

le jour assesse, &c. a le feoffor, ceo terra assets bone pur salvation de state de le second feoffee, pur ceo q le p^rim^r feoffee fuit privy a le condition, & issint le tender de ascun de eux deux est assets bone, &c.

Condition, and so the Tender of either of them two is good enough, &c.

standing his Feoffment pay the Money to the Feoffor, because he is Party and Privy to the Condition, and by his Tender may save the Estate of his Feoffee, which in all good Dealing he ought to do.

Feoffee after such Sale of the Land will tender the Money at the Day appointed, &c. to the Feoffor, this shall be good enough for the Safeguard of the Estate of the second Feoffee, because the first Feoffee was privy to the

Proclamation, as hath been said.

Tender le summe. Noy 74.

The Feoffee may tender the Money in Purles or Bags, without shewing or telling the same, for he doth that which he ought, viz. to bring the Money in Purles or Bags, which is the usual Manner to carry Money in, and then it is the Part of the Party, that is to receive it, to put it out and tell it. [56]

Le primer feoffee. Post 210. a.

Here it appeareth, that the first Feoffee may notwith-

Sect. 337.

Item si Feoffe-
int soit fait sur
condition, Que si le
Feoffor paya certain
summe d'argent al Fe-
offee, adonques bien
liroit al Feoffor, & a
ses heirs d'entrer: En
cest case si le Feoffor
devie devant le pay-
ment fait, & le heir
voile tender al Feoffee
les deniers, tiel ten-
der est voyd, pur ceo
que le temps deins
quel ceo doit estre fait
est passe, car quaut
le condition est, que
si le Feoffor paya les
deniers al Feoffee, &c.
ceo est tant a dire, que
si le Feoffor durant sa
vie paya les deniers
al Feoffee, &c. &
quant le Feoffor mo-
rust, donqs le temps

Also if a Feoffment
be made upon
Condition, That if the
Feoffor pay a certain
Sum of Money to the
Feoffee, then it shall
be lawful to the Feof-
for and his Heirs to
enter. In this Case if
the Feoffee die before
the Payment made,
and the Heir will ten-
der to the Feoffee the
Money, such Tender
is void, because the
Time within which
this ought to be done,
is past. For when the
Condition is, That if
the Feoffor pay the
Money to the Feoffee,
&c. this is as much as
to say, as if the Feoffor
during his Life pay the
Money to the Feoffee,
&c. and when the Feof-

This Diversity is plain
and evident, and a-
greeth with our [a] Books,
and yet somewhat shall be ob-
served hereupon: For here it
appeareth, That seeing no Time
is limited, the Law doth ap-
point the Time, and that is du-
ring the Life of the Feoffor;
wherein divers Diversities are
worthy the Observation.

First, Between this Case
that Littleton here putteth, of
the Condition of a Feoffment
in Fee, for the Payment of Mo-
ney where no Time is limited,
and the Condition of a Bond
for the Payment of a Sum of
Money where no Time is li-
mited: For in such a Condi-
tion of a Bond the Money is to
be paid presently, that is, in
convenient Time. And yet in
Case of a Condition of a Bond
there is a Diversity between
a Condition of an Obligation
which concerns the Doing of a
transitory Act without Limi-
tation of any Time, as Pay-
ment of Money, Delivery of
Charters, or the like; for
there the Condition is to be
performed presently, that is,
in convenient Time, and when
by the Condition of the Obli-
gation the Act that is to be
done

[a] 14 H. 7. 31. 15 H. 7. 1.
Post 219. a.
2 Cro. 70.

15 E. 4. 30. 21 E. 4. 38. b.
9 H. 7. 17. b. 10 H. 7. 15.
14 H. 8. 21. a. & 29. b.
3 Cro. 798.