

Chap. VIII. Sect. 68.

Of Tenant at Will.

Tenant a volunt est ou terres ou tenements sont lesses per un home a un auter, a aver & tener a luy a la volunt le Lessor, per force de quel Lease le Lessee est en possession, en tel cas le lessee est appel tenant a volunt, pur ceo que il n'ad aucun certaine ne sure estate, car le Lessor luy poit ouster a quel temps que il luy pleroit: uncore si l'lessee emblea l' terre & le lessor apres le mbleer, & devant q' les blees sont matures luy ousta, uncore le lessee avera les blees, & avera frak entre, egress & regres a scier & de carier les blees, pur c' q' il ne scavoit a quel temps le lessor voloist entrer sur luy. Auterment est si tenant pur terme dans que conust le fine de son terme emblea la terre, & le terme est finy devant que les blees sont matures, en ceo cas le Lessor, ou celuy en la reversion

Tenant at Will is, where Lands or Tenements are let by one Man to another, to have and to hold to him at the Will of the Lessor, by Force of which Lease the Lessee is in Possession: In this Case the Lessee is called Tenant at Will, because he hath no certain nor sure Estate, for the Lessor may put him out at what Time it pleaseth him. Yet if the Lessee soweth the Land, and the Lessor, after it is sown, and before the Corn is ripe, put him out, yet the Lessee shall have the Corn, and shall have free Entry, Egress and Regress to cut and carry away the Corn, because he knew not at what Time the Lessor would enter upon him. Otherwise it is if Tenant for Years, which knoweth the End of his Term, doth sow the Land, and his Term endeth before the Corn is ripe; In this Case the Lessor, or he in

Tenant a volunt est, ou terres ou tenements sont lesses per un home a un auter, a aver & tener a luy a la volunt le lessor, &c.

It is regularly true, that every Lease at Will must in Law be at the Will of both Parties; and therefore when the Lease is made to have and to hold at the Will of the Lessor, the Law implieth it to be at the Will of the Lessee also; for it cannot be only at the Will of the Lessor, but it must be at the Will of the Lessee also. And so it is when the Lease is made, To have and to hold at the Will of the Lessee, this must be also at the Will of the Lessor; and so are all the Books, that seem prima facie to differ, clearly reconciled.

Pur ceo que il n'ad aucun certaine ou sure estate, &c. Alia possessio est precaria & alia pro prece concessa, ut si quis sine scripto concesserit alicui habitationem vel usufructum in re sua tenenda ad voluntatem suam, hæc quidem possessio precaria est & nuda, eo quod tempestive & intempestive pro voluntate Domini poterit revocari.

Uncore si le lessee emblea la terre, & le lessor apres le embleer, &c. The Reason of this is, for that the Estate of the Lessee is uncertain, and therefore lest the Ground should be unmanured, which should be hurtful to the Common-wealth, he shall

Sid. 1339. 18 H. 6. 1.
38 H. 6. 21. 9 E. 4. 1. b.
10 E. 4. 18. b. 21 H. 7. 38.
13 H. 8. 16. 14 H. 8. 11, 14.

Co. 85. a.