

If the Under Steward hold a Court within the Manor, and grants Copies by Court-Roll, without the Authority of the Lord or of the High Steward, the Grants are good. But contrary it is, if he do it out of Court, as it seemeth. And there it is a *Quere*, if the High Steward out of Court may grant Lands by Copy. But it is clearly holden, that he cannot admit a Copyholder upon a Surrender out of Court, without a special Authority from the Lord so to do.

A Deputy Steward may take a Surrender out of Court, if the Office be granted to the Steward and his sufficient Deputies, or to be exercised by him and his sufficient Deputies, as it was resolved 19 *Eliz.* in the Court of Common Pleas.

The Lord of a Manor may retain a Steward by Word, and such a Retainer shall be good until he be discharged, and such a Steward may take a Surrender out of Court, as it is holden in *Coke* 4 Part, in the *Lady Holcroft's Case*. And so was it resolved, *Trin.* 41 *Eliz.* in *Harris and Fay's Case* in B. R. But *Quere* of the first Point. For that *Trin.* 31 *Eliz.* in C. B. in *Blagrove and Wood's Case* the Opinion of the Justices was, That a Surrender to a Steward who was by Word only, out of Court, was not good.

In 17 *Eliz.* in C. B. it was said by *Dyer* and *Mounson*, That without a Prescription a Surrender of Copyhold Land could not be out of Court, nor an Admittance out of Court, neither to the Lord himself nor his Steward. But in divers Places it is used by Custom so to be. And then and thereupon the doing of Fealty, and the paying of the Lord's Fine, shall be presented by the Homage to be done at the next Court. And all these Things they said are to be done by the Custom. And in that Case it was said by the Lord *Dyer*, That a Surrender out of Court might be to the Lord himself, to go by the Way of Extinguishment.

A Copyholder in Fee did, according to the Custom of the Manor, surrender his Copyhold Lands into the Hands of two Tenants; but the Surrender was to the Use of *J. S.* to take effect immediately after his Death. In this Case it was resolved, That as unto the Surrender into the Hands of two Tenants, that might be good, although it was out of Court, by Custom. But because in that Case the Surrender was unto the Use of *J. S.* to take effect immediately after the Death of the Surrenderor, and a Freehold cannot begin *in futuro*, or at a Day to come, by the Common Law, and for that the Estates of Copyholders shall be directed according to the Rules of the Common Law; for that Cause only the Surrender was holden to be void.

But although a Surrender out of Court may be good into the Hands of Tenants of the Manor by Custom; yet until such Surrender be presented by them in the Court of the Lord of the Manor, the Estate of the Lands doth remain in the Surrenderor, and nothing passeth thereby.

A Copyholder in Fee did surrender into the Hands of two Tenants, according to the Custom, to the Use of *A.* and *B.* who thereupon entred into and upon the Lands, and paid the Rent to the Lord; but before any Court was kept for the Manor, the Tenants to whom the Surrender was made, as also the Copyholder the Surrenderor, all of them died, and thereupon the Heir of the Copyholder Surrenderor entred upon the said *A.* and *B.* and made a Lease for Years of the Lands, which Lease was warranted by the Custom. In that Case it was resolved, That the Lease for Years was well made, because that before such Time that the Presentment was made in Court of the Surrender, the Interest of the Copyholder did remain in the Surrenderor, and his Right descended unto and upon his Heir, and he might take and receive the Rents and Profits of the Lands; for that no Person can have a Copyhold, or a Copyhold Estate, but such a Person who comes into the same by the Custom of the Manor, *viz.* by Admittance of the Lord, which in this Case *A.* and *B.* did not do. But in that Case it was doubted by the Justices, but not resolved, Whether the Acceptance of the Rent by the Lord at the Hands of the said *A.* and *B.* did amount to an Admittance, or not.

There were two Jointenants in Fee of Lands which were holden by Copy. One of them, according to the Custom, surrendered into the Hands of two Tenants to the Use of his Last Will, and afterwards he made his Will, and thereby devised the Lands. In that Case it was holden by the Justices, That because the said Surrender was presented by the Tenants in the Court of the Lord, that the said Surrender should bind the Survivor; for that it shall have a Relation to the first Time of the Surrender. But if in that Case the Copyholder who made the Surrender had died before the same had been presented, then the Copyhold had survived to the surviving Jointenant.

Two Coparceners, Copyholders, were in Possession; the one did surrender her Reversion in the Moiety after her Decease. It was judged a void Surrender, because a Freehold could not commence *in futuro*, as well of Copyhold Lands as of Freehold Lands.

A Copyholder surrendered a Messuage and twenty Acres of Lands into the Hands of two Tenants out of Court, to the Use of *J. S.* and his Heirs, upon Condition, that if he paid *J. S.* 100 *l.* before such a Day, the Surrender to be void. Before the Day of Payment he surrendered one Acre, Parcel of the twenty Acres, unto *J. D.* and his Heirs, and afterwards he performed the Condition by paying the 100 *l.* and afterwards in Court he surrendered the said Messuage and twenty Acres of Lands into the Hands of the Steward, to the Use of *J. N.* and his Heirs. It was found by the Jurors that the first Surrender made to *J. S.* was never presented, but the

2 E. 6. Br. Te.
nant per Co-
pie 26.

19 Eliz. in C.B.

8 Eliz. Dyer 248.

Co. 4 part, Hol-

croft's Case.

Tr. 31 Eliz. C.B.

Blagrove and

Wood's Case,

Godb. 142.

M. 17 Eliz. in

C. B. and Dyer

and Mounson.

M. 14 Jac. B.R.

Froswell and

Wellshe's Case,

Bridgeman 52.

M. 9 Jac. Cro.

2 Part. Porter

Porter's Case.

P. 10 Jac. B.R.

Godb. 141.

M. 8 Jac. in B.R.

Cro. 3 part.

Burgoyne and

Spurling's

Case.