

shall reap the Crop which he sowed in Peace, albeit the Lessor doth determine his Will before it be ripe. And so it is if he set Roots, or sow Hemp or Flax, or any other annual Profit, if after the same

be planted, the Lessor oust the Lessee, or if the Lessee dieth, yet he or his Executors shall have that Year's Crop. But if he plant young Fruit-Trees, or young Oaks, Alhes, Elms, &c. or sow the Ground with Acorns, &c. there the Lessor may put him out notwithstanding, because they will yield no present annual Profit. And this is not only proper to a Lessee at

Will, that when the Lessor determines his Will, that the Lessee shall have the Corn sown, &c. but to every particular Tenant that hath an Estate uncertain, for that is the Reason which Littleton expresseth in these Words, (pur ceo que il nad ascun certain ou sure estate.)

And therefore if Tenant for Life soweth the Ground, and dieth, his Executors shall have the Corn, for that his Estate was uncertain, and determined by the Act of God. And the same Law is of the Lessee for Years of Tenant for Life. So if a Man be seised of Land in the Right of his Wife, and soweth the Ground, and he dieth, his Executors shall have the Corn; and if his Wife die before him, he shall have the Corn. But if Husband and Wife be Joint-tenants of the Land, and the Husband soweth the Ground, and the Land surdibeth to the Wife, it is said [a] that she shall have the Corn. If a Man be seised of Lands in Fee, and hath Issue a Daughter and dieth, his Wife being enfeint with a Son, the Daughter soweth the Ground, the Son is born, yet the Daughter shall [b] have the Corn, because her Estate was lawful, and defeated by the Act of God, and it is good for the Common-wealth that the Ground be sown. But if the Lessee at Will sow the Ground with Corn, &c. and after he himself determines his Will and refuseth to occupy the Ground, in that Case the Lessor shall have the Corn, because he loseth his Rent. And if a Woman that holdeth Land Durante viduitate sua soweth the Ground and taketh Husband the Lessor shall have the Emblements, because that the Determination of her own Estate grow by her own Act. But where the Estate of the Lessee being uncertain, is defeasible by a Right Paramount, or if the Lease determine by the Act of the Lessee as by Forfeiture, Condition, &c. [c] there he that hath the Right Paramount, or that entreteth for any Forfeiture, &c. shall have the Corn.

If a Disseisor sow the Ground and sever the Corn, and the Disseisor re-enter, [d] he shall have the Corn, because he entreteth by a former Title, and Severance or removing of the Corn altereth not the Case, for the Regress is a Continuation of the Freehold in him in Judgment of Law from the Beginning.

[e] If Tenant by Statute Merchant soweth the Ground, and then a sudden and casual Profit fallerth, by which he is satisfied, he shall have the Emblements.

¶ Le lessor luy puit ouster. There is an express ouster, and implied ouster; an express, as when the Lessor cometh upon the Land, and expressly forewarneth the Lessee to occupy the Ground no longer; an implied, as if the Lessor without the Consent of the Lessee enter into the Land, and cut down a Tree, this is a Determination of the Will, for that it should otherwise be a Wrong in him, unless the Trees were excepted, and then it is no Determination of the Will, for then the Act is lawful, albeit the Will doth continue. If a Man leaseth a Manor at Will whereunto a Common is appendant, if the Lessor put in his Beasts to use the Common, this is a Determination of the Will. The Lessor may by actual Entry into the Ground determine his Will in the Absence of the Lessee, but by Words spoken from the Ground the Will is not determined until the Lessee hath Notice. No more than the Discharge of a Factor, Attorney, or such like, in their Absence, is sufficient in Law until they have Notice thereof.

[g] If a Woman make a Lease at Will reserving a Rent, and she taketh Husband, this is no Countermand of the Lease at Will, but the Husband and Wife shall have an Action of Debt for the Rent; and so it is if a Lease be made to a Woman at Will reserving a Rent, and the Lessee taketh Husband; this is no Countermand of the Lease, but the Lessor may have an Action of Debt or distrain them for the Rent; so if the Husband and Wife make a Lease at Will of the Wife's Land, reserving a Rent, and the Husband die, yet the Lease continueth. In like Manner, if a Lease be made by two to two others at Will, and the one of the Lessors or of the Lessees die, the Lease at Will is not determined in neither of these Cases; which are necessary Points to be known. [18].

¶ Apres le mbleer, & devant que les blees sont matures. Then put the Case that the Corn is ripe and ready to cut down, and the Lessor before the Lessee reapeth it, enter and put out the Lessee, whether shall the Lessee have the Corn? And it is without all Question that the Lessee shall have it, for by the same Reason that he shall have it when he is put out before

advera les blees, pur ceo que le termor conuist le certainie de s terme quant & fine serroit finy.

the Reversion, shall have the Corn, because the Lessee knew the Certainty of his Term and when it would end.

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18 E. 4. 18.

1 Cro. 515.

Temps E. 1. br. 25.

10 E. 3. 29.

46 E. 3. 1.

7 H. 4. 17.

Lib. 5. fo. 116. Oland's

Case.

2 Inst. 81. 126.

5 Co. 85.

1 Cro. 515.

[a] 8 Aff. 21.

Dyer 316.

[b] 16 H. 6. 6.

[c] 33 E. 3. Tresp. F. 254.

42 E. 3. 25.

Dyer 31. 11 Co. 46. 51.

[d] 27 H. 6. 1. 37 H. 6. 6.

12 E. 4. 45. 14 E. 4. 6.

15 E. 4. 31. 2 H. 7. 1.

5 H. 7. 17. 12 H. 7. 25.

10 H. 4. 1. 28 H. 8. 32.

Dyer.

[e] 44 E. 3. 15.

Fleta, lib. 3. cap. 15.

[f] 35 H. 6. 24. 21 H. 6. 9.

1 E. 4. 5. 21 E. 4. 5.

P. Com. Parson de Ho-

nyland's Case.

14 E. 4. 6.

8 E. 4. 11, &c.

[g] Lib. 5. a. fo. 10.

Kenstead's Case.

10 Eliz. Dyer 262. b.