And the ſaid *G. H.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following; that is to ſay, That he the ſaid *G. H.* at the Time of the Sealing and Delivery of theſe Preſents, is the only true and lawful Owner of the ſaid Meſuage or Tenement and Garden, and of all other the Premiſſes hereby granted or mentioned, or intended to be granted, with the Appurtenances: And that he the ſaid *G. H.* hath in himſelf good Right, true Title, full Power, and lawful and abſolute Authority to demiſe, grant, and to Farm let, all the Meſuage or Tenement, and Garden, and all and ſingular other the Premiſſes before hereby granted, with the Appurtenances, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, for and during all the ſaid Term of fourſcore and nineteen Years, determinable

minable as aforeſaid, in Manner and Form as aforeſaid; And that as well the ſaid Meſuage or Tenement, and Garden, as all other the Premiſſes hereby granted, or mentioned or intended to be hereby granted, with the Appurtenances, unto the ſaid *H. G.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, during the ſaid Term hereby granted, remain, continue, and be free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, upon every reaſonable Requeſt, well and ſufficiently ſaved, defended, kept harmleſs, and indempnified by the ſaid *G. H.* his Heirs, Executors and Adminiſtrators, or ſome or one of them, of and from all and all manner of former and other Grants, Bargains, Leaſes, Aſſignments, Mortgages, Truſts, Conditions, Rents, Arrearages of Rents, Judgments, Executions, Troubles, Forfeitures, Charges, Titles and Incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered by him the ſaid *G. H.* or by any other Perſon or Perſons lawfully claiming, or to claim by, from or under him. Provided always, and upon Condition, That if the ſaid *R. H.* and *G. H.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do well and truly pay, or cauſe to be paid, unto the ſaid *H. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* with Intereſt for the ſame, after the Rate of Five Pounds for a Hundred Pounds for one Year, of good and lawful Money, *&c.* on, *&c.* which ſhall be in the Year of our Lord, *&c.* in full Satisfaction and Diſcharge of the ſaid recited Obligation; That then, and from thenceforth, theſe Preſents, and every Clauſe, Matter and Thing therein contained, ſhall ceaſe, determine, and be utterly void and of none Effect: And then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *G. H.* his Heirs and Aſſigns, to have, hold, poſſeſs and enjoy all and ſingular the Premiſſes, with the Appurtenances, as in his or their former Eſtate; this Indenture, or any Thing therein contained,

A Mortgage of a Copyhold Eſtate for One and twenty Years, by Virtue of a Power given by Licence.

THIS Indenture made, &c. Between *E. T.* of, &c. of the one Part, and *J. G.* of, &c. of the other Part. Whereas, the ſaid *E. T.* by Copy of Court-Roll of the Manor of, &c. aforeſaid, bearing Date, &c. laſt paſt before the Date of theſe Preſents, and *E. T.* the Elder, Father of the ſaid *E. T.* Party to theſe Preſents, by the Name of *E. T.* the Younger, Did hold of *T. A.* of, &c. Eſq; Lord of the ſaid Manor, of, &c. (as Joint-Purchaſers) for the Term of their Lives, and the Life of *M. T.* Daughter of the ſaid *E. T.* the Younger, and the Life of either of them longeſt living ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, (amongſt other Things) one Cloſe of Paſture or Arable called, &c. and one Cloſe of Arable Land called, &c. with the Appurtenances, within the Manor of, &c. aforeſaid, and by and under the yearly Rent of, &c. and one Heriot when it ſhall happen, and by and under all other Rents, Burthens, Works, Suit, Cuſtoms and Services therefore due and of Right accuſtomed. And whereas by the ſaid Copy of Court-Roll Licence was granted to the ſaid *E. T.* the Elder and *E. T.* the Younger, to let the ſaid two Cloſes called, &c. Parcel of the Lands by the ſaid Copy of Court-Roll granted, with the Appurtenances, to the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, for the Term of One and twenty Years then next following, if they the ſaid *E. T.* the Elder, *E. T.* the Younger, and *M. T.* Daughter of the ſaid *E. T.* the Younger, or any one of them, ſhould ſo long happen to live, ſo as the Hedges, Ditches, and other the Fences of the Premiſſes, be from Time to Time well and ſufficiently repaired and incloſed, and the Rents, Burthens, Works,

Works, Suits, Cuſtoms and Services therefore due to the Lord, be well and truly rendered and paid; otherwiſe the ſame Licence to be void, as by the ſaid Copy of Court-Roll (Relation being thereunto had) may more fully appear: **And whereas** the ſaid *E. T.* the Elder is ſince deceaſed, whereby the Eſtate is fallen into the Hands of the ſaid *E. T.* the Younger; **Now this Indenture Witneſſeth**, That the ſaid *E. T.* Party to theſe Preſents, by Virtue of the ſaid Licence and Authority, in and by the ſaid Copy of Court-Roll granted as aforeſaid, and in Conſideration of the Sum of, *&c.* of lawful Money, *&c.* to him in Hand paid by the ſaid *J. G.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *E. T.* Party to theſe Preſents, doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth releaſe, acquit and diſcharge the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, **Hath** demiſed, granted, and to Farm let, and by theſe Preſents **Doth** demiſe, grant, and to Farm let, unto the ſaid *J. G.* **All that** the aforeſaid Cloſe of Paſture or Arable Land called, *&c.* and the ſaid Cloſe of Arable Land called, *&c.* in and by the ſaid recited Copy of Court-Roll granted, with their and every of their Appurtenances; and all Ways, Paths, Waters, Eaſements, Profits, Commodities and Advantages to the ſame belonging, or in any wiſe appertaining; And alſo all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, of him the ſaid *E. T.* Party to theſe Preſents, of, in, unto or out of the ſaid Cloſes and Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances; **To have and to hold** the ſaid two Cloſes of Paſture or Arable Land hereby granted, or mentioned or intended to be hereby granted, with their and every of their Appurtenances, unto the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, from the Day, *&c. (the Date of the Copy)* laſt paſt, before the Date of theſe Preſents, for, by and during, and unto the full End and Term of One and twenty Years

from thence next enſuing, and fully to be complete and ended, if he the ſaid *E. T.* Party to theſe Preſents, and *M.* his Daughter, or either of them, ſhall ſo long happen to live: **Yielding**, paying, doing and performing, during the ſaid Term hereby granted, all the Rents, Heriots, Burthens, Works, Suits, Cuſtoms and Services, which during the ſaid Term ſhall become and grow due, and which by the ſaid *E. T.* Party to theſe Preſents, and *M.* his Daughter, or either of them, are, ſhall or ought to be from Time to Time paid, done, and rendered and performed. **And** the ſaid *E. T.* Party to theſe Preſents, for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner following; that is to ſay, That he the ſaid *E. T.* at the Time of the Sealing and Delivery of theſe Preſents, is the only true and lawful Owner of the ſaid two Cloſes, and all other the Premiſſes hereby demiſed, or mentioned or intended to be hereby demiſed, with the Appurtenances: **And** that he the ſaid *E. T.* by Virtue of the ſaid recited Copy of Court-Roll, and Licence therein and thereby granted, hath in himſelf good Right, true Title, full Power, and lawful and abſolute Authority, to demiſe, grant, and to Farm let, the ſaid Cloſes and Premiſſes before hereby granted, with the Appurtenances, unto the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, for and during all the ſaid Term of one and twenty Years, determinable as aforeſaid, in Manner and Form as aforeſaid; **And** that as well the ſaid Cloſes, and all other the Premiſſes hereby granted, or mentioned or intended to be hereby granted, with the Appurtenances, as alſo the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, during the ſaid Term hereby granted, remain, continue, and be free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, upon every reaſonable Requeſt, well and ſufficiently ſaved, defended, kept harmleſs and indemnified,

demnified, by the ſaid *E. T.* his Heirs, Executors or Adminiſtrators, or ſome or one of them, of and from all and all manner of former and other Grants, Bargains, Leaſes, Aſſignments, Mortgages, Conditions, Rents, Arrearages of Rents, Judgments, Executions, Troubles, Forfeitures, Charges, Titles and Incumbrances whatſoever, had, made, committed, done or ſuffered by him the ſaid *E. T.* or by any other Perſon or Perſons whatſoever: **Provided always**, and upon Condition, That if the ſaid *E. T.* his Heirs, Executors or Adminiſtrators, do well and truly pay, or cauſe to be paid, unto the ſaid *J. G.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* of lawful Money, *&c.* in Manner and Form following, that is to ſay, *&c.* Part thereof at or upon the Day, *&c.* next enſuing the Date of theſe Preſents, *&c.* more other Part thereof at or upon, *&c.* then next following, and, *&c.* the Remainder, and in full Payment thereof, at or upon, *&c.* which ſhall be in the Year of our Lord, *&c.* without any manner of Deduction, Defalcation or Abatement whatſoever, for or upon the Account of any Taxes, Payments, Charges or Impoſitions, as well ordinary as extraordinary whatſoever; that then and from thenceforth theſe Preſents, and every Clauſe, Matter and Thing therein contained, ſhall ceaſe, determine, and be utterly void and of none Effect; and then and from thenceforth it ſhall and may be lawful to and for the ſaid *E. T.* or ſuch Perſon to whom the ſame ſhall deſcend, according to the Cuſtom of the ſaid Manor of, *&c.* To have, poſſeſs and enjoy all and ſingular the Premiſſes, with the Appurtenances, as in his or their former Right and Eſtate; this Indenture, or any Thing therein contained, to the contrary thereof in any wiſe notwithſtanding. **And** the ſaid *E. T.* Party to theſe Preſents, for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth further covenant, promiſe and grant, to and with the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *E. T.* his Executors, Adminiſtrators or Aſſigns, or ſome or one of

them, ſhall and will well and truly ſatisfy and pay, or cauſe to be paid, unto the ſaid *J. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* at the ſeveral and reſpective Days and Times before limited and appointed in the above-written Proviſo, and according to the true Intent and Meaning of theſe Preſents; and that without any manner of Deduction or Abatement whatſoever, for or upon the Account of any Taxes, Payments, Charges, Aſſeſſments or Impoſitions, as well ordinary as extraordinary, whatſoever, as aforeſaid: And that from and after Default ſhall be made of or in the Payment of the ſaid Sum of, *&c.* at the ſeveral Days and Times before, in and by the Proviſo or Condition aforeſaid limited and appointed for Payment thereof, it ſhall and may be lawful to and for the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times during the ſaid Term hereby granted, quietly and peaceably to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid two Cloſes of Paſture or Arable Land, and all other the Premiſſes hereby demiſed, or mentioned or intended to be hereby demiſed, with the Appurtenances, and the Rents, Iſſues and Profits thereof to take and receive to and for his and their own proper Uſe and Behoof, without any the Let, Interruption, Suit in Law or Equity, Eviction, Ejection, Diſturbance or Denial of or by the ſaid *E. T.* or the ſaid *M. T.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whatſoever, by Virtue of any Cuſtom of the ſaid Manor of, *&c.* or by any other Right or Title whatſoever. And alſo that he the ſaid *E. T.* his Heirs and Aſſigns, and all and every other Perſon and Perſons, lawfully claiming or deriving, or which ſhall or may lawfully claim or derive any Eſtate, Right, Title, Intereſt, Claim or Demand, of, in or out of the ſaid Cloſes and Premiſſes hereby granted, or mentioned or intended to be hereby granted, or any Part or Parcel thereof, ſhall and will at all Time and Times, from and after Default of Payment made as aforeſaid, upon the

the reaſonable Requeſt of the ſaid *J. G.* his Executors, Adminiſtrators or Aſſigns, make, do, execute and ſuffer, or cauſe and procure to be made, done, executed and ſuffered, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Aſſurance and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute Aſſuring, Sure-making, Eſtabliſhing and Confirming of all and ſingular the Premiſſes, with the Appurtenances, unto the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, for and during the Term hereby granted, without Power or Equity of Redemption, according to the true Intent and Meaning of theſe Preſents; as by the ſaid *J. G.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed and required. In Witneſs, &c.

Licence from a Lord to a Tenant to demiſe Lands held by Chattel-Leaſe.

TO all to whom theſe Preſents ſhall come, *T. D.* of, *&c.* Eſq; ſendeth Greeting. Whereas the ſaid *T. D.* in and by one Indenture of Leaſe bearing Date, *&c.* for the Conſiderations therein mentioned, Did demiſe, grant, and to Farm let, unto *R. G.* of, *&c.* All that Meſuage, *&c.* with all and ſingular the Appurtenances thereunto belonging, which ſaid Premiſſes are ſituate, lying, and being in the Pariſh of, *&c.* in the County of, *&c.* and were late in the Poſſeſſion of, *&c.* To hold to the ſaid *R. G.* for the Term of Ninety-nine Years, if *R. J.* and *J. G.* Sons of the ſaid *R. G.* the Elder, or any or either of them, ſhould ſo long happen to live, ſo that the ſaid *R. G.* did not alien, aſſign or ſet over his Eſtate, Term or Intereſt in the ſaid Premiſſes, to any Perſon or Perſons whatſoever, (unleſs it were to or in Truſt for his Wife, Child or Children) without the Licence of the ſaid *T. D.* in Writing under his Hand and Seal firſt had and obtained, as in and by the ſaid recited Indenture may

more fully appear: Now know ye, That the ſaid *T. D.* hath given and granted, and by theſe Preſents doth give and grant unto the ſaid *R. G.* his Executors and Adminiſtrators, full and free Liberty, Licence and Authority, at any Time during the Remainder of the ſaid Term, to demiſe, grant, bargain, ſell or aſſign the ſaid Meſuage and Premiſſes, with the Appurtenances, or any Part thereof, to any Perſon or Perſons whatſoever, for any Term or Number of Years, determinable with the ſaid recited Indenture of Leaſe; the Perſon or Perſons, to whom the ſame ſhall be aſſigned, from Time to Time yielding, paying and performing the Rents, Covenants and Agreements in the ſaid recited Indenture contained; any Thing in the ſaid recited Indenture contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

A Surrender of a Chattel-Leaſe.

TO all to whom theſe Preſents ſhall come, *A. H.* of, *&c.* ſendeth Greeting. Whereas the ſaid *A. H.* ſtands poſſeſſed of, and intereſted in, for the Remainder of a certain Term of Ninety-nine Years, determinable on her Death, of and in all that Meſuage, *&c.* with the Appurtenances, ſituate in, *&c.* and of and in, *&c.* All which ſaid Meſuage and Premiſſes are ſet, lying and being within the Manor of, *&c.* aforeſaid, and formerly were in the Tenure or Occupation of, *&c.* by Virtue of one Indenture of Leaſe, bearing Date, *&c.* granted by, *&c.* deceaſed (Except as in the ſaid Leaſe is excepted): Now know ye by theſe Preſents, That ſhe the ſaid *A. H.* for and in Conſideration of the Sum of, *&c.* to her in Hand paid by *W. S.* of, *&c.* Eſq; the Receipt whereof ſhe doth hereby acknowledge, hath granted, bargained, ſold, ſurrendered, yielded up, and for ever quitclaimed, and by theſe Preſents doth grant, bargain, ſell, ſurrender, yield up, and for ever quit-claim, unto the ſaid *W. S.* (to whom the Reverſion and Inheritance of the

the ſaid Premiſſes doth belong and appertain) and to his Heirs and Aſſigns for ever, All and ſingular the ſaid Meſuage, Tenement, Cloſes, Lands, Hereditaments and Premiſſes above-mentioned, with the Appurtenances; And alſo all her Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, as well in Equity as in Law, of, in and to the ſaid Meſuage, Tenement and Premiſſes, with the Appurtenances, ſo that neither ſhe the ſaid *A. H.* her Executors, Adminiſtrators or Aſſigns, or any of them, ſhall or may have, claim, challenge or demand the ſaid Premiſſes, or any Part thereof, or any Eſtate, Right, Title or Intereſt, of, in and to the ſame, or any Part thereof; but ſhall and will, at all Times hereafter, of and from all and every Action, Right, Title or Intereſt, of, for and concerning the ſaid Premiſſes, and every Part thereof, be barred and for ever excluded by theſe Preſents. And the ſaid *A. H.* for herſelf, her Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid *W. S.* his Heirs and Aſſigns, That he the ſaid *W. S.* his Heirs and Aſſigns, ſhall and may at all Times hereafter peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid Premiſſes above-mentioned, and every Part thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of her the ſaid *A. H.* her Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons claiming, or to claim, by, from or under her. In Witneſs, &c.

A Surrender of Lands held by Freehold-Leaſe for three Lives together.

TO all to whom theſe Preſents ſhall come, I *T. L.* of *&c.* ſend Greeting in our Lord God everlaſting. **Whereas** *L. A.* of, *&c.* Eſq; by his Indenture of Leaſe bearing Date, *&c.* and made, or mentioned to be made, between the ſaid *L. A.* of the one Part, and *G. H.* of, *&c.* by the Name of *G. H.* of, *&c.* of the other Part, for the Conſiderations therein mentioned, Did demiſe, grant, and to Farm let, unto the ſaid *G H.* All that Meſuage, *&c.* ſituate, lying and being within the Pariſh of, *&c.* aforeſaid, and then in the Tenure, or Occupation of the ſaid *G. H.* his Aſſignee or Aſſigns, together with all Houſes, Edifices, *&c.* To have and to hold all and ſingular the therein before demiſed Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *G. H.* his Heirs and Aſſigns, for and during the natural Lives of him the ſaid *G. H.* and of *J.* and *M.* his Sons, and for and during the Life natural of every and either of them longeſt living, by and under the yearly Rent of, *&c.* of lawful Money, *&c.* with divers other Covenants and Agreements in the ſaid recited Indenture mentioned and contained; as in and by the ſame, Relation being thereunto had, may more fully and at large appear: **And whereas** the ſaid recited Indenture of Leaſe, and all the Eſtate of, in and to the Premiſſes, is by ſeveral mean Conveyances and Aſſurances in the Law well and duly executed, come unto and veſted in me the ſaid *T. L.* by Virtue whereof the ſole Power of ſurrendring, and taking a new Eſtate of the Premiſſes of the Lord thereof, is lawfully and only in me: **Now know ye,** That I the ſaid *T. L.* for divers good Cauſes and Conſiderations me thereunto moving, **Have** ſurrendered and yielded up, and by theſe Preſents **Do** ſurrender and yield up, unto *T. A.* of, *&c.* Eſq; Lord of the ſaid Meſuage or Tene-

ment

ment and Premiſſes, All my Eſtate, Right, Title, Intereſt, Term, Claim and Demand whatſoever, of, in or to the ſaid Meſuage or Tenement and Premiſſes, and of, in or to every Part or Parcel thereof, together with the ſaid recited Indenture of Leaſe. In Witneſs, &c.

A Surrender of a Copyhold Eſtate taken by the Steward out of the Manor, in the Preſence of two cuſtomary Tenants.

Manor of A. } BE it remembered, That on the Day, &c. at *M.* in the County of, &c. *T. B.* (who claims to hold for Term of his Life by Copy of Court-Roll of the Manor aforeſaid, bearing Date, &c. (amongſt other Things) one Cloſe of Paſture, &c. and one Cloſe of, &c. containing, &c. with the Appurtenances, within the ſaid Manor of *A.* aforeſaid) came before me *G. J.* Gent. Steward of the ſaid Manor, and in the Preſence of *A. W.* and *C. D.* two of the cuſtomary Tenants of the ſaid Manor, did ſurrender and yield up into the Hands of the Lord of the Manor of *A.* aforeſaid the ſaid ſeveral Cloſes of Paſture and Arable Land, with the Appurtenances, and all his Eſtate, Right, Title, Intereſt, Poſſeſſion, (if more than one Life) Reverſion, Claim and Demand whatſoever, of, in and to the ſame, and of, in and to every Part and Parcel thereof, to the End the ſaid Lord of the ſaid Manor might do therewith his Will.

T. B.

Taken the Day and Year firſt above written, before me *G. J.* Steward there, in the Preſence of

A. W.
C. D. } Tenants.

Note,

Note; This is to be read to the Tenants after the Tenant *T. B.* hath ſurrendered, ſaying after the Steward the uſual Words in the common Surrender; and then the two cuſtomary Tenants put their Hands as Witneſſes, as above.

A Surrender of a Copyhold Eſtate, held by one Life, into the Hands of the Lord of the Manor, in Conſideration of an Annuity payable during Life, by Way of Aſſignment.

TO all to whom theſe Preſents ſhall come, *M. C.* of, *&c.* ſendeth Greeting. Whereas the ſaid *M. C.* by Virtue of a Copy of Court-Roll of the Manor of, *&c.* bearing Date, *&c.* ſigned by, *&c.* then Lord of the ſaid Manor, is and ſtands lawfully poſſeſſed of and intereſted in one Tenement, *&c.* being Part of the Manor aforeſaid, for the Term of her Life, according to the Cuſtom of the ſaid Manor, as by the ſaid Copy of Court-Roll more at large may appear: Now theſe Preſents witneſs, That the ſaid *M. C.* for and in Conſideration of the annual Sum of, *&c.* of lawful Money, *&c.* ſecured to be paid her during the Term of her natural Life, by *W. B.* Eſq; preſent Lord of the Manor of, *&c.* aforeſaid, Hath aſſigned, transferred and ſet over, and by theſe Preſents Doth aſſign, transfer and ſet over, unto the ſaid *W. B.* The before recited Tenement, *&c.* with the Appurtenances, and all the Right, Title, Intereſt, Claim and Demand whatſoever, of her the ſaid *M. C.* of, in and to the ſame, by Virtue of the ſaid Copy of Court-Roll, or the Cuſtom of the ſaid Manor, or otherwiſe howſoever, together alſo with the ſaid Copy. And to the Intent the ſaid *W. B.* may become as lawfully and abſolutely poſſeſſed of the ſaid Tenement, Lands and Premiſſes, as of other Parts of the ſaid Manor

Manor now in his Hands, the ſaid *M. C.* doth hereby covenant and promiſe, to and with the ſaid *W. B.* his Heirs and Aſſigns, that ſhe the ſaid *M. C.* ſhall and will, at the next Court Baron to be held for the ſaid Manor of, *&c.* or at any other Time or Times, upon the Requeſt, and at the Coſts and Charges of the ſaid *W. B.* or his Heirs, ſurrender into his or their Hands, or into the Hands of the Steward of the ſaid Manor, or otherwiſe, according to the Cuſtom of the ſaid Manor, to the Uſe of the ſaid *W. B.* his Heirs and Aſſigns, the aforeſaid Tenement, *&c.* and all the Lands, Meadows, Paſtures, Feedings and Commons, to the ſame belonging or appertaining; and all her Right, Title, Claim and Demand whatſoever, of, in and to the ſame. And that ſhe the ſaid *M. C.* ſhall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *W. B.* his Heirs or Aſſigns, make and do all and every ſuch further and other lawful and reaſonable Acts and Things, for the further, better, and more perfect Aſſuring and Conveying of the ſaid Tenement, Lands and Premiſſes, to the Uſe of the ſaid *W. B.* his Heirs and Aſſigns, as by him or them, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required: And further, That at the Time of ſuch Surrender or Surrenders, or other Aſſurance or Aſſurances to be made of the ſaid Tenement, Lands and Premiſſes, the ſame ſhall be free and clear, and freely and clearly acquitted and diſcharged, of and from all former Surrenders, Forfeitures, and other Incumbrances whatſoever, had, made, done, or wittingly or willingly ſuffered, by her the ſaid *M. C.* or by any other Perſon or Perſons lawfully claiming by, from or under her. In Witneſs, &c.

Bond for paying the Annuity of two Payments in the Year, the firſt to begin at, *&c.* reciting at large this Deed of Surrender in the Beginning.

A Sur-

A Surrender of a Copyhold Eſtate, held by a Widowhood and one Life, out of Court, in order to take a new Eſtate in the Premiſſes by Leaſe.

TO all to whom theſe Preſents ſhall come, *A. F.* Widow of *J. F.* of, *&c.* deceaſed, and *S. P.* Wife of *R. P.* of the ſame Place, *&c.* and the ſaid *R. P.* ſend Greeting. **Whereas** by Copy of Court-Roll of the Manor of, *&c.* aforeſaid, bearing Date, *&c.* a Grant was made by, *&c.* unto *T. F.* of, *&c.* aforeſaid, of a Meſuage or Tenement, *&c.* ſituate, lying and being in, *&c.* and then late in the Tenure of, *&c.* To hold for the Term of the Lives of the ſaid *T. F.* and *J. F.* and *S. F.* Son and Daughter of the ſaid *T. F.* and the Life of either of them longeſt living, ſucceſſively, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, by and under the yearly Rent of, *&c.* and one Heriot, when it ſhould happen, the beſt Beaſt or Goods, or in Lieu thereof, the Sum of, *&c.* in Money, at the Election of the Lord of the ſaid Manor, and by and under all other Rents, Burdens, Works, Suits, Cuſtoms and Services therefore due and of Right accuſtomed; as by the ſaid Copy of Court-Roll more at large may appear: **And whereas** the ſaid *T. F.* and *J. F.* are ſince deceaſed, whereby the ſaid *A. F.* is poſſeſſed of the Premiſſes aforeſaid for Term of her Widowhood, according to the Cuſtom of the ſaid Manor of, *&c.* And whereas the ſaid *S. F.* is ſince married to the ſaid *R. P.* **Now theſe Preſents witneſs,** That the ſaid *A. F.* by and with the Conſent, and at the Direction and Appointment of the ſaid *S. P.* and *R. P.* teſtified by their being made Parties to, and Signing and Sealing of theſe Preſents; and alſo the ſaid *S. P.* and *R. P.* for divers good Cauſes and valuable Conſiderations them thereunto eſpecially moving, and to the Intent

Intent and Purpoſe that a new Eſtate of and in the ſaid Premiſſes may be granted to the ſaid *A. F.* they the ſaid *A. F. S. P.* and *R. P.* have ſurrendered and yielded up, and by theſe Preſents Do, and each and either of them doth ſurrender and yield up, unto *W. B.* the Elder, Eſq; *&c.* and *W. B.* the Younger, Eſq; eldeſt Son and Heir of the ſaid *W. B.* the Elder, and Lord of the ſaid Manor of, *&c.* As well the ſaid recited Copy of Court-Roll, and all and ſingular the Meſſuage, Tenement, Lands and Premiſſes aforeſaid, with the Appurtenances, therein and thereby granted; As alſo all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Reverſion, Property, Claim and Demand whatſoever, of them the ſaid *A. F. S. P.* and *R. P.* and of either or any of them, of, in and to the ſame, or of, in or to any Part or Parcel thereof. And the ſaid *A. F. S. P.* and *R. P.* do hereby covenant for themſelves, and every of them, by theſe Preſents, That they the ſaid *A. F. S. P.* and *R. P.* and each and every of them, ſhall and will from Time to Time, and at all Times hereafter, during the Term of their Lives, at the reaſonable Requeſt, Coſt and Charges in the Law of the ſaid *W. B.* the Elder, and *W. B.* the Younger, or either of them, their or either of their Heirs or Aſſigns, make and do all and every ſuch further and other lawful and reaſonable Acts and Things, for the further, better, and more perfect Surrendering of the ſaid Tenement, Lands and Premiſſes, to the Uſe of the ſaid *W. B.* the Elder, and *W. B.* the Younger, their Heirs and Aſſigns, as by them, or either of them, their or either of their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. In Witneſs, &c.

A Cove-

A Covenant in Nature of a Mortgage, upon a Surrender of Copyhold Lands, on Condition to pay a Sum of Money at a certain Time to come.

THIS Indenture made, *&c.* Between *T. D.* of, *&c.* of the one Part, and *J. H.* of, *&c.* of the other Part, Witnesseth, That whereas the said *T. D.* hath lately surrendered into the Hands of the Lord of the Manor of, *&c.* according to the Custom of the said Manor, by the Hands and Acceptance of *R. C.* and *T. M.* two of the customary Tenants of the said Manor, All that Messuage, *&c.* with all and singular [the Appurtenances, lying and being within the Manor of, *&c.* aforesaid, to the Use of the said *J. H.* his Heirs and Assigns, to hold according to the Custom of the said Manor, with a Proviso, and upon Condition, That if the said *T. D.* his Heirs, Executors or Administrators, shall and do well and truly pay, or cause to be paid, unto the said *J. H.* his Executors, Administrators or Assigns, the Sum of, *&c.* of lawful Money, *&c.* at, *&c.* then the said Surrender to be void and of none Effect, as by a Note or *Memorandum* of the said Surrender, taken out of the Court-Roll the Day of the Date hereof, (Relation being thereunto had) more plainly appeareth: Now the said *T. D.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *J. H.* his Executors and Administrators, by these Presents, That he the said *T. D.* his Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid, unto the said *J. H.* his Executors and Admnistrators, the said Sum of, *&c.* of lawful Money, *&c.* at the Day and Place, and in Manner and Form, as in the said Proviso or Condition of the said Surrender before-recited, limited and appointed for the Payment thereof. And further-

alſo, that he the ſaid *T. D.* at the Time of the making of the ſaid Surrender before-recited, had a good Eſtate of Inheritance in Fee-Simple, according to the Cuſtom of the ſaid Manor of, *&c.* of and in the ſaid Meſuage, and all and ſingular the Premiſſes, with the Appurtenances before-mentioned to be ſurrendered, and had good Right, and lawful and abſolute Power and Authority in himſelf to ſurrender the ſame, and every Part thereof, unto the ſaid *J. H.* and his Heirs, in Manner and Form aforeſaid, and that the ſame are free from all former Surrenders and Incumbrances whatſoever.

In Default of Payment, *J. H.* and his Heirs to enjoy the Premiſſes for ever: And after Default, to make further Aſſurance, be it by Fine or Recovery, Surrender, Releaſe, or Confirmation, according to the Cuſtom of the ſaid Manor, *&c.* Till Default of Payment, *J. H.* to permit and ſuffer *T. D.* to enjoy *&c.*

A Releaſe of a Copyhold Eſtate.

TO all to whom theſe Preſents ſhall come, *A. B.* of, *&c.* and *C. B.* of, *&c.* Brother of the ſaid *A. B.* ſend Greeting. **Whereas** the ſaid *A. B.* is or was ſeiſed for and during the Term of his natural Life, according to the Cuſtom of the Manor of, *&c.* of and in one Copyhold Meſuage or Tenement, with the Appurtenances, in, *&c.* aforeſaid, being Parcel of the ſaid Manor, late in the Tenure or Occupation of, *&c.* deceaſed, and of and in ſeveral Parcels of Land, Meadow and Paſture, to the ſame belonging, or reputed Part thereof: **And whereas** the ſaid *C. B.* hath a Copyhold Eſtate for the Term of his Life, in the ſaid Meſuage and Premiſſes in Reverſion after the Death of the ſaid *A. B.* as by the Court-Rolls of the ſaid Manor of, *&c.* more at large appeareth: **Now know ye,** That the ſaid *A. B.* and *C. B.* for and in Purſuance of an Agreement heretofore made and concluded between the ſaid *A. B.* and

E. F.

E. F. Eſq; Lord of the ſaid Manor of, *&c.* of and for the ſaid Copyhold Eſtate, and for and in Conſideration of the Sum of, *&c.* of lawful Money, *&c.* by him the ſaid *E. F.* in Hand paid to the ſaid *A. B.* and *C. B.* or one of them, before the Sealing and Delivery hereof, the Receipt whereof they do hereby acknowledge, and for other good Cauſes and Conſiderations them thereunto moving, Have granted, yielded up, ſurrendred, remiſed, releaſed, and quit-claimed, and by theſe Preſents they the ſaid *A. B.* and *C. B.* Do, and each of them Doth, grant, yield up, ſurrender, remiſe, releaſe, and for ever quit-claim, unto the ſaid *E. F.* his Heirs, Executors and Adminiſtrators for ever, Their ſaid ſeveral and reſpective Copyhold Eſtates in the ſaid Meſuage, Lands and Premiſſes, and in any Part or Parcel of the ſame, and all their and either of their Eſtate, as well Freehold as Copyhold, Right, Title, Intereſt, Poſſeſſion, Claim and Demand whatſoever, either in Law or Equity, or according to the Cuſtom of the ſaid Manor, or otherwiſe howſoever. And the ſaid *A. B.* and *C. B.* do for themſelves, their Heirs, Executors and Adminiſtrators, covenant and grant, to and with the ſaid *E. F.* his Heirs, Executors and Adminiſtrators, by theſe Preſents, That they the ſaid *A. B.* and *C. B.* ſhall and will from Time to Time, and at all Times hereafter, upon Requeſt, and at the Coſts and Charges in the Law of the ſaid *E. F.* do and perfect, or cauſe to be done and perfected, all ſuch lawful and reaſonable Acts and Things in the Law, for the ſurrendering, barring and extinguiſhing of their or either of their Right and Eſtate, as well Freehold as Cuſtomary, and all their or either of their Claim or Demand in or to the ſaid Meſuage or Tenement and Premiſſes, or any of them, as by him the ſaid *E. F.* his Heirs or Aſſigns, ſhall be reaſonably deviſed and required. In Witneſs, &c.

A Ge-

A General Exchange of one Parcel of Land for another.

THIS Indenture made, &c. Between *R. C.* of, &c. of the one Part, and *W. B.* of, &c. of the other Part, Witneſſeth, That the ſaid *R. C.* hath given and granted, and by theſe Preſents doth give and grant, unto the ſaid *W. B.* All that Piece or Parcel of Arable Land lying, &c. bounded, &c. containing one Acre; To have and to hold the ſaid Acre of Land above-mentioned, with the Appurtenances, unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of fourſcore and nineteen Years next and immediately enſuing, and fully to be complete and ended, if he the ſaid *R. C.* and *A.* his Wife, and *R.* their Son, or any or either of them, ſhall happen ſo long to live, in Exchange for one Acre of Land lying, &c. being Part of three Acres of Land late in the Tenure of, &c. extending itſelf, &c. For which Conſideration the ſaid *W. B.* hath given and granted, and by theſe Preſents doth give and grant, unto the ſaid *R. C.* The ſaid one Acre of Land laſt above-mentioned, with the Appurtenances; To have and to hold the ſaid one Acre of Land above-mentioned, with the Appurtenances, unto the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of fourſcore and nineteen Years next and immediately enſuing and following, fully to be complete and ended, if he the ſaid *R. C. A.* his Wife, and *R.* their Son, or any or either of them, ſhall happen ſo long to live, in Exchange of and for the ſaid one Acre of Land firſt above-mentioned. And the ſaid *R. C.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant, to and with the ſaid *W. B.* his Executors and Adminiſtrators, That he the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to

Time, and at all Times, during the ſaid Term hereby granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid one Acre of Arable Land firſt above-mentioned, without the Let, Trouble, Hinderance, Moleſtation, Interruption or Denial of him the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, or any of them, or of any other Perſon and Perſons whatſoever, claiming in, by, from or under him, them, or any of them. And the ſaid *W. B.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant, to and with the ſaid *R. C.* his Executors and Adminiſtrators, That he the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during the ſaid Term hereby granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid one Acre of Land laſt above-mentioned, without the Let, Trouble, Hindrance, Moleſtation, Interruption or Denial of him the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, or any of them, or of any other Perſon and Perſons whatſoever, claiming in, by, from or under him, them, or any of them. In Witneſs, &c.

A Mar-

A Marriage-Settlement to a Wife, by way of Aſſignment of a Leaſehold Eſtate for ninety-nine Years, in full of all Dower, &c. made to Truſtees in Truſt for the Huſband during his Life; and after his Deceaſe, to the Wife for Life; and after both their Deceaſes, to whom the intended Huſband by Will or other Writing ſhall limit and appoint; with an Annuity payable out of the Eſtate to the Huſband's Mother; and after her Deceaſe he hath Power to grant another Annuity, &c.

THIS Indenture made, *&c.* Between *J. B.* of, *&c.* of the one Part, and *J. S.* the Younger, of, *&c.* Sir *J. S.* of, *&c.* *G. C.* of, *&c.* and *H. B.* of, *&c.* of the other Part. Whereas the Right Honourable *J.* Earl of *S.* by his Indenture of Leaſe bearing Date, *&c.* for the Conſiderations therein mentioned, hath demiſed and granted unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, all that Site, capital Meſuage and Farm, with the Appurtenances, called, *&c.* ſituate, *&c.* And alſo all Houſes, Buildings, Gardens, Orchards, Sheep-Paſtures, Commons, Underwoods, Cuſtom, Works and Profits whatſoever, to the ſaid Site, Capital Meſuage, Farm, Tenements and Premiſſes, or any Part thereof, belonging or in any wiſe appertaining; To hold the ſaid Site, Capital Meſuage, Farm and Premiſſes, with the Appurtenances, unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for and during, and unto the full End and Term of fourſcore and nineteen Years, if *R. K.* of, *&c.* *J. B.* and *W. B.* Sons of the ſaid *J. B.* Party

to theſe Preſents, or any or either of them, ſhall ſo long live, at and under the yearly Rents, Exceptions, Covenants and Services, in the ſame Indenture mentioned and expreſſed, as in and by the ſaid Indenture of Leaſe, Relation thereunto being had, may more fully and at large appear: **And whereas** the Right Honourable *H.* Lord *A.* Baron *A.* of, *&c.* and *T. S.* of, *&c.* unto whom the Reverſion and Inheritance of the ſaid Farm, and of all other the Premiſſes, are ſince conveyed by the ſaid Earl of *S.* by their Indenture of Leaſe dated, *&c.* before the Date hereof, **Have** demiſed and granted unto the ſaid *J. B.* Party to theſe Preſents, the ſaid Site, Capital Meſuage, Farm, and all other the Premiſſes, mentioned and intended to be leaſed and granted unto the ſaid *J. B.* Party to theſe Preſents, by the ſaid firſt recited Indenture of Leaſe; To hold unto the ſaid *J. B.* his Executors and Aſſigns, immediately from and after the Death of the ſaid *R. K.* and the Deaths of the ſaid *J. B.* and *W. B.* the Sons of the ſaid *J. B.* Party to theſe Preſents, or the Forfeiture, Determination, or other Avoidance of the ſaid Eſtate before-mentioned, and granted to the ſaid *J. B.* Party to theſe Preſents, by the ſaid *J.* Earl of *S.* in and by the ſaid firſt recited Indenture of Leaſe, for the Term of fourſcore and nineteen Years from thence next enſuing, if *J. S.* the Younger, of, *&c.* ſhall ſo long live: **Now this Indenture witneſſeth**, That the ſaid *J. B.* the Elder, for and in Conſideration of a Marriage (by God's Permiſſion) intended to be had and ſolemnized between the ſaid *J. B.* the Elder and the ſaid *J. S.* and in Conſideration of the Sum of nine hundred Pounds of lawful Money, *&c.* being the Marriage-Portion of the ſaid *J. S.* and for a competent Jointure to be made unto the ſaid *J. S.* (in caſe the ſaid intended Marriage takes Effect, and ſhe ſhall happen to ſurvive and over-live the ſaid *J. B.* the Elder) and in Recompence and Diſcharge of all ſuch Dower and Title of Dower as ſhe may hereafter have or claim, of, in or out of any the Lands, Tenements and Hereditaments, whereof the ſaid *J. B.*

the Elder now is or ſhall be ſeiſed at any Time during the Coverture between them, and for divers other good Cauſes and Conſiderations him thereunto moving, by the Conſent and Direction of her the ſaid *J. S.* teſtified by her being made a Party to theſe Preſents, **Hath** granted, aſſigned and ſet over, and by theſe Preſents **Doth** grant, aſſign and ſet over, unto the ſaid Sir *J. S. G. C.* and *H. B.* their Executors and Adminiſtrators, **All** that the aforeſaid Site, Capital Meſuage, and Farm, with the Appurtenances, called, *&c.* ſituate, *&c.* and all and ſingular other the Premiſſes whatſoever, mentioned and contained in the ſaid ſeveral recited Indentures of Leaſes, or either of them, with their and every of their Appurtenances, together with the ſaid ſeveral recited Indentures of Leaſes; **To have and to hold** the ſaid Site, Capital Meſuage, Farm, Tenements, and all other the Premiſſes whatſoever, and the ſaid ſeveral recited Indentures of Leaſes, unto the ſaid Sir *J. S. G. H.* and *H. B.* their Executors and Adminiſtrators, for and during all the Reſidue and Remainder of the ſaid Term and Eſtates above-mentioned or intended to be granted by the ſaid *J.* Earl of *S.* and by the ſaid Lord *A.* and *T. S.* or either of them, in and by the ſaid ſeveral recited Indentures of Leaſes yet to come and unexpired, at and under the yearly Rents, Exceptions, Covenants and Conditions, in the ſaid recited Indentures of Leaſes mentioned and contained: **Upon the ſpecial Truſts** nevertheleſs, and to the ſeveral Uſes, Intents and Purpoſes hereafter-mentioned and declared, (that is to ſay) **That** they the ſaid Sir *J. S. G. C.* and *H. B.* and the Survivors and Survivor of them, their Executors and Adminiſtrators, ſhall and will permit and ſuffer the ſaid *J. B.* the Elder, and his Aſſigns, to have, hold, poſſeſs and enjoy the ſaid Site, Capital Meſuage, Farm, Tenement and Premiſſes, with the Appurtenances, and all and ſingular the Rents, Iſſues and Profits thereof, to have, take, receive and diſpoſe to his own proper Uſe and Behoof, for and during ſo many Years of the ſaid ſeveral Terms of fourſcore and nineteen Years,

as he ſhall happen to live; And alſo from and immediately after the Death of the ſaid *J. B.* the Elder, in caſe the ſaid intended Marriage takes Effect, ſhall and will permit and ſuffer the ſaid *J. S.* and her Aſſigns to have, hold, poſſeſs and enjoy the ſaid Site, Capital Meſuage, Farm, Tenements and Premiſſes whatſoever, with the Appurtenances, and all and ſingular the Rents, Iſſues and Profits thereof, to have, take, receive and diſpoſe, to her own proper Uſe and Behoof, for and during ſo many Years of the ſaid ſeveral Terms of fourſcore and nineteen Years, as he ſhall happen to live; And alſo from and after the Death of the ſaid *J. B.* the Elder, and the Death of the ſaid *J. S.* ſhall and will permit and ſuffer ſuch Perſon and Perſons, to whom the ſaid *J. B.* the Elder ſhall by his laſt Will and Teſtament, or by ſome Deed under his Hand and Seal, give, deviſe, bequeath, limit or appoint the ſaid Premiſſes, or in Default of ſuch Appointment, the Executors or Adminiſtrators of the ſaid *J. B.* the Elder, to have, hold, poſſeſs and enjoy the ſaid Site, Capital Meſuage, Farm, Tenement and Premiſſes, with the Appurtenances, for and during all the Reſidue and Remainder of the ſaid firſt recited Term of fourſcore and nineteen Years, which ſhall be then to come and unexpired. And upon this further Truſt and Confidence, That they the ſaid Sir *J. S. G. C.* and *H. B.* and the Survivors and Survivor of them, their Executors and Adminiſtrators, ſhall and will permit and ſuffer *A. B.* Mother of the ſaid *J. B.* the Elder, to have, hold, enjoy, receive and take one Annuity or yearly Rent of, *&c.* of lawful Money, *&c.* at the Feaſts of, *&c.* by equal Portions, to be iſſuing, going forth and out of the ſaid Capital Meſuage, Farm, Lands, Tenements, and all other the Premiſſes, yearly, and every Year, during ſo many Years of the ſaid firſt recited Term of fourſcore and nineteen Years, as the above-named *R. K.* ſhall happen to live, if ſhe the ſaid *A. B.* ſhall ſo long live, according to a former Settlement and Proviſion made for the ſaid *A. B.* at her Marriage with *W. B.* late of, *&c.*

afore-

aforeſaid, Gent. deceaſed, Father of the ſaid *J. B.* the Elder. And if it ſhall happen that the ſaid Annuity or yearly Rent of, *&c.* or any Part or Parcel thereof, ſhall be behind or unpaid at any Time during the ſaid Term, that then it ſhall and may be lawful to and for the ſaid *A. B.* to enter into and upon the ſaid Lands and Premiſſes charged with the Payment thereof, or in or upon any Part thereof, and diſtrain for the ſaid Annuity or yearly Rent, and the Diſtreſs and Diſtreſſes ſo from Time to Time to be had and taken, to impound, and in Pound to detain and keep, until the ſaid yearly Rent, and all Arrearages thereof, ſhall be fully ſatisfied and paid. And the ſaid *J. B.* the Elder doth by theſe Preſents, for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid Sir *J. S. G. C.* and *H. B.* their Executors and Adminiſtrators, and to and with every of them, that the ſaid Site, Capital Meſſuage, Farm, Lands, Tenements, and all other the Premiſſes, now are, and ſhall continue during the ſaid ſeveral Terms and Eſtates hereby granted and aſſigned, free and clear, and freely and clearly acquitted and diſcharged of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or executed by him the ſaid *J. B.* the Elder, or by any other Perſon or Perſons lawfully claiming from, by or under him (except the ſaid Annuity or yearly Rent of, *&c.* payable to the ſaid *A. B.* in ſuch Manner as is by theſe Preſents declared). Provided always, and it is covenanted, granted, concluded and agreed, by and between all the ſaid Parties to theſe Preſents, That if the ſaid *J. B.* the Elder, or his Aſſigns, ſhall be minded to procure a new Leaſe or Eſtate of or in the ſaid Capital Meſuage, Farm, Tenement and Premiſſes, from the ſaid Lord *A.* and *T. S.* or from the Heirs or Aſſigns of the ſaid Lord *A.* Or if the ſaid *J. B.* the Elder, or his Aſſigns, after the Death of the ſaid *J. S.* ſhall be minded to alter or change any of the Uſes and Truſts herein before-mentioned and declared, That

then the ſaid Sir *J. S. G. C.* and *H. B.* and the Survivors or Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, (at the Requeſt and Charges of him the ſaid *J. B.* the Elder, or his Aſſigns) ſhall and will ſurrender and yield up the ſaid firſt recited Indentures of Leaſe, and the Reſidue and Remainder of the ſaid Terms and Eſtates thereby granted, in ſuch Sort, that he the ſaid *J. B.* the Elder, or his Aſſigns, ſhall and may be thereby enabled to procure ſuch new Leaſe or Eſtate to commence and take Effect immediately after the Expiration or Determination of the ſaid Term and Eſtate granted in and by the ſaid laſt recited Indenture of Leaſe, ſo as the ſame do not prejudice or impeach the Eſtate or Truſt herein limited and declared for the Jointure and Benefit of the ſaid *J. S.* as aforeſaid. **Provided alſo,** and it is further declared and agreed, by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *J. B.* the Elder, and the ſaid *J. B.* the Elder ſhall have full Power and Authority, from and after the Death of the ſaid *A. B.* Mother of the ſaid *J. B.* the Elder, by ſome Deed under his Hand and Seal, or by his Laſt Will and Teſtament, to give, grant or deviſe, one Annuity or yearly Rent not exceeding, *&c.* by the Year, unto the ſaid *J. B.* the Son of the ſaid *J. B.* the Elder, to be iſſuing, going forth and out of the ſaid Site, Capital Meſuage, Farm, Tenement and Premiſſes, yearly, and every Year, during ſo many Years of the ſaid firſt recited Term of fourſcore and nineteen Years, as the ſaid *J. B.* the Son of the ſaid *J. B.* the Elder, ſhall happen to live. **In Witneſs,** &c.

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The Limitation of the Eſtate before aſſigned after the Death of the Huſband and Wife, and a further Annuity granted by the Huſband, according to and in Purſuance of the Powers reſerved to himſelf by the preceding Settlement, with Power of Revocation, &c.

TO all to whom theſe Preſents ſhall come, *J. B.* of, *&c.* ſendeth Greeting. Whereas, &c. (*reciting the two Leaſes from the Earl of* S. *and Lord* A. *and* T. S. *juſt as in the foregoing Precedent.*) And whereas the ſaid *J. B.* Party to theſe Preſents, by his Indenture of Grant and Aſſignment, bearing Date, *&c.* in Conſideration of a Marriage to be had and ſolemnized between the ſaid *J. B.* and *J. S.* now Wife of the ſaid *J. B.* and other Conſiderations therein mentioned, Hath granted, aſſigned and ſet over unto Sir *J. S.* Brother of the ſaid *J. S. G. C.* of, *&c.* and *H. B.* of, *&c.* their Executors and Adminiſtrators, the aforeſaid Site, Capital Meſuage and Farm, and all other the Premiſſes mentioned and contained in the ſaid ſeveral recited Indentures of Leaſe, or in either of them; To have and to hold the ſaid Site, Capital Meſuage, Farm, Tenement, and all other the Premiſſes, unto the ſaid Sir *J. S. G. C.* and *H. B.* their Executors, and Adminiſtrators, for and during all the Reſt and Remainder of the ſaid Terms and Eſtates abovementioned or intended to be granted by the ſaid *J.* Earl of *S.* and by the ſaid *H.* Lord *A.* and by the ſaid *T. S.* or either of them, in and by the ſaid ſeveral recited Indentures yet to come and unexpired; Upon Truſt nevertheleſs, That they ſhall permit the ſaid *J. B.* Party to the ſaid Indenture, and his Aſſigns, to have, hold, poſſeſs and enjoy the ſaid Site, Capital Meſuage, Farm, Tenement, and all other the Premiſſes,

Premiſſes, with the Appurtenances, and receive the Rents, Iſſues and Profits thereof, for ſo many Years of the ſaid ſeveral Terms of Fourſcore and nineteen Years as he ſhall live; And from and after the Death of the ſaid *J. B.* ſhall permit the ſaid *J. S.* now the Wife of the ſaid *J. B.* and her Aſſigns, to hold and enjoy the ſaid Site, Capital Meſuage, Farm and Premiſſes, and the Rents, Iſſues and Profits thereof, to take and receive for her own Uſe, for ſo many Years of the ſaid ſeveral Terms of Fourſcore and nineteen Years, as he ſhall live. And upon further Truſt, That after the Death of the ſaid *J. B.* Party to the ſaid recited Indenture, and the Death of the ſaid *J.* his ſaid Wife, they the ſaid Sir *J. S. G. C.* and *H. B.* their Executors and Adminſtrators, ſhall permit and ſuffer ſuch Perſon and Perſons, to whom the ſaid *J. B.* ſhall by his Laſt Will and Teſtament, or by ſome Deed under his Hand and Seal, give, deviſe, bequeath, limit or appoint the ſaid Premiſſes, To have, hold, poſſeſs and enjoy the ſame, for and during all the Reſidue of the ſaid firſt recited Term of Fourſcore and nineteen Years, which ſhall be to come at the Time of the Death of the Survivor of them the ſaid *J. B.* and *J.* his now Wife. In which Indenture there is alſo a Proviſo and Agreement, That it ſhall and may be lawful to and for the ſaid *J. B.* by ſome Deed under his Hand and Seal, or by his Laſt Will and Teſtament, to give, grant or deviſe one Annuity or yearly Rent not exceeding, *&c.* by the Year, unto the ſaid *J. B.* the Son of the ſaid *J. B.* to be iſſuing and going forth out of the ſaid Site, Capital Meſuage, Farm, Tenement and Premiſſes, yearly and every Year, during ſo many Years of the ſaid firſt recited Term of Fourſcore and nineteen Years, as the ſaid *J. B.* the Son ſhall happen to live, to commence from and after the Death of *A. B.* Mother of the ſaid *J. B.* as by the ſaid Indenture, among other Truſts and Agreements therein contained, appeareth. Now know ye, That the ſaid *J. B.* according to and in Purſuance of the ſaid Proviſo and Agreement, by this his Deed

under his Hand and Seal, Doth give and grant unto the ſaid *J. B.* his Son, One yearly Rent of, *&c.* to be iſſuing and going forth out of the ſaid Capital Meſuage, Farm and Premiſſes, To have and to hold the ſaid Annuity or yearly Rent of, *&c.* unto the ſaid *J. B.* the Son, immediately from and after the Death of the ſaid *A. B.* Mother of the ſaid *J. B.* for and during ſo many Years of the ſaid firſt recited Term of Fourſcore and nineteen Years as the ſaid *J. B.* the Son of the ſaid *J. B.* ſhall live; And that it ſhall be lawful to and for the ſaid *J. B.* the Son, from Time to Time, and at all Times, when and as often as the ſaid yearly Rent ſhall be behind and unpaid, to enter into and upon the ſaid Lands and Premiſſes charged with the Payment thereof, or in or upon any Part thereof, and diſtrain for the ſaid yearly Rent, and the Diſtreſs or Diſtreſſes ſo from Time to Time to be had and taken to impound, and in Pound to detain and keep, until the ſaid yearly Rent, and all Arrearages thereof, ſhall be fully ſatisfied and paid. And the ſaid *J. B.* doth by this his Deed under his Hand and Seal limit and appoint, That after the Death of him the ſaid *J. B.* and the Death of the ſaid *J.* his Wife, if the ſaid *J. B.* the Son ſhall and do outlive *J. B.* his ſaid Father, and the ſaid *J.* Wife of the ſaid *J. B.* his Father, that then they the ſaid Sir *J. S. G. C.* and *H. B.* their Executors and Adminiſtrators, ſhall from thenceforth permit and ſuffer the ſaid *J. B.* the Son, his Executors, Adminiſtrators and Aſſigns, to have, hold, poſſeſs and enjoy the ſaid Site, Capital Meſuage, Farm, Tenement, Lands and Premiſſes, for his and their own Uſe and Benefit, during all the Reſt and Reſidue of the ſaid firſt recited Term of Fourſcore and nineteen Years, determinable as aforeſaid, which ſhall be then to come and unexpired therein. And the ſaid *J. B.* doth by this his Deed under his Hand and Seal further limit and appoint, That if and in caſe the ſaid *J. B.* the Son ſhall die in the Life-time of the ſaid *J. B.* the Father, or in the Life-time of the ſaid *J.* the ſaid Wife of the ſaid *J. B.* or before he attain

to

to the Age of One and twenty Years, or be married, and that *W. B.* the other Son of the ſaid *J. B.* and Brother of the ſaid *J.* the Son, ſhall and do outlive the ſaid *J. B.* the Father, *J.* his ſaid Wife, and the ſaid *J. B.* his Son, That then they the ſaid Sir *J. S. G. C.* and *H. B.* ſhall permit and ſuffer the ſaid *W. B.* his Executors and Aſſigns, to have, hold, poſſeſs and enjoy the ſaid Site, Capital Meſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, for his and their own Uſe and Benefit, during all the Reſt and Reſidue of the ſaid firſt recited Term of Fourſcore and nineteen Years, determinable as aforeſaid, which ſhall be then to come and unexpired therein. And the ſaid *J. B.* doth by this his Deed under his Hand and Seal further limit and appoint, That if the ſaid *W. B.* ſhall die in the Life-time of his ſaid Father, or in the Life-time of the ſaid *J.* Wife of the ſaid *J. B.* or in the Life-time of the ſaid *J.* his Brother, and that the firſt recited Term of Fourſcore and nineteen Years ſhall have longer Continuance, and that the two Daughters of the ſaid *J.* the Father, *M.* and *M.* ſhall be living, that then the ſaid Sir *J. S. G. C.* and *H. B.* their Executors and Adminiſtrators, ſhall permit and ſuffer the ſaid *M.* and *M.* to hold and enjoy the ſaid Site, Capital Meſuage, Farm, Lands, Tenements and Premiſſes, and the Rents, Iſſues and Profits thereof, to take and receive equally between them, during all the Reſt and Reſidue of the ſaid firſt recited Term of Fourſcore and nineteen Years, determinable as aforeſaid, which ſhall be then to come and unexpired therein: and if but one of them the ſaid *M.* and *M.* ſhall be then living, ſhall permit the Survivor of them, her Executors or Adminiſtrators, to hold and enjoy the ſaid Site, Capital Meſuage, Farm and Premiſſes, during all the ſaid Term; and if neither of them ſhall be living, ſhall permit and ſuffer the Executors or Adminiſtrators of the Survivor of them the ſaid *M.* and *M.* to hold and enjoy the ſame, during the then Reſt and Reſidue of the ſaid Term. Provided always, That if the ſaid *J. B.* the Father ſhall

ſhall at any Time hereafter be minded to revoke and make void this preſent Deed, and the Truſt therein or thereby limited, and ſhall in Writing indorſe on this preſent Deed that he doth revoke this Deed, and the Truſts herein contained, and ſhall then cancel this Deed, That then and from thenceforth this preſent Deed, and all the Truſts and Uſes therein contained, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes; any thing herein contained to the contrary notwithſtanding. In Witneſs, &c.

A Settlement or Leaſe of a Copyhold Eſtate in order to a Marriage, made from the intended Huſband's Uncle to Truſtees in Truſt for his Nephew, to enable him to make a Jointure to a Wife: Firſt, the Uncle to enjoy during his Life, then the Nephew or intended Huſband to enjoy during his Life; and after both their Deceaſes, to ſuch Perſon or Perſons as the Nephew ſhall by Writing under his Hand, &c. limit and appoint.

THIS Indenture Tripartite, made, *&c.* Between *W. S.* of, *&c.* of the firſt Part, *M. S.* of, *&c.* Nephew of the ſaid *W. S.* of the ſecond Part, and *R. D.* of, *&c.* and *J. D.* of, *&c.* aforeſaid, of the third Part. Whereas the ſaid *W. S.* now at the Time of the Sealing and Delivery of theſe Preſents, is and ſtandeth ſolely, lawfully and rightfully ſeiſed of and in all and ſingular the Copyhold Lands, Tenements and Hereditaments, with the Appurtenances, hereafter in and by theſe Preſents demiſed, of a good Eſtate in Fee-Simple, according to the Cuſtom of the Manor of, *&c.* as by a Copy of Court Roll of the ſaid

ſaid Manor of, &c. at a Court of the ſaid Manor there holden the Day, &c. in the Year, &c. Relation being thereunto had, may more fully appear: **And whereas** there is a Marriage intended (by the Permiſſion of Almighty God) ſhortly to be had and ſolemnized between the ſaid *M. S.* and *M. J.* Daughter of *J. J.* of, &c. by reaſon whereof (in caſe the ſaid Marriage takes Effect) the ſaid *M. S.* will receive a conſiderable Sum of Money as and for a Marriage-Portion with the ſaid *M.* his intended Wife, to be paid unto him by the ſaid *J. J.* as ſoon as the ſaid Marriage ſhall be fully conſummated: **Now this Indenture Witneſſeth**, That as well in Conſideration of the ſaid Marriage and Premiſſes, and of the natural Love and Affection which he the ſaid *W. S.* hath and beareth unto the ſaid *M. S.* his Nephew, and for the Making and Aſſuring of ſome future Maintenance and Proviſion for the ſaid *M. S.* and to enable him the ſaid *M. S.* to provide for the ſaid *M.* his intended Wife (in caſe the ſaid Marriage ſhall take Effect) and their Iſſue, as alſo for divers other good and valuable Conſiderations him the ſaid *W. S.* thereunto moving, he the ſaid *W. S.* **Hath** granted, bargained, ſold, demiſed, ſet, and to Farm let, and by theſe Preſents **Doth** grant, bargain, ſell, demiſe, ſet, and to Farm let, unto the ſaid *R. D. J. D.* **All that** Meſuage, Tenement or Dwelling-Houſe, with the Out-Houſes, Back-ſide, Garden and Orchard thereunto belonging, ſituate, lying and being in, &c. And alſo all thoſe four Cloſes of Meadow or Paſture-Ground, containing by Eſtimation, &c. be the ſame more or leſs, likewiſe ſituate, lying and being in, &c. aforeſaid, called or known by the Name of, &c. and now in the Tenure or Occupation of the ſaid *W. S.* And all Lands, Tenements, Hereditaments, Ways, Paths, Paſſages, Trees, Wood, Underwood, Commons, Common of Paſture, Profits, Commodities, Advantages and Appurtenances whatſoever, to the ſaid Meſuage or Tenement, Lands and Premiſſes hereby demiſed, or mentioned or intended to be hereby demiſed, belong-

belonging, or in any wiſe appertaining; **To have and to hold** the ſaid Meſſuage, Tenements, Lands, Hereditaments and Premiſſes hereby demiſed, or mentioned or intended to be hereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *R. D.* and *J. D.* their Executors, Adminiſtrators and Aſſigns, from the Day next before the Date of theſe Preſents, for, by and during, and unto the full End and Term of Fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended: **Yielding**, paying, doing and performing, all ſuch Rents, Cuſtoms, Suits and Services, as from thenceforth ſhall from Time to Time, during the ſaid Term, according to the Cuſtom of the ſaid Manor of, *&c.* become therefore due and of Right accuſtomed. **Upon the ſpecial Truſt** and Confidence nevertheleſs, and to and for the ſeveral Uſes, Intents and Purpoſes hereafter in theſe Preſents limited, expreſſed and declared, and to and for no other Uſe, Intent or Purpoſe whatſoever; (that is to ſay) To the Uſe, Intent and Purpoſe, **That** they the ſaid *R. D.* and *J. D.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, do and ſhall permit and ſuffer the ſaid *W. S.* to have, hold, occupy, poſſeſs and enjoy all and ſingular the before demiſed Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to his and their own proper Uſe and Behoof, for and during ſo many Years of the ſaid Term hereby granted as ſhall run out and expire in the Life-time of the ſaid *W. S.* without Impeachment of or for any manner of Waſte. **And** from and immediately after the Deceaſe of the ſaid *W. S.* do and ſhall permit and ſuffer the ſaid *M. S.* to have, hold, occupy, poſſeſs and enjoy all and ſingular the before demiſed Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to his and their own proper

proper Uſe and Behoof, for and during ſo many Years of the ſaid Term hereby granted as after the Deceaſe of the ſaid *W. S.* ſhall run out and expire in the Lifetime of the ſaid *M. S.* without Impeachment of or for any manner of Waſte; And from and after the ſeveral Deceaſes of the ſaid *W. S.* and *M. S.* do and ſhall permit and ſuffer ſuch other Perſon or Perſons, as he the ſaid *M. S.* ſhall by any Deed or Writing under his Hand and Seal, teſtified by two or more credible Witneſſes, or by his Laſt Will and Teſtament, direct, limit and appoint the ſame; To have, hold, occupy, poſſeſs and enjoy, all and ſingular the before demiſed Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to his and their own proper Uſe and Benefit, for and during all the Reſt, Reſidue and Remainder of the ſaid Term hereby demiſed, which ſhall be then to come and unexpired. And the ſaid *W. S.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *R. D.* and *J. D.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *W. S.* for and notwithſtanding any Act, Matter or Thing, heretofore at any Time by him had, made, committed, done or ſuffered to the contrary, hath in himſelf full Power, good Right, true Title, and lawful and abſolute Authority, to grant, bargain, ſell, demiſe, ſet, and to Farm let the before demiſed Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *R. D.* and *J. D.* their Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid: And that for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, they the ſaid *R. D.* and *J. D.* their Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times, during the ſaid Term hereby granted, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the before demiſed Premiſſes, with

with their and every of their Appurtenances, and every Part and Parcel thereof, to the ſeveral and reſpective Uſes, Truſts, Intents and Purpoſes aforeſaid, without the Let, Suit, Trouble, Denial, Interruption, Moleſtation or Diſturbance of the ſaid *W. S.* his Heirs or Aſſigns, or any other Perſon or Perſons whatſoever, claiming or to claim, by, from or under him, them, or any or either of them, free and clear, and freely and clearly acquitted and diſcharged, or otherwiſe, by him the ſaid *W. S.* well and ſufficiently kept harmleſs of and from all and all manner of former and other Gifts, Grants, Leaſes, Surrenders, Mortgages, or any other Titles, Troubles and Incumbrances whatſoever had, made, committed, done or ſuffered by him the ſaid *W. S.* In Witneſs, &c.

The Direction and Limitation of the intended Huſband, mentioned in the preceding Leaſe by way of Jointure, That his intended Wife ſhall enjoy the Eſtate during her Life; and after her Deceaſe, to ſuch Child or Children as the intended Huſband ſhall by Deed direct and appoint.

THIS Indenture made, &c. Between *M. S.* of, &c. of the one Part, and *R. D.* of, &c. and *J. D.* of, &c. of the other Part. Whereas by Indenture Tripartite, bearing Date the Day next before the Day of the Date of theſe Preſents, made or mentioned to be made between *W. S.* of, &c. of the firſt Part, the ſaid *M. S.* by the Name of *M. S.* of, &c. Nephew of the ſaid *W. S.* of the ſecond Part, and the ſaid *R. D.* and *J. D.* of the third Part, reciting as in the ſame Indenture is recited, He the ſaid *W. S.* (amongſt ſeveral other Conſiderations therein mentioned) in Conſideration of a Marriage intended then ſhortly

to be had and ſolemnized between the ſaid *M. S.* and *M. J.* Daughter of *J. J.* of, *&c.* and for the making and aſſuring ſome future Maintenance and Proviſion for the ſaid *M. S.* and to enable him the ſaid *M.* to provide for the ſaid *M.* his intended Wife, (in caſe the ſaid intended Marriage ſhould take Effect) and their Iſſue, Did grant, bargain, ſell, demiſe, ſet, and to Farm let, unto the ſaid *R. D.* and *J. D.* All that Meſuage, Tenement or Dwelling-Houſe, *&c.* and alſo all thoſe four Cloſes of Meadow or Paſture-Ground, containing, *&c.* ſituate, lying and being in, *&c.* aforeſaid, called or known by the Name of, *&c.* and then in the Tenure or Occupation of the ſaid *W. S.* and all Lands, Tenements, Hereditaments, Ways, Paths, Paſſages, Trees, Woods, Underwoods, Commons, Common of Paſture, Profits, Commodities, Advantages and Appurtenances whatſoever, to the ſaid Meſuage or Tenement, Lands and Premiſſes thereby demiſed, or mentioned or intended to be thereby demiſed, belonging or in any wiſe appertaining, to hold unto the ſaid *R. D.* and *J. D.* their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid Indenture, for, by and during, and unto the full End and Term of Fourſcore and nineteen Years from thence next enſuing, and fully to be complete and ended, at and under the Rents, Cuſtoms, Suits and Services, as from thenceforth ſhould from Time to Time, during the ſaid Term, according to the Cuſtom of the ſaid Manor of, *&c.* become thereafore due and of Right accuſtomed; Upon the ſpecial Truſt and Confidence, and to and for the ſeveral Uſes, Intents and Purpoſes therein after limited, expreſſed and declared; That is to ſay, to the Intent and Purpoſe that they the ſaid *R. D.* and *J. D.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhould permit and ſuffer the ſaid *W. S.* to have, hold, occupy, poſſeſs and enjoy all and ſingular the thereby before demiſed Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take

take the Rents, Iſſues and Profits thereof, and of every Part thereof, to his and their own proper Uſe and Behoof, for and during ſo many Years of the ſaid Term thereby granted as ſhould run out and expire in the Life-time of the ſaid *W. S.* without Impeachment of or for any manner of Waſte; and from and immediately after the Deceaſe of the ſaid *W. S.* ſhould permit and ſuffer the ſaid *M. S.* to have, hold, occupy, poſſeſs and enjoy all and ſingular the thereby before demiſed Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to his and their own proper Uſe and Behoof, for and during ſo many Years of the ſaid Term thereby granted, as after the Deceaſe of the ſaid *W. S.* ſhould run out and expire in the Life-time of the ſaid *M. S.* without Impeachment of or for any manner of Waſte; and from and after the ſeveral Deceaſes of the ſaid *W. S.* and *M. S.* ſhould permit and ſuffer ſuch other Perſon or Perſons as he the ſaid *M. S.* ſhould by any Deed in Writing under his Hand and Seal, teſtified by two or more credible Witneſſes, or by his Laſt Will and Teſtament, direct, limit and appoint the ſame; To have, hold, occupy, poſſeſs and enjoy all and ſingular the thereby before demiſed Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to his and their own proper Uſe and Benefit, for and during all the Reſt, Reſidue and Remainder of the ſaid Term thereby granted, which ſhould be then to come and unexpired; as in and by the ſaid recited Indenture (Relation being thereunto had) may more fully and at large appear. **Now this Indenture Witneſſeth,** That the ſaid *M. S.* according to the Power and Authority to him granted and limited in and by the ſaid recited Indenture, and as well for and in Conſideration of the ſaid intended Marriage, and for the making and aſſuring of ſome future Maintenance and Proviſion for

the ſaid *M.* his intended Wife (in caſe the ſaid Marriage takes Effect) and ſuch Child or Children as ſhall be begotten by the ſaid *M. S.* on the Body of the ſaid *M.* his intended Wife, as alſo for and in Conſideration of a conſiderable Sum of Money to him the ſaid *M. S.* in Hand, at and before the Sealing and Delivery of theſe Preſents, well and truly paid by the ſaid *J. J.* as and for a Marriage-Portion with the ſaid *M.* his ſaid Daughter, Hath directed, limited and appointed, and by theſe Preſents Doth in the Preſence of *T. S. W. J.* and *H. G.* three credible Witneſſes, direct, limit and appoint, That from and immediately after the ſeveral Deceaſes of the ſaid *W. S.* and *M. S.* (in caſe the ſaid Marriage takes Effect) and the ſaid *M.* ſhall happen to ſurvive the ſaid *M.* her intended Huſband, they the ſaid *R. D.* and *J. D.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, do and ſhall permit and ſuffer the ſaid *M. J.* and her Aſſigns to have, hold, occupy, poſſeſs and enjoy all and ſingular the Premiſſes in and by the before-recited Indenture of Leaſe demiſed, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to her and their own proper Uſe and Benefit, for and during ſo many Years of the ſaid Term in and by the ſaid recited Indenture of Leaſe granted, as after the ſeveral Deceaſes of the ſaid *W. S.* and *M. S.* ſhall run out and expire in the Life-time of the ſaid *M.* And from and immediately after the Deceaſe of her the ſaid *M.* do and ſhall permit and ſuffer ſuch Child or Children, which ſhall hereafter be begotten by the ſaid *M. S.* on the Body of the ſaid *M.* as he the ſaid *M. S.* ſhall by any Deed in Writing under his Hand and Seal, teſtified by two or more credible Witneſſes, or by his Laſt Will and Teſtament, direct and appoint, to have, hold, occupy, poſſeſs and enjoy all and ſingular the Premiſſes in and by the ſaid recited Indenture of Leaſe demiſed, and to receive and take the Rents, Iſſues and Profits thereof,

of, and of every Part and Parcel thereof, to his and their own proper Uſe and Benefit, in ſuch Manner, and by ſuch Parts and Portions, and in ſuch Quantities, as ſhall be by him directed and appointed, for and during all the Reſt, Reſidue and Remainder of the ſaid Term in and by the ſaid recited Indenture of Leaſe granted, which ſhall be then to come and unexpired. In Witneſs, &c.

A Leaſe of Copyhold Lands, by Virtue of a Licence.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, Witneſſeth, That the ſaid *A. B.* by Virtue of a Licence before the Sealing and Delivery of theſe Preſents, by him procured and obtained of and from *E. F.* Lord of the Manor of, &c. for the Granting and Letting to Farm the Tenements, &c. hereafter in and by theſe Preſents demiſed to the ſaid *C. D.* Hath demiſed, leaſed, and to Farm let, and by theſe Preſents Doth demiſe, leaſe, and to Farm let, unto the ſaid *C. D.* &c. All that Meſuage or Tenement, &c. To have and to hold the ſaid Meſuage or Tenement, Lands and Premiſſes, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during the Term of five Years from thence next enſuing, and fully to be complete and ended: Yielding and paying therefore Yearly, and every Year, during the ſaid Term, unto the ſaid *A. B.* his Heirs and Aſſigns the Yearly Rent or Sum of, &c. of lawful Money, &c. at, &c. (with Clauſe of Diſtreſs and uſual Covenants to repair, &c.) And alſo the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe and grant, to and with the ſaid *A. B.* his Heirs, Executors and Aſſigns, that he the ſaid *C. D.* his Executors or Aſſigns, or any of them, ſhall not do, or wit-

tingly or willingly permit or ſuffer to be done, any Act, Matter or Thing whatſoever, which may forfeit, loſe or impair the Eſtate or Intereſt of the ſaid *A. B.* of, in or to the ſaid hereby demiſed Premiſſes, or of, in or to any Part or Parcel thereof, or which may be otherwiſe hurtful or prejudicial to the ſaid *A. B.* his Heirs or Aſſigns, for or concerning the having, holding or enjoying of the ſame, or any Part thereof. And the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant and grant, to and with the ſaid *C. D.* his Executors and Aſſigns, That he the ſaid *C. D.* his Executors and Aſſigns, under the Payment of the ſaid yearly Rent, and Performance of the Covenants and Agreements aforeſaid, which on his and their Parts and Behalfs are and ought to be performed, ſhall and may quietly and peaceably have, hold and enjoy all and ſingular the before-mentioned to be hereby demiſed Premiſſes, and every Part and Parcels thereof, with the Appurtenances, during the Term hereby demiſed, without any Interruption, Moleſtation or Eviction of him the ſaid *A. B.* his Heirs and Aſſigns, or of any Perſon or Perſons whatſoever now lawfully claiming, or that ſhall or may hereafter lawfully claim any Eſtate, Right, Title or Intereſt of, in or to the ſame, or any Part thereof, by, from or under him, them, or any of them: And alſo that he the ſaid *A. B.* his Heirs, Executors and Aſſigns, or ſome or one of them, ſhall and will from Time to Time, and at all Times hereafter, diſcharge or upon reaſonable Requeſt ſave harmleſs and keep indemnified the ſaid *C. D.* his Executors and Aſſigns, of, for and from all Quit-Rents, Payments, Duties and Services, to be had, paid, made or done, for or out of the ſaid hereby demiſed Premiſſes, or any Part thereof, to the ſaid *E. F.* Lord of the Manor aforeſaid, his Heirs and Aſſigns. In Witneſs, &c.

An

An Under-Leaſe, or Articles for holding Lands for Two Years and a Half.

Articles of Agreement indented, made, concluded and agreed upon, this —— Day of *&c.* Between *T. H.* of, *&c.* of the one Part and *W. C.* of, *&c.* of the other Part, in Manner following, *viz.*

THE ſaid *T. H.* in Conſideration of the Rents and Covenants herein after reſerved, which on the Part of the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, are and ought to be paid and performed, Hath demiſed, granted, and to Farm letten, and by theſe Preſents Doth demiſe, grant, and to Farm let and ſet, unto the ſaid *W. C.* All that Meſſuage, *&c.* (which ſaid Meſſuage, Tenement and Lands aforeſaid, are held by the ſaid *T. H.* for Seven Years from *R. C.* of, *&c.* by certain Articles of Agreement bearing Date, *&c.* before the Date hereof) To have and to hold the Meſſuage, Tenement and Lands aforeſaid, with the Appurtenances, (except as in the ſaid recited Articles is excepted) unto the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* now laſt paſt before the Date hereof, for and during, and until the full End and Term of Two Years and a Half from thence next enſuing, and fully to be complete and ended: Yielding and paying therefore every half Year of the ſaid Term of Two Years and a half the Rent or Sum of, *&c.* of lawful Money, *&c.* at and upon the Day, *&c.* and the Day, *&c.* the firſt Payment thereof to begin and be made on, *&c.* now next enſuing. And if it ſhall happen the ſaid Rent, or any Part thereof, to be behind and unpaid by the Space of one and twenty Days next after either of the Days whereon the ſame ought to be paid in Manner as aforeſaid, being lawfully demanded, and

no ſufficient Diſtreſs can be found on the ſaid Premiſſes whereby to levy the ſame, that then and from thenceforth it ſhall be lawful for the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, into the ſaid demiſed Premiſſes wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as if this preſent Demiſe had never been made; any Thing herein contained to the contrary thereof notwithſtanding. **Alſo**, The ſaid *W. C.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant, to and with the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and will half yearly, and every half Year of the ſaid Term hereby granted, well and truly pay, or cauſe to be paid, unto the ſaid *T. H.* his Executors, Adminiſtrators and Aſſigns, the ſaid Rent or Sum of, *&c.* at ſuch Half-yearly Payments, during the ſaid Term hereby granted, as are herein before-mentioned and appointed for the Payment thereof, according to the true Intent and Meaning of theſe Preſents. **Alſo**, The ſaid *T. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant, to and with the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That it ſhall and may be lawful to and for the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, for and under the Rents, Covenants and Agreements herein before contained, to have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Premiſſes, with the Appurtenances, without the Let, Interruption or Denial of him the ſaid *T. H.* his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons claiming by, from or under him or them, or by, from or under *R. C. &c.* **In Witneſs**, &c.

Article

Articles of Agreement for holding of Part of a Farm one Year.

Articles of Agreement indented, had, made, concluded and agreed upon this——Day, *&c.* in the Year of our Lord, *&c.* **Between** *W. B.* of, *&c.* Eſq; of the one Part, and *W. W.* of, *&c.* Yeoman, of the other Part, as followeth (That is to ſay);

Firſt, THE ſaid *W. B.* in Conſideration of the yearly Rent and Covenants herein after reſerved and mentioned on the Part of the ſaid *W. W.* to be paid and performed, **Doth** demiſed, granted, and to Farm let, and by theſe Preſents **Doth** demiſe, grant, and to Farm let, unto the ſaid *W. W.* **All that** and thoſe Part and Parts of the Capital Meſſuage or Farm-Houſe of, *&c.* in the ſaid County of, *&c.* which lie on the North-Side the Entry of the ſaid Houſe, and the Cheeſe-Loft on the other Side of the ſame Houſe, with free Liberty of Ingreſs and Egreſs into and from the ſame, at all Times, and upon all Occaſions, for all Perſons whatſoever; And alſo all thoſe the ſeveral Cloſes and Parcels of Ground after mentioned, Parcel of the ſaid Farm, *viz.* *(Here inſert the particular Grounds)*; And alſo all Ways, Waters and Eaſements to the ſaid Premiſſes belonging; **Excepting** out of theſe Preſents (during the Hop-Seaſon only) the little Room, *&c.* for the keeping the Hops ariſing from the Hop-yards in, *&c.* aforeſaid, and the Uſe of the, *&c.* for Bagging of ſuch Hops as ſhall grow on the ſaid Hop-yard, with free Ingreſs, Egreſs and Regreſs for the ſaid *W. B.* and his Servants to and from the ſaid Rooms, for the Purpoſes aforeſaid; And alſo except the One half of the Apples growing on the ſaid Premiſſes, the ſame to be choſen by the ſaid *W. B.* or his Aſſigns, and to be delivered

deliver'd to him or them at, &c. aforeſaid, by the ſaid *W. W.* And alſo, except all Trees, Woods and Underwoods, growing or to grow on the ſaid Premiſſes (other than is herein after mentioned); **To have and to hold** the ſaid Premiſſes (except before excepted) unto the ſaid *W. W.* his Executors and Aſſigns, for and during the Term of One whole Year next coming, fully to be ended: **Yielding and paying** therefore the Rent of, &c. of lawful Money, &c. in and upon the Nine and twentieth Day of *September*, and the Five and twentieth Day of *March*, by equal Portions: **And alſo yielding and paying** upon the Days aforeſaid, over and above the ſaid, &c. five Pounds an Acre, and ſo proportionably for any greater or leſſer Quantity of the ſaid Premiſſes, which the ſaid *W. W.* ſhall cauſe or ſuffer to be ploughed or converted to Tillage (except the Ground called, &c.) **And** the ſaid *W. W.* doth covenant with the ſaid *W. B.* to pay the ſaid Rents in Manner aforeſaid; and likewiſe to mow the *French* Graſs in due Seaſon, and to have and preſerve the ſame from Cattle a Fortnight before *Candlemas* Day next, until the End of the ſaid Term: And alſo, That he the ſaid *W. W.* will ſpend and employ on the ſaid Premiſſes hereby demiſed, all the Hay, Straw, Fodder, Soil and Compoſt, ariſing within, or being made thereupon. And likewiſe that he the ſaid *W. W.* will during the ſaid Term keep the Fences of the ſaid Premiſſes in good Repair (the ſame being firſt ſo put by the ſaid *W. B.*) and ſhall not, nor will, put or ſuffer any Cattle to be put into the Orchard before-mentioned, to prejudice the Fruit-Trees; and ſhall and will preſerve the Fiſh in the Ponds in the beſt Manner that may be, from being taken or deſtroyed. **And** the ſaid *W. B.* doth covenant with the ſaid *W. W.* that the ſaid *W. W.* by and under the Rents and Covenants aforeſaid, ſhall peaceably and quietly hold and enjoy the Premiſſes (except before excepted) for the ſaid Term. And alſo, That he the ſaid *W. B.* will allow the ſaid *W. W.* ſufficient Hedge-boot and Fire-boot, to be taken by the Aſſignment of the

ſaid

ſaid *W. B.* or his Agent; and likewiſe ſhall diſcharge or pay all Taxes whatſoever charged on the Premiſſes, or on the Tenant in reſpect thereof. And laſtly, That the ſaid *W. W.* ſhall and may feed and fodder his Cattle on, *&c.* aforeſaid, until, *&c.* and have free Ingreſs, Egreſs and Regreſs, for him, his Servants and Cattle for that Purpoſe. In Witneſs, &c.

A Leaſe of a Farm let at a Rack-Rent for Seven Years, with Variety of good Covenants and Proviſoes for the Lord to enter upon the Premiſſes, or the Tenant to leave it at the End of Five Years.

THIS Indenture made, *&c.* Between *W. B.* of, *&c.* of the one Part, and *W. W.* of, *&c.* of the other Part, Witneſſeth, That the ſaid *W. B.* for and in Conſideration of the yearly Rent and Covenants herein after reſerved and contained, which on the Part and Behalf of the ſaid *W. W.* his Executors and Adminiſtrators, are and ought to be paid and performed, Hath demiſed, granted, and to Farm let, and by theſe Preſents Doth demiſe, grant, and to Farm let, unto the ſaid *W. W.* All that Meſuage, Tenement and Farm, commonly called or known by the Name of, *&c.* lying and being in the Pariſh of, *&c.* in the ſaid County of, *&c.* late in the Poſſeſſion of, *&c.* together with all Barns, Stables, Out-Houſes, Cloſes, Grounds, Lands, Meadows, Paſtures, Feedings, Commons, Profits, Ways, Waters, Eaſements and Appurtenances whatſoever, to the ſaid Meſuage, Tenement and Farm belonging, or in any wiſe appertaining (Excepting and always reſerving out of this preſent Demiſe and Grant unto the ſaid *W. B.* his Heirs and Aſſigns, *&c.* and alſo except all Timber-Trees, Woods and Underwoods, now ſtanding, growing or being, or which at any Time during the Term hereby granted ſhall ſtand, grow, or be in or upon the ſaid demiſed Premiſſes, or any Part thereof, with Liberty to fell,

cut

cut down, take and carry away the ſame); **To have and to hold** the ſaid Meſuage, Tenement and Farm, and all and ſingular the ſaid Premiſſes hereby demiſed, with the Appurtenances, (except before excepted) unto the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, from the Five and twentieth Day of *March* next coming, for and during the Term of Seven Years thence next enſuing and following, and fully to be complete and ended: **Yielding and paying** therefore Yearly, and every Year, during the ſaid Term hereby granted, unto the ſaid *W. B.* his Heirs and Aſſigns, the yearly Rent of One hundred Pounds of lawful Money of *Great Britain*, in and upon the Nine and twentieth Day of *September*, and the Five and twentieth Day of *March*, by even and equal Portions: **And alſo yielding and paying**, and the ſaid *W. W.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with the ſaid *W. W.* his Heirs and Aſſigns, to yield and pay in and upon the Days and Times of Payment of the ſaid yearly Rent above reſerved, and over and above the ſame Rent, according to the Rate of Five Pounds of lawful *Britiſh* Money the Acre, and ſo proportionably for every greater and leſſer Quantity of the Meadow or Paſture Ground hereby demiſed, which he the ſaid *W. W.* his Executors, Adminiſtrators or Aſſigns, ſhall at any Time, during the ſaid Term hereby granted, ear, plow, ſpit up, dig, or convert to Tillage, or cauſe or procure, permit or ſuffer to be eared, ploughed, ſpitted up, digged or converted to Tillage; the firſt Payment thereof to begin at that Day of Payment of the ſaid yearly Rent above reſerved which ſhall next happen after any Part of the ſaid Meadow or Paſture Ground ſhall be ſo as aforeſaid eared, ploughed, ſpitted up, digged or converted to Tillage. **And** if it ſhall happen the ſaid yearly Rent above reſerved, or any Part thereof, to be behind and unpaid, in Part or in the Whole, by the Space of Eight and twenty Days next after either of the ſaid Days or Times whereon the ſame ſhould or of Right ought to be paid as aforeſaid, being lawfully demanded, That then

then and from thenceforth it ſhall and may be lawful to and for the ſaid *W. B.* his Heirs and Aſſigns, into the ſaid demiſed Premiſſes, or into any Part thereof, in the Name of the Whole, to re-enter, and the ſame Premiſſes, and every Part thereof, to have again, repoſſeſs and enjoy, as in his and their firſt and former Eſtate, Right, Title and Degree; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *W. W.* for himſelf, his Executors and Adminiſtrators, doth covenant and grant, to and with the ſaid *W. B.* his Heirs and Aſſigns, in Manner and Form following; that is to ſay, That he the ſaid *W. W.* his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *W. B.* his Heirs or Aſſigns, the ſaid yearly Rent above reſerved, at the Days and Times, and in Manner and Form above expreſſed, according to the Purport and true Meaning of theſe Preſents; And alſo, That he the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, ſhall and will keep in good and ſufficient Repair, during the ſaid Term, all the Glaſs-Windows belonging to the Dwelling-Houſe, and all the Walls, Gates, Stiles, Bounds and Fences belonging to the ſaid demiſed Premiſſes, (being allowed Timber and Frith for the doing thereof by the ſaid *W. B.* his Heirs or Aſſigns) and ſcour and cleanſe all the Ditches and Water-Courſes on the ſaid Premiſſes; and ſhall and will leave the ſame well and ſufficiently repaired, ſcoured and cleanſed, at the End of the ſaid Term; And alſo ſhall and will in a Huſband-like Manner ſpend and employ in and upon the ſaid Premiſſes all the Hay, Straw, Fodder, Dung, Muck and Soil, which ſhall happen to be made, or ariſe there at any Time during the ſaid Term; and will permit and ſuffer *A. B.* the preſent Tenant, to take off his Crop of Corn at the next Harveſt, which ſhall or may be ſown this Year on the ſaid demiſed Premiſſes: And alſo, That he the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, ſhall and will ſow twenty Acres of the arable Land to Clover every Year during the ſaid Term,

and

and leave twenty-five Acres of the ſaid Land ſufficiently ſown to Clover at the End of the ſaid Term; and alſo ſhall and will leave yearly, and every Year, during the ſaid Term, one Half of the ſaid arable Land as a Summer Fallow unſown: And alſo, That he the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, ſhall not nor will mow any Part of the Down-Ground during the ſaid Term, nor do or commit, or permit or ſuffer to be done or committed, any Waſte, Spoil or Deſtruction, in or upon the ſaid Premiſſes, or any Part thereof. And further, That the ſaid *W. W.* ſhall and will from Time to Time during the ſaid Term diſcharge and bear the Offices of Overſeer, Churchwarden, Conſtable, Tythingman, and all ſuch like perſonal Offices wherewith the ſaid Premiſſes ſhall be charged, when and as often as they ſhall happen. And the ſaid *W. B.* for himſelf, his Heirs and Aſſigns, doth covenant and grant, to and with the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *W. B.* his Heirs or Aſſigns, ſhall and will at all Times, during the ſaid Term hereby granted, well and ſufficiently repair, uphold and keep the ſaid Meſuage, and other the Houſes hereby demiſed (except the Glaſs-Windows thereof) in all needful and neceſſary Reparations, when and as often as Need ſhall require; And alſo ſhall and will at all Times, during the ſaid Term hereby granted, bear, pay and diſcharge, or abate, deduct and allow out of the ſaid yearly Rent hereby reſerved, all Taxes, Rates and Payments whatſoever, wherewith the ſaid Premiſſes ſhall or may be charged or chargeable (Window-Money, and ſuch like Taxes as are and ſhall be at any Time during the ſaid Term particularly laid upon Tenants by Act of Parliament only excepted). And further, That he the ſaid *W. B.* his Heirs and Aſſigns, ſhall and will yearly, during the ſaid Term, allow the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, four hundred of Faggots, or the Value thereof in other Wood, for Firing, to be had and

taken

taken by the Aſſignment and Appointment of the ſaid *W. B.* his Heirs and Aſſigns, or his or their Bailiff, and not otherwiſe, and to be ſpent on the ſaid Premiſſes only, and not elſewhere; and ſufficient Plough-Timber; or elſe in Lieu of ſuch Plough-Timber the Sum of One Pound and Ten Shillings in Money, at the Election of the ſaid *W. B.* his Heirs and Aſſigns; and ſhall and will put the Dwelling-Houſe and Out-Houſes, Walls, Gates and Fences, in tenantable Repair, on or before *Lady-day* next: And, *&c.* And alſo, That he the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times during the ſaid Term hereby granted, (by and under the yearly Rent, Covenants and Agreements herein contained) peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Premiſſes hereby demiſed, with the Appurtenances, (except before excepted) without any Let, Trouble, Hinderance, Moleſtation, Interruption or Denial of him the ſaid *W. B.* his Heirs and Aſſigns, and of all and every other Perſon and Perſons whatſoever, lawfully claiming or to claim by, from or under him, them, or any of them; And ſhall and may hold and enjoy ſixty Acres of the arable Land belonging to the ſaid demiſed Premiſſes, from the End of the ſaid Term hereby granted, till the End of the Harveſt then next following, and the Barn to thraſh out his Corn in for a Year after the ſaid Term, and Houſe-room to lodge in, and Liberty to fodder his Cattle upon the Ground called, *&c.* until the Third of *May* after the Expiration of the ſaid Term. Provided always, and it is agreed and declared, by and between the ſaid Parties to theſe Preſents, That if the ſaid *W. B.* his Heirs or Aſſigns, ſhall be minded and deſirous to take into his or their own Hands the Poſſeſſion of the ſaid Premiſſes, at the End of the firſt five Years of the ſaid Term hereby granted, and of ſuch his or their Mind and Deſire do and ſhall, on the Nine and twentieth Day of *September* next before the End of the ſaid firſt Five Years, give Notice in Writing under his

or

or their Hand or Hands to the ſaid *W. W.* his Executors, Adminiſtrators or Aſſigns, or leave the ſame for him or them at the Meſuage hereby demiſed, with one of his or their Servants there; That then, and at the *End* of the firſt five Years of the ſaid Term, he the ſaid *W. B.* his Heirs and Aſſigns, may enter into the ſaid demiſed Premiſſes, and take Poſſeſſion thereof accordingly; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **Provided alſo**, and it is further agreed and declared, by and between the ſaid Parties to theſe Preſents, That if the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, ſhall be minded and deſirous to leave and yield up the ſaid demiſed Premiſſes to the ſaid *W. B.* his Heirs or Aſſigns, at the End of the firſt Five Years of the ſaid Term hereby granted, and of ſuch his or their Mind and Deſire do and ſhall on the Nine and twentieth Day of *September* next before the End of the ſaid firſt Five Years give Notice in Writing, under his or their Hand or Hands, to the ſaid *W. B.* his Heirs or Aſſigns, or leave the ſame for him or them at the Capital Meſuage of the ſaid *W. B.* ſituate in, *&c.* with one of his or their Servants there; That then, and in ſuch Caſe, the ſaid Term hereby granted ſhall at the End of the ſaid firſt Five Years ceaſe and determine; any Thing herein contained to the contrary notwithſtanding. **In Witneſs**, &c.

Notice for quitting an Eſtate held by Leaſe at the End of Five Years, according to the Proviſo aforeſaid.

KNOW all Men by theſe Preſents, that I *J. L.* of, *&c.* by Virtue and in Purſuance of a certain Clauſe mentioned and contained in one Pair of Indentures of Leaſe, bearing Date, *&c.* and made between *A. B.* of, *&c.* of the one Part, and me the ſaid *J. L.* of the other Part, Do this Day of, *&c.* in the Year of our Lord One thouſand ſeven hundred and thir-

teen, being the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, by this preſent Writing under my Hand, give Notice unto the ſaid *A. B.* That I am minded and do intend to leave the Meſuage, *&c.* with the Appurtenances, to me in and by the ſaid recited Indenture of Leaſe granted, at the Feaſt of St. *Michael* the Archangel now next enſuing, to the End that then and from thenceforth the Term and Eſtate in and by the ſaid Indenture of Leaſe granted may ceaſe, determine, and be void. And of this I deſire the ſaid *A. B.* to take Notice accordingly.

J. L.

To Mr. A. B.
Theſe.

Be it remembered, That the Notice and Warning above-mentioned was given and delivered in Writing by the ſaid *J. L.* unto the ſaid *A. B.* at the Meſuage aforeſaid, on, *&c.* in the Preſence of

C. D.
E. F.

The Power and Authority of the Lord and of the Steward, and the Privilege of the Tenants: With Variety of Law-Caſes, and Reſolutions concerning Copyholds, and the whole Buſineſs of Court-Keeping, &c.

The LORD.

HE that is a Lord to grant and allow a Copyhold, muſt be ſuch a one as is ſeiſed of a Manor, ſo that he muſt be in the Poſſeſſion at the Time of the Grant; for although he have good Right and Title, yet if he be not in Poſſeſſion of the Manor, it will not ſerve. And on the other Side; If he be in Poſſeſſion of the Manor, though he had neither Right nor Title thereunto, yet in many Caſes the Grant and Allowance of ſuch a Copy is good, as he is *Dominus de Facto, ſed non de Jure. Calthrop* 48.

Copyhold granted by a Diſſeiſor, or any other, who hath the Manor, of which it is Parcel, by Wrong, ſhall be avoided by the Diſſeiſee, or any other who hath Right to the Manor by his Entry or Recovery of the Manor. *Popham's Rep.* 71.

If a Lord grant a Copy in Fee, having but an Eſtate for Life in the Copyhold, no larger Eſtate ſhall paſs than he himſelf hath. *Co.* of *Copyholds*, *fol.* 96.

If the Lord of a Manor taketh a Wife, and after maketh Copyhold Eſtates according to the Cuſtom, and dieth; though the Feme hath this Manor aſſigned unto her for her Dower, yet cannot ſhe avoid the Co-

pyhold Eſtate, becauſe the Copyholders are in by a Title paramount the Title of the Feme, *viz.* by Cuſtom. *Co.* of *Copyholds* 45.

If the Lord will turn out his Copyholder, who payeth his Cuſtoms and Services, or will not admit him to whoſe Uſe a Surrender is made, or will not hold his Court for the Benefit of a Copyholder, or will exact arbitrary Fines, when they are cuſtomary and certain, the Copyholder ſhall have a *Subpœna* to reſtrain or compel him, as the Caſe ſhall require. *Cary* 3, 4.

Equity will oblige the Lord to hold a Court, *Cro. Jac.* 368. for no Action on the Caſe will lie againſt him, if he refuſes; and therefore there is no Remedy but in Chancery. 2 *Buſſt.* 336.

About *Mich.* 1750. The Court of King's Bench granted a *Mandamus* to the Lord of the Borough and Manor of *Midhurſt* in the County of *Suſſex*, to hold a Court Baron for admitting a Tenant; and another *Mandamus* to the Burghers or Tenants to attend the Court Baron in order to make a Homage, and to preſent a Conveyance made to the Tenant in order that he might be admitted a Tenant by the Lord. But this Caſe ſeems to me to be *primæ impreſſionis*; the Lord and Homage may have equitable Objections, and it may be a Doubt whether a Court of Equity can by Injunction ſtay the Proceedings on a *Mandamus*. The Homage are to preſent upon their Oath, their Oath is the ſame or very near the Oath of a Grand Jury, they ſeem to be of the ſame Nature though of inferior Degree; one for the whole County, the other for a part of it only; the one for Crimes, the other for private Property; and the one ſeems no more miniſterial than the other.

It was adjudged, that if the Lord enters upon the Copyhold, and cuts down Trees, and there are not enough for Repairs without theſe Trees, the Tenant may have an Action againſt the Lord. And that Judgment was affirmed in the Exchequer Chamber. But afterwards both Judgments were reverſed in Parlia-

ment by eleven Lords againſt Ten. 1 *R. Raym.* 551. *Comyns* 71. *Salk.* 638. *Forteſcue* 152. *Aſhmead* v. *Ranger.* 12 *Mod.* 379.

Cudmore, Lord of the Manor of *Coxhall* in *Eſſex*, claimed the Cuſtody of the Copyhold Lands by the Cuſtom (whereof the Copyholder died ſeiſed) as Guardian by the Cuſtom, and the Plaintiff claimed as Guardian appointed by the Will of the Copyholder according to 12 *Car.* 2. *c.* 24. until the Son ſhould arrive to the Age of twenty-one Years; and adjudged for the Lord, that this cuſtomary Right was not taken away by the general Words of the Act; and that the Copyholder could not appoint a Guardian for his Son till the Age of twenty-one Years by that Statute; becauſe the Statute extends only to Lands and Tenements at the Common Law. *Paſ.* 3 *W. & M. Clench* v. *Cudmore*, *Lutw.* 1181. 3 *Lev.* 395. 1 *R. Raym.* 132.

The Copyholder, and Nature of his Eſtate.

HE is Tenant by Copy of Court-Roll, being admitted, of Lands and Tenements within a Manor, that Time out of Mind, by Uſe and Cuſtom of the ſaid Manor have been demiſable and demiſed to ſuch as will take the ſame in Fee, in Fee-tail, for Life, Years, or at Will, according to the Cuſtom of the Manor, by Copy of Court-Roll of the ſame Manor. *Weſtm. Par.* 1. *Sym. Lib.* 2. *Sect.* 646.

And that Perſon is ſufficient to be a Copyholder, who is of himſelf able, or by another, to do the Service of a Copyholder; as an Infant may be a Copyholder, for his Guardian or *Procbein Amy* may do the Service: But a Lunatick or Ideot cannot be a Copyholder, becauſe they cannot do the Service themſelves, nor depute any other. *Calthrop, fol.* 52.

A Copyholder had in Judgment of Law but an Eſtate at Will; yet Cuſtom hath ſo eſtabliſhed and fixed his Eſtate, that this by the Cuſtom of the Manor is deſcendible, and his Heirs ſhall inherit it; and there-

fore

fore his Eſtate is not merely *ad Voluntatem Domini*, but *ad Voluntatem Domini ſecundum Conſuetudinem Manerii*: So that the Cuſtom of the Manor is the Life of Copyhold Eſtates; for without a Cuſtom, or if they break their Cuſtom, they are ſubject to the Lord's Will. And by Cuſtom a Copyholder is to have his Land, according to the Cuſtom, as he which had a Freehold at Common Law. 4 *Rep.* 21. *Brown's* Caſe.

Tenant by Copy of Court-Roll hath an Inheritance by the Cuſtom; but when he doth that which is contrary to the Cuſtom, he ſhall then be in no better Condition than a bare Tenant at Will. *Bulſt. Part* 1. *fol.* 52. So that performing the Duties and Services according to the Cuſtom, doth ſo eſtabliſh the Eſtate, that the ſame by the Cuſtom of the Manor is deſcendible, and his Heirs ſhall inherit the ſame.

And as a Copyhold is created by Cuſtom, it is guided by Cuſtom.

A Copyholder doth not derive his Eſtate out of the Eſtate or Intereſt of the Lord only, for then the Copyhold Eſtate ſhould ceaſe when the Eſtate of the Lord determin'd: But the Copyholder is in by the Cuſtom. 4 *Rep.* 23. *a.*

Tenant at Will, who may be put out at the Pleaſure of the Lord, ſhall not do Fealty, becauſe he hath no certain Eſtate: But a Copyhold Tenant ſhall do Fealty; which proves he hath a fixed Eſtate ſo long as he obſerves the Cuſtom of the Manor. *Co. Lit.* 1. 62, 63.

If a Tenant by Cuſtom, paying his Services, be ejected by his Lord, he may have an Action of Treſpaſs. 1 *Inſt.* 60. *b.* 61. *a.*

If a Tenant at Will be outlawed, his Eſtate is determined; but a Copyhold is not forfeited or determined by Outlawry. *Lit. Rep.* 234.

Where there is no Cuſtom to guide Copyhold Eſtates, they ſhall be directed by the Rules of the Common Law.

When the Cuſtom hath created Eſtates of Inheritance, and that the Land ſhall be deſcendible, then the Law ſhall direct the Deſcent, according to the Maxims and Rules of the Common Law, as Incidents to every Eſtate deſcendible: And ſuch Copyhold Inheritance ſhall not be Aſſets to charge the Heir; nor ſhall the Wife be endowed, nor the Huſband Tenant by the Curteſy, without ſpecial Cuſtom. *4 Rep. 22. b. Brown's* Caſe.

If a Copyholder die, his Heir within Age, the Heir is not obliged to come to any Court during his Nonage to pray Admittance, or render his Fine. Alſo if the Death of the Anceſtor be not preſented, nor Proclamation, it is not any Detriment, although he be of full Age. *Leon. Rep.* 1 *Par. fol.* 128.

Privileges of Copyhold Eſtate; Privileges of the Lord, and of the Tenant, &c.

THE Lord may, upon Seizure of a Copyhold, maintain an Ejectment, till the Heir comes to be admitted. 1 *Keb.* 287.

The Copyholder is ſaid to be *Surdus & Mutus*; and that the Lord ſhall have the Cuſtody, and not the *Prochein Amy*; for otherwiſe he ſhould be prejudiced in his Rents and Services. *Cro. Jac.* 105. *Evers* and *Skinner.*

The Lord is Chancellor in his own Court, to diſpoſe of the Eſtate when the Tenant leaves it uncertain.

The Lord is an Inſtrument of Conveyance upon Surrenders, and a Conveyer himſelf upon voluntary Grants.

If a Man be obliged in a Statute-Staple, his Copyhold Land is not extendible; neither is it extendible upon *Elegit*; but it is upon a Commiſſion of Bankruptcy. If a Copyholder leaſe for Years by Licence of the Lord, this is not extendible in the Hands of the Leſſee. *Rall's Abr.* 888. *Picto's* Caſe.

Copy-

Copyholder of Inheritance may dig for Mines in his Land; ſo the Parſon in his Glebe. *Siderfin*, *p.* 152.

Copyholder may dig for Marl without any Danger of Forfeiture; but he ought to lay it upon the ſame Copyhold Land. *Winch*, *p.* 8.

A Copyholder may hedge and incloſe, but not where it was never incloſed before. *Ibid.*

Copyholder makes a Leaſe for Years by Licence, and dies; this ſhall not be Aſſets in the Hands of his Executors. *Popham* 118.

Copyholder ſhall have Aid of the Lord, where the Right of the Seigniory comes in Queſtion upon the Iſſue taken. 21 *H.* 6. 37.

Cuſtom of a Manor is, That if a Copyhold deſcends to any Man, that Proclamation ſhall be made at three ſeveral Courts, that he ſhall come in to be admitted; and if he come not in, it ſhall be a Forfeiture to the Lord: Yet an Infant ſhall not be comprehended within this Cuſtom; for he by Intendment of Law is not at Diſcretion to make his Claim. 8 *Rep.* 100. *Letchford*'s Caſe.

An Infant who ſurrenders his Copyhold Land within Age, may enter at his full Age without being put to any Suit for it. *Popham* 39. *Bullock* and *Diblir*'s Caſe.

Infant-Copyholder in Fee makes a Leaſe for Years without Licence, rendering Rent: At full Age he accepts the Rent, and after outs the Leſſee. Leſſee brings Ejectment, and Judgment for Leſſee. *Per Cur'*, this Leaſe may be affirmed by Acceptance, and ſuch a Forfeiture ſhall not bind an Infant. 8 *Rep.* 44. *Noy* 92.

A Popiſh Recuſant ſhall forfeit all his Copyhold Land. 35 *Eliz. cap.* 2.

It was a Queſtion in *Car.* I. between the King and *Holland*, Whether the King ſhall have a Copyhold, which is granted to one in Truſt for an Alien? The better Opinion ſeems to be, that he ſhall. *Stile's Rep.* *p.* 20, 37, 75.

If the Lord of a Manor loſe Iſſues, being ſummoned upon a Jury, Proceſs ſhall iſſue out of the *Exchequer* to levy them upon the Lands of the Copyholders Leſſees for Life or Years; for the Loſs of Iſſues lies upon the Land, as an inherent Servitude by the Law, in whoſe Hands ſoever it come. 1 *Roll's Abr.* 157.

The King grants all his Demeſne Lands in *W.* his Copyhold Lands ſhall not paſs; *Aliter* in a common Perſon. 1 *Rep.* 46. *Alton-Woods* Caſe.

Of Cuſtoms, Preſcriptions, By-Laws, &c.

CUſtom is defined to be a reaſonable Act, iterated, multiplied and continued by the People Time out of Mind.

Cuſtom in ſome Caſes alters the Nature of Freehold. 5 *Rep.* 84. *Pennyman's* Caſe.

If there be Repugnancy in the Statue-Law, or Unreaſonableneſs in Cuſtom, the Common Law diſallows and rejects it, as appears in Dr. *Bonham's* Caſe. 8 *Co.* 27.

A Cuſtom ſhall in Conſtruction be taken ſtrictly, and ſhall not be extended beyond the Words of it: So the Cuſtom ſhall be taken ſtrictly, being in Deſtruction of an Eſtate; and it ſhall be intended only of a Tenant in Fee in Poſſeſſion, and not in Remainder. 1 *Roll's Abr.* 568. *Baſpool* and *Long.*

Cuſtoms are to be conſtrued according to vulgar Apprehenſion, and they ſhall be interpreted according to the moſt effectual Operation of the Law. *Stile* 146.

Cuſtom does not tend to Things collateral to the Eſtate, ſuch as Entry for Conditions, *&c.*

When a Cuſtom warrants a greater Eſtate, it warrants a leſs. The Cuſtom was, That Copyhold Lands may be granted to any Perſon in Fee-Simple. A Grant to one and the Heirs of his Body, is within this Cuſtom.

Cuſtom

Cuſtom of a Manor cannot extend out of a Manor; therefore it ought to appear in Pleading, that the *Locus in quo, &c. eſt infra Manerium. Hobart, p.* 286. *Roberts* and *Young.*

Cuſtom may enlarge a Grant farther than Common Law. If a Cuſtom hath a reaſonable Commencement, it may be good. A Cuſtom never extendeth to a Thing newly created; as Continuance makes a Cuſtom, ſo Diſcontinuance deſtroys it. Cuſtom is an intire Thing, and cannot be apportioned; but this Rule ſhall not bind the King.

What may be claimed by Preſcription, may be good by Cuſtom; and what may have Commencement by Grant, may be claimed by Preſcription. 2 *Saunders* 326.

If the Lord of a Manor is ſeiſed of an ancient Copyhold for Forfeiture, or by Eſcheat, and lets the ſame by Will without Copy for divers Years; this is not any Interruption of the cuſtomary Nature of the Land, but that he may grant it again by Copy.

If cuſtomary Land hath been of ancient Time grantable in Fee, and now of late Times the Lord hath granted the ſame for Life only; yet he may, if he pleaſe, reſort to his ancient Cuſtom, and grant it in Fee. 1 *Leon. p.* 56. *Kemp* and *Carter.*

Cuſtom which is contrary to the publick Good, or injurious to a Multitude, and beneficial only to ſome particular Perſon, is repugnant to the Law of Reaſon, and void, and no Preſcription can make it good; therefore the Cuſtom of a Manor, That no Commoner ſhould put in his Beaſts until the Lord had put in his, was adjudged void. 2 *H.* 4. 24.

Cuſtom and Preſcription differ in the following Particulars.

Cuſtom ought always to be alledged upon the Land, and Preſcription is alledged in the Perſon. Every Preſcription by common Intendment ought to have a lawful Beginning, and Cuſtom a reaſonable Beginning. It is ſaid, Preſcription goeth to one Man, and a Cuſtom

ſtom to many. Preſcription extends to Fee-Simple only, but Cuſtom extends to all Intereſts and Eſtates whatſoever. Preſcription that a Copyholder of Inheritance may fell Trees, is not good; but ſuch a Cuſtom is good.

A Title once gained by Cuſtom or Preſcription, cannot be loſt by Interruption of the Poſſeſſion for ten to twenty Years, but by Interruption in the Right.

Copyholder for Life cannot preſcribe againſt his Lord, but Copyholder in Fee may; for he hath the Copyhold in Nature of Lands of Inheritance. *Stile* 23. *Cage* and *Dod.*

Copyholder againſt a Stranger muſt preſcribe in the Name of the Lord. *More*, *n.* 647. *b. Rep.* 60.

If the Cuſtom be, That the Lord may demiſe Copyhold in Fee, he may demiſe them for Life, Years, or in Tail; for theſe Eſtates are included in a Fee which is greater. 1 *Roll. Abr. Stanton* and *Barnes. Co. Litt.* 52.

The ſucceeding Lord ſhall not take Advantage of Waſte done in the Time of the preceding Lord. 2 *Siderfin, p.* 9. *Chamberlain* and *Drake.*

The Lord of a Manor cannot grant a Copyhold in Reverſion, without a ſpecial Cuſtom. *March Rep.* 8.

Cuſtom was, If a Copyholder be convict of Felony, the Lord ſhall ſeize the Copyhold Eſtate; it is a good Cuſtom. 1 *Leon. p.* 1. *Bornford* and *Packington*, &c.

Cuſtom was, That if the Tenant did not repair, and it was preſented by the Homage, the Tenant ſhould be amerced, and the Lord ſhall diſtrain the Beaſts of Tenant and Under-Tenant; a good Cuſtom. *March p.* 161. *Thorn* and *Tyler.*

Cuſtom was, That the Steward of a Manor might make Laws and Ordinances for the well ordering of the Common and to aſſeſs a Penalty on thoſe who broke thoſe By-Laws, alſo to preſcribe to diſtrain for the Penalty. By the Court, the Cuſtom is reaſonable,

and

and the Commoners are bound to take Notice of theſe Ordinances. *March p.* 28. *James* and *Titney.*

A By-Law in a Manor binds the Tenants without Notice, becauſe they are ſuppoſed to be within the Manor.

Where a By-Law is for a Common-wealth, it is good to bind all, although all do not agree; as to make a Way, Bridge, *&c.* But By-Laws to repair a Church, *&c.* ſhall bind only thoſe as do aſſent. 44 *Ed.* 3. *fol.* 19.

Tenants in the Court-Leet may make By-Laws, for that is the King's Court, which ſhall bind them by their Aſſents. And a Town may make By-Laws by Preſcription, and that ſhall bind them, but not a Stranger: As By-Laws, that every one which puts in his Beaſts into the Common before, *&c.* ſhall pay, *&c.* this ſhall bind them with Aſſent, but not a Stranger. 13 *H.* 1. *Leet* 37. 1 *H.* 7. 14. *&* 21 *H.* 7. 40.

Where the greateſt Part of a Town agree to a By-Law which was charged, then it is good againſt them all. 8 *Ed.* 1. *Aſſiſe* 413.

The Cuſtom was, That if any one ſurrender to the Uſe of another, without expreſſing any Eſtate, that the Lord may grant it in Fee to him to whoſe Uſe the Surrender was made; it's a good Cuſtom, for he is a Chancellor in his own Court to diſpoſe thereof when the Tenant leaves it uncertain. *Cro. El.* 392. *Brown* and *Foſter.*

If a Copyholder makes a Leaſe without Licence of the Lord for one Year, and dies within the Term, it ſhall be void againſt the Heir by Cuſtom.

Cuſtom, that a Copyholder ſhall not alien without Licence, it is good; for it may have a lawful Commencement by Agreement.

A Cuſtom that Leſſee for Life may let for another Man's Life, is no good Cuſtom: But the Lord may by Cuſtom leaſe the ſame for Life, and Forty Years after. *More, n.* 27.

A

A Cuſtom for a Copyholder, Tenant in Tail, to make a Leaſe for Years without Licence, to commit a Forfeiture, on purpoſe to bar the Entail, and to transfer the Lands over to another Perſon, is a good Cuſtom; and is but in the Nature of a Surrender, or Common Recovery. 2 *Saunders* 422. *Grantham* and *Coples*. And the Lord in ſuch Caſes may not admit any other but him to whom it is appointed by the Tenant, making ſuch Forfeiture.

Cuſtom of Manors, That Huſband ſhall be Tenant by the Curteſy, and the Pleading. *More* 171.

There can be no Dower, no Tenancy by the Curteſy of the Copyhold, unleſs by ſpecial Cuſtom. 1 *And.* 292.

If a Woman be dowable of Copyhold by Cuſtom, if the Huſband after the Marriage makes a Leaſe for Years, good by the Cuſtom: The Tenant in Dower ſhall not avoid it, but it ſhall precede the Dower. *More*, *n.* 147. *Holden* and *Fairly*.

The Cuſtom is, That a Woman ſhall hold during her Widowhood; ſhe ſhall make a Leaſe before Admittance; for in that Caſe there is no Fine due to the Lord, and the Law veſts the Eſtate in her. *Noy* 29. *Remington* and *Cole*.

If a Feme Copyholder holds the Land *durante Viduitate*, and then takes a Huſband, the Lord ſhall have the Corn on the Ground, if any. *Oland*'s Caſe.

The Widow's Cuſtomary Eſtate is ſaid to be due to her, though there was a Divorce *a Menſa & Thoro*. *Hobart*, *p.* 181. *Howard* and *Bartlet*.

Tenant by Copy of Court-Roll cannot by the Common Law take Trees for Houſe-bote, Hedge-bote and Cart-bote, *&c.* as Tenant for Life or Years may do, who have an Eſtate certain: But a Copyholder by Cuſtom may do it. *Cro. El. p.* 5. Lord *Mountague* again *Sheppard*.

Cuſtom that Copyholder in Fee may cut Trees, and ſell them at his Pleaſure, is a good Cuſtom; but not for a Copyholder for Life, for that would tend to Deſtruction. 1 *Bulſt.* 150. Earl of *Northumberland* againſt *Wheeler*. *Noy*, *p.* 2. 1 *Roll's Abr.* 150.

If

If a Copyholder by the Cuſtom cuts down Timber-Trees for Reparations, he ſhall have the Trees, Lop, Top and Bark; and though he cannot repair with the Tops and Bark, yet he may ſell them towards Defraying the Charge in repairing. 3 *Bulſtr.* 281. *Sandford* and *Stephens.*

The Cuſtom is for Copyholders of Inheritance to cut Timber for Repairs; he or his Leſſee cannot employ Trees felled with the Wind to any ſuch Uſe, in regard that thereby his ſpecial Property ceaſeth; much leſs can Leſſee or Copyholder for Life by any ſuch Cuſtom take Trees. 1 *Keb.* 690.

Copyholder may juſtify Cutting Boughs for Houſe-bote, Hedge-bote, Cart-bote, *&c.* 2 *Brownl. p.* 329. *Heydon* and *Smith.*

But Tenant by Copy of Court-Roll cannot make Waſte, nor cut Trees to ſell, but for his Benefit in repairing his Houſe.

If a Copyholder for Life cuts down Timber-trees, the Lord may take them: If Under-Leſſee for Years of a Copyholder cuts down Timber, it ſhall not be a Forfeiture of the Copyhold Eſtate, becauſe it is not immediately done by the Copyholder. *Stile, p.* 233.

Common which was firſt gained by Cuſtom, and annexed to the cuſtomary Eſtate, is loſt when the Copyhold is extinct and infranchiſed; for Common is not in its own Nature incident to a Copyhold Eſtate, but a collateral Intereſt gained by Uſage: Therefore Copyholder of a Meſuage, *&c.* had Common in the Lord's Waſte. The Lord grants and confirms the ſaid Copyhold Meſuage, *&c. cum Pertinentiis*, to him and his Heirs. The Queſtion was, Whether he ſhould have Common ſtill? *Per tot' Cur'*, He ſhould not. Cuſtom hath annexed his Common to his cuſtomary Eſtate; which being determined and deſtroyed by his own Act in making it a Freehold, the Common is alſo deſtroyed, and cannot continue without ſpecial Words; and the Words *cum Pertinentiis* will not help. *Yelv. p.* 190. *Cro.*

Cro. Jac. 253. *Marſham* and *Hunter's* Caſe, *Noy* 136. *meſne* Caſe.

Tenants in Fee muſt preſcribe for Common, *&c.* in their own Names, and others that have Intereſt, as for Life, Years, by *Elegit*, at Will, in the Name of the Lord. *Gatewood's* Caſe, 6 *Rep.*

My Lord *Coke* ſays, That a Man cannot preſcribe for ſole Common, but for ſole Paſture he may.

Although where the Copyhold Eſtate is inheritable, and the Land deſcendible, the Law ſhall direct the Deſcent according to the Maxims of the Law; yet ſuch cuſtomary Inheritances ſhall not have by the Law any other collateral Qualities, which do concern Deſcents of Inheritance, which other Inheritances at the Common Law have, unleſs it be by Cuſtom; for though they are Eſtates of Inheritance according to Cuſtom, yet they are not Eſtates of Inheritance *ſimpliciter*, that is, to have all collateral Qualities as Eſtates in Fee-Simple have, but only ſuch which Cuſtom hath ſettled and allowed. 4 *Rep.* 22. *Brown's* Caſe.

Copyhold of Inheritance ſhall not be Aſſets to charge the Heir in an Action of Debt, upon Bond made by his Anceſtor, though he has therein bound his Heirs.

The Cuſtom of a Manor was, That if any Man had a Wife who was a Copyholder in Fee of the Manor, and had Iſſue by her, that he ſhould be Tenant by the Curteſy of the Land. *A.* a Copyholder was ſeiſed, and had Iſſue by a Daughter, who was married to *J. S.* who had Iſſue. *A.* died; his Wife entred; the Wife died before Admittance. The Queſtion was, If by the Entry of the Huſband, without Admittance of the Wife, he ſhould be Tenant by the Curteſy? *Per Cur'*, He ſhall: The Delay of the Admittance of the Wife ſhall not prejudice the Huſband. *More*, *n.* 425. *Ewer* and *Aſton.*

The Lord ſeiſed a Copyhold without Cauſe, and granted it to another in Fee: Grantee died ſeiſed, and his Heir was admitted. The firſt Copyholder died;

died; his Heir entered, and ſurrendered to the Uſe of a Stranger. *Per Cur'*, Deſcent of Copyhold ſhall not take away the Entry of another Copyholder who hath Right; and the Entry of the Heir without Admiſſion is lawful, and being in, his Surrender is good. *Cro. Jac.* 36. *Joyner* and *Lambert*.

One ſeiſed of Copyhold Land in the Right of his Wife ſurrenders it to the Uſe of another in Fee, who is admitted accordingly; the Huſband dies, this is no Diſcontinuance to the Wife, nor her Heirs; but the Wife may enter, and not be put to her *cui in Vita*, nor her Heir to *ſur cui in Vita*.

If Copyholder for Life ſurrender to the Uſe of another in Fee, it is no Forfeiture; for this paſſeth by Surrender to the Lord, and not by Livery: And Copyhold Eſtates ſhall not have ſuch Qualities as Eſtates at the Common Law have, without ſpecial Cuſtom. 4 *Rep.* 4. *Clun* and *Pearſe*.

If Tenant for Years or for Life grant any greater Eſtate than he has himſelf in the Lands or Tenements, it is a Forfeiture of his Eſtate.

The

The ſeveral Sorts of Copyholders, and Cuſtomary Tenants: And of the Court Baron, and Copyholders Court; and the Office and Authority of the Steward in the Court Baron, and the Leet, &c.

FIRST Sort of Copyholds were called *Terræ Nativæ*. Theſe were called *Bondlands* alſo, becauſe they were held in Villenage.

The Second Sort were called *Cuſtomary:* And theſe where held by Free Tenants.

The Third Sort were called *Menſales*; as alſo *Dominicæ*, becauſe by them the Table of the Lord was maintained.

A Wife that hath her Widow's Eſtate according to the Cuſtom of the Manor, is a good cuſtomary Tenant.

So is Tenant by the Curteſy, by the Cuſtom.

In ſome Manors there are Cuſtoms, That Executors ſhall have the Profits for a Year: In ſome Senſe they are good cuſtomary Tenants.

Cuſtom was, That for Waſte to be amerced, and for ſuch Amercement, the Beaſt of the Under-Tenant, as well as the Tenant, ſhould be liable to be diſtrained. The Under-Tenant is a cuſtomary Tenant to this Purpoſe; for, as he enjoys the Privilege of a cuſtomary Tenant, he ſhall undergo the Charges. *March Rep.* 161. *Thorn* and *Tyler.*

There

There is a Difference between Cuſtomary Lands and Copyhold Lands, Freehold as well as Copy may be Cuſtomary Lands; as Ancient Demeſne may paſs by Surrender in ſome Manors, and by Copy; and Ancient Demeſne may paſs by Feoffment, or Surrender. *Perryman's* Caſe, *Rep.* 5.

A Manor cannot be without a Court-Baron: It is inſeparably incident to a Manor, without any Grant from the King to keep the ſame; and this is not drawn from the Crown, but is to be held *de Neceſſitate.* 1 *Bulſtr.* 6. *The King* and *Stafferton.*

The Court-Baron muſt be held within the Manor; for if it be holden without the Manor, it is void; unleſs a Lord being ſeiſed of two or three Manors, hath uſually Time out of Mind kept at one of the Manors Courts for all the ſaid Manors: Then by Cuſtom ſuch Courts are ſufficient in Law, albeit they are not holden within the ſeveral Manors. *Co. Litt.* 58. *a.*

There may be a Cuſtomary Manor held by Copy, and ſuch a Cuſtomary Lord may keep Courts, and grant Copies. 11 *Rep. Nevill's* Caſe. *Cro. Jac.* 260. *contrd.*

There are two Sorts of Courts Baron, one at Common Law, incident to every Manor, and is of Freeholders, who are Judges: And then there is a Cuſtomary Court, conſiſting of Cuſtomary Tenants, for without them it cannot be; and this Court may be holden without any Free Tenants, or other Suitors, except Copyholders: And of this Court the Lord or his Steward is Judge. *Co. Lit.* 58. But a ſingle Copyhold cannot ſupport a Cuſtom to hold a Court.

When the Lord of a Manor, having many ancient Copyholds in a Vill, grants the Inheritance of all his Copyholds to another; or if the Lord demiſe all his Lands granted by Copy to another for a Thouſand Years, the Grantee or Leſſee may hold Courts for the Cuſtomary Tenants, and accept Surrenders, and make Admittances and Grants: For although this is

not a Manor in Law, becauſe there want Freeholders, yet there may be holden a Court for Copyholders, and the Lord or his Steward is Judge. 4 *Rep.* 26. *Melwich*'s Caſe, and Sir *Chriſtopher Hatton*'s Caſe, *&c.*

An Honour conſiſts of many Manors, and have ſeveral Copyholders; but there is for all the Manors only one Court, yet are they ſeveral and diſtinct Courts.

Guardian in Soeage may keep Court in his own Name, and grant Copies, and be good, and ſhall bind the Heir, for he is *Dominus pro tempore. Cr. Jac.* 55, 98. *Shopland* and *Rider.* 1 *R. Raym.* 131.

The Lord himſelf may grant or make Admittance out of the Manor at what Place he pleaſeth, and ſo cannot the Steward. 4 *Rep.* 26. *Melwich*'s Caſe, *&c.* But by Cuſtom the Court may be held out of the Manor, and Grants and Admittances there made be good.

Every Steward of a Court is either by Deed, or without Deed; for a Man may be retained to keep his Court-Baron and Leet without Deed, and that Retainer ſhall continue till he be diſcharged. *Co. Lit.* 6. *b.* 4 *Rep.* 30. And ſuch Steward may take Surrender of Cuſtomary Tenants out of the Court. 4 *Rep.* 30. *Holcroft*'s Caſe.

In all Real Actions which concern Lands, the Suitors are the Judges; but in Perſonal Actions, under the Sum of Forty Shillings, the Steward is the Judge.

Steward of a Manor may take Surrenders in any Place, which a Steward of a Court cannot. 1 *Leon. p.* 227. *Caſe* 307. *Balgrave* and *Wood.*

To take a Surrender, and grant Land by Copy, is not any Judicial Act; and the Admitting of a Copyholder is not any Judicial Act, for there needs not be any Suitors there who are Judges; and ſuch a Court may be holden out of the Precincts of the Manor, and the Grant is good, eſpecially if the Lord of the Manor agree to it afterwards: And this Court may be kept by the Steward, or his Deputy,

or

or Servant by his Command. 1 *Leon.* 288. Lord *Dacres*'s Caſe.

Things of Neceſſity done by one who is but in a reputed Authority, are good, if they come in by Preſentment from the Jury, or merely of Neceſſity, are good; as the Admittance of an Heir upon a Preſentment, or Admittance by a Surrender to an Uſe: But Acts voluntary, as Grant of a Copyhold, are not good. If the Steward diminiſh the ancient Rents and Services, it is a void Copy. If a Lord command a Steward that he ſhall not grant ſuch Land by Copy, if he grant it, it is void. *Cro. El.* 699. *Harris* and *Jay.*

In Ejectment upon Motion for a new Trial, reſolved, that a Steward of a Manor may take a Surrender of a Copyhold, out of the Manor; but cannot admit out of the Manor; and that a Cuſtom, that a Steward ſhall not take Surrenders out of the Manor, is a void Cuſtom. *Paſ.* 8 *W.* 3. *Tukely* v. *Hawkins*, 1 *R. Raym.* 76.

A Steward of a Court for Life is retainable without Deed, but a Steward may be retained for Years by Parol; but ſuch a one is not properly a Steward, for he cannot take Surrenders out of Court, but may hold a Court, or take Surrenders in Court. 1 *Leon.* 227. *Godb.* 142. *Dyer* 248. 1 *R. Raym.* 159.

Keck was Steward of a Manor by Patent, to exerciſe by himſelf or his Deputy, and made *Clerke* his Deputy. *Kett* a Copyholder being Sick ſent to *Clerke* to come to him, to take a Surrender to the Uſe of his Will; *Clerke* by Writing under his Hand and Seal appointed *Thacker* and *Ballaſton* his Deputies, jointly and ſeverally to take this Surrender; accordingly *Ballaſton* took the Surrender of *Kett* out of Court to the Uſe of his Will, which at the next Court after the Death of *Kett* was preſented: Held that the Surrender was a good Surrender; That *Ballaſton* had a good original Authority, for where an Officer has Power to make a Deputy, ſuch Deputy (when he is created) may do any Act that his Prin-

cipal might do, and leſs Power he cannot have: That admitting the Authority was originally defective, yet they were ſufficient Stewards *de facto*, and the Surrender for that reaſon good. Then ſuch Steward is no other than he who has the Reputation of being Steward, and yet is not a good Steward in Point of Law; *Clerke* was a good Deputy, ſuppoſe he had made *Thacker* and *Ballaſton* Deputies abſolutely, which would have been void; yet it would have given *Thacker* and *Ballaſton* the Reputation of being good Stewards; and a Surrender to them, and a Preſentment afterwards in Court, and Admittance made accordingly, would be good. (Cited *Moor* 109, 110. 1 *Leon.* 288. 4 *Co.* 25. *b.*) *Paſ.* 13 *W.* 3. *Parker* v. *Kett.* 1 *R. Raym.* 658. *Comyns* 84. *Salk.* 95.

Infant is not capable of the Stewardſhip of a Manor. *March, p.* 41.

Copyholder moved the Court, That the Steward might be ordered to bring in Court-Rolls to enable him to defend his Title; but the Court denied it. *Stile* 128. *Barnard. K. B.* 40.

Baron and Feme Copyholder, in Right of the Wife, ſurrender out of Court into the Hands of the Steward, and ſhe was examined by him; and it was not proved that he was Steward by Patent, nor any ſpecial Cuſtom to warrant it, yet it was adjudged good. *Cro. Jac. p.* 526. *Smithſon* and *Cage.*

The Steward repreſents the Perſon of the Lord; for in the Abſence of the Lord he ſitteth in Court as Judge, to puniſh Offences, to determine Controverſies, redreſs Injuries, *&c.* He acts ſome Things in the Lord's Name, and not in his own: For if the Steward admit any Copyholder, or by ſpecial Authority, or by particular Cuſtom, licenſe a Copyholder to alien, this Admittance and Licence ſhall be in the Lord's Name. *Co.* of *Copyholds, fo.* 143.

He muſt take Care to record and enroll all the Conveyances of Eſtates, for it hath been holden, That if the Lord in open Court grant a Copyhold Eſtate, and no Entry is made thereof in the Court,

Rolls, that the Grant is void, and that no collateral Grant will make it good. *Calthorp, fo.* 47. But if the Tenant have no Copy, or loſe his Copy, the Roll of the Court is a good Evidence.

If a Man refuſe to be ſworn of the Jury, he ſhall be fined, and the Steward of the Lord may commit him to Priſon till he have paid his Fine, or amerce him and diſtrain. 31 *H.* 6.

The Steward may cauſe a Stranger which cometh within the Precinct of the Leet to be ſworn to inquire in the Leet; and the Lord may ſell a Diſtreſs taken in that Caſe, for that it is the King's Court. 3 *H.* 7. *fo.* 4. 11 *H.* 7. 14.

The Steward is Judge of Record, and may aſſeſs a Fine for Contempt made in Leet, and the Lord ſhall have Debt for that. 7 *H.* 6. *fol.* 13. 10 *H.* 6. *fol.* 7.

A Leet is ſaid to be a Court of Record. 21 *H.* 7. *fol.* 33.

Suit at the Leet is called *Suit Real*; for that is the King's Court. 45 *Ed.* 4. *fol.* 23.

If the Steward of the Leet command the Bailiff to impanel a Jury to inquire for the King, upon Pain of Forty Pounds, and he refuſe to do it, he may put upon him the Pain of Fifty Pounds; and at the ſecond Time Forty Pounds, or more: And upon all Pains the Lord may have Action of Debt. 7 *H.* 6. *fol.* 13.

If the Jury will not preſent the Defaults in a Leet of which they are informed, the Steward may aſſeſs a Fine upon them. 10 *Ed.* 4. *fol.* 4.

A Fine in Court-Leet for a Miſdemeanor, *&c.* is not traverſable. 7 *H.* 6. *fol.* 13.

The Lord may diſtrain in the High-ſtreet for Amerciaments in a Leet. 34 *Ed.* 2.

If my Horſe be in the Keeping of another Man, he may be diſtrained; if I be amerced in the Leet for Stopping the Highway, *&c.* 47 *E.* 3. 12. But if a Copyholder be amerced, the Horſe of a Stranger cannot be diſtrained. 10 *H.* 7. *fol.* 21.

If any Suitor, preſent in Court, refuſe to be of the Jury, or if any make another commit ſuch Contempt, or any other Contempt or Diſobedience in Court-Leet, the Steward may ſet a Fine upon him without affirming by Affeerors: But when one is amerced, that ſhall be affirmed by the Affeerors. 10 *H.* 6. *fol.* 7.

But the Steward of the Leet cannot commit any Man to Priſon for his Contempt, neither can he take Recognizance to bind a Man to good Behaviour; but he may take a Recognizance for the Peace. *Co. Inſtit.* 4 *fol.* 263.

The Steward of the Leet cannot hold Plea of any Thing appertaining to the Crown, nor touching Freehold or Lands, nor Debt, Treſpaſs, or otherwiſe. *Mag. Chart, cap.* 17.

What Things may be granted by Copy, and what Grants are good.

A Manor may be granted by Copy, and generally all Lands and Tenements within the Manor; and whatſoever concerneth Lands and Tenements, may be granted by Copy; as a Fair appendant to a Manor may be granted by Copy. *Co. Lit.* 58. *b.*

Underwoods without the Soil, and the Herbage of Land, may be granted by Copy; but the Waſte may not be granted by Copy.

Copyholds come to the Lord by Eſcheats, Forfeiture, or Purchaſe: What comes by Eſcheat or Forfeiture, he may grant again.

The Grants of Copyhold by Infants, Perſons *Non Compos Mentis*, Lunatic, Outlawed, or Excommunicated, are good, by reaſon the Cuſtom of the Manor is the main Foundation on which the Copyhold Eſtate is built; and what the Cuſtom doth confirm to the Copyholder, the Law will ever allow and ſupport, notwithſtanding any ſuch Diſability or Imperfection

ſection in the Grantor's Perſon. *Co. Lit. fol.* 58. *b.* 8 *Rep.* 63. *a. b. Swain's* Caſe, *Noy, p.* 21.

A Copyhold eſcheated, and which hath been kept in the Lord's Hands divers Years, may be granted over by the Lord himſelf, or by his Steward. *Cro. El.* 699. *M.* 41 *El. B. R.* And theſe Grants of Lands coming to the Lord by Eſcheats or Forfeitures, are called Voluntary Grants.

And if he be a lawful Lord at the Time of his voluntary Grant, whether his Eſtate in the Manor be great or ſmall is not material, as in Fee or Tail, Dower or Curteſy, for Life or Years, Tenant by Statute, *Elegit* or at Will, or on Condition, he may grant any Copyhold eſcheated to him; for as long as the Cuſtom doth allow the Rents and Services being truly reſerved, theſe Grants ſhall bind them that have the Inheritance or Freehold of the Manor; for the Copyholder doth not derive his Eſtate out of the Lord's Eſtate only, but out of the Cuſtom of the Manor; and the ſame Cuſtom that fixeth a Copyholder inſtantly in his Land upon his Admittance, will likewiſe protect and ſupport his Intereſt to the End, in ſuch manner, that although the Lord's Intereſt faileth, yet the Copyholder's Intereſt ſhall not fail, being upheld by Cuſtom, unleſs he forfeit it by his own Act.

Where Copyhold Land comes into the Hands of the Lord by Eſcheat or Forfeiture, the Lord may grant this Land by Copy, rendering a greater Rent, but not a ſmaller.

Exception of Timber for Fuel and Repairs, and Eſtovers, in the Grant of a Copyhold for Life, is not good where the Cuſtom allows ſuch Wood to the Tenant.

If the Eſtate of the Lord in the Manor by Relation happen to be void, yet if he grant by Copy during the Continuance of his Intereſt, it is good. So if a Man eſpouſeth the Lady of a Manor under the Age of Conſent, and after ſhe diſagreeth, tho' his Eſtate in the Manor by Relation was void, yet Copyholds granted

before Diſagreement ſhall never be avoided. So if the Lord of a Manor commits Felony or Murder, and Proceſs of Outlawry is awarded againſt him, after the Exigent he granteth Copyhold Eſtates according to Cuſtom, and then is attainted; theſe Grants are good, though by Relation the Manor was forfeited from the Time of the Exigent awarded: So if the Lord had been attainted by Verdict or Confeſſion.

Theſe Grants muſt be according to the Cuſtom of the Manor, and Rents and Services Cuſtomary muſt be reſerved; for what Acts of the Lord in granting Copyholds are not confirmed by Cuſtom, but only ſtrengthened by the Power and Intereſt of the Lord, have no longer Continuance than the Lord's Eſtate.

A Grant upon an uſurped or unlawful Title ſhall never bind the right Owner, but that by Action or Entry he may avoid it; for the Law will not ſupport a Cuſtom which ſhall tend to the Diſheriting the right Owner.

Leſſee for Years of a Manor grants a Copyhold in Reverſion, and before the Reverſion happens the Term is expired, the Grant is void.

If an Infant infeoff me of a Manor, though he may enter upon me at his Pleaſure, yet Grants made before his Entry ſhall not be avoided by any ſubſequent Entry.

Executors may grant Copyholds according to the Cuſtom of the Manor for Payment of Debts, where they have ſpecial Power given them by the Will to do it. *Co. Lit.* 58. *b.*

The Lord of a Copyhold Manor may himſelf grant a Copyhold Eſtate at any Place out of the Manor. 4 *Rep.* 26. *b. Melwich's* Caſe.

The Admittance of the Lord amounts to a Grant to him who had a good Title, otherwiſe not. 4 *Rep.* 22 *Winch Rep.* 67. *Haſſet* and *Handſon.*

Though a Copyholder may not convey his Copyhold to a Stranger without Surrender and Admittance, yet he may grant his Eſtate out of the Court

to

to the Lord of the Manor by Bargain and Sale, or Releaſe: for the Cuſtom is not between the Lord and his Tenant, but between Tenant and Tenant only. *Winch Rep. p.* 57. *Heſſet* and *Handſon*, 1 *Keb.* 808.

If a Copyhold Tenant ſurrender to the Uſe of himſelf, *Habend'* to him and his Wife, and to the Heirs of their Bodies, this it ſeems is void: for it is in the Nature of a Grant at Common Law. 2 *Roll's Abr.* 67. *Brooks* and *Brooks.*

If a Man grant all his Demeſne Lands, his Copyhold Lands will not paſs, if he had other Demeſnes to ſatisfy the Words of the Grant. 2 *Roll's Rep.* 236. And if I, being a Copyholder, grant all my Lands and Tenements in *D.* having other Lands there beſides Copyhold, in ſuch Caſe my Copyhold Lands there ſhall not paſs, becauſe they cannot paſs by any ſuch Aſſurance, but by Surrender. *Owen.*

By Fe[illegible]ſſment of the Manor Copyholds paſs. 3 *Keb.* 456.

Of

Of SURRENDERS.

A Surrender is in Nature of a Deed Poll, rather than of an Indenture, and enures by Way of Limitation of Uſe. 1 *Saunders* 151.

The Surrender to the Lord is general, without expreſſing any Eſtate, for that he is but an Inſtrument to admit, for no more paſſeth to the Lord but to ſerve the Limitation of the Uſe; and when the Tenant is admitted, he ſhall be in by him that made the Surrender, and not by the Lord.

If a Copyholder in Fee take the ſame Land of the Lord by other Copy for Life, this is not any Surrender or Determination of his Copyhold Inheritance; for a Copyhold may not be ſurrendred but by actual Surrender in Court into the Hands of the Lord, and not by Surrender in Law. 1 *Roll's Abr.* 501. *Shepherd* and *Adams.*

Implication is not good in a Surrender, although it may be good in a Will. 1 *Brownl. Rep.* 127. *Allen* and *Naſh*, *Noy* 152.

Every Copyholder by the general Cuſtom may ſurrender in Court, and need not to alledge any particular Cuſtom therefore: So if out of Court he ſurrender to the Lord himſelf, he need not in Pleading alledge any Cuſtom; but if he ſurrender out of Court into the Hands of the Lord, by the Hands of two or three Copyholders, or by the Hands of the Bailiff, *&c.* theſe Cuſtoms are particular, and therefore he muſt plead them. *Co. Lit.* 59. *a.*

A Copyholder cannot ſurrender an Eſtate to another, and leave a particular Eſtate in himſelf, no more than a Freeholder.

A Copyhold Eſtate may paſs by Releaſe, that enures by way of Extinguiſhment, but not when it tends to Enlargement of an Eſtate.

Regularly Eſtates of Copyhold muſt paſs by Surrender and Admittance; and if the Surrender be out of Court, there muſt be a Preſentment.

In ſome few Caſes a Surrender is ſufficient without Admittance or Preſentment; as if the Copyholder ſurrender to the Lord's Uſe, there needs no Admittance.

And in ſome Caſes, Admittance will do without a Surrender; as if the Lord makes a voluntary Grant of the Copyhold in his Hands, no Surrender is needful, but Admittance only.

If a Copyholder comes into Court, and ſaith that he is weary of his Copyhold, and requeſts the Lord to take it; or if he comes into the Court, and deſires the Lord to admit his Son into the Copyhold; or any Words in the Court that declare his Intention of Surrendring into the Lord's Hands, will amount to a good Surrender. *Rep. p.* 81. *Hobbart* and *Hutton*, 3 *Rep.* 80. in *Belfield's* Caſe.

If a Copyholder of Inheritance takes a Leaſe by Indenture for Years, by this the Copyhold Eſtate is gone, and this is a Surrender of his Inheritance: But in the Caſe of taking Copy for Life, the Inheritance remains. *Rolls.*

The Steward of a Manor may take a Surrender of a Copyhold out of the Manor. *M.* 13 *Jac. B. R. Houſey* and *Wild.* And the Lord or his Steward may grant Copies out of Court as well as in Court. *Cro. El.* 103.

If he who ought to ſurrender cannot come in Court to ſurrender in Perſon, being in Priſon, the Lord of the Manor may appoint a ſpecial Steward to go to the Priſon, and take the Surrender. 1 *Leon. p.* 46.

A Surrender by Letter of Attorney to two Cuſtomary Tenants out of Court, is good; for as he may ſurrender in Court, by the common Cuſtom, and at Common Law, ſo he may do it by Attorney as a Thing incident at Common Law: But to ſurrender into the Hands of the Lord by the Hands of two Cuſtomary

Cuſtomary Tenants, requires ſpecial Cuſtom to warrant it.

But ſuch Attornies ought to purſue the Manner and Form of the Surrender in all Points, according to the Cuſtom, as the Copyholder himſelf ought to have done.

A Copyhold Eſtate cannot be ſurrendred to another by Attorney without Deed, but one may be admitted to a Copyhold Eſtate by Attorney without Deed. *Stile's Pract. Reg.* 74.

If a Surrender be made to the Lord in general, without expreſſing to what Uſe, it ſhall be taken to the Lord's Uſe. *Kitch.* 81. And if any ſurrender to another, without expreſſing any Eſtate, the Lord may grant it to him to whoſe Uſe the Surrender was made, and the Lord ſhall aſcertain the Eſtate. A Copyholder ſold his Copyhold Eſtate, but ſhews not what Eſtate, but ſurrendred it to the Uſe of the Bargainee; and the Lord granted it in Fee to the Bargainee, and was adjudged good. *Cro. El.* 392.

Copyholder ſurrenders to the Uſe of *M.* and *R.* without Limitation of any Eſtate, they ſhall only have it for their Lives; and in ſuch Caſe, if the Lord make Admittance, and deliver Seiſin to *M.* and *R.* and the Heirs of *R.* this was only an Admittance to them for Term of their Lives, and the Reverſion over to *R.* ſhall go to him who made the Surrender; for the Lord is but an Inſtrument, and when he hath made Admittance according to the Effect of the Surrender, nothing remains in him, but the Reverſion is in the Surrenderer. 4 *Rep.* 29. *Bunting* and *Lepingwel.*

It is laid down for a Rule, That the ſame Conſtruction which the Law makes upon Words in a Deed, it will make in a Copy; but it is not always true, though regularly it is ſo.

And that as well Eſtates as Deſcents ſhall be directed by the Rules of Law as neceſſary Conſequents upon the Cuſtom, unleſs there be a ſpecial Cuſtom to the contrary.

A Per-

A Perſon may take by the *Habend'* in the Admittance, who was not named in the Premiſſes as to Copyhold; therefore Copyholder ſurrenders his Lands without ſaying to whoſe Uſe, and at the next Court the ſaid Copyholder was admitted, *Habend'* to him and to his Wife in Tail, the Remainder over, the Wife ſhall take by this Admittance, though ſhe was not named in the Premiſſes; for this Caſe of a Copyhold is like to the Caſe of a Will, or Frank-marriage, in which it is ſufficient to paſs an Eſtate, albeit the Parties be only named in the *Habend'*; but it is otherwiſe where the Surrender is to Uſes, and ſhe is not named in the Premiſſes.

A Man may Surrender to the Uſe of his Wife, and it ſhall be good, becauſe he ſurrenders to the Lord to his Wife's Uſe; and the Wife is admitted by the Lord according to the Surrender 4 *Rep.* 29. *Bunting* and *Lepingwel.*

A Copy is granted to the Father and to his Son, and he doth not demonſtrate which of his Sons ſhall have it; it was adjudged a void Grant for the Uncertainty, he having many Sons at that Time.

A Surrender to him that ſhall be Heir to *J. S.* or to the Uſe of the next Child of *J. S.* or to the next Wife of *J. S.* though at the Time of the Surrender *J. S.* had no Child, Heir, or Wife; yet if he afterwards hath, his Heir, Child, or Wife, may come into Court, and compel the Lord to admit according to the Surrender.

A Surrender to the Uſe of the right Heirs of *J. S.* he being alive, is void, becauſe it cannot take Effect according to the Intent of the Grantor, which is to be executed preſently.

Surrender to the Uſe of *J. S.* for Life, Remainder to the Uſe of an Infant *in ventre ſa mere*, is good.

A Surrender cannot begin at a Day to come, no more than Livery: And ſo it was adjudged in *B. R.* 23 *Eliz.* in *Clark*'s Caſe.

A Surrender of a Copyhold in Fee *à tempore mortis*, is void. 1 *Saunders* 151.

A Fee

A Fee may be limited upon a Fee, upon a collateral Contingency in Copyhold Eſtates: As if a Man ſurrender a Copyhold in Fee to the Uſe of *J. S.* and his Heirs, who is an Infant, and if *J. S.* dies before the Age of One and twenty Years, or Marriage, then he ſurrenders this to the Uſe of *J. D.* in Fee; This is a good Remainder to *D.* upon the Contingency. 2 *Rolls* 791. *Simpſon* and *Southwood.*

A Surrender is to the Uſe of a Feme Covert, the Remainder to the right Heirs of the Body of the Huſband and Wife; he in the Remainder ſhall not take till the Huſband dies, for he which is to have this ought to be Heir of the Body of both. 2 *Rolls Abr.* 415. *Lane* and *Pannel.*

The Poſſeſſion of a Leſſee for Years is the Poſſeſſion of him in Remainder, ſo as to make a *Poſſeſſio Fratris. Modern Rep.* 102. *Blackburn* and *Greaves.*

Where a Man ſurrenders to the Uſe of himſelf for Life, and afterwards to another in Tail, the Remainder to the right Heir of him who ſurrendereth, there his Heir ſhall have it by Deſcent; otherwiſe, where the Surrenderer hath but an Eſtate for Life, or in Tail, there his Heir ſhall enter as Purchaſer.

A Copyhold which by Cuſtom was demiſable for three Lives, was demiſed to one for his Life, the Remainder to ſuch Wife as he ſhould marry, and to the firſt Son of his Wife. *Per Cur'*, Theſe two Remainders are void; but the Eſtate for his Life was good. *More* 1922. *Webſter* and *Allen.*

A Man cannot deviſe a Copyhold Eſtate to transfer it by his laſt Will only, but he muſt ſurrender it into the Hands of the Lord to the Uſe of his laſt Will, and then he may deviſe it to whom he pleaſeth; but nothing paſſeth by the Will, and all by the Surrender, and the Will is only a Declaration of the Uſes of the Surrender. 1 *Bulſt. p.* 200. *Semain's* Caſe.

And a Cuſtom that a Copyholder ſhall deviſe his Land, is not good without Surrender. *P. Eliz. B. R. Rot.* 334. *Wroth's* Caſe.

A Copy-

A Copyholder ſurrendered to the Uſe of his Will, and deviſed to his firſt Son for Life, and after his Deceaſe to the Heir Male of his Body, *&c.* This was ruled to be an Eſtate-Tail.

If a Man ſurrenders Copyhold Land to two, equally to be divided, they are Joint-Tenants; but ſuch a Deviſe would have them made Tenants in Common. 1 *Ventris* 378.

When one ſurrenders to the Uſe of his Laſt Will, and thereby deviſeth Copyhold Lands to his middle Son, and the Heir of his Body, who dies without Iſſue, and the Lord grants it to the youngeſt, the eldeſt Son may enter, and Admittance is not neceſſary.

If there be two Joint-Tenants, and the one ſurrenders into the Hands of two Tenants to the Uſe of his Laſt Will, and makes a Will of the Land, and dies, the Surrender is afterwards preſented: It is a Severance of the Jointure, and ſhall bind the Survivor; for being preſented, it ſhall relate to the firſt Time of the Surrender. *Cro. Jac.* 800. *Porter's* Caſe.

Copyholder may ſurrender to the Uſe of another on Condition; as for the Copyholder to pay to the Surrendree a Sum of Money at a Time to come, and that then the Surrender ſhall be void. 5 *Rep.* 114. *Wade's* Caſe.

A Copyholder may ſurrender to the Uſe of another, reſerving Rent, with Condition of Re-entry for Non-payment; and for Default of Payment, he may re-enter. 4 *H.* 6. 11. 21 *H.* 6. 37.

A Copyholder ſurrenders upon Condition, and afterwards by his Deed releaſeth the Condition, it's good without Surrender, for properly a Right or Condition cannot be given or determined by Surrender, but by Releaſe. *Cro. Jac.* 36. *Hull* and *Shardbrook*, 4 *Rep. Kite* and *Quinton*.

One cannot paſs a Copyhold Eſtate to begin from a Day to come, nor yet upon a Contingency, no more

more than a Freehold at Common Law. 2 *Bulſtr.* 274. *Simpſon* and *Southern.*

If a Copyholder ſurrenders his Copyhold of Inheritance into the Hands of the Lord, to the Uſe of *J. S.* paying a Sum of Money to his Executors within ſuch a Time after his Death, he to whoſe Uſe this Surrender is made, takes by Force of this preſently; *per Dodridge.* 2 *Bulſtr. p.* 275.

A Stranger may not ſurrender before Admittance; but an Heir to whom a Copyhold deſcends or comes in Remainder, may ſurrender before Admittance, becauſe he is in by Courſe of Law; for the Cuſtom which makes him Heir to the Eſtate, caſts the Poſſeſſion upon him: But a Stranger to whom the Copyhold is ſurrendred, had nothing before Admittance, becauſe he is a Purchaſer, and the Copy made to him upon his Admittance is his Evidence by the Cuſtom; and before this he is not a cuſtomary Tenant, and ſo he can transfer nothing to another. *Yelv. p.* 144, 145. *Wilſon* and *Weddel. Cro. Jac.* 36. *Joyner's* Caſe.

Copyholders, Baron and Feme, to them and the Heirs of the Huſband: Huſband dies, the Heir may ſurrender his Reverſion before any Admittance, and during the Life of the Wife, and it is a good Surrender; for the Reverſion was caſt upon him by the Surrender, before any Admittance. 1 *Roll's Abr.* 499. *Calchin* and *Calchin.*

Infant within Age ſurrenders to the Uſe of another, it is not good in Chancery. *Mich.* 9 *Jac. Hughs* and *Carpenter.*

An Infant who ſurrenders his Copyhold Land within Age, may enter at his full Age without being put to any Suit for it. *Popham, p.* 39.

Tenant for Life of a Copyhold, where the Remainder is over, may ſurrender to the Lord. 9 *Rep.* 107. *Podger's* Caſe.

A Feme Covert and *J. S.* are Tenants for Life of a Copyhold, and *J. S.* ſurrenders his Moiety to the

the Huſband of the Feme; this is a Severance of the Jointure, ſo that he is Tenant in common with his Wife. 2 *Rol. Abr.* 88. *Lane* and *Pannel.*

Tenant for Life, Remainder for Life of a Copyhold, the Remainder-man for Life enters upon Tenant for Life in Poſſeſſion, and makes a Surrender; nothing at all paſſeth hereby, for by this Entry he is a Diſſeiſor, and hath no cuſtomary Eſtate in him whereof to make a Surrender. *Mod. Rep.* 199. *Bird* and *Keek.*

A Tenant out of Court cannot take a Surrender of a Feme Coveſt, for that ſhe is ſecretly to be examined by the Steward; *Tothil, p.* 108. unleſs by ſpecial Cuſtom.

A Surrender made to the Steward, to the Uſe of the Steward, is good, for the Entry is, That he ſurrendered into the Hands of the Lord; and the Steward is but the Lord's Servant, and the Surrender is to the Lord, and not to him. *Cro. El. p.* 717. *Eriſh* and *Rives.*

Where the Cuſtoms are not purſued on a Surrender, the Surrender is void. 5 *Rep.* 84. *Peryman's* Caſe.

A Copyholder doth ſurrender to the Uſe of *A.* in Truſt, that he ſhall hold the Land until he hath levied a certain Sum of Money, and that afterwards he ſhall ſurrender to the Uſe of *B.* The Money is levied; *A.* is required to make Surrender to the Uſe of *B.* He refuſeth. *B.* exhibits a Bill to the Lord of the Manor againſt *A.* that he ſhall ſurrender: He refuſeth. Now the Lord may ſeize, and admit *B.* to the Copyhold, for he in ſuch Caſe is Chancellor in his own Court. 1 *Leon.* 2.

If a Surrender be made out of Court into the Hands of the Lord himſelf, which the general Cuſtom will warrant, or into the Hands of the Bailiff, or of two Tenants of the Manor (which is warrantable only by ſpecial Cuſtom); to make it effectual, there muſt be a true Preſentment of the Surrender in Court, by the ſame Perſons into whoſe Hands the Surrender

was made, and the Admittance of the Lord must be according to the Tenor of both the Surrender and Preſentment.

The Preſentment, by the general Cuſtom of Manors, is to be made at the next Court-Day immediately after the Surrender; but by ſpecial Cuſtom it may be at the ſecond or third Court-day after.

But if the Surrender be conditional, and the Preſentment abſolute, the Surrender, Preſentment and Admittance are void, except the Steward in the Entry of it omits the Condition; and upon ſufficient Proof made in Court of that, the Surrender ſhall not be avoided, but the Roll amended; and this ſhall be no Concluſion to the Party to plead or give in Evidence the Truth of the Matter. 4 *Rep.* 25. *Kite* and *Quinton.*

If one ſurrender out of Court, and die before Preſentment, if Preſentment be made after his Death, it is good. 4 *Rep.* 29. *Bunting*'s Caſe.

If he to whoſe Uſe the Surrender is made dieth before Preſentment, yet upon Preſentment made after his Death, his Heir ſhall be admitted. *Stile, p.* 145. *Barker* and *Denham.*

If the Tenant, into whoſe Hands the Surrender was made, die before Preſentment, yet upon ſufficient Proof made in Court that ſuch a Surrender was made, the Lord ſhall be compelled to admit. *Co. Lit.* 62.

But nothing paſſeth till Preſentment.

If a Copyholder ſurrender to the Uſe of a Stranger, in Conſideration that the Stranger ſhall marry his Daughter before ſuch a Day; in this Caſe, if the Marriage ſucceeds not, the Stranger ſhall take nothing by the Surrender. But if the Conſideration be, that the Stranger ſhall pay ſuch a Sum of Money at ſuch a Day; although the Money be not paid, yet the Surrender is good. *Carth. fol.* 37. But *Q.* this laſt.

If the Copyholder ſurrender to the Uſe of his right Heirs, the Land ſhall remain in the Lord until the Death of the Copyholder, for then his Heir is known. *Dyer* 99. *Leon.* 1 *Part, Rep.* 133.

If a Copyholder ſurrender to the Uſe of a younger Son and dies, this youngeſt Son cannot bring an Action till Admittance; but if the Copyhold be deſcended to the Heir, he may have an Action before Admittance. *Ca.* 4. *fo.* 22.

If the Copyholder ſurrender to the Uſe of one for Life, who is admitted and dieth, he in Reverſion may enter without a new Admittance. *Leon.* 1 *Part, Rep.* 114.

Want of Surrender or defective Surrender ſupplied in Equity.

BILL to have an Account of the real and perſonal Eſtate of their Father, and a Partition of his real Eſtate.

The Caſe was, *B.* having ſeveral Freehold and Copyhold Lands, deviſes all his Lands, Goods and Chattels to his three Sons, equally to be divided between them, and deviſes over and above this, 100 *l.* to his eldeſt, provided he gives a lawful, good, and general Releaſe to his two younger Brothers; and by his Codicil appoints, that if one of his younger Sons ſhould die or marry in his Minority without Conſent of his Executors, then his Portion to go to the other younger Son.

Second Point, if the Copyhold Lands ſhall paſs by this Deviſe without a Surrender to the Uſe of his Will? Lord C. was of Opinion, that the Copyhold Lands do not paſs by the Deviſe for Want of a Surrender to the Uſe of the Will, though in the Caſe of younger Children, becauſe there are Freehold Lands to ſatisfy the Words of the Will. *Bullock* v. *Bullock*, 6 *Vin. Abr.* 56. *pl.* 19.

Andrew Burton was ſeiſed of Freehold, Leaſehold, and Copyhold Land, and ſo ſeiſed made a Surrender of his Copyhold to the Uſe of his Laſt Will (he delivered the Surrender to his Tenant of the Copyhold, (who was one of the cuſtomary Tenants of the Manor) to be preſented at the next Court, but took it back

from him, and both the ſaid *Andrew* and his Tenant were at a Court held ſhortly after, but did not preſent the Surrender,) whereby he deviſed his Copyhold to *Andrew* his eldeſt Son, and the Heirs Male of his Body, the Remainder to *Cornelius* his ſecond Son, who was by a ſecond Venter and the Heirs Male of his Body, Remainder to *Barton* his third Son and the Heirs Male of his Body, Remainder to his own right Heirs. The Deviſor died, leaving the ſaid three Sons and one Daughter, who was by the firſt Venter; the eldeſt Son entered upon the Copyhold, and received the Rents and Profits of it during his Life, but did not preſent the Surrender, and died withou Iſſue; whereupon his Siſter of the whole Blood, Wife to the Defendant *Floid*, claimed as Heir at Law to her Brother, whom ſhe conceived to be ſeiſed in Fee for Want of a Surrender; the Tenant attorned to the Defendant in Right of his Wife; whereupon Plaintiff, ſecond Wife of *Andrew* the Father, brought her Bill as Guardian to her two Sons, *Cornelius* and *Barton*, to have the Copyhold according to the Will. The Counſel for Defendant inſiſted, that the Want of a Surrender ought not to be ſupplied in this Caſe, becauſe the younger Sons have an ample Proviſion by the Will, beſides the intended Copyhold; and that the Court of Equity ſupplies the Want of a Surrender againſt the Heir at Law only where the intended Eſtate is the ſole Proviſion made for thoſe to whom ſuch Eſtates are deviſed; they further inſiſted, that though the Court will ſupply the Want of a Surrender for the Benefit of younger Children where there is a ſufficient Proviſion for them beſides, yet in this Caſe it ought not, becauſe the Acts of *Andrew* the Father, ſubſequent to his making the Surrender, amount to a Revocation of it, and manifeſt his Deſign to be, that the Surrender ſhould not be preſented, as his taking it back from his Tenant to whom he had given it to preſent, and his neglecting to preſent it at Court at which he was preſent, and had an Opportunity to do it; but *Trevor*, Maſter of the

the Rolls, decreed for the Plaintiff; and as to there being be a ſufficient Proviſion by the Will for younger Children beſides the Copyhold, he ſaid that the Parent was the only Judge of that; and as to thoſe Acts of the Teſtator, which it was ſaid amounted to a Revocation of the Surrender, he ſaid they did not; and that if it had been the Teſtator's Deſign that the Copyhold ſhould not be ſurrendered to the Uſe of his Will, he ſhould have revoked it, and obſerved that there was not ſo much as Parol of Evidence of a Revocation. This Cauſe was reheared before *Harcourt* Lord Chancellor, who affirmed the Maſter's Decree, and that Defendants ſhould join in a Surrender purſuant to the Will. *Burton* v. *Floid* & ux. 6 *Vin. Abr.* 56. *pl.* 20. 2 *Eq. Caſ. Abr.* 230. *pl.* 6. See *Gilb. Eq. Rep.* 121.

Sir *Charles Rawley* deviſed Copyhold Lands to his Daughters, without ſurrendering them to the Uſe of his laſt Will and died; *Carew Rawley* his Son and Heir entered and mortgaged them for 400 *l.* the Mortgagee aſſigned his Mortgage to one of the Plaintiffs. The firſt Queſtion was, whether the Want of a Surrender ſhould be ſupplied for the Benefit of the Daughters, ſeeing they had a very large Proviſion beſides the Copyhold Land? The ſecond was, whether the Mortgage which was taken and aſſigned without Notice of Sir *Charles*'s Deviſe, ſhould be firſt diſcharged? *Cowper*, Lord Chancellor, as to the firſt decreed, that the Want of a Surrender ſhould be ſupplied for the Benefit of the Daughters notwithſtanding their Proviſion, becauſe the Father was the beſt Judge what was a ſufficient Proviſion for them. As to the ſecond he decreed, that the Mortgage being had without Notice ſhould be firſt diſcharged, there having been Laches in the Daughters. *Weeks* v. *Gore*, 6 *Vin. Abr.* 57. *pl.* 24.

Surrender is not to be ſupplied where it will put the younger Children in better Condition than the Elder. *Roſs* v. *Roſs*, 6 *Vin. Abr.* 58. *pl.* 18.

Bill by Plaintiffs for an Injunction againſt Defendant, eldeſt Son of a Copyholder, to make good the Defect of a Surrender of a Copyhold in Favour of a Will, whereby the Father gave this Copyhold, and all other his Eſtate for Maintenance of Plaintiffs, his younger Children, till 21, and then to be divided amongſt Plaintiffs, and Defendant to have a Share. Lord Chancellor ſaid the Rule is, When the eldeſt Son is totally diſinherited, not to interpoſe, and this is very near to a total Diſinheriſon, the Eldeſt not being to have any thing till the Youngeſt are of Age. Injunction denied. *Hicken & al' v. Hicken*, 6 *Vin. Abr. p.* 59. *pl.* 20.

On Appeal to Lord Chancellor, the Caſe was, *S. M.* having Iſſue three Daughters, *viz. Mary*, *Martha*, and *Samuela*, and having freehold Lands in *A. J.* and *W.* and ſome Copyholds in *J.* (ſome of which he had ſurrendered to the Uſe of his Will) he made a Will, and deviſed Part to Truſtees for Charities, and to each of his two Daughters *Martha* and *Samuela*, diſtinct Part of his freehold Lands, and Money and Legacies, to his Wife the Houſe he lived in, and ſeveral Cloſes by Name, till his Daughter *Mary* ſhould attain 21, and then are theſe Words, "And after then the Houſe and Grounds, and all other my Meſſuages, Cottages, Lands, Tenements and Hereditaments whatſoever in *A. J.* and *W.* not herein before otherwiſe diſpoſed of, with their and every of their Appurtenances, unto my ſaid Daughter *Mary*, and to the Heirs of her Body, to enter upon at her Age of 21, and not ſooner."

Mary marries Plaintiff *Andrews*, and Bill brought by them for an Injunction, and to have the Want of a Surrender ſupplied.

Quære 1. Whether the Words of the Will were ſufficient to paſs the other Copyhold in *A.* to the Daughter *Mary*?

2. If Equity ſhould ſupply the Want of a Surrender in this Caſe?

Heard

Heard at the Rolls 10 *Feb.* 1732. and held that the Copyhold not devised to Charities did pass by general Words to Plaintiff *Mary*, and that Equity should supply the Want of a Surrender, and decreed accordingly, and a perpetual Injunction.

Ejectment was tried before Justice *Cooper*, and a Case made for the Opinion of *C. B.* where it was held, that the Words were sufficient to pass Copyhold, and the Master of the Rolls of the same Opinion; and as to the second Point, the Parent is the proper Judge of the Provision of his Children, and here is no Children unprovided for. 2 *Eq. Cas. Abr.* 234.

Upon Appeal to Lord Chancellor it was objected, that the Copyhold Lands did not pass, and that Equity ought not to aid a Surrender to the Prejudice of two other Sisters, who with Plaintiff were Heirs at Law, and Plaintiff better provided for than the two other Sisters, exclusive of Copyhold, and here there were other Freehold Lands whereon the general Words might operate.

Lord Chancellor said, The Rule of Evidence is the same here as at Law; the proper Evidence of Surrenders, or Title to a Copyhold, is the Court Roll, or a Copy of it; or it must appear they existed once, and are lost, *&c.* and so make Way to go into a parol Evidence.

Plaintiff has no Title at Law, and as to an Equity Title, if it does not appear to be Testator's Intent to give this Copyhold to *Mary*, the Court ought not to give it, but must expound and collect Testator's Intent from the Words of the Will. It is clear, that the general Words, (*viz.* of all other) will take in the Rest of Copyhold as well as Freehold; as to Cases where a Surrender is not supplied, they stand upon this Reason, that the Intention could not be collected to give Land to Uses to which Testator could not give them; but when the Intention can be collected, though there are improper Words, yet they pass in Consideration of this Court, where if there had been a Surrender, they would have passed in Favour of Credi-

tors, *&c.* and was of Opinion, that the Teſtator intended to compriſe Copyhold in the Deviſe to his Daughter *Mary*, and if he did ſo, the Rule is general, that ſuch Deviſe is good to a Wife, younger Children or Creditors. But objected that *Mary* is not the youngeſt Child, ſhe is indeed eldeſt, but Piece of a whole Heir at Law, and if ſole Heir, yet it is common in Caſes of Portions, that the Eldeſt is conſidered as the Youngeſt if not provided for. In Caſe of *Borough Engliſh*, the Youngeſt muſt be conſidered as Heir; ſo in Gavel-kind, in Regard to what does not deſcend in common they ſtand in Place of younger Children; to determine otherwiſe would be to determine upon Words, and not according to the Nature of Things.

As to the Proviſion made for *Mary*, he don't know that the Court hath gone minutely into the Conſideration of that, *&c.* otherwiſe where the Heir is totally diſinherited. In *Boſs* and *Boſs* the Heir had but 6*l.* a Year, and *de minimis non curat lex*, and in Effect a total Diſheriſon; but where there is a Proviſion not unreaſonable, and where the Heir is not left in a deſpicable Condition, the Court has not gone ſo far. In Caſe of *Burton* and *Fleid*, it was laid down by Lord *Harcourt* in the ſtrongeſt Terms, and there, after an Eſtate Tail a Surrender was ſupplied, and here Defendants claim another Eſtate by the ſame Will, and where a Deviſee claims a Bounty, he muſt take the Whole, or reject the Whole, according to the Will. Decree was affirmed.

The Quantum of a Proviſion of a Child is in the Father's Power and Diſcretion. A Man is bound by Nature to provide for all his Children, and in this Caſe the Father had provided for two, and intended to provide for the third; he intended to make a compleat Proviſion, and give all that he had among his three Daughters, and to leave nothing to deſcend. *Andrews* v. *Waller*, 6 *Vin. Abr.* 237. *pl.* 12.

Where a younger Child comes into Equity to have the Want of a Surrender of a Copyhold ſupplied, he muſt

muſt be wholly unprovided for, or have but a very ſlight Proviſion, tho' there have been great Variety of Opinions upon this Point; and where all the Children have been well provided for, the Court has ſupplied the Want of a Surrender againſt the Heir, becauſe the Father was the beſt Judge in what Manner to provide for his Children; and I believe, Lord *Cowper*, was the firſt who refuſed it, becauſe the younger Child was greatly provided for, and the Heir had little or nothing. *Moſely's Rep.* 370.

A Deviſe of a Copyhold to a Charity, ſhall be a good Appointment within the Statute of Charitable Uſes, though there was no Surrender to the Uſe of the Will. *Nel. Ch. Rep.* 75.

If a Copyholder, having agreed for the Sale of his Copyhold, and received the Purchaſe Money, dies before Surrender made, Equity will ſupply the Want of the Surrender. *Barker* and *Hill*, 2 *Ch. Rep.* 218. The like in Caſe of a Mortgage, where the Surrender became void by the Cuſtom, not being preſented within twelve Months. *Taylor* and *Wheeler*, 2 *Vern.* 565. The like where the Mortgagor afterwards ſold the Lands to a third Perſon, who had notice of the Mortgage. *Jennings* and *Moore*, 2 *Vern.* 609. *Ceſtui que Truſt* of a Copyhold Eſtate having an Equitable Intereſt only, may deviſe it without a Surrender. 2 *Vern.* 680.

Proviſion being made by a Will for younger Children out of Copyhold Lands, a Defect in the Surrender was ſupplied in Chancery againſt the Eldeſt Son and Heir. *Hardham* and *Roberts*, 1 *Vern.* 132. The like as well for an Elder as Younger Son in the Caſe of Gavelkind Lands. 2 *Vern.* 163. But a Decree ſupplying the Defect of a Surrender in the Caſe of a Deviſe to a Grandſon was reverſed in the Houſe of Lords; where it was held that Equity ought not to ſupply ſuch a Defect in Diſfavour of the Heir at Law, unleſs it were in Favour of a Son or Daughter, nor then neither if it was to diſinherit the Eldeſt Son. *Kettle* and *Townſend*, 1 *Salk.* 187.

A Copy-

A Copyholder of Lands in the Nature of *Borough English* deviſed them to his Eldeſt Son, and deviſed Houſes to his youngeſt Son, who never entered into them, they being ſoon afterwards burnt; the Court would not ſupply the want of a Surrender in Favour of the Eldeſt Son. *Cooper* and *Cooper*, 2 *Vern.* 265.

Equity will ſupply the want of a Surrender in Favour of Creditors for Payment of Debts; but not for the Wife againſt the Heir at Law, who will be diſinherited thereby; nor for younger Children againſt the Elder, to put them in a better Condition than the Elder.

Of ADMITTANCES.

6 Vin. Abr. 88. pl. 19.

THERE are three Sorts of Admittances, *viz.* upon voluntary Grant, Surrender, and Deſcent.

And none can inherit as Heir any manner of Lands in Fee Simple, but he that is Heir unto him of the whole Blood.

As to voluntary Grants made by the Lord, in ſome Senſe he may be ſaid to be the abſolute Owner of the Land, and may diſpoſe of it at his Pleaſure; yet he is bound to obſerve the Cuſtom of the Manor in his Grants; neither can he alter the Rents, Eſtate or Tenure.

If the Cuſtom doth warrant an Eſtate to a Woman *durante Viduitate* only, and the Lord admits for Life, that ſhall not bind the Heir.

The Lord himſelf may grant or make Admittances out of the Manor at what Place he pleaſeth, but ſo cannot the Steward. 4 *Rep.* 26, 27.

Surrenders of Copyhold are not to be likened to Surrenders at Common Law; for if a Copyholder in Fee ſurrenders to the Uſe of another for Life, nothing more paſſeth out of him than ſhall ſerve the Eſtate limited to the Uſe; and he which hath the Surrender, ſhall not pay any Fine for Re-admittance to the Reverſion, for

for this continues always in him. 9 *Rep.* 107. *Podger's* Caſe.

Admittances made by Diſſeiſors, Abators, Intruders, Tenant at Sufferance, or others who have defeaſible Titles, are good againſt them who have Right, becauſe they are lawful Acts, and they were compellable to do the ſame. *Co. Lit.* 58. *b.*

If the Lord, *pro Tempore*, of a Copyhold Manor be Leſſee for Life or for Years, Guardian, or any who had particular Intereſt, or Tenant at Will of a Manor accept a Surrender, and after, before Admittance, the Leſſee for Life dies, or the Years, Intereſt, Cuſtody, or the Will, is determined, altho' the next Lord comes in *paramount* the Leaſe for Life or Years, the Cuſtody or the particular Intereſt, or Tenancy at Will, yet he ſhall be compelled to make Admittance according to the Surrender. 17 *Jac.* Lord *Arundel's* Caſe, *Co. Lit.* 59. *b. Trin.* 1 *Jac. Rot.* 854. *Shopland* and *Ridler.*

If a Copyholder ſurrender to the Uſe of another, and after the Lord having Knowledge of this, accepts the Rent of *Ceſtuy que Uſe* out of Court, this is an Admittance in Law. 1 *Roll's Abr.* 505. *Freſwell* and *Welch.*

Any Act to imply the Conſent of the Lord to the Surrender, ſhall be a good Admittance:

As if the Lord meet *J. N.* and ſaith to him, Such a Surrender is made to your Uſe, to which I agree, or am content; this Saying amounts to a good Admittance. 3 *Bulſtr.* 230. *Elken's* Caſe, 215, 216.

If the Steward accept a Fine of a Copyholder, it amounts to an Admittance. 3 *Bulſtr.* 237. *Rowlinſon* and *Green's* Caſe.

If a Copyholder ſurrender to the Uſe of one for Life, the Remainder to another, the Admittance of Tenant for Life is Admittance of him in Remainder alſo; for that they are but one Eſtate, and but one Fine is due for both. 4 *Rep.* 22, 23. *Brown's* Caſe. *Aliter* of him in Reverſion. *More, n.* 488. *Dell* and *Higden.*

The

The Admittance of Tenant for Life or Years ſhall be an Admiſſion of all in Remainder, *per Hale*; and there is no Inconvenience in it, for Fines are to be paid by the particular Remainder. The Eſtate is bound by the Surrender, and ſhall go to them in Remainder. *Mod. Rep.* and 3 *Keb.* 29.

The Lord may refuſe to admit by Attorney him to whoſe Uſe a Surrender was made, for that he ought to do Fealty, which he cannot do by Attorney. 9 *Rep.* 76. *Comb's* Caſe. Yet if the Lord will admit him by Attorney, it is good.

The Steward of the Manor may make Admittance upon a Surrender out of Court, as well as in Court. 4 *Rep.* 26, 27. *Freſwell* and *Welch.*

The Heir, upon the Death of the Anceſtor, may enter upon the Land before Admittance. He may take the Profits, puniſh any Treſpaſs done upon the Land. 4 *Rep.* 21. *Brown's* Caſe.

And he may before Admittance ſurrender to whoſe Uſe he pleaſeth, paying the Lord his Fine.

The Lord may avow upon him before Admittance, for Arrears of Rents, or other Services.

There ſhall be a *Poſſeſſio Fratris* before Admittance; for if a Copyholder in Fee have Iſſue a Son and Daughter by one Venter, and a Son by another Venter, and his Son by the firſt Venter enter into the Land and dieth before Admittance, the Daughter ſhall inherit as Heir to her Brother, and not the Son by the ſecond Venter as Heir to his Father.

The Heir before Admittance is not a compleat Tenant to all Intents and Purpoſes; for before that he cannot be ſworn of the Homage, and he cannot maintain a Plaint in the Nature of an Aſſiſe in the Lord's Court, till he is admitted. *Co.* on *Copyh.*

Copyholder dies, the Lord admits a Stranger, the Heir may enter, and upon Re-entry maintain an Action of Treſpaſs without Admittance. *Noy, p.* 172. *Simpſon* and *Gillion.*

If a Copyholder of Inheritance ſurrender to the Uſe of another and his Heirs, and he to whoſe Uſe the

the Surrender is made dies before Admittance, and after the Lord admits his Heir, he ſhall be in by Purchaſe, and not by Deſcent; for he is in by the Lord, for nothing was in his Father by the Surrender before Admittance. 1 *Roll's Abr.* 827. *More's* Caſe.

If a Copyholder be for *Years*, and maketh his Executors, and dieth, the Executors ſhall have the Term without any Admittance.

One Joint Copyholder releaſed to his Companion, and the Releaſe was adjudged good without Surrender or Admittance; for the firſt Admittance is of them and every of them, and the Ability to releaſe was from the firſt Conveyance and Admittance. *Winch*, p. 3. *Waſe* and *Pretty*.

She who hath a Widow's Eſtate ſhall make a Leaſe before Admittance, for the Law veſted the Eſtate in her, and there is no Fine due to the Lord. *Noy*, *Rimington* and *Cole*.

By the Entry of the Huſband without Admittance of the Wife, he ſhall be Tenant by the Curteſy.

The Copyholder upon Surrender (if the Lord refuſe to admit him) cannot enter without Admittance, nor have an Action, unleſs there be a ſpecial Cuſtom to warrant it; for he who makes the Surrender continues in Poſſeſſion till Admittance, and not the Lord, and he ſhall have Treſpaſs againſt any that enters. *Cro. El.* 349. *Berry* and *Green*.

But the Party that made the Surrender may have Action on the Caſe againſt the Lord, for not holding his Court, and admitting him to whoſe Uſe the Surrender was made. 26 *El. Galway's* Caſe.

Chancery will compel the Lord to admit a Tenant. *Tothil*, p. 65.

Of Fines upon Admittances, &c.

FInes due to the Lord upon Admittance are not to be paid till Admittance, either upon a Surrender or Deſcent; for Admittance is the Cauſe of the Fine, and Forteſc. Rep. 41 & 44. Stra. 654.

and the Admittance of the Parties intitles the Lord to the Fine. 4 *Rep.* 28. *Sand's* Case, and *Bacon's* Case.

All Fines muſt be reaſonable, and are either certain or uncertain, according to the Cuſtom of the Manor.

In Caſes of Deſcent, where the Copyhold Fine is at the Will of the Lord, a Year and a half's Value of the Lands hath been declared to be a reaſonable Fine, and two Years and a half hath been adjudged unreaſonable.

In caſe of a Surrender or Purchaſe, the *Lord* may take what Fine he will.

Where the Fines are uncertain, they muſt be reaſonable; for the Lord cannot exact exceſſive Fines, and all Fines are reaſonable, unleſs the contrary appear. 1 *Keb.* 154.

It is a good Cuſtom, that the Copyholder had uſed to pay a Fine upon every Alteration of the Tenant, either by the Act of God, or by the Act of the Party. *Co. Lit.* 59. *b. Armſtrong's* Caſe.

The Fine is to be aſſeſſed by the Lord; but in ſome Places the Cuſtom is, that the ſucceeding Copyholder ſhall compound with the Lord for his Fine; and if he cannot compound, then the Homage of the Manor ſhall aſſeſs the Fine. *Cro. Jac.* 368. *Ford* and *Haskins's* Caſe.

Copyholder in Fee ſurrenders to the Uſe of another for Life; when the Leſſee dies, he ſhall not pay a Fine for his Admittance to the Reverſion, for this continues always in him. 2 *Rep.* 107.

If Copyholder in Fee ſurrender to the Uſe of one for Life, the Remainder to another for Life, the Remainder to another in Fee, there is but one Fine due, for the particular Eſtate and the Remainders are but one Eſtate. 1 *Rol. Abr.* 505.

If the Fine be certain, the Tenant is to bring it with him to the Court, and pay it before Admittance; and if he be not ready to pay it, it is a Forfeiture. *More, n.* 852. *Dalton* and *Hammond. Aliter* of the Refuſal to pay an exceſſive Fine; and if the Fine be uncertain,

certain, Notice muſt be given before there be a Forfeiture.

Where a Copyholder hath ſeveral Lands, holden by ſeveral Services by Copy, there the Lord may aſſeſs and demand for every ſeveral Tenure a ſeveral Fine; and the Tenant may refuſe to pay a Fine for the one, and ſo forfeit this, and yet pay the Fines for the others. 4 *Rep.* 28. *Hebert* and *Hammond*'s Caſe.

Debt lies for a Fine againſt the Copyholder by the Lord. *Siderfin*, *p.* 58. *Wheeler* and *Honer*.

Tenants by Copy ſhall not pay any incertain Fines by Change of their Lord by Alienation, but by Death, which is the Act of God; for otherwiſe the Lord might oppreſs the Tenant by frequent Alienations. *Cary* 9. 1 *Inſt.* 59, 60.

If the Lord inſiſts upon an extravagant Fine for a Renewal, he ſhall be reſtrained to what is reaſonable, although the Fine is arbitrary and incertain; and having demanded ten or twelve Years Value of the Land, the Court decreed him only two. 2 *Ch. Rep.* 134. *Nel. Ch. Rep.* 154.

If the Fine demanded is unreaſonable, the Copyholder is not obliged to pay it; and tho' he himſelf only thinks it unreaſonable, and afterwards it is adjudged reaſonable; yet it is no Forfeiture, becauſe it is a Matter of Controverſy. 2 *Dan. Abr.* 194. *p.* 5. 13 *Rep.* 1, 2. *T. Raym.* 42. 2 *Mod.* 229, 230. 3 *Lev.* 308. *Cro. Jac.* 617. *Lat.* 14, 15, 122. *Stil.* 241. *Cro. Eliz.* 351. *Stil.* 387. But where a Copyholder in Fee made a conditional Surrender for ſecuring a Sum of Money at the End of ſix Months; the Money not being paid, and the Mortgagee willing to continue his Money, they deſired the Lord that the old Surrender might be taken up, and a new one made for ſix Months longer; but the Lord inſiſted on an arbitrary Fine of two Years Value, and that the Mortgagee ſhould come in and be admitted; and the Court being of Opinion, that Equity could not relieve againſt the Fine, the Matter was ended by Compromiſe, and a Fine of 40*l.*

paid

paid to the Lord, the Eſtate being 100 *l. per Ann. Mich.* 1699. *Fredway* and *Fotherby*, 2 *Vern.* 367.

The Lord may aſſeſs a Fine out of the Manor, and may appoint it to be paid out of the Manor. 1 *R. Raym.* 45.

In the ninth Year of his late Majeſty's Reign, an Act was made to enable Lords of Manors more eaſily to recover their Fines, and to exempt Infants and Femes Covert from Forfeitures of their Copyhold Eſtates in particular Caſes, as follows:

Where any Perſons under the Age of twenty-one Years, or Femes Covert, ſhall be intitled by Deſcent or Surrender to the Uſe of a laſt Will; to be admitted Tenant of any Copyhold Tenements, ſuch Infant or Feme Covert, in their proper Perſons, or ſuch Feme Covert by her Attorney, or ſuch Infant by his Guardian, or in caſe he have no Guardian, then by his Attorney (for which Purpoſe they are impower'd, by writing to make Attornies) ſhall appear at one of the three next Courts which ſhall be kept for ſuch Manor, whereof ſuch Tenements ſhall be Parcel, and ſhall there tender themſelves to be admitted Tenants; and in Default of ſuch Appearance and of Acceptance of ſuch Admittance, the Lord or his Steward, after three Courts holden and Proclamations made, may nominate at any ſubſequent Court, any fit Perſon to be Guardian or Attorney for ſuch Infant or Feme Covert for that Purpoſe only; and by ſuch Guardian or Attorney may admit ſuch Infant or Feme Covert, and impoſe ſuch Fine as might have been impoſed, if ſuch Infant had been of full Age, or ſuch Feme Covert unmarried. *Stat.* 9 *Geo.* 1. *c.* 29. §. 1.

The Fine ſet thereon may be demanded by the Bailiff, by a Note ſigned by the Lord or his Steward, to be left with ſuch Infant or Feme Covert, or with the Guardian of ſuch Infant, or Huſband of ſuch Feme Covert, or with the Tenant of the Tenements to which they were admitted; and if the Fine be not paid to the Lord or his Steward, within three Months after Demand, the Lord may enter upon ſuch Copyhold

hold Eſtate, and hold the ſame and receive the Rents; but without Liberty to fell any Timber, till by ſuch Rents he be paid the Fine with Coſts, although ſuch Infant or Feme Covert happen to die before ſuch Coſts and Fine be raiſed; of all which Rents received the Lord ſhall yearly on Demand render an Account, and pay the Surplus to ſuch Perſon as ſhall be intitled. *Stat.* 9 *Geo. c.* 29. §. 2.

As ſoon as ſuch Fine and Coſts ſhall be ſatisfied, or if after ſuch Seiſure and Entry the Fine and Coſts ſhall be tender'd, then ſuch Infant or Feme Covert, or other Perſon, intitled, may enter and take Poſſeſſion; and if the Lord after the Fine and Coſts ſatisfied or tender'd, ſhall refuſe to deliver Poſſeſſion, he ſhall be liable to make Satisfaction for all Damages and Coſts. *Stat.* 9 *Geo. c.* 29. §. 3.

Where any Infant or Feme Covert ſhall be admitted to any Copyhold Tenements, if the Guardian of ſuch Infant, or Huſband of ſuch Feme Covert, ſhall pay the Lord the Fine and the Coſts, then the Guardian or the Huſband, their Executors, *&c.* may enter into and hold the ſaid Copyhold Tenements, and receive the Rents, till they be ſatisfied all the Money they ſhall diſburſe on the Account aforeſaid, notwithſtanding the Death of ſuch Infant or Feme Covert. *Stat.* 9 *Geo. c.* 29. §. 4.

No Infant or Feme Covert ſhall forfeit any Copyhold, for Neglect or Refuſal to pay any Fine impoſed on their Admittance. *Stat.* 9 *Geo. c.* 29. §. 5.

If the Fine impoſed in any of the Caſes before mentioned ſhall not be warranted by the Cuſtom of the Manor, ſuch Infant or Feme Covert ſhall be at Liberty to controvert the Legality of ſuch Fine, as they might have done if this Act had not been made. *Same Stat.* 9 *Geo. c.* 29. §. 6.

Of the Entailing of Copyhold Eſtates.

AN Eſtate Tail cannot be of Copyhold Lands, unleſs it be in Caſe where it hath been uſed; for the Statute *De Donis conditionalibus* ſhall not enure to ſuch cuſtomary Lands, but to Lands which are at Common Law, which may be given by Charter or Deed; and therefore an Eſtate Tail cannot be of thoſe cuſtomary Lands, but in caſe where it hath been uſed Time out of Mind. *Popham, fol.* 34.

A Cuſtom co-operating with the Statute may create an Eſtate Tail; and if an Eſtate Tail may be of a Copyhold by Cuſtom, by a Cuſtom it may be docked and deſtroyed. *Moore, n.* 877.

As there may be an Eſtate Tail by Cuſtom, with the Co-operation of the Statute of *W.* 2. *cap.* 1. ſo he may have a *Formedon in Deſcender, viz.* a Writ in the Nature of a *Formedon in Deſcender* in the Lord's Court: But as the Statute without a Cuſtom extendeth not to Copyholds, ſo a Cuſtom without the Statute cannot create an Eſtate Tail. *Co. Lit.* 60.

Copyhold Eſtates are entailed by Cuſtom, and not by the Statute. *M.* 18 *Car. Pilkington* and *Stanhope*'s Caſe.

A Copyhold may be intailed by Cuſtom, and barred by a Recovery by ſpecial Cuſtom; and it was agreed that a Surrender may bar the Iſſue by ſpecial Cuſtom. *Chard* and *Wyat*. So *Lee* and *Brown, M.* 15 *Jac. B. R.* And it was agreed to be a ſtrong Proof of the Cuſtom, That they to whoſe Uſe ſuch Surrenders had been made, had enjoyed the Land againſt the Iſſue in Tail. 1 *Roll's Abr.* 506.

If Tenant in Tail come in as vouchee, this is a Bar to the Iſſues in Remainder.

If

If a Copyholder ſurrenders in Tail, and the Heir of the Donee is to bring a *Formedon*, he ought to count of a Gift made by the Copyholder who ſurrendered; and not by the Lord; for he is but the Inſtrument to convey it; and nothing paſſeth from him. *Cro. El.* 361. *Paulter* and *Cornhill*.

A Feoffment will not deſtroy a Copyhold Eſtate intailed, neither will a Fine or Recovery at Common Law, for Common Law Aſſurances do not work upon the Aſſurance of the Copyhold.

But a Fine may work to the Deſtruction of an Eſtate, where it is not preſerved by ſpecial Cuſtom: So for Recovery; that that which is in Demand, is the Freehold. If the Recovery were in the Lord's Court, there the Eſtate may be turned to a Right, and a Recovery at Common Law cannot bar a Copyhold Eſtate, becauſe the Recovery in Value, to which the Warranty is annexed, doth not go according to the Copyhold, but according to the Freehold.

A Copyhold, while it is in Suſpenſe, may be barred by a Fine at the Common Law; and one cannot be a Copyholder in Tail, and have the Inheritance of Freehold in himſelf, it muſt be ſuſpended for a Time.

Where by the Cuſtom Plaints have been made in the Court of a Manor, in the Nature of real Actions, if ſuch a Recovery be againſt Tenant in Tail Copyholder, this ſhall be a Diſcontinuance, and ſhall take away the Entry of the Heir in Tail, for they are warranted by Cuſtom, and it is an Incident that the Law amounteth to the ſaid Cuſtom, that ſuch Recovery ſhall make a Diſcontinuance. 4 *Rep.* 23. *Deal* and *Rigden*, c. 3. *margin*.

Surrender by Tenant, Copyholder in Tail, makes not any Diſcontinuance, except a ſpecial Cuſtom be, and then it is a Bar. *Cro. El. p.* 148. *Bull*'s Caſe.

A Surrender makes not a Diſcontinuance.

One under Age ſurrenders and dies; having Iſſue *A. A.* may enter, and ſhall not be put to his *dum fuit infra ætatem*. 1 *Leon.* 95. *Knight*'s Caſe.

Copyholders may intail Copyhold Lands, and bar the Intailed and Remainder, by committing a Forfeiture, as making a Leaſe without Licence, *&c.* and then the Lord to make three Proclamations, and to ſeize the Copyhold, and then to grant this to the Copyholder and his Heirs, where the Cuſtom of the Manor is ſo, and be good. Purchaſer upon Surrender made to him may do the ſame. And if ſuch Forfeiture be preſented in the Copyhold Court, and the Land ſeized *in Manus Domini*, the Lord may not admit any other but him to whom it is limited and aſſigned by the Tenant who made ſuch Forfeiture, and the Lord cannot diſpoſe of it otherwiſe. And if the Lord admit any other, and after ſells the Manor to a Stranger, by whom *Ceſtuy que Uſe* is admitted, *Ceſtuy que Uſe* hath a good Title, and ſhall avoid all mean Acts made by the Lord, as he ſhould if a Surrender had been made to his Uſe. *Sidleſin, p.* 314. *Pilkington*, 2 *Saunders* 422. *Grantham* and *Copy*'s Caſe. And theſe Ways of barring intailed Copyholds are in Natdre of Recovery to dock the Intail.

Cuſtom to bar Intails of Copyhold by Recovery or Surrender good.

In Ejectment a Caſe was ſtated, that by the Cuſtom of the Manor of *Chillingham*, a Tenant in Tail of a Copyhold might ſurrender the ſame, and bar his Iſſue, without ſuffering a Recovery; and that by the ſame Cuſtom a Recovery might be ſuffered in the Manor Court, and have the ſame Effect. The Leſſor of Plaintiff in this Caſe claimed under a bare Surrender: And it was objected, that the Cuſtom to bar by Surrender could only be ſupported *ex Neceſſitate*, where there was no other Way; whereas here it could be done by Recovery, and therefore no Neceſſity appeared. *Sed per curiam*, There is no Caſe to Warrant any ſuch Diſtinction, and there is nothing unreaſonable in allowing two Ways of alienating Eſtates; the Cuſtoms are both of equal Antiquity, and we cannot prefer one to the other. The Surrender is the moſt natural Way, and the cheapeſt. The *Poſtea* muſt be delivered to the Plaintiff. *Everall* v. *Smalley*, 2 *Stra.* 1197.

Of Leaſes of Copyhold Eſtates, and of Licence to demiſe, &c.

THE Lord leaſeth the Freehold of a Copyhold to *J. S.* this is good between *J. S.* and the Lord: But the Lord cannot reſerve the Rent upon ſuch Leaſe. 1 *Keb.* 15. *Gerrard's* Caſe.

Lord of the Manor made a Leaſe to two of the Copyholders of the Court Baron for Two hundred Years, ſaving to himſelf the other Demeſnes and Services; the Leſſees kept Court there, and a Copyholder ſurrenders to the Uſe of *A.* in Fee: This is a good Copy; the Court may well continue for that Purpoſe, as to Admittance of Copyholders, for otherwiſe every one by his own Act may deſtroy his Copyholder's Eſtate. *Cro. El. p.* 394. *Jackſon* and *Neal*, &c.

If the Lord of a Manor grants a Copyhold, rendering Rent *præfato Domino* at a certain Time, & *Servitia de Jure debita & conſueta*, his Heirs and Aſſigns after his Death ſhall have this Rent, this being reſerved by a Copy. 2 *Roll's Abr.* 450. *Criſp* and *Fryar*.

The Lord may diſtrain a Copyholder for his Rent, as well as ſeize. *Quære*, If a Man makes a Leaſe at Will, rendering Rent, whether he may diſtrain for this Rent? 2 *Brownl. p.* 272. *Ravel* and *Downe*.

The Lord, after Acceptance of Rent, cannot enter upon the Leſſee of a Copyholder. 1 *Keb.* 15.

A Copyholder's Leaſe is no Diſſeiſin, though it be a Forfeiture, nor doth it alter the Eſtate of the Lord. 2 *Keb.* 598.

Copyholder made a Leaſe for Years by Licence, and Leſſee died; this ſhall not be accounted Aſſets in the Hands of the Executors. *Popham* 188. But if Copyholder make a Leaſe for a Year, this is a Leaſe by the Common Law, and not cuſtomary, and ſhall be accounted Aſſets in the Hands of the Executors of the Leſſee. *Popham* 188. *Yelv.*

A Copyholder may make a Leaſe for one Year without Licence, for that it is warranted by the Law, by Force of the general Cuſtom of the Realm. *Lit.* 234.

If the Lord give Licence to the Copyholder for Life, to let the Copyhold for Five Years, the Copyholder may leaſe this for Three Years, for this is comprehended within the Licence, inaſmuch as he had given him Licence to let for more Years. *M.* 15 *Jac. B. R. Woolridge* and *Bambridge.*

If the Lord give Licence to a Copyholder for Life to leaſe the Copyhold for five Years, if the Copyholder ſhall ſo long live, and he lets this for five Years generally, without this Limitation, [if he ſhall ſo long live] yet this is a good Purſuance of the Limitation, and ſo a good Performance; for the Leaſe is determinable by his Death by a Limitation in Law, and therefore ſo much is implied by the Law as if he had made the actual Limitation. *Noy* 121. *Hart* and *Arrowſmith.* But if the Copyholder had an Eſtate in Fee, it had been a Forfeiture to have made an abſolute Leaſe, becauſe in this Caſe he doth more than he was licenſed to do. *Popham Rep.* 105. *Hill* and *Hill's* Caſe.

Land is accounted uſually demiſeable when it is always demiſed. Tenant in Tail lets a Copyhold by Indenture, rendering the ſame Rent as before; it is a good Leaſe within the Statute of 32 *H.* 8.

And Copyholds grantable for Three Lives by the Cuſtom, may be demiſed by Indenture for Three Lives; for Eſtates granted by Copy were in Judgment of Law an Eſtate at Will; and Lands which have been accuſtomed to be demiſed at Will by thoſe which have the Inheritance of the Land, rendering Rent, are Lands accuſtomably let to Farm within the Statute of 13 *Eliz.*

The ſaid Act doth not avoid the Leaſe, if the accuſtomed yearly Rent or more be reſerved; and for that a Heriot is not a Thing annual, nor a Thing depending on the Rent; it ſufficeth if the annual Rent be

be reſerved. 6 *Rep.* 37. Dean and Chapter of *Worceſter's* Caſe.

Copyholder makes a Leaſe for Years not according to the Cuſtom of the Manor, yet this Leaſe is good, ſo as the Leſſee may maintain an *Ejectione Firmæ*; for between the Leſſor and Leſſee, and all others, except the Lord of the Manor, the Leaſe is good. *Owen* 17, *Downingham's* Caſe.

A Leaſe for Life may be made in Reverſion of a Copyholder, according to the Cuſtom.

Underwoods may be demiſed by Copy to one and his Heirs, for the Underwood is a Thing of Inheritance, for after every Cutting down they will grow again. *Cro. El.* 413. *Hoe's* Caſe.

Tithes may be demiſed by Copy, according to the Cuſtom of the Manor, for they may be Parcel of a Manor, as well as a Rent-Charge. *Com. P.* 43 *Eliz. Sands* and *Drury.*

The Lord licenſed his Copyholder to make a Leaſe of his Copyhold for Twenty-one Years, to begin at *Michaelmas* following, and he made a Leaſe accordingly by Indenture; and alſo before *Michaelmas*, by Deed made another Leaſe to another for one and twenty Years, to begin alſo at *Michaelmas* following. *Per Anderſon*, the making of the ſecond Leaſe was a Forfeiture.

If a Copyholder make a Leaſe contrary to the Cuſtom, it is a Forfeiture before the Entry of the Leſſee. *Moore*, Caſe 329.

If the Copyholder make a Leaſe for Years by Licence of the Lord, the Leſſee may aſſign this over, or make an Under-Leaſe without any new Licence, for the Intereſt of the Lord was diſcharged by the firſt Licence. 1 *Roll's Rep.* 509. *Johnſon* and *Smart.*

A Lord at Will of a Copyhold Manor cannot give Licence to a Copyholder to make a Leaſe for Years, although that he may grant a Copyhold for Life, according to the Cuſtom. 1 *Roll's Abr.* 511. *Petty* and *Debbans.*

If a Lord for Life of a Copyhold Manor give Licence to a Tenant to make a Leaſe for Years, this Leaſe ſhall not continue longer than the Life of the Lord. 2 *Brownl. p.* 40.

If a Copyholder makes a Leaſe for Years, by Licence of the Lord, and dies without Heir, the Years not expired; ſome ſay the Lord may enter, for the Eſtate out of which this Leaſe was derived is determined. *Yelv. contra.* This Licence ſhall be taken as a Confirmation of the Leaſe, and the Leaſe ſhall be good againſt him. *Popham* 188.

If the Steward in full Court licenſes a Copyholder to leaſe his Copyhold for twenty or thirty Years, more or leſs, at his Pleaſure, in the Abſence of the Lord, it is good, for he is Judge in the Court; and when he makes it, and enters it in the Roll, the Lord cannot enter for Forfeiture, becauſe of his Leaſe; for when the Steward hath entered it, That at this Court came *A. B.* and craved Licence of the Lord to let, *&c.* To whom the Lord gave Licence, *&c.* the Lord is eſtopped to ſay the contrary, but that he gave Licence. The ſame Law is where a Copyholder is admitted in Court, and entered in the Roll, to whom the Lord by ſuch a one or his Steward granted him Seiſin, the Lord cannot afterwards gainſay his Admittance. 2 *Ed. Brook, Court Baron,* 22.

Of Forfeitures.

SIR *H. P.* Copyholder in Fee of Lands held of the Manor of *Petworth* in the County of *Suſſex*, which belonged to the Defendants in 1693, makes a Settlement of them on his Marriage with *Jane Janet*, in Truſt for himſelf for Life, then to *Jane* for Life, then to the firſt and every other Son of that Marriage in Tail Mail ſucceſſively, *&c.* The Premiſſes were afterwards ſurrendered to the Uſes of the Settlement, which ſurrender was accepted by Defendant,

Defendant, Lord of the Manor, but no Admittance upon it, nor any Fine that appeared. Sir *Henry* had Issue the other Plaintiff his eldest Son, and *Jane* died. The Bill charges, that Defendants pretending that Plaintiffs, by leasing a Meadow, Part of the Copyhold, without Licence from them, contrary to the Custom of the Manor, had forfeited the said Copyhold Meadow to them as Lords of the said Manor, who insisted upon the said Forfeiture, and brought an Ejectment against the Plaintiff, Sir *Henry*, to recover the Possession; the Bill therefore prayed to be relieved against the said Forfeiture, upon payment of Costs, *&c.*

Defendants by their Answer insist, that the Custom of the Manor was established by Decree of this Court, 36 *Eliz.* yet the Plaintiff, Sir *H. Peachy*, 25 *January* 1714, had made a Lease of this Copyhold Meadow to one *Allen* for 11 Years, 13*l. per Ann.* without Licence from Defendants, and they do insist upon this Lease as a positive and wilful Breach of the Custom, and also, that the Plaintiff had forfeited several other Copyhold Tenements, by grubbing up Hedges, Topping, and Lopping Timber Trees, and Digging Quarries, *&c.*

Plaintiffs upon this bring a supplemental Bill, and charge, that the several Leases referred to by the Answer, were made by one *Dee*, then Steward to Defendants, *&c.* and were made without any Design to prejudice Defendants; and as to pretence of Waste, they charge, that about twenty-five Years ago Defendants did sell several Timber Trees to several Copyholders, and among the rest some to Plaintiff, with Liberty to carry them off in fifteen Years, which was the same Timber, and no other; that as to Hedges grubb'd up, they were such as grew between Copyhold Lands on both Sides, and not between Copyhold and Freehold.

The Answer to this Bill admitted *Dee* to be Steward to Defendants, and put the other Matters in Issue.

Counsel

Counſel for Plaintiffs cited ſeveral Caſes of Relief againſt Forfeitures in this Court, and particularly in the Caſes of Copyhold, *Cox* v. *Higford Tempore Harcourt* C. Bill brought to be relieved againſt a Forfeiture of a Copyhold, in which Caſe Mr. *Vernon* cited ſeveral Caſes for the Plaintiff, (*ſcil.*) *Thomas* v. *Porter*, *Chan. Caſes* 95, where Relief was decreed in Caſe of voluntary Waſte. (*Sed vide* the Caſe whether the Queſtion was voluntary Waſte or not.) *Naſh* v. the Earl of *Derby* 20 *Feb.* 4 *Ann. per Cowper* C. A Bill to be relieved againſt a Forfeiture of a Copyhold by felling of Timber; there the Queſtion was, if the Timber was employed in the Repairs of the Copyhold or not? And after an Ejectment brought, and one Verdict for the Copyholder, and another Verdict for the Lord, the Copyholder was relieved in Equity; upon Payment of the full Value of the Timber felled, and the Coſts of Law, and in Equity, he was reſtored to the Poſſeſſion of the Copyhold.

Cudmore v. *Raven* in Chanc. A Quaker Copyholder refuſed to do Fealty; the Lord ſeiſed for the Forfeiture, and the Quaker was relieved. In the principal Caſe of *Cox* v. *Higford*, *Harcourt* C. diſmiſſed the Bill, but that was upon the ſpecial Circumſtances, it appearing that there had been thirty Years Obſtinacy in the Tenant, and Refuſal to repair, and do Homage, and that the Lord had made ſeveral Offers *&c.* if he would repair, *&c.*

Whiſtler v. *Cage*, per *Coventry* C. S. a Surrender made and preſented in Court, but a Forfeiture inſiſted on, becauſe the Surrender was not made to two Tenants of the Manor; the Plaintiff was relieved paying the Fine, and the Lord paid Coſts. *Shelly* v. *Maſon*, per *Coventry* C. S. A Forfeiture inſiſted on for leaſing without Licence, the Copyholder was relieved, and the Lord decreed to account for the Profits, and reſtore the Poſſeſſion. *Lucas* v. *Pennington*, the Caſes of *Cox* v. *Brown*, and *Marſh* v. *Fuller* were cited, where an Entry for Non-payment of Rent by Copyholders

was relieved againſt in this Court on Payment of the Rent.

Counſel for Defendants argued, that at Law this is a Forfeiture, and that two Points were conſidered in the Caſe.

Firſt, If the Court can relieve at all in ſuch a Caſe?

Secondly, If it be reaſonable to do it in the preſent Caſe?

This is different from the common Caſe of Forfeitures for Non-payment of Rent or Money, which are Matters depending on the Agreement of the Parties, and for which, if a Circumſtance is ſlipt *&c.* a Compenſation may be made. Here the Copyholder is by Cuſtom but a Tenant at Will, and his Leaſe without Licence is a Determination of his Will, and conſequently of his Eſtate; ſo as to relieve here is in Effect to relieve againſt a Cuſtom, and totally alter the Nature of the Copyholder's Eſtate. The Caſe of *Cox* & *Brown* cited for Plaintiff had ſpecial Circumſtance; the Aſſignment of the Leaſe there (which makes the Forfeiture) was made for Payment of Debts, and that was the Reaſon the Court there relieved againſt the Forfeiture. The Caſe at Law likeſt to this is, where Tenant for Life makes a Feoffment, or levies a Fine, the Reaſon of the Forfeiture is, for that the Tenant takes upon him to grant a larger Eſtate than his Intereſt will bear. The Caſe of *Morgan* v. *Scudamore* was no more, than whether the Lord ſhould be at Liberty to ſet what Fine he pleaſed, or be reſtrained by the Court where the Fine was arbitrary, and the Lord was limited by the Court to two Years Value. As to the Caſe of *Thomas* v. *Porter*, *Chan. Caſes* 95. there was ſome Difference about the Value of the Timber fell'd; but the Chancellor declared he would not relieve in Caſe of wilful Waſte, and referred the Cauſe to the Biſhop, Defendant, though he afterwards directed an Iſſue to try if the primary Intention of felling the Timber was to do Waſte, or as the Order was worded, to try whether the Waſte is wilful or not; and Plaintiff

was

was relieved upon the ſecond Verdict for him. *Cox* v. *Higford* was of permiſſive Waſte.

This Caſe is very ſtrong againſt Relief upon the Circumſtances of it; for Plaintiff in 1694, made no leſs than 3 Leaſes without Licence, and it is in Proof he endeavoured to make a Mutiny among the Tenants of the Manor, by diſſuading the Homage from preſenting Perſons who had fell'd Timber, which are very great Aggravations in the Caſe.

And as the Law is with Defendants, and there are no Precedents in Equity of Relief in ſuch Caſes, and if there were, theſe Aggravations would exempt this Caſe from thoſe Rules, there ought to be no Relief here. It was alſo urged by Mr. *Mead* for Defendants, that as this Caſe was, Plaintiff was not proper for Relief in Equity. That this Caſe did not come within any of the Rules touching Relief againſt Forfeitures in this Court. The moſt general Rule that he could find was laid down in *Cox* and *Ruſſell*'s Caſe, 2 *Vent.* 352. that a Forfeiture ſhould not bind where a Thing may be done afterwards, or a Compenſation made for it; as where the Condition is to pay Money, or the like, and the Relief given in that Caſe was on the Want of a Circumſtance only; and as to the Caſes of Relief againſt Conditions of Re-entry for Non-payment of Rent, and of Mortgages forfeited, &c. they have gone upon this, that ſuch Conditions are as Penalties, againſt which this Court will relieve; but there are many Caſes where a Court of Equity will not give Relief againſt Forfeitures; as the Caſe of *Bertie* and Lord *Falkland*, *per Somers* C. and afterwards in *Dom' Proc.* where the Condition is precedent to the veſting of the Eſtate, this Court will not relieve againſt the Breach thereof, though in many Caſes it will relieve againſt a Condition ſubſequent by which an Eſtate is to be diveſted, becauſe that falls under the Rule of Compenſation, and ſuch Conditions are not favoured. So was the Caſe of *Fry* v. *Porter*, *Chan. Caſes* 138. *Mod. Rep.* 300. *per Bridgman C. S.* aſſiſted with the Judges, where Relief

Relief was refuſed againſt the Breach of a Condition. It is a ſtronger Caſe here, becauſe the Condition here is annexed to the Eſtate by Law, and not by Act of the Party, and if therefore Relief ſhould be given in this Caſe, it would be to make a new Law; for by the Law a Copyholder is no more than a Tenant at Will, ſubject to the Cuſtoms of the Manor, which if he breaks, his Eſtate is by Law forfeited. It is true, (according to the Caſe of *Ford* and *Hoſkins*, *Cro.* 368. and *Weſtwick's* Caſe, 4 *Co.* 28. *b.*) that Chancery can alone compel the Lord to hold a Court for the Admiſſion of a Copyholder; ſo this Court has relieved where a Lord and his Steward had by a Fraud got a Freeholder to be admitted, as by Copy of Court-Roll, as in the Caſe of *Hammond* v. *Ringe*, *per Parker* C. but in the Caſe of *Smith and Ux.* v. *Dean and Chapter of St. Paul's*, and *Rugle*, *per Jefferies* C. and reported in *Parl. Caſes* 67. A Bill was brought to compel the Lord of a Manor to receive a Petition in Nature of a Writ of falſe Judgment, to reverſe a Recovery in the Court of the Manor, whereby an Eſtate-tail was barred under which the Plaintiff claimed; the Bill was diſmiſſed, and the Diſmiſſion affirmed in *Dom' Proc'*. there is no Caſe where a Copyholder has come for Relief againſt a Forfeiture but upon equitable Circumſtances; and in this Caſe all the Plaintiff's Equity is, as he ſets it out in his original Bill, that the Leaſes were made by Miſtake, *&c.* and in his ſupplemental Bill, that the Leaſes were made by the Under-ſteward of the Manor, and he offers to pay Coſts at Law, and in Equity, to be relieved; now as to the Pretence of Ignorance, or Miſtake, the Copyholder is bound to take Notice of the Tenure at all Events. As to the Caſe of *Naſh* v. *The Earl of Derby*, there were equitable Circumſtances; ſo in the Caſe of *Cudmore* v. *Raven*, of the Quaker's refuſing to do Fealty, and thereupon the Lord entered for the Forfeiture; probably there were ſome ſuch Circumſtances, for the Lord might be aware of his Perſuaſion, and might take an unjuſt Advantage, and Conditions annexed to Copyholds ſeem

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greater Eſtate than he lawfully may, that doth determine his Will; for it is an Uſurpation upon the Right of the Lord; and the Caſes of Tenant for Life leaſing *pur auter vie*, or Tenant for a great Number of Years leaſing for Life, have been held Forfeitures, not from any Notion of their intending Damage to the Inheritance, but as it is a Quitting or Diſclaiming their ancient Right, which is thereby determined; and this is the Caſe here. Now the Queſtion is, what there is to relieve upon in Equity in this Caſe? To ſay this is a hard Law is to repeal it here; it has been admitted on the Part of the Plaintiffs, that in the Caſe of waſte, where the Place waſted and treble Damages are recovered, there can be no Relief, though the treble Damages are more than a ſufficient Recompence to the Reverſioner; but that they ſay is by a Statute Law; it is true, but there is no Difference in a Common Law Caſe, if there were, it would confound the Law; it is true, in Caſes where the Condition is annexed as a Security to have a Thing done, this Court can relieve in Caſe of Non-performance, becauſe the Thing may be done though not perhaps at the ſame Day or Place, *&c.* the Party for whoſe Benefit the Thing is to be done has all that he in Conſcience can aſk; but this Caſe cannot come under the Notion of a Compenſation; the Lord here is not hurt, ſo cannot be made Amends, but it ſtands on the Foot of the Nature of the Tenant's Eſtate. This Court has relieved againſt Forfeitures for Non-payment of a Fine, or of Rent by the Copyholder; the Forfeiture there is conſidered only as a Security to the Lord for his Fine, or his Rent, and the Thing is done in Effect and made up as advantageouſly for the Party; though it varies in Circumſtance of Time, Place or the like; nor can the Law in this Caſe of Forfeitures be called a harſh Law for the Copyholders, becauſe it has given them in other Things ſo many Advantages, *&c.* This Caſe is ſtronger than any that have been mentioned, it makes nothing for the Plaintiff that the Lord's Steward was a Witneſs

Witneſs to the Leaſe, for it is not pretended that he was ſo with the Duke of *Somerſet*'s Notice, and the Plaintiff indeed put Confidence in him, but not the Defendants, and it would be ſtrange if his Acts ſhould be conſtrued to prejudice thoſe who did not truſt him; here have been no leſs than three Leaſes made at different Times, and it won't avail that it is taken Notice of in the Leaſes, that the Lands are Copyhold, ſo long as the Ground of the Forfeiture is the Tenant's granting a larger Eſtate than he can grant without Licence from the Lord; and it is certain that a Repetition of theſe Acts would in Time deſtroy the Manor; and the Plaintiff's Diſcourſes (which are proved) exciting the Tenants to get rid as it were of their baſe Tenure, is a Circumſtance againſt him. I ſee no equitable Circumſtance in this Caſe to vary it from what it would be at Law; it was proper enough for the Plaintiff to come here to diſcover what were the Forfeitures inſiſted on, that he might be prepared at a Trial to defend againſt them, but now that Diſcovery is had, it is merely at Law upon the Queſtion, Forfeiture or no Forfeiture? I cannot relieve the Plaintiffs. Sir *Henry Peachy* v. *The Duke and Dutcheſs of Somerſet.* 6 *Vin. Abr.* 113. *pl.* 9. *Stra.* 447. 2 *Eq. Caſ. Abr.* 227. *pl.* 9.

If a Copyholder be to pay a certain Rent yearly by his Copy to the Lord, and the Lord comes upon the Land, and demands the Rent at the Day; if the Copyholder being preſent refuſeth to pay it, this is a Forfeiture; but if in ſuch Caſe the Copyholder ſaith to the Lord he hath not his Rent ready, this is not a Forfeiture, for the Lord may diſtrain. 1 *Roll's Abr.* 506.

If the Copyholder be abſent when the Lord demands the Rent at the Day; and none is there to pay it; this is a Refuſal in Law, yet this is no Forfeiture, for this amounts not to a voluntary Refuſal, and there ought to be a Demand of the Perſon of the Copyholder to make a Forfeiture. *Hob. p.* 135. *Denny* and *Lemon. P.* 38 *El. B. R. Criſp* and *Fryer.*

The Lord demanded the Rent of his Copyholder, and he anſwered, That he had it not with him, but would pay it as ſoon as he could. The Lord ſaid, Pay this at my Houſe ſuch a Day; which Houſe was within the Manor. It was reſolved, the firſt Words of the Tenant were not any Forfeiture; but when the Lord aſſigned him a Day certain, at which Day he pays it not, this Failure amounts to a wilful Refuſal, and was a Forfeiture: But had the Place been out of the Manor, it had been no Forfeiture. *Crew* Chief Juſtice.

When a Copyholder doth Acts as Owner, not warranted by Cuſtom, it determines his Eſtate, as in the Caſe of Tenant at Will, for Waſte, *&c.* 5 *Rep.* 13. 2 *Keb.* 406. *Ivery's* Caſe.

If the Eſtate of the Lord of the Manor ceaſe by Limitation of Uſe, and the Uſe and Eſtate of it is transferred to another, who demands the Rent of the Copyholder, and he denies to pay it; this is no Forfeiture without Notice given to the Copyholder of the Uſe and Eſtate. *Beconſhaw* and *Souther's* Caſe, cited in 8 *Rep.* 92. *Francis's* Caſe.

Bargainee of a Manor by Deed indented and inrolled, ſhall not take Advantage of the Forfeiture of a Copyhold for Denial of Payment of Rent to him, without Notice given to him of the Bargain and Sale. *Francis's* Caſe, 8 *Rep.*

Copyholder before any Rent due ſaith, he will not pay any Rent to the Lord hereafter; or when a Court is to be holden, that he will not appear to do any Suit at the Court of the Lord; theſe are no Forfeitures: But if his Rent being due, he denies it, or when the Court is holden he ſaith he will not do any Suit, the ſame is a Forfeiture. Sir *Chriſtopher Hatton's* Caſe, cited 3 *Leon.* 109. in *Taverner* and *Cromwell's* Caſe.

In caſe of the Forfeiture of a Copyhold, either for Rent or Fine, the Lord muſt demand the Rent or Fine of the Perſon of the Tenant.

If the Lord demand an exceſſive Fine of his Copyholder, and he refuſeth to pay it, it's no Forfeiture; *aliter* where it is a reaſonable Fine, and the Court and Jury ſhall be Judges of the Reaſonableneſs of it. But if a Fine be certain, the Tenant is to bring it with him to Court, and to pay it before Admittance; and if he be not ready to pay it, it is a Forfeiture. *Moor, n.* 851. *Dalton* and *Hamond, Cro. El. p.* 779.

Where a Fine is certain, no Notice or Demand is neceſſary; *contra*, where it is uncertain: And where the Certainty is dubious, the Refuſal is no Forfeiture. *Keb.* 1. 153. *Wheeler* and *Honor.*

Tender and Refuſal is good Payment. *Mod. Rep.* 77. *Legingham's* Caſe.

If the Anceſtor had divers Copyholds, and the Lord demands of the Heir one intire Fine for them all, the Heir may refuſe Payment. The Lord ought to make ſeveral Demands, becauſe the Heir may accept one, and refuſe the other: And Waſte in one of the Copyholds is not a Forfeiture of the other. *Cro. El.* 772.

If a Fine by the Cuſtom of the Manor, upon the Admittance of a Copyholder, be certain; and the Lord demand this Fine, and the Copyholder denies to pay it on Demand, this is a Forfeiture preſently without Preſentment: But if the Fine by the Cuſtom of the Manor be uncertain, though a reaſonable Fine be aſſeſſed, yet it being uncertain, the Copyholder is not bound to pay it on Demand preſently, but ſhall have convenient Time to diſcharge it. 1 *Roll's Abr.* 507.

If a Copyholder do not perform the Services due to his Lord, this is a Forfeiture. 43 *E.* 3. 25. *b.*

If a Copyholder in Fee withdraw his Suit for many Years to the Court of the Lord, no Warning being alledged to be made by the Lord to him when he held his Courts, it is no Forfeiture, only a Negligence; *aliter* if he had been warned, and then had refuſed to have done Suit. 1 *Roll's Rep.* 249. *Adam's* Caſe.

If the Copyholder doth not come to the Court of the Lord after a particular Summons made to his Perſon, this was adjudged a Forfeiture without expreſs Refuſal. *Noy, p.* 5. Sir *Chriſtopher Hatton's* Caſe.

General Warning within the Pariſh is ſufficient; for if the Tenant himſelf be not reſient upon his Copyhold, but elſewhere, his Farmer or Under-Tenant may ſend Notice to him of the Court. If a Man be ſo weak that he cannot travel without Danger, *&c.* or if he have a greater Office, *&c.* theſe ſhall excuſe. Sir *John Branch's* Caſe, 1 *Leon. p.* 104.

If a Copyholder by his Letter of Attorney appoint the Son of his Farmer his Attorney, to do the Services for him due for his Copyhold; ſuch a Perſon ſo conſtituted and appointed may eſſoin for the Copyholder, but not do the Services for him, for none can do the ſame but the Tenant himſelf. *Leon.* 1 *Part, p.* 139.

Where Cuſtom of a Manor is, that upon the Death of a Copyholder in Fee, his Heir is to come and make his Claim, and be admitted within three ſeveral Courts upon three ſeveral Proclamations; and if the Heir come not, then the Lord to ſeize them as forfeited: This Cuſtom and Non-claim ſhall not forecloſe the Heir which was beyond Sea at the Time of the Proclamations made; for by the Intendment of Law he cannot have Notice, *&c.* But if the Heir had been within the Realm at the Time of the firſt Proclamation, and after goes beyond Sea, the Proclamation ſhall bind him. 8 *Rep.* Sir *Richard Lechford's* Caſe. *Cro. Jac. p.* 226. *Underhill* and *Kelſey.*

If a Jury or Homage of the Manor, after Oath taken to preſent the Articles of the Court, refuſe to make a Preſentment according to their Oath; if they are Copyholders, this is a Forfeiture of their Eſtate. *Dyer,* 4 *El.* 211.

The general Cuſtom allows a Copyholder to make a Leaſe for one Year, and it ought to be in preſent; and he cannot make one for another Year in Reverſion,

ſion, or any other Leaſe which may continue for more than one Year immediately, and not to commence at a Day to come, without being a Forfeiture. *Moore, n.* 508. *Jones* 249. *Cro. Jac. p.* 308. *Lutterel* and *Weſton.*

If a Copyholder makes a Leaſe for one Year, and covenants that after the End of this Year he ſhall have the ſame for another Year, and ſo in this Manner *de Anno in Annum* during the Space of ten Years; this is no ſuch Leaſe as ſhall make a Forfeiture of his Copyhold Eſtate, becauſe he hath no lawful Leaſe but for one Year only. 1 *Bulſtr.* 187, 190. *Hamlen's* Caſe, 6 *Rep.* 35. *b. Plowd.* 237. *b. &c.*

If a Copyholder may leaſe for three Years by the Cuſtom, and he leaſeth for three, and ſo from three Years to three Years, unto nine Years; this is a Forfeiture, for this is a Leaſe for ſix Years at leaſt. 2 *D. A.* 195. *p.* 9. *Cro. Jac.* 301. 1 *Bulſt.* 190. 2 *Mo.* 80, 81.

Surrender by Tenant for Life, to the Uſe of another in Fee, is no Forfeiture. *Moore, n.* 983.

If a Copyholder for Life make a Deed of Feoffment, and no Livery, it's not a Forfeiture; nothing paſſeth, and ſo it is no Alienation: *Aliter* of a Leaſe. A Copyhold Tenant bargains and ſells his Copy-Tenement by Deed indented and inrolled; the ſame is, no Forfeiture of the Copyhold, of which the Lord can take any Advantage. *Godb.* 269.

If a Copyholder erect a new Houſe upon his Copyhold without Licence, this is not any Forfeiture. 1 *Roll's Abr.* 507. *Cecil* and *Cage.* But if he erect a Mill upon his Copyhold without Licence, it is a Forfeiture; by *Doderidge. Latch, p.* 123. in *Grey's* Caſe.

If a Copyholder builds a Houſe upon his Copyhold, and after pulls it down again, this is a Forfeiture. 1 *Bulſtr.* 50. *Brooke* and *Bear.*

Where the Lord hath any other Recompence, the Law will not make any Forfeiture, as Cuſtom to

amerce or fine for Hedges incloſing, &c. *Lit. Rep.* 267.

If a Copyholder commits Waſte againſt the Cuſtom of the Manor, it is a Forfeiture. 4 *Rep.* 27. *Clifton's* Caſe.

Voluntary Waſte is a Forfeiture of the Copyhold by the Common Law, but negligent Waſte not without a Cuſtom. *Noy, p.* 51. in *Farmer* and *Ward's* Caſe.

If a Copyholder ſuffer a Houſe to decay, and to be waſted, this is a Forfeiture. 1 *Roll's Abr.* 508. *Raſtall* and *Turner*. But if a Stranger commit Waſte upon the Copyhold, without the Aſſent of the Copyholder himſelf, this is not any Forfeiture of the Eſtate of the Copyholder. 4 *Rep.* 27. *Clifton's* Caſe.

If a Copyholder for Life cuts down Timber-Trees, the Lord may take them. If Under-Leſſee for Years of a Copyholder cuts down Timber, it ſhall not be a Forfeiture of the Copyhold Eſtate. *Stile, p.* 233.

If a Copyholder in Fee cuts down great Trees, (*viz.* Elms) to repair his Copyhold-Houſe, which *is in* Decay, and employs them accordingly, this is not any Forfeiture, becauſe the Law allows this to him, without any Cuſtom to warrant it. *M.* 39 *El. B. R.* So if he cuts down two great Trees for that Purpoſe, and only employs one of them, yet this is not any Forfeiture, for a Man cannot preciſely know what is ſufficient. *Ibid.* But if he lets them lie on the Ground and rot, it is Waſte, and a Forfeiture.

If a Copyholder for Life cuts down great Trees, this is a Forfeiture; and if a Cuſtom for ſo doing be alledged, it is unreaſonable, and not good. *Cro. Car.* 220. *Rocky* and *Higgins*.

If a Copyholder fell Trees, it is no Forfeiture, becauſe it may be for the Reparation of the Houſe: But an Act afterwards, as ſelling them, may cauſe a Forfeiture. 9 *Rep.* 76.

A Copyholder by the Common Law may lop off Under-Boughs without ſpecial Cuſtom; but the Amputation of the Top-Boughs will cauſe the Putrefaction of

of the whole Tree, and that is Waſte, and ſo a Forfeiture. *Cro. Eliz.* 361. *Drawbridge* and *Cox.*

If Tenant permit Waſte, and afterwards repair, the Lord may nevertheleſs enter, for it was once a Forfeiture, and ſo remains. *Per Hicham* in *Cornwallis's* Caſe.

The Manuring of Land to Hop Ground was agreed to be a Forfeiture; and if the Copyholder convert Part of the Land to a Piſcary, it is a Forfeiture. *Lit. Rep.* 267, 268.

A Man was indicted as Principal for the Death of *J. S.* and another as Acceſſary in receiving the Principal; after the Principal was outlawed, and the Acceſſary hang'd; and the Lord ſeized the Land of the Acceſſary as Eſcheat. Afterwards came the Principal and reverſed the Outlawry, and was found Not guilty, and the Heir of him which was hanged entered upon the Lord. Adjudged good, inaſmuch as there cannot be an Acceſſary, unleſs there be a Principal, and that the Entry of the Heir was lawful. 2 *Brownl.* 217. *Gittins* and *Cooper.*

Copyholder for Life was arraigned for Felony, and convicted, and prayed his Clergy; whereupon the Plaintiff, as Lord, entered for the Forfeiture, without alledging any ſpecial Cuſtom or Attainder. 2 *Keb.* 451, 456. *Jury* and *Pawlet.*

No Seizure can be by Attainder without ſpecial Cuſtom: And though no Advantage may be taken of a Forfeiture till after the Attainder, yet after Attainder it hath Relation, and the Committing of Treaſon is the Forfeiture.

A Pardon in Caſe of Felony is not material; for if the Commiſſion of Felony is no Forfeiture of the Copyhold, yet by the Attainder the Copyhold Eſtate for Life is abſolutely determined; ſo that after the Perſon attaint is not a Copyholder, nor may be of the Homage, nor accept of a Surrender out of Court. *Moor* 238. And it was alſo reſolved, that no Preſentment in this Caſe was neceſſary, *Cro.* 3. 498. for that is only for the Information of the Lord.

Reſcous by a Copyholder is a Forfeiture. If a Copyholder bring a Replevin, it is a Forfeiture. 1 *Roll's Rep.* 48. *Warn* and *Sawyer's* Caſe.

A Copyhold is not forfeited by Outlawry in a perſonal Action, for the Law is not prejudiced by it, and yet the King ſhall have the Profits.

Feme Copyholder of Inheritance takes Huſband; Huſband makes a Leaſe for Years: The Lord enters for a Forfeiture. Huſband dies, the Feme dies; the Heir of the Wife enters, and his Entry was adjudged lawful. *Palmer's Rep.* 387. *Savern* and *Smith.*

Denial of Rent by the Huſband, or to do Suit of Court, and Waſte, ſhall be a Forfeiture, and bind the Wife. But where the Copyhold came to the Woman after Coverture, his Forfeiture ſhall not bind her; for then it cannot be ſaid it was her Folly to take an Huſband that would forfeit, *&c. Palmer's Rep.* 387. *Savern* and *Smith.*

Leſſee for Years of a Manor ſhall take Advantage of a Forfeiture committed by a Copyholder, for he is *Dominus pro tempore. Eaſt* and *Harding's* Caſe.

The Freehold of a Copyhold granted to a Stranger, although the Tenement by this be divided from the Manor, and not demiſeable by Copy again, yet the Grantee of the Freehold ſhall take Advantage of a Forfeiture committed after by the Copyholder, for he ought to pay his Rent to the Grantee; and the Copyholder as to Forfeiture of his Eſtate remains in all Degrees as before the Severance thereof from the Manor, 1 *Roll's Abr.* 509. *Cro. El.* 499.

If the Lord of a Copyholder for Life leaſe the Copyhold for Years, to commence after the End, Forfeiture or Determination of the Tenant for Life, and after the Tenant for Life commits a Forfeiture by making a Feoffment, if the Lord will not enter for the Forfeiture, yet the Leſſee for Years may. 8 *Roll's Abr.* 858. *More* and *Redcalt.*

Copyholder for Life commits a Forfeiture, he in the Remainder ſhall not enter, but the Lord; becauſe the Remainder is to commence in Poſſeſſion after the Death

Death of the Leſſee by the Cuſtom: *Aliter* in Reverſion.

The Lord may take Advantage of a Forfeiture before Preſentment, for the Preſentment is only to give Notice to the Lord, and not to entitle him, and he may take Notice of it if he will. *Latch*, *p.* 227.

Tenant for Life, Remainder in Fee of a Copyhold, Tenant for Life commits a Forfeiture by Waſte, and the Lord enters; this ſhall not bind him in Remainder. *Trin.* 39 *El. B. R. Raſtal* and *Turner*. But the Lord ſhall hold it during the Life of the Tenant for Life. So Cuſtom is, upon Surrender made to one and his Heirs, if three Proclamations paſs, and he doth not come in to be admitted, that the Eſtate ſhall be forfeit. Surrender is made to *A.* for Life, the Remainder to *B.* in Fee; *A.* comes not in, this ſhall not forfeit the Remainder. *Yelv. p.* 1.

If a Copyholder let for Years by Licence of the Lord, and after the Leſſee makes a Feoffment, this ſhall forfeit only his Eſtate, and not the Eſtate of the Copyholder. 1 *Roll's Abr.* 509. *White* and *Hunt*.

Copyhold is demiſed to Two for Life ſucceſſively, where the Cuſtom is, they may not cut Trees; the firſt Tenant cuts, it is a Forfeiture to him in Remainder, as well as of his own Eſtate. If a Stranger cuts Trees, or another who occupies at their Sufferance, this is a Forfeiture of the Copyhold. *Moore* 149.

Admiſſion by the Lord diſpenſeth with a former Forfeiture. *Tothill* 107. *Clark* and *Wentworth*. *Aliter* had the Lord ſeized a Heriot.

If the Father commits a Forfeiture, and dieth, and the Son is admitted as Heir by Deſcent, this purgeth not the Forfeiture, becauſe the Father dying ſeiſed of no Eſtate, the Son cannot be admitted to any. *Tothill*, *p.* 107. But this ſuppoſes that the Lord entered for this Forfeiture.

Huſband ſeiſed in Right of the Wife of Copyhold Land, made a Leaſe for Years; it was held, that by the Death of the Huſband the Forfeiture of the Copyhold

hold was purged, and that the Wife ſhould have the Land again, notwithſtanding this Forfeiture of the Huſband by making a Leaſe for Years without Licence. 25 *El. Godb.* 344.

Copyholder doth waſte, the Lord dies, the Waſte is preſented in the Court, and the Lord's Heir enters; the better Opinion is, he cannot enter. Actions Anceſtrel ſhall deſcend to the Heir, but not Forfeitures, which is in the Will of the Lord to take Advantage or not. *Palmer's Rep.* 416.

Upon Entry by the Lord for a Forfeiture, he ſhall have the Emblements then growing, as the Corn on the Ground, *&c.*

For Forfeitures preſented by the Homage, the Lord may diſtrain or ſeize. 1 *Keb.* 287.

If a Copyholder makes a Leaſe for Years, which is a Forfeiture at Common Law, and afterwards the Lord makes a Feoffment or Leaſe for Years of the Freehold of this Copyhold to another; the Feoffee or Leſſee ſhall not take Advantage of it, for the Leaſe of the Freehold made by the Lord before Entry is an Aſſent that the Leſſee of the Copyholder ſhall continue his Eſtate, and ſo is in Nature of an Affirmance, or Confirmation of the Leaſe. *Owen, p.* 63. *Penn* and *Merival.*

If an Infant Copyholder is admitted, and the Lord committeth the Cuſtody of him to his Mother, and the Infant's Tenant commits a Forfeiture by cutting down Trees, which being preſented and found a Forfeiture, the Lord enters during the Infant's Nonage, and the Land is held by him and his Heirs forty Years; yet the Tenant ſhall have Relief. *Cary* 8.

A Copyholder for Life had committed a Forfeiture, by cutting down Timber Trees, which was found ſuch by a Trial and Verdict at Law, and the Lord entered and admitted the Defendant, who was the Remainder-Man; the Copyholder exhibited his Bill to be relieved againſt the Forfeiture, offering that if it ſhould appear to be Waſte, to make Satisfaction; and an Iſſue being directed to try whether it was the Primary

mary Intention in cutting the Timber to do Waſte; and it being found for the Plaintiff, it was deemed he ſhould be relieved, and that the Defendant the Remainder-Man ſhould deliver the Poſſeſſion, and account for the Meſne Profits. *Hil.* 19 *Car.* 2. *Thomas* and *Porter*, 1 *Ch. Ca.* 95.

A. having two Copyholds held of the Manor of *B.* cuts Timber (pretending a Cuſtom for it) on the one, and employs it in repairing the other; the Lord brought an Ejectment, ſuppoſing this to be a voluntary Waſte and a Forfeiture; and upon the firſt Trial there was a Verdict againſt the Lord; but upon a new Trial for the pretended Cuſtom; and it being admitted, that by the Cuſtom of the Manor, when Timber was wanting on one Copyhold Tenement, the Lord by his Bailiff might aſſign Timber for Repairs on any other of the Copyhold Eſtates: The Lord Keeper relieved againſt the Forfeiture, on Payment of the Coſts of both the Trials at Law and likewiſe of this Suit. *Hil.* 1705. *Naſh* and *The Earl of Derby*, 2 *Vern.* 537.

The Plaintiff brought his Bill to be relieved againſt a Forfeiture of his Copyhold Eſtate; and the Caſe appearing to be, that he had been guilty of the greateſt Diſobedience poſſible to his Lord; that after ſix ſeveral Preſentments upon him to repair it, and an Entry by the Lord for the Forfeiture, he brought an Ejectment; and when upon the Trial, a Rule was enter'd into by Conſent, and made a Rule of Court, that upon Payment of 4 *l.* to the Lord for his Coſts (which was not a fourth Part of the Coſts he had put the Lord to) and putting the Eſtate into Repair, he ſhould be admitted to it again; yet he never complied with the Rule, nor made any Offer of Coſts to the Lord; but inſtead of that brought another Ejectment, and was nonſuited; and now after nine or ten Years Time more brings his Bill, and had been ſeveral times amerced for not appearing at the Court, and refuſed to do Fealty, either upon Oath, or (being a Quaker) upon Affirmation; and upon theſe Circumſtances the Lord Keeper declared he ought to have no Relief; or if he were to be relieved,

relieved, yet it muſt be upon Payment to the Lord of all his Coſts, and putting the Eſtate into good Repair; which would be more Charge to him than his Intereſt in the Eſtate would be worth, having only an Eſtate for Life therein, and diſmiſſed the Bill, but with Coſts; and the Lord Keeper likewiſe declared that though this was a voluntary Waſte and Forfeiture (againſt which it was objected this Court never gave Relief, 6 *Vin. Abr. p.* 113. *pl.* 9. *Stra.* 447.); yet he thought the Rules of Equity not ſo ſtrict, but that Relief might ever be given againſt voluntary Waſte and Forfeiture. *Mich.* 1710. *Cox* and *Higford*, *S. C.* in 2 *Vern.* 664. *Vide antea fo.* 473, *&c.*

Of Extinguiſhments.

BY the Severance of the Inheritance of the Copyhold from the Manor, the Copyhold is not deſtroyed; Cuſtom has ſo fix'd and eſtabliſh'd the Eſtate of the Copyholder.

If the Lord makes a Leaſe for One hundred Years, the Lands are not ſevered from the Manor, as that the Copyhold is extinct, and the cuſtomary Intereſt is not determined, but the Lord himſelf hath deſtroy'd the Cuſtom as to Services; for the Services reſerved upon the Copy, and the Advantage of Waſte and other Forfeitures are extinct. But by *Anderſon*, the Rents and Services remain, and Waſte ſhall be a Forfeiture. 2 *Leon.* 208. *Beal* and *Langley*.

Copyholder in Tail accepts a Feoffment from the Lord, it deſtroys not the Copyhold ſo as to conclude his Iſſue. *Cartar's Rep.* 6, 7.

If a Copyholder accept a Leaſe for Years of his Copyhold, by this his Copyhold is deſtroyed, whether it be immediately from the Lord, or mediately; as was *Lane's* Caſe, 2 *Rep.* 16. *b.* For a Copyhold Intereſt, and an Eſtate for Years of one and the ſame Land, may not ſtand together in one and the ſame Perſon at

at one Time, without confounding the leſſer; and if one of them ought to be determined, it ought to be the Copyhold Eſtate, which being cuſtomary only, is leſs than the Eſtate at Common Law.

A Copyholder in Fee took a Leaſe for Years of the Manor, the Copyhold is extinct for ever, and not only during the Leaſe. *Moore Rep. n.* 330.

Copyholder accepts to hold his Land by Bill under the Lord's Hand, and not by Copy, this determines the Copyhold. 1 *Anderſon* 199. *Colman* and *Bedel.*

If the Copyholder takes a Leaſe for Years of the Manor, by this his Copyhold is deſtroyed. 4 *Rep.* 21.

But ſuch Leſſee may regrant the Copyhold to whom he will, for the Land was always demiſed and demiſable.

If the Lord make a Leaſe for Life to the Copyholder by Parol, this ſhall confound the Copyhold, if Livery be made, otherwiſe not. *Latch* 213.

If there be a Leaſe for Years of the Manor, and one of the Copyholders doth purchaſe the Reverſion in Fee, by this the Copyhold is deſtroyed, and the Leſſee of the Manor ſhall ouſt the Copyholder, and hold the Land for the Time. *Calth. p.* 97.

If a Copyholder leaſeth to his Lord, that extinguiſheth his Copyhold, although it be contrary to the Nature of a Releaſe to give Poſſeſſion. *Hutton, p.* 81.

If a Copyholder bargains and ſells his Copyhold to the Lord of a Manor in Leaſe for Years, it is no Extinguiſhment, for the Lord who is Leſſee for Years is *Dominus pro Tempore*, and may grant it by Copy *de Novo. Hutton, p.* 81.

Baron and Feme Copyholders to them and their Heirs: The Baron, in Conſideration of Money paid by him to the Lord, obtaineth an Eſtate of the Freehold to him and his Wife, and to the Heirs of their Bodies. Baron dieth, having Iſſue; the Feme enters, and ſuffers a Recovery, and his Heirs enter; *per Stat.* 11 *H.* 7. The Entry is lawful, for the Copyhold by the Acceptance of the new Eſtate is extinguiſh'd. *Cro. El.* 24. *Stockbridge*'s Caſe.

If

If a Copyhold be forfeited or eſcheat to the Lord, or otherwiſe come into the Hands of the Lord; if the Lord make a Leaſe for Years or for Life, or other Eſtate by Deed, or without Deed; this Land ſhall never after be granted again by Copy, for the Cuſtom is deſtroyed; for that during ſuch Eſtates the Land was not demiſed, nor demiſable by Copy of Court-Roll. So if the Lord make a Feoffment, and enter for the Condition broken, it ſhall never be granted again by Copy: But if the Lord keep it in his Hands for a long Time, as twenty Years or above, or let this at Will, then he may regrant it. *Latch*, p. 213. 1 *Roll's Abr.* 498. *Downcliff* and *Minors*.

If a Copyhold eſcheat to the Lord, and be alien the Manor by Fine, Feoffment, &c. his Alienee may regrant this Land by Copy, for it was always demiſed or demiſeable; but if it be a particular Copyhold Eſtate, otherwiſe, as is ſaid above. 4 *Rep.* 31. *French*'s Caſe.

If a Copyholder ſue Execution of a Statute againſt the Lord, of a Manor, and had the Manor in Execution, and after the Debt is levied, the Intereſt of the Copyhold remains. *Per Manwood*, *Heyden*'s Caſe, *Savill's Rep.*

If a Copyholder in Fee marries a Woman, Seignioreſs of the Manor, by this the Copyhold is not extinct, only ſuſpended.

If a Copyhold be granted to Three for Lives, and the firſt of them take an Eſtate by Deed with Livery from the Lord; by this the Copyhold for that *Life is* ſuſpended. *Dyer* 30. 4 *Rep.* 31.

Baron ſeiſed of a Manor in Right of the Wife, lets Copyhold Land, Parcel thereof for Years by Indenture, and died; this doth not deſtroy the Cuſtom as to the Wife, but that after the Death of her Huſband ſhe may demiſe by Copy, as before.

So if Tenant *pur Vie* of a Manor let a Copyhold, Parcel of the Manor for Years, and dies, it ſhall not deſtroy the Cuſtom as to him in Reverſion. *Cro. El. P.* 38 *El. Coneſby* and *Ruſketh*; for being Tenant

pur

per Vie, he may not do Wrong by deſtroying of Cuſtoms.

Copyhold Lands after Eſcheating cannot properly be called Copyhold, except it be becauſe there is a Power in the Lord to regrant it as Copyhold. Were it by Cuſtom that the Wife ſhall be endowed of the Moiety, and ſuch cuſtomary Copyhold Lands eſcheat, and the Huſband dies; his Wife ſhall not be endowed of the Moiety, becauſe the Cuſtom as to her is extinct. 2 *Siderfin* 89.

If Copyhold Land be in the Hands of a Subject, who after is preferred to Dignity Royal, the Copyhold is extinct, for it is below the Majeſty of a King to perform ſervile Services: Yet after his Deceaſe, the next who hath Right to it ſhall be admitted, and the Tenure ſhall be revived in him.

How, and where Copyholder ſhall hold his Lands charged, or not.

THE Copyholder which comes in by voluntary Grant, ſhall not be ſubject to the Charges or Incumbrances of the Lord before the Grant. 8 *Rep.* 63. *Swain's* Caſe.

Lord and Copyholder for Life be: The Lord grants a Rent-Charge out of the Manor, whereof the Copyhold is Parcel; the Copyholder ſurrenders to the Uſe of *A.* who is admitted accordingly; he ſhall not hold it charged; but if the Copyholder dieth, ſo that his Eſtate is determined, and the Lord granteth to a a Stranger *de Novo*, to hold the ſaid Land by Copy, this new Tenant ſhall hold the Land charged. 1 *Leon. p.* 4.

Lord of a Manor by his Will deviſed, That his Executors ſhould grant Eſtates by Copy, and died, having a Wife: The Executors make Eſtates accordingly; the Wife in caſe of Dower ſhall avoid them. *Dyer* 344. & 1 *Leon. p.* 16.

But

But if theſe Grants were made by the Lord himſelf in his Life-time, the Wife of the Lord ſhall not be endowed againſt the Copyholder; for the Title of Dower is not conſummated before the Death of the Huſband, ſo as the Title of the Copyholder is compleated before the Title of Dower.

The Lord of a Copyhold Manor, where Copyholders are for Life, grants a Rent-charge out of all the Manor: One Copyhold Eſcheats, the Lord grants that again by Copy: The Grantee ſhall not hold it charged, becauſe he comes in by Cuſtom, which is above the Grant. The ſame Law of Statutes, Recognizances, Dower.

Tenant by the Curteſy for Life, or Years, of a Manor: A Copyhold comes into his Hands by Forfeiture or Determination, and then he was bound in a Statute, and afterwards demiſed the Land again: This Copyhold ſhall be liable to the Statute, becauſe it was once annexed to the Freehold of the Lord, and bound in his Hands: But if a Copyholder bind himſelf in a Statute, it ſhall not be extended, for he had but an Eſtate at Will. *Moore, n.* 233. *Anonymus.*

If Feoffee of a Manor upon Condition makes voluntary Grants of Copyhold Eſtates according to Cuſtom, and after the Condition is broken, and Feoffee re-enters, yet the Grants by Copy ſhall ſtand. Earl of *Arundel*'s Caſe, cited in *Co.* 4 *Rep.* 24.

Of HERIOTS.

A Heriot is the beſt Beaſt (or other Thing) that the Tenant hath at the Time of his Death;

And is divided into two Sorts: Heriot Service, and Heriot Cuſtom. Heriot Service is generally expreſs'd in a Man's Grant or Deed, by which it is reſerved: And Heriot Cuſtom is only due by Cuſtom Time out of Mind, and may be paid after the Death of Tenant for Life.

Heriot Service is extinct by Purchaſe or Parcel, but not Heriot Cuſtom. *Co. Lit.* 149. *b.*

It hath been made a Queſtion, Whether the Lord may ſeize for Heriot Service? but 'tis agreed, he may ſeize for Heriot Cuſtom. *Plowd.* 96. *a. vide Cro. Eliz.* 589.

In the Caſe of *Woodland* and *Mantel* it is ſaid, The Lord may ſeize for Heriot Service: But *Anderſon* 1. *p.* 298, 299, ſaith, He ought to diſtrain, and not to ſeize; and in *Cro. Car.* 260. it is at the Lord's Election, either to ſeize it, or diſtrain: For the Lord may ſeize for an Heriot Cuſtom in the Highway; for that he claims a Heriot as his proper Goods, he may ſeize it where-ever he finds it. *Bendl.* 18, 39. 2 *Inſt.* 132.

A Cuſtom, that the Lord ſhall ſeize the Beaſts of a Stranger for an Heriot, is not good, becauſe it alters the Property; but a Cuſtom, that he ſhall diſtrain the Goods, in ſuch Caſe it is good, becauſe it is a Pledge. 2 *Leon. p.* 725. *Parker's* Caſe.

Feme by Cuſtom is to have a Moiety by Survivor; and if Heriot be to be paid for the Whole, if it be Part ſurrendered, both ſhall pay Heriots. 1 *Keb.* 356.

If Tenant alien Parcel of the Tenancy, intire Services, as Homage, Fealty, Heriots, *&c.* ſhall be multiplied. If my Tenant, who holds of me by an Heriot, aliens Parcel of his Lands to another, each of them is chargeable to me with an Heriot, becauſe it is intire; and though the Tenant purchaſe the Land back again, I ſhall have of him for every Portion an Heriot. 6 *Rep.* 1. *Bruerton's* Caſe.

If a Copyholder, being ſick in his Bed, doth ſurrender into the Hands of two Tenants, *&c.* to the Uſe of his eldeſt Son in Fee, and dieth before the Surrender is preſented in Court, the Lord muſt have an Heriot: *Aliter*, if the Surrender had been preſented in Court, and Admiſſion before the Father's Death.

Where many purchaſe Lands jointly, an Heriot ſhall not be paid till after the Death of the Survivor. 8 *Rep.* 105. *Owen* 152.

Copyhold was held by Rent, and Heriot upon Alienation and Surrender. Copyholder aliens Part of his Copyhold to one, and Part to another, and retains Part in his Hands, and ſurrenders to the Uſe of the Alienees. *Per Cur'*, The Lord ſhall have an Heriot upon every Alienation, in caſe of a Copyholder, as well as a Tenant at Common Law. If they ſhould not be multiplied, it would be in the Power of the Tenant to defraud the Lord by Alienation of Parcels; and in this Caſe the Alienor pays the Heriot, becauſe he continues Tenant; and upon every Alienation after, the Alienees, they ſhall pay it. *Palmer's Rep.* 342. Sir *Francis Young* againſt *Fox*, 1 *Keb.* 357.

Per Curiam: H. may ſeiſe either Heriot, Cuſtom or Service, any where; but one cannot diſtrain for them out of the Manor. *Paſ.* 5 *W. & M. B. R. Auſtin* v. *Bennet*, *Salk.* 356. *vid.* 1 *Show.* 81. *Holt.* 337.

If any Tenant, who holds of me by a Heriot, alien Parcel of the Land to another, each of them is charged to me for a Heriot, for this that it is intire; and

although the Tenant purchaſe the Land again, yet if I have had Seiſin of the Heriot by the other Man, I ſhall have of him for each Portion a Heriot. *Hil.* 34 *E.* 3. *Fitzh. Heriot* 1.

What Statutes extend to Copyhold Lands.

COpyhold Lands are within the Words and Intention of the Statute 4 *Hen.* 7. 24. of Fines with Proclamation, and five Years Non-claim, and ſhall be barred; as a Leſſee for Years and his Leſſor ſhall be barred, ſo the Copyholder and his Lord: But if a Copyholder by Aſſent and Covin to bar the Lord of his Inheritance, makes a Feoffment, and levies a Fine with Proclamations, ſuch Fine ſhall not bar the Lord, no more than it ſhall the Leſſor, if it be levied by Leſſee. 3 *Rep. fol.* 77. *Fermor's* Caſe.

But a Fine ſhall not be a Bar to the Copyhold Eſtate in Remainder for Life, for it is not turned to a Right: The Eſtate is given by Cuſtom, and is to have his Beginning after the Death of the firſt Tenant; and if the firſt Tenant commit a Forfeiture, he in Remainder cannot enter.

Copyhold is not within the Statute of 32 *H.* 8. of Entries for Conditions broken; but Aſſignee of Copyhold is within the Statute to have Action of Covenant. 1 *Keb.* 356. *Baker's* Caſe.

Action of Debt doth not lie for Arrears of Copyhold Rents, but only of Rents of Free Land; and Statute 32 *H.* 8. extends not to them. *Yelv.* 135.

Copyhold is grantable for three Lives: A Copyhold is not within the Statute of Limitations. Debt for the Fine of a Copyholder is not within the Statute of Limitations.

When an Act of Parliament altereth the Service, Cuſtom, Tenure and Intereſt of the Land, or other Thing, in Prejudice of the Lord or Tenant, there the general Words of ſuch an Act ſhall not extend to Copyholds; as *Stat. W.* 2. *cap.* 29. which gives *Elegit*, Gilb Ten. 185. Sav. 67. Rol. Abr. 888. Cro. Car. 44. Hardr. 433.

O. Beal. 163. 3 Co. 9. 6 Vin Abr. 169. pl. 4. 3 Read. Stat. Law 123. 2 Inſt. 396. Co. compl. Copyhold 149. ante 16. Supplem. to Co. compl. Copyhold.

Elegit, extends not to Copyhold Lands, becauſe it would be prejudicial to the Lord, and a Breach of the Cuſtom, that any Stranger ſhould have *Intereſt* there, without Admittance and Allowance of the Lord.

Copyholds are liable to the Statute of Recuſants, 13 *El. cap.* 4. and the King ſhall have the Profits of the Lands only, but no Eſtate; and ſuch Eſtate doth not make a Tenant to the Lord: And though the King hath the Copyhold Land, yet the Lord ſhall have the Rent during the Poſſeſſion of the King. 1 *Leon. p.* 98.

Statute 27 *H.* 8. 10. of *Uſes*, toucheth not Copyhold Lands.

Statute 32 *H.* 8. *cap.* 28. which confirms Leaſes for Twenty-one Years made by Tenants in Tail, or by the Huſband and Wife of the Wife's Land, touches not Copyholds; for that Statute warrants only ſuch Leaſes of Land which are grantable by Deed: Such are not Copyhold Lands; though by the Lord's Licence they may be granted by Indenture, yet in their own Nature they are not demiſable by Copy.

Copyhold is within the Statute 32 *H.* 8. 9. of *Maintenance.*

Statute *Marton, cap.* 1. gives Damages to a Feme Covert upon a Recovery in a Writ of Dower, where the Baron died ſeiſed.

Statute 2 *W.* 3. extends to Copyholds, which gives a *Cui in Vita* upon a Diſcontinuance made by the Huſband; a Receipt to the Wife upon the Huſband's Refuſal to defend the Wife's Title; and a *Quod ei deforceat* to particular Tenants.

The Statute 32 *H.* 8. *cap.* 9. againſt *Champerty* and *Litigious Titles*, which gives an Entry in lieu of a *Cui in Vita*, extendeth to Copyholds.

34 *H.* 8. 5. of *Wills*, 31 *Eliz. cap.* 7. of *Cottages*, and 11 *H.* 7. *cap.* 19. of *Jointures*, extends not to Copyholds. Copyhold Lands are aſſured to the Wife for her Jointure, and ſhe aliens them, it's no Forfeiture within the Statute.

A Co-

A Copyholder in Fee makes a Mortgage thereof, and ſurrenders to the Uſe of the Mortgagee, afterwards he ſurrenders to the Uſe of his Will, and deviſes the Equity of Redemption in Fee; the Maſter of the Rolls directed an Iſſue to try the Validity of the Will, and the Jury gave a Verdict againſt the Will, becauſe it was not atteſted by three Witneſſes. And on the Return of the *Poſtea*, the Maſter of the Rolls ſaid, that a Deviſe of a Copyhold was not within the Statute of Wills, and therefore in the Caſe of *Bodington & Bodington*, where a Copyhold was ſurrendered to the Uſe of the Will, though the Will was not atteſted by three Witneſſes, it was adjudged a good Appointment of the Uſes, and that the Copyhold paſſed by the Surrender; but where the Equity of Redemption of a Copyhold is deviſed, of which there can be no Surrender, it muſt be conſidered as a Deviſe of Lands, and if the Will is not atteſted by three Witneſſes, the Deviſe is void; and in this Caſe the ſecond Surrender made by the Mortgagor can be of no Avail, becauſe it was a void Surrender, and all the Eſtate being before out of him. *Andrews* v. *Tuckwell*, *Moſeley* 95. *Ca.* 60. *Sel. Caſ. in Chan.* 42. 2 *Will. Rep.* 268.

Deviſe of Copyhold is not within Statute of Wills, becauſe it paſſes by Surrender, but Deviſe of Equity of Redemption of a Copyhold is.

If a Man ſeiſed of Freehold Lands and of the legal Eſtate of *Copyhold* Lands makes a general Deviſe of all his Manors, Meſſuages, Lands, Tements, and Hereditaments, but makes no *Surrender of the Copyhold Lands to the Uſe of his Will*; the Copyhold Lands will not paſs. 2 *Burn's Eccleſ. Law* 551.

But Copyholds are within all the Statutes of Bankrupt.

By the Statute of 13 *El. cap.* 7. Copyhold Lands are to be ſold by Deed indented, and inrolled in any of his Majeſty's Courts of Record, (as other the Bankrupt's Lands); but then the Perſons to whom ſuch Sale is made, before Entry on the Lands, muſt agree and compound with the Lord of the Manor for the uſual and accuſtomed Fines; and at the next Court the Lord ſhall grant to ſuch Vendees the ſame Copy or Cuſtomary Lands by Copy of Court-Roll, for ſuch Eſtate or Intereſt as ſhall be to them ſold, and reſerving the ancient Rents, Cuſtoms and Services and admit them Tenants of the ſame, and receive their Fealty.

Where a Bargain and Sale is made by Commiſſioners of Bankrupts, the Eſtate of the Copyholder is veſted in the Bargainee before Admittance, though he may not enter and take the Profits until Admittance: The Bargain and Sale binds the Copyholder, and bars his Eſtate, and he is no Copyholder after the Bargain and Sale inrolled. And where Cuſtom is, that the Wife ſhall have her Widow's Eſtate after the Death of her Huſband, the Copyholder dying after the Bargain and Sale, his Wife ſhall be barred of her Widow's Eſtate. *Cro. Car.* 569. in *Parker* and *Bleke's* Caſe.

A Bankrupt purchaſeth a Copyhold, and the Tenant ſurrenders to the Uſe of the Bankrupt, who refuſes to be admitted: This may be ſold by the Commiſſioners, and the Vendee may be admitted.

As long as a Copyhold of Inheritance is in the Tenant's Hands, it is not liable to any Eſtate or Charge of the Lord, as Dower, Curteſy, Elegit, Statute, *&c.* But when it is in the Lord's Hands, it is liable. *Co.* 4. 22.

Actions brought by the Lord and Copyholder: With Pleadings, Evidence, Trial, Iſſue, &c.

THE Lord, upon Seiſure of Copyholder, may maintain Ejectment till the Heir comes to be admitted.

Copyholder doing and paying the Cuſtoms and Services, if he be ejected by his Lord, he ſhall have an Action of Treſpaſs againſt him. *Co. Lit.* 60. *b.* 61. *a.* 4 *Rep.* 22. *a.*

He ſhall have Treſpaſs againſt the Lord for breaking of his Houſe, or cutting of Trees; for the Copyholder hath a ſpecial Property therein, and the Lord only a general Property; and without the Trees the Copyholder hath no Means to repair his Houſe. 1 *Roll's Abr.* 108. *Stebbing* and *Goſnell*, 2 *Brownl.* 328. *Heydon* and *Smith.* See ante 435, 436.

A Man was Tenant by Copy of Court-Roll of Wood, and the Soil was excepted to the Lord; and yet the Copyholder maintained an Action of Treſpaſs againſt the Lord for cutting his Wood. *Moore*, *n.* 480.

If a Stranger cut a Tree, the Lord ſhall have one Action, and the Copyholder another; and each one ſhall recover Damages according to his Intereſt. *Leon.* 1. 272.

Copyholder dies, Lord admits a Stranger, the Heir may enter, and upon a Re-entry maintain Treſpaſs without Admittance. *Noy*, *p.* 172.

A Copyholder in the Eye of the Law is but Tenant at the Lord's Will; and if the Lord will not hold Court, he hath no Remedy to compel him but by Decree in Chancery. *Cro. Jac. p.* 368.

The Demandant, in a Plaint in Nature of a Real Action, recovereth Land erroneouſly; The Party grieved cannot have the King's Writ of Faux Judgment, in reſpect of the Baſeneſs of the Eſtate and Tenure, being in the Eye of the Law but a Tenant at Will, the Freehold being in another: But he ſhall have Petition to the Lord in Nature of a Writ of Faux Judgment, and therein aſſign Error according to Law. *Co. Lit.* 60. And if there be Cauſe, the Judgment may be reverſed.

Tenant by Copy ſhall not have Aſſiſe againſt his Lord, (as Tenant in Ancient Demeſne ſhall have) becauſe he hath no frank Tenement. 4 *Rep.* 21. But he ſhall be relieved in Equity. *Fetbill, p.* 108.

Leſſee of a Copyholder for one Year ſhall maintain *Ejectione Firmæ*; inaſmuch as his Term is warranted by the Law, by Force of the general Cuſtom: And it is but Reaſon, that if he be ejected, he ſhall have an *Ejectione Firmæ*; and it is a ſpeedy Courſe for a Copyholder to have Poſſeſſion of the Land againſt a Stranger.

It hath been ſaid, that an *Ejectione Firmæ* doth not lie of a Copyhold Eſtate, but it doth lie on a Leaſe made by a Copyholder, but not of a Demiſe made by the Lord by Copy of Court-Roll. *Cro. Eliz.* 224. *Cole* and *Wall*'s Caſe.

And although a Leaſe for Years be made without Licence from the Lord, yet the Leſſee may maintain an *Ejectione Firmæ*, becauſe he is Leſſee againſt all but the Lord; and the Leaſe is good between the Leſſor and Leſſee, and againſt all Strangers. *Hardr. Rep.* 330.

If a Copyholder had Common by Preſcription in the Waſte of the Lord, and the Lord ſtores the Waſte with Conies, every Copyholder may have an Action on the Caſe againſt the Lord, averring, that by this the Common is impaired. 1 *Roll's Abr.* 106. *Clayton* and *Harſey*.

A Commoner cannot maintain an Action of Treſpaſs againſt a Stranger, nor other, but the Owner of the Soil. 15 *H.* 7. 12. 12 *H.* 8. 2. Many

Many Copyholders preſcribe to have the Loppings and Toppings of Pollards; the Lord cuts them; every Copyholder may have his Action. *Hill.* 5 *Jac. Rot.* 1427. 2 *Brownl. p.* 146.

Action ſhall be brought in a Copyholder Lunatick's Name; for though the Cuſtody of the Land was granted to one by the Lord, yet no Intereſt was gained thereby, and the Lord hath not Power over the Lunatick's Lands without a Cuſtom. *Hobart, p.* 215, 216.

The Lord of a Manor is, and Fines for Admittances, and Copyhold Rents are Arrear, and then he ſells the Manor: He is without Remedy both in Law and Equity, for he hath deprived himſelf of the Remedy by his own Act, *viz.* the Vendition. 1 *Roll's Abr.* 374.

The Statutes 8 *H.* 6. and *R.* 2. of *Forcible Entry*, extend only to Freehold; and the Statute of *Jac.* 1. to Leaſes for Years and Copyholds.

Copyhold Lands are as the Demeſnes of the Manor, and are the Lord's Freehold, and therefore are not impleadable but in the Lord's Court. *Cro. Jac.* 559. *Pymmock* and *Hilder.*

If an erroneous Judgment be given in a Copyhold Court of a common Lord, in an Action in nature of a *Formedon*, a Bill may be exhibited in Chancery in nature of a Faux Judgment to reverſe this. *Patelhall's* Caſe in *Scac.* 1 *Roll's Abr.* 373. *Co. Lit. p.* 60. *a.*

Every Admittance of an Heir upon a Deſcent amounts in Law to a Grant; and after Admittance, the Heir may in Pleading alledge this as a Grant.

If one ſurrender to the Intent that the Lord ſhall grant it to another, and he admits him, it was adjudged good; yet he ought to plead it as a Grant. *Lit. Rep.* 175.

Tenant in Dower may grant a Copyhold in Reverſion, which ſhall be good, though not executed in the Life of Tenant in Dower; but then it muſt be pleaded as a Grant in Reverſion, and not as a Grant in Poſſeſſion.

None

None may intitle himſelf to any Copyhold, but he ought to ſhew a Grant thereof. *Forteſc. Rep.* 339.

When the Copyholder claims any Thing by Preſcription in the Soil of another, in Pleading he ought to preſcribe in the Name of the Lord; but if he claim any Thing in the Soil of the Lord within the Manor, then he ſhall plead the Cuſtom of the Manor. 4 *Rep.* 31. *Cooper's* Caſe.

Where Commoners claim all the Herbage, be their Eſtates what they will in Fee, or Life, or Years, Cuſtom hath annexed this ſole Feeding as a Profit apprender to their Eſtates: And this they claim by Cuſtom of the Manor, and not by Preſcription.

If a Man plead a Deſcent of Inheritance at Common Law, there the Defendant may plead a Feoffment made by the Anceſtor, and traverſe the not dying ſeiſed. *March, p.* 21.

The Avowant hath Election to traverſe any Part of the Plea, which goes to the End of the Action, or juſtifies the Action.

If the Plaintiff in his Rejoinder confeſſeth a particular Cuſtom, he ought to traverſe the general Cuſtom alledged by the Defendant.

If the Parties be at Iſſue upon the Time of the Surrender made, or the Court holden, the ſame ſhall not be tried by the Rolls of the Manor, but by the Country; and the Party may give in Evidence the Truth of the Matter, and ſhall not be bound by Miſentry of Time upon the Rolls: for this Entry is not Matter of Record. 1 *Leon.* 189. *Burgeſs* and *Foſter*.

The Copyholder moved the Court, That the Steward might be ordered to bring in the Court-Rolls to enable him to defend his Title; but the Court denied it. *Stile* 128.

By Conſent, the Jury had a Copy of Court-Roll given in Evidence by the Plaintiff. 1 *Keb.* 22.

If Copy of Court-Rolls are ſhewed to prove a Cuſtomary Eſtate, the Enjoyment of ſuch Eſtate muſt alſo be proved, otherwiſe the Proof is not good. *Stile, p.* 450.

Copy

Copy of Roll under the Steward's Hand, who was Counſel for the Lord, Plaintiff, was admitted good for the Copyholder; but *contra*, of ſhort Notes by way of Breviate. 1 *Keb.* 720.

Copy of a Leaſe which the Lord had in his Hands, whereby the Tenant had Power to make Leaſes, is good Evidence, without ſwearing it a true Copy: Alſo the Finding by ſpecial Verdict, or Admiſſion on former Pleading, is good Evidence, unleſs the contrary appear. 1 *Keb.* 720. *Lee* and *Boothby*.

The Lord may be admitted to give Evidence for the Leſſee or Copyholder, where there is no other. 1 *Keb.* 15. *Gerrard* and *Liſter*.

The Steward, tho' he had a Fee for Admittance, may be a Witneſs. 3 *Keb. Champion's* Caſe. 2 *Barnard. K. B.* 405.

Copyholds relieved in Chancery.

ALteration of a Cuſtom by Conſent of Lord and Tenants, allowed and decreed in *Chancery*. *Dyer* againſt *Dyer*, 10 *July* 44 *El.*

If any particular Copyholders complain in *Chancery* of the Grievouſneſs of a Fine, where the Fine is arbitrable at the Will of the Lord; if ſuch Fine be outragious, the Lord Chancellor will mitigate it: But if a whole Company of Copyholders exhibit a Bill, praying a Mitigation of their unreaſonable Fines, in this Caſe the Bill will be rejected. 24 *Novemb.* 44 *El.*

In the Caſe of *Popham* and *Lancaſter*, 12 *Car.* 1. the Court ſeeing there hath been a Variation of the Fines, and not certain, decreed, That one improved Year's Value is a moderate Fine between Lord and Tenant.

In the Caſe of *Ackland Pope* and my Lady *Wentworth* the Lord Chancellor ſaid, He would not relieve any Copyholder, who through wilful Forfeiture hath given Cauſe of Seizure to the Lord; for he ſaid, The Lord had as a good a Right to a Seizure for a Forfeiture, as a Copyholder to his Copyhold Eſtate; but a wilful Forfeiture he would not relieve, but for Negligence he might.

Com-

Commons for Copyholders, and Terminors, relieved in *Chancery*, *Tothill* 108. *Calcot* and *Lee*.

A Court of Equity ſhall compel a Lord to admit a Copyholder; for before Admittance he cannot have an Action, (upon Surrender) and he hath no Remedy at Common Law. *Hetley's Rep. p.* 2.

Where the Lord grants the Reverſion of the Copyhold, the Tenant cannot ſurrender, there being no *Dominus Servitiorum*, as the Cuſtom will warrant; and he cannot paſs his Eſtate any way but by Decree in *Chancery*; and this will bind the Perſon only. 4 *Rep. p.* 25.

A Copyhold deviſed without Surrender, it cannot be executed in Point of Intereſt, but only by Decree in *Chancery*. 2 *Keb.* 837. *Harriſon's* Caſe.

A Coyyhold granted at a Court kept out of the Manor confirmed againſt the Lord. *Tothill* 107. *Mark* againſt *Suliard*.

A Compoſition formerly made between Lord and Tenants, decreed to bind an Heir or Purchaſer. 9 *Cor. Sterling's* Caſe.

The Surrender of a Copyhold Eſtate by an Infant of Five Years old, allowed by this Court. *Naylor* againſt *Strode*, 2 *Ch. Rep.* 392.

A Copyholder of Inheritance took a Leaſe for Years of his Copyhold from the Lord of the Manor: The Lord ſold this Manor to *J. S.* who had Notice of this Copyhold of Inheritance; yet would not this Court relieve the Copyholder, his Leaſe being ended, for by Law his Copyhold Eſtate is determined. *Tracy* againſt *Noel*, *M.* 2 *Jac.*

Chancery will relieve againſt an Erroneous Judgment in a Copyhold Court, in a Formedon or the like, 1 *D. A.* 750. *p.* 2. though the King be Lord of the Manor, *Lane* 98. but not in the Caſe of a Common Recovery ſuffered upon a valuable Conſideration to confirm the Eſtate of a Purchaſer; for Equity ought rather to ſupply a Defect in ſuch Caſe. 1 *Vern.* 367. *Shower's P. C.* 67.

SUR-

SURVEYS

OF

Manors, Rentals, Stewards Accounts, *&c.*

Steward's

Steward's Account of PURCHASES.

Manors Names.	Tenants Names.	N° of Copies.	Dates of Copies.	Value per Ann.	Fines.	Alteration of Lives.
				l. s. d.	*l. s. d.*	
A ——	*T. G.*	150	2 *Octob.* 1730.	9 0 0	60 0 0	2 *and* 3 *L. ad.*
B ——	*R. J.*	151	1 *Octob.* 1730.	1 0 0	6 0 0	1 *L. ex.* 2 *L. ad.*
C ——	*T. H.*	152	1 *Octob.* 1730.	40 0 0	250 0 0	2 *and* 3 *L. ad.*
D ——	*G. H.*	153	1 *Octob.* 1730.	24 0 0	155 0 0	2 *and* 3 *L. ad.*
E ——	*J. F.*	154	1 *Octob.* 1730.	26 0 0	42 0 0	1 *L. exc.*
E ——	*C. M.*	155	1 *Octob.* 1730.	20 0 0	40 0 0	3 *L. ad.*
A ——	*J. S.*	156	21 *Apr.* 1731.	2 0 0	4 0 0	2 *L. exc.*
A ——	*A. B.*	157	21 *Apr.* 1731.	12 0 0	55 0 0	2 *L. ad.*
A ——	*E. L.*	158	21 *Apr.* 1731.	1 0 0	1 0 0	3 *L. ad.*
B ——	*J. F.*	159	21 *Apr.* 1734.	2 0 0	12 0 0	2, 3 *and* 4 *L. ad.*
C ——	*M. B.*	160	21 *Apr.* 1731.	2 0 0	15 0 0	1 *L. exc.* 2 *L. ad.*
D ——	*R. J.*	160	21 *Apr.* 1731.	12 0 0	50 0 0	2 *L. ad,*
&c.						
			Total Fines for Copies, *&c.*			
			Dates of Leases.			
F ——	*R. P.*	100	1 *Octob.* 1729.	1 0 0	2 0 0	3 *L. exc.*
G ——	*E. S.*	101	1 *Octob.* 1730.	2 0 0	7 0 0	2 *L. ad. after Wid. and Life.*
A ——	*B. C.*	102	21 *Apr.* 1731.	15 0 0	90 0 0	1 *L. ad.*
B ——	*E. H.*	103	21 *Apr.* 1731.	32 0 0	100 0 0	1 *L. ex.* 1 *L. ad.*
&c.						
			Total Fines for Leases, *&c.*			
			Total Fines for Copies, *&c.*			
			Total Fines for the Manors above, the Year ending, *&c.*			

Another

Another Account of PURCHASES.

25 Octob. 1740. *Copies and Leases then signed and sealed by* A. B. *Esq;*

Manors Names.	Nº of Copies.	COPIES.	Valne *per An.*	Fines.
A - - -	150	A Copy dated 1 *Octob.* 1740. whereby is granted to *T. G.* and *S. F.* for their own Lives, the Reversion of a Tenement and Lands there	*l. s. d.* 9 0 0	*l. s. d.* 60 0 0
2 & 3 L. ad.				
B. - - -	151	A Copy dated 1 *Octob.* 1740. whereby is granted to *R. J.* for his own Life, and the Lives of *M.* his Sister, and *L.* his Brother, a Cottage there	1 0 0	6 0 0
1 L. exc. 2 L. ad. &c.				
		LEASES.		
F. - - -	100	A Lease dated 1 *Octob.* 1740. whereby is granted to *R. P.* for his own Life, and the Lives of *J.* and *E.* his Brothers, a Cottage there - -	1 0 0	2 0 0
3 L. exc.				
G - - -	101	A Lease dated 1 *Octob.* 1740. whereby is granted to *E. S.* for the Life of *E.* her Daughter, a House and Garden there - - - - -	2 0 0	7 0 0
1 L. ad. after a Wid. & Life, &c.				

An Account of this Nature is proper to be given to the Lord by the Steward once a Year.

A Survey

25 Mar. 1740. *A* Survey *of the MANOR of* A. *belonging to* A. B. *Esq;*

	Lord's Rent.			Value *per Ann.*			Heriots.		
	l.	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*
C. D. for a Meſuage, *&c.* -	01	10	00	03	00	00	03	00	00
More for the Eſtate late, *&c.*	02	00	00	10	00	00	Of the beſt, or	13	04
More for *S. Cloſe*, - - - -	00	08	03	04	00	00	Of the beſt.		
E. F. for a Tenement and Lands called, *&c.*	00	10	00	11	00	00	04	00	00
G. H. for a Houſe and Garden,	00	08	00	12	00	00	02	00	00
J. K. for a Cotage, - - - -	00	01	00	01	10	00	00	01	00
L. M. for a Meſuage, - -	00	11	03	06	00	00	Of the beſt.		
N. O. for a Tenement, - -	00	10	03	10	00	00	00	00	00
P. S. for a Houſe, - - -	00	10	04	04	00	00	Of the beſt.		
R. L. for a Cotage, *&c.* - -	00	00	06	01	00	00	00	00	06
Tot. Lord's Rent - -	*&c.*			*&c.*					
The Demeſnes let to, *&c.* for - - - -				*&c.*					
The Woods in Hand valued at - - - -				*&c.*					
Total Value of the whole Manor is - -				*&c.*					

A Rental

A Rental *of the MANOR of* A. *belonging to* A. B. *Eſq; for One Year, ending the 25th of* March 1740.

	l.	*s.*	*d.*
C. D. for one Meſuage or Tenement, and ſeveral Lands belonging, lying at, *&c.* within the Manor aforeſaid, — — —	01	10	00
E. F. for one Meſuage, and thirty Acres of Land, Meadow and Paſture belonging, — —	01	05	00
G. H. for a Ground of Meadow called, *&c.* late *S. G.*'s, — — —	00	13	00
J. K. for one Tenement, *&c.* — —	00	10	00
&c.			

So ſet down every Tenant's Rent in the ſame Form, and bring it to a Sum Total at Bottom.

In caſe there be ſeveral Manors, begin the *Rental* thus:

A Rental *of the ſeveral Manors hereafter mentioned, for one Year, beginning the 25th of* March 1739. *and ending the 25th of* March 1740.

Manor of *A.* — — — — —	*&c.*
Manor of *B.* — — — — —	*&c.*
Manor of *C.* — — — — —	*&c.*
Manor of *D.* — — — — —	*&c.*
&c.	

Ex' by G. J.

A Survey of the MANOR of A. in the County of, &c. belonging to A. B. Esq;

		Value *per Ann.*
C. D. *and* A. *and* T. *his Sons.*	Tenant by Indenture of one Meſuage or Tenement, and five Acres of Meadow and Paſture, called, *&c.* late *B.*'s; Rent 8*s.* 3*d.* Heriot of the beſt, or 2*l.* 10*s.*	*l. s. d.* 10 00 00
A. K. A. *his Wife, and* W. *his Son.*	Tenant by Indenture of one Meſuage with the Appurtenances, in, *&c.* Rent, *&c.* Heriot 3*l.*	15 00 00
A. L. *for Lives of* J. L. *and* S. L. *his Sons, and* T. L. *of,* &c.	Tenant by Copy of Court-Roll of one Meſuage or Tenement, with the Appurtenances, called, *&c.* Rent 16*s.* Heriot 4*l.* 10*s.*	20 00 00
J. P. *and* A. P. *his Son.*	Tenant by Copy of Court-Roll of a Moiety of a Tenement, called, *&c.* containing, *&c.* Rent 7*s.* Heriot of the beſt.	11 00 00
D. W. *Widow.*	Tenant by Copy of Court-Roll of one Cloſe of Land, called, *&c.* containing by Eſtimation three Acres.	2 00 00
&c.		

And after this Manner make a Survey of every Manor ſeparate.

A Survey *of* ESTATES *lett at a Rack-Rent at* A. *belonging to* A. B. *Eſq;*

C. D.	Acres.	Value *per Annum.*
		l. *s.* *d.*
A. Farm-Houſe, Out-Houſes, Backſide, Orchard and Garden, — —	4	8 00 00
B. Mead, — — —	36	20 00 00
R. Ground, — — —	30	15 00 00
C. Leaſe, — — —	28	21 00 00
B. Mead, — — —	12	9 00 00
B. Arable, — — —	27	13 10 00
R. Arable, — — —	27	13 10 00
Total — — —	164	100 00 00

Let for ſeven Years, from the 25th of *March* 1740. Exception of Timber, to Mr. *B.* Rent one hundred Pounds a Year, payable at *Michaelmas* and *Lady-Day* Yearly, or within eight and twenty Days after, otherwiſe Mr. *B.* to enter, *&c. C. D.* to pay 5 *l.* *per* Acre *per Annum*, if he ploughs up any Meadow or Paſture Ground, and to keep and leave in Repair the Glaſs Windows, Gates, Stiles and Fences, and ſcour the Water-Courſes, and to employ all the Soil upon the Premiſſes in a Husband-like Manner, and to commit no Waſte. Mr. *B.* to put the Houſes, Gates, Stiles and Fences in Tenantable Repair, and to pay or deduct all Taxes, except the Window-Money, and to allow him three hundred of Faggots yearly for Firing, to be had and taken by Aſſignment. Covenant for Mr. *B.* to take the Eſtate into his own Hands, or *C. D.* to leave it at the End of three Years, giving Half a Year's Notice.

&c.

Theſe two laſt Surveys to be in ſmall Pocket-Books, with Parchment Covers, for Preſervation and more convenient Carriage in the Pocket when you go to keep Court, and to receive the Rents, *&c.* of the Tenants.

25 Mar. 1740. *A Survey of the MANOR of A. in the County of, &c. taken at a Court Baron held there the 25th of* March 1741.

Tenants Names.	What they hold.	Lives in Being.	Chief Rent.			Present Yearly Value.			Old Yearly Value.			Heriots.		
			l.	*s.*	*d*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*
C. D. ———	By Leaſe granted by, *&c.* Dated, *&c.* holds one Meſſuage or Tenement, and divers Lands thereto belonging, called, *&c.* And alſo by another Leaſe granted by, *&c.* Dated, *&c.* the ſaid *C. D.* purchaſed his own Life in Reverſion.	*S.* Wife of, *&c.* *E.* Wife of *C. D.* and the ſaid *C. D.*	01	10	00	26	00	00	30	00	00	05	00	00
E. F. ———	By Copy of Court-Roll granted by, *&c.* Dated, *&c.* holds one Tenement, with 40 Acres of Land, Meadow and Paſture belonging.	The ſaid *E. F.* and *M.* his Wife.	00	10	00	10	00	00	02	00	00	Beſt Goods.		
G. H. ———	By Copy of Court-Roll granted by, *&c.* bearing Date, *&c.* holds one Tenement with the Appurtenances.	The ſaid *G. H.*	02	00	00	36	00	00	50	00	00	03	00	00
Ditto *G. H.* --	By, *&c.*													

25 Mar. 1740. *A* Survey *of the* MANOR *and* LORDSHIP *of*, &c. *ſituate Six Miles Weſt from*, &c. *and from*, &c. *If to be ſold, worth* 8, 6, *and* 4 *Years Purchaſe, after One, Two and Three Lives by Copy*; 9, 7, *and* 5 *Years Purchaſe, after One, Two and Three Lives by Leaſe*; *and Twenty Years Purchaſe for the Lord's Rent and Lands in Hand.*

Tenants Names.	Ages.	Tenures.	What they hold.	Heriots. l. s. d.	Lord's Rent. l. s. d.	Value *per Annum*. l. s. d.	Worth to be ſold. l. s. d.
C. D. — —	60	Leaſe.	A Meſuage or Tenement, and ten Acres of Land, and Common of Paſture for 40 Sheep.	2 10 00	0 10 00	8 00 00	40 00 00
A. and *T.* — } his Sons.	38, 34						
The ſame *C. D.* and *J. D.* his Son.	60, 26	Copy.	One Tenement with Five Acres of Land, Meadow and Paſture, and Four Acres of Wood belonging.	Of the beſt, or 3 00 00	0 08 00	12 00 00	72 00 00
A. P. for Life —	16						
R. P. — —	14						
J. P. and —	12						
S. P. — —		Copy.	A Cottage, Garden, Orchard, and three Yards of Meadow.	Of the beſt.	0 07 03	4 00 00	16 00 00
J. F. Widow. —	62	Copy.	A Cottage in, *&c.*	Of the beſt.	0 01 00	1 00 00	08 00 00
&c.				Tot. Ld.'s Rent.	*&c.*		
Lands in Hand, *&c.*			The Demeſnes, or Farm, *&c.*			150 00 00	3000 00 00

25 Mar. 1740. *A Survey of several ESTATES belonging to* A. B. *Esq; which are lett at a Rack-Rent, and in Hand.*

Tenants Names.	Particular of Lands.	Acres.	Value *per Annum.*	At *A.* &c.	Abstracts of Leases.
A. L. — —	The House and Outhouses,		*l.* *s.* *d.*		Exception of Timber, &c. to Mr. *B.* To hold for seven Years, from *Lady Day* 1741. Rent 110 *l.* a Year, payable at *Michaelmas* and *Lady-Day* Yearly, or within Twenty-eight Days after; otherwise Mr. *B.* to enter, &c. *A. L.* to pay 5 *l. per* Acre *per Ann.* if he ploughs any Part of the Premisses except the little *P.* which he is allowed to sow for four Crops, provided such fourth Crop be sufficiently sown with Clover-Seed. Mr. *B.* to pay all Taxes, except the Window-Tax, and to repair the Premisses, except the Glass-Windows, Gates, Stiles, and Fences, which *A. L.* is to keep and leave in Repair. *A. L.* to hold the House and the Ground, &c. until the Third of *May* after the Term, &c.
	The *P.* Ground, ——	46			
	The little *P.* ——	15			
	The *H.* Ground, ——	48			
	W.'s, —— ——	17			
	S. Mead, —— ——	13			
	Upper *C.* Mead, ——	12			
	Lower *C.* Mead, ——	17			
	Total Number of Acres	168			
	Let for *per Annum*, ——	——	110 00 00		
	&c.				
	Lands in Hand at *A.* ——				
	&c.				
	All *A.* —— ——			At, &c.	
	C. D. &c. —— ——				
	&c.				

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