

le feofans de le condition deffre per-
forme, cobient estre
fait sur la terē, &c. ni-
ent plus que si le con-
dition fuit que le Feof-
for ferra a tiel jour,
&c. un especial cor-
poral service al Feof-
fee, nient noimant
le lieu ou tiel corporal
service ferra fait, en
tiel cas le feoffor doit
faire tiel corporal ser-
vice al jour limitte al
feoffee en quecunque
lieu Dengleterre que
le feoffee est, sil voile
aver advantage de le
condition, &c. Ilint
il semble en l'auter
cas. Et il semble a
eur q il serroit plus
properment dit, que
lestate de la terre est
dependant sur la con-
dition, que adire, que
le condition est de-
pendant sur la ter-
re, &c. Sed quære,
&c.

said that the Condition is
depending upon the Land,
yet this proves not that
the making of the Con-
dition to be performed,
ought to be made upon
the Land, &c. no more
than if the Condition were
that the Feoffor at such a
Day shall do some special
corporal Service to the
Feoffee, not naming the
Place where such corporal
Service shall be done. In
this Case the Feoffor ought
to do such corporal Ser-
vice at the Day limited to
the Feoffee in what Place
soever of *England* that
the Feoffee be, if he will
have Advantage of the
Condition, &c. so it seem-
eth in the other Case.
And it seems to them, that
it shall be more properly
said that the Estate of the
Land is depending upon
the Condition, than to say
that the Condition is de-
pending upon the Land,
&c. *Sed quære, &c.*

said) that the Rent be
tendered upon the Land,
out of which it issueth.
But Homage, or any o-
ther special corporal Ser-
vice must be done to the
Person of the Lord, and
the Tenant ought by the
Law of Condemnence to
seek him to whom the
Service is to be done in
any Place within Eng-
land.

If a Man be bound to
pay twenty Pounds at any
Time during his Life,
at a Place certain, the
Obligor cannot tender
the Money at the Place
when he will, for then
the Oblige should be bound
to perpetual Attendance;
and therefore the Obligor
in respect of the Incer-
tainty of the Time, must
give the Oblige Notice,
that on such a Day at the
Place limited, he will
pay the Money, and then
the Oblige must attend
there to receive it: For if
the Obligor then and there
tender the Money, he shall
save the Penalty of the
Bond for ever.

The same Law it is if
a Man make a Feoffment
in Fee upon Condition, if
the Feoffor at any Time
during his Life pay to the
Feoffee twenty Pounds at
such a Place certain, that
then, &c. In this Case
the Feoffor must give No-
tice to the Feoffee when he will pay it; for without such Notice, as is
afore said, the Tender
will not be sufficient. But in both these Cases, if at any Time the Obligor
or Feoffor meet
the Oblige or Feoffee at the Place, he may tender the Money.

If A. be bound to B. with Condition that C. shall intress D. at such a Day, C. must give
Notice to D. thereof, and to request him to be on the Land at the Day to receive the Feoffment,
and in that Case he is bound to seek D. and give him Notice.

De tender, or Tendre, is a Word common both to the English and French, in
Latin, Offerre, and in that Sense, and with that Latin Word it is always used in the Com-
mon Law. Vide Sect. 514. the Tender of the Half Mark. And before Sect. 333, 334, 337.

27 E. 3. 34. 7 E. 4. 4.
21 E. 4. 17. 20 E.
Avowry 113. 45 E. 3. 9.
46 E. Barr. 216.

Mich. 22 & 23 Eliz. in
Bank le Roy, which I
my self heard and ob-
served. 19 Eliz. Dyer
354. Lib. 8. fol. 92. in
France's Case.
Cro. Jac. 9.

Ante 206. a. 210. b.

18 Eliz. Dyer 154.

2 Co. 59. 3 Co. 64.

8 Co. 92.

Post Sect. 353.

Hob. 51.

2 E. 4. 3 & 4.

9 Co. 77.