

If Husband and Wife be Joint-Copyholders of the Purchase of the Husband; during the Coverture 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.

M. 5 Jac. in
Scaccario
Godb. 169.

The King being Lord of a Manor, a Copyholder within the Manor made a Lease of his Copyhold for three Lives; and the surviving Tenant for Life continued the Possession of Lands for forty Years. Though the making of such a Lease for three Lives was in Law a Forfeiture of the Copyhold; yet because it did not appear upon the Indorsement of the Deed that Livery was made, it was holden, That the King could not take Advantage of the Forfeiture.

If a Copyholder doth bargain and sell his Copyhold Lands by Deed indented and inrolled, it was resolved, The same was no Cause of Forfeiture of the Copyhold of which the Lord can take Advantage, because the Copyhold did not pass by the Deed: And so it was said it was adjudged in *London's Case*.

3 Eliz. Bul-
lock's Case.

So if a Copyholder for Life surrendreth to the Use of another in Fee, and besides that makes Livery of the Land; this is no Forfeiture of his Copyhold, because the Estate passeth by the Surrender, and not by the Livery.

1 Rot. 509.
1 part, 163.
Winch 62.

If a Copyholder for Life cuts down Timber Trees, it is a Forfeiture of his Copyhold: And so it was adjudged in *Belfield* and *Adams's Case*. But if a Copyholder makes a Lease for Years, and the Lessee cuts down Timber Trees, or commits other Waste upon the Copyhold Lands, 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.

Sec. 11.

Where the Act of the Lord, and what Act of his, shall dispense with a Forfeiture made by his Copyholder; where, and what not.

Pasch. 5 Jac.
Cro. 1 part,
Mantlie and
Willington's
Case.
P. 5 Eliz. Moor
49.

A Copyholder commits Waste, and after the Waste done, the Lord accepts of the Rent from the Hands of the Copyholder. *Quere*, If it shall bar him to enter for the Forfeiture? It is a *Quere* not resolved.

If Lands be demisable to two by Copy for Life successive, and the Custom of the Manor is, that they may not cut Trees: If the first of them cutteth down Trees, it is a Forfeiture both of the Estate of the present Tenant for Life, and of the Estate of the other in Remainder over.

If a Copyholder levies a Fine, makes a Feoffment, or suffers a Common Recovery, which destroys the Estate: In such Case no Acceptance of the Rent, nor Act done by the Lord, shall be available to make the Estate again good. But where the Custom of the Manor only is broken; as if the Copyholder makes a Lease of his Copyhold Lands for more Years than one Year, or denies to pay his Rent, or denies to be Sworn of the Homage, or commits Waste: There his Estate may be afterwards confirmed, and there and in such Case the Acceptance of the Rent by the Lord will amount to a Confirmation of the first Estate.

In some Cases, where an Estate of a Copyholder is forfeited by Law, yet by Custom and the Act of the Lord in his Court of the Manor, the Forfeiture may be mitigated, and the Land shall not be utterly forfeited or destroyed. As where the Custom is, That for Waste Copyhold shall be forfeited, a Custom for to amerce the Tenant for the Waste done, and to distrain for the Amercement, will be a good Custom to mitigate the Forfeiture of the Copyhold.

17 Car. in B.R.
Thorne and
Tyler's Case.

The Custom of the Manor where Copyhold Tenements were demisable for Lives was, That if any such Copyholder suffered his Messuage to be ruined for want of Repairing, or by committing of Waste, if the same was presented by the Homage, the Lord used to distrain the Cattle as well of the Copyholder himself as of his Under-Tenant levant and couchant upon the Lands, for the said Amercement. It was objected, That the Custom was not good, for that it was an unreasonable Custom, that the Under-Tenant should be punished for the Offence of the Copyholder, for the Under-Tenant is a Stranger to the Custom, and Customs should be taken strictly. But it was resolved that the Custom was good. For by the Law, the Suffering of the Copyhold Messuage to fall to ruin, or to be wasted, was a Forfeiture of the Copyhold, and the Custom did abridge and mitigate the Forfeiture, and the Under-Tenant for a Year was a Tenant to the Lord, and distrainable for the Rents and Services, and the Charge lies upon the Land, and not upon the Person; and therefore it was adjudged, That the Custom was good, and the Amercement lawful, and the Distress of the Cattle of the Under-Tenant levant upon the Land was lawful, all of them being by the Act of the Lord in his Court, and by the Custom of the Manor, in Mitigation of the Forfeiture of the Land, and so for the good of the Copyholder.

Sec. 12.

Whether Copyhold Lands be within the Statute of Westm. 2. and may be entailed, or not; and where and by what Acts the Issue in Tail may be barred; and shall be a Discontinuance of the Estate, what not.

Whether Copyhold Lands are within the Statute of Westm. 2. cap. 1. de Donis, &c. or may be entailed, hath been much controverted, and many Judgments and Resolutions have been on both Sides; and it seemeth to be a Point not fully agreed upon at this Day.