

2 E. 2. tit. Exting. 6.
26 H. 6. ibid. 7.

in this Case it were Reason that by the Purchase of the Lord Paramount his Seigniorie should be only extinct, and that he should become Tenant to the Mesne, and the Mesne to hold over as the Lord Paramount held. But that cannot be, for that one Man cannot be both Lord and Tenant, nor one Land immediately holden of divers Lords.

If the Tenant infeof the Lord Paramount and his Wife, and their Heirs, in this Case the Mesnalty is but suspended; for if the Wife survive, both Mesnalty and Seigniorie are revived.

Dyer 10. a.

It is said, That if there be Lord, Mesne and Tenant, each of them by Fealty and Sixpence, the Lord confirms the Estate of the Tenant to hold of him by Fealty and Three-pence, that the Mesnalty is extinct. [a] And so

[a] 4 E. 3. 19.
See for this hereafter in the Chapter of Confirmation, Sect. 538.

in the same Case, if the Tenant be an Abbot, and the Lord confirm his Estate to hold of him in Frankalmoin, the Mesnalty is extinct. [b] So it is, if the Lord release to the Tenant; for whether the Lord purchase the Tenancy, or the Tenant the Seigniorie, the Mesnalty is extinct.

[b] 8 H. 6. 24.

And albeit the Mesne grant the Mesnalty for Life, and then the Lord release to the Tenant, both the Reversion and Estate for Life are drowned. [c] So if there be Lord and Tenant, and the Tenant make a Gift in Tail, the Remainder to the King, the Seigniorie is extinct.

Post 280. a.
[c] 4 & 5 P. & M.
Dyer 154.
2 Co. 92. b.
Vide Sect. 138, 139.

Que serra inconvenient. Here it appeareth, that Argumentum ab inconvenienti is forcible in Law, as hath been said before, and shall be often observed hereafter.

[d] 13 H. 4. 3. 40 Aff.
p. 27. 12 R. 2.
Vouch. 81.

[d] *Le ley voit plus tost suffer mischiese que inconvenience.* Lex citius tolerare vult privatum damnum, quam publicum malum. Here be two Maxims of the Common Law.

First, That no Man can hold one and the same Land immediately of two several Lords. Secondly, That one Man cannot of the same Land be both Lord and Tenant. And it is to be observed, that it is holden for an Inconvenience, that any of the Maxims of the Law should be broken, though a private Man suffer Loss: For that by infringing of a Maxim, not only a general Prejudice to many, but in the End a publick Uncertainty and Confusion to all, would follow. And the Rule of Law is regularly true, Res inter alios acta alteri nocere non debet. Et factum unius alteri nocere non debet: Which are true with this Exception, unless an Inconvenience should follow, as our Authoz here teacheth us.

de rii. s. si le Seigniorie paramount purchase le tenancie en fee, donques le service de le mesnaltie est extinct, pur ceo que quant le Seigniorie paramount ad le tenancie, il tient de son Seigniorie prochaine paramount a luy; & si doit tener ceo de luy que fuit mesne, donques il tiendra un mesme tenancie immediate de divers Seignioris per divers services, que serroit inconvenient, & la ley voit plus tost suffer un mischiese que un inconvenience; & pur ceo le Seigniorie del mesnaltie est extinct.

holdeth over by the Service of twelve pence, if the Lord Paramount purchase the Tenancy in Fee, then the Service of the Mesnalty is extinct, because that when the Lord Paramount hath the Tenancy, he holdeth of his Lord next Paramount to him; and if he should hold this of him which was Mesne, then he should hold the same Tenancy immediately of divers Lords by divers Services, which should be inconvenient, and the Law will sooner suffer a Mischiefe than an Inconvenience; and therefore the Seigniorie of the Mesnalty is extinct.

IL avera le iii. s. come Rent secke.

MES entant q le tenant te-

BUT inasmuch as the Tenant holds nu.t