

Sec. 9. Of Forfeitures of Copyhold, and Copyhold Estate; and what Act or Things done by the Copyholder shall amount unto or be adjudged a Forfeiture of the Copyholder's Estate, what not.

THE general Grounds of Forfeitures of Copyholds, or of their Estates, are declared in the former Part of this Treatise, unto which I shall refer you. That which I shall now say, is but by Way of Amplification of those Grounds, with some Judgments and Authorities in several Cases upon sundry Differences. All Forfeitures may be reduced unto these Heads: Either voluntary Acts done to the Prejudice of the Lord, or negligent or wilful Refusal to do and pay his Duties and Services to the Lord, which by the Laws and Customs of the Manor he ought to do and perform.

Coke, 4 part, Murrel's Case.

A Copyholder makes a Lease either for Life or Years of his Copyhold Lands, which is not warranted by the Custom of the Manor: Now although such Lease shall be a good Lease as betwixt the Copyholder and his Lessee, and he shall not avoid his own Lease; yet as unto the Lord it is a Forfeiture of the Copyhold and of his Estate, and the Lord shall take Advantage of such Forfeiture, and may enter upon the Lands leased.

H. 37 Eliz. East and Harding's Case.

So if a Copyholder makes a Lease of his Copyhold for three Years by Word, to begin at Michaelmas, or at a Day to come; although it is a good Lease as betwixt the Parties to it, yet it is a Forfeiture of the Copyhold to the Lord; and so it was holden, *Hill. 37 Eliz. in East and Harding's Case.*

P. 10 Jac. in C. B. the Lady Mountague's Case, Cro. 2 part, act.

A Copyholder of a Manor made a Lease of his Freehold Lands for ten Years, and, to avoid a Forfeiture, made a Lease of his Copyhold Lands for one Year; but covenanted with his Lessee, that he should enjoy the Copyhold Lands *de anno in annum*, during the ten Years. It was the Opinion of the Justices in this Case, That because this Demise of the Copyholder was but only a Covenant on the Part of the Lessee, that he should hold it for a longer Time, that this was no Forfeiture, although the Lord pretended the same to be a Forfeiture.

M. 27 Eliz. in C. B. by Anderson, Moore 184.

The Lord licensed his Copyholder to make a Lease of his Copyhold Lands for twenty-one Years, to begin at Michaelmas following: The Copyholder by Indenture made a Lease accordingly; but afterwards, before Michaelmas, he made another Lease by Indenture to another Person, to begin at Michaelmas following. It was the Opinion of the Lord Anderson Chief Justice, *Mich. 27 Eliz. in C. B.* That the making of this second Lease, being without the Licence of the Lord, was a Forfeiture of his Copyhold.

Workidge and Banbury's Case, Cro. 2 part.

A Copyholder for Life hath Licence of the Lord to make a Lease for three Years, if he so long live, and he makes a Lease for three Years without such Limitation: It was holden to be no Forfeiture of his Estate in the Copyhold, because the Law makes such a Limitation to the Estate which he makes, that it shall continue but during his Life. But if he had been a Copyholder in Fee, it had been a Forfeiture of his Estate to have made such an absolute Lease, because he had done more than he was licensed to do by the Law. And so it was adjudged in *Hall and Arrowsmith's Case*, which see in *Popham's Rep. 185.*

M. 15 Jac. in B. R. M. 8 Jac. in B. R. Ward's Case.

If a Copyholder without Licence of the Lord doth erect a new House upon his Copyhold Lands, some Opinions hath been, That the same is a Forfeiture of his Estate. But I doubt much of that Case, because the Act done is for the Benefit and Advantage of the Lord, and not to his Prejudice. *Quare* of it.

Sec. 10. Where Denial or Refusal to pay his Rent, Fine, or to do his other Customs and Services, shall be a Forfeiture of his Copyhold and Copyhold Estate, and where not.

Hill. 33 Eliz. Crispe and Fryer's Case in Moore.

A Copyholder in Fee was seised of Land rendring Rent at Michaelmas and our Lady-day. The Lord at the last Instant of the Day of Payment demanded the Rent upon the Land, and the Copyholder was not there, nor any for him, to pay it. It was a Question, If his Non-payment of the Rent was a Forfeiture of his Copyhold, or not? And the better Opinion of the Court seemed to be, That it was a Forfeiture, because the Copyholder was to take peremptory Notice of the Day of Payment of his Rent, and his not being there seemed to imply that it was a voluntary Denial, or Refusal at the least, of doing the same. But *Quare* of it; for it was resolved in another Case, *Tr. 21 Jac. in C. B.* That Non-payment of Rent, or of the Fine upon Admittance to his Copyhold, was no Forfeiture of his Copyhold Estate, without there was some express verbal Denial of it, which there was not in this Case.

Tr. 21 Jac. in C. B.

M. 37 Eliz. B. R. Tavernor and Lord Cromwell's Case, Cro. 1 part.

A Copyholder seised by Force of several Copies of Black-acre by the Rent of 4 d. White-acre by the Rent of 4 d. and Green-acre by the Rent of 6 d. denied the Rent of Black-acre. In that Case it was holden to be a Forfeiture of that Acre, but no Forfeiture of the other two Acres, because although they were all in one Hand, yet because they were holden by several Rents, the Forfeiture of the one Acre cannot be the Forfeiture of the other two Acres.

Vide Co. 4 part. 28. in Sands's Case.

No Fine is either due or payable to the Lord, but either upon a Discent, or upon an Admittance. But if such a Copyholder upon his Admittance shall make an absolute Refusal to pay the Fine to the Lord, the same is a Forfeiture of his Copyhold and of his Estate. But there such a Fine must be reasonable. For if the Fine assessed by the Lord be an