

king of the Statute, as here it appeareth. Secondly, They opened the true Sense and Meaning of the Statute. Thirdly, There Cases were brief, having at the most one Point at the Common Law, and another upon the Statute. Fourthly, plain and perspicuous, for then the Honour of the Reader was to excel others in Authorities, Arguments and Reasons, for Proof of his Opinion, and for Confutation of the Objections against it. Fifthly, They read to suppress subtle Inventions to creep out of the Statute. But now Readings having lost the said former Qualities, have lost also their former Authorities; for now the Cases are long, obscure and intricate, full of new Conceits, liker rather to Riddles than Lectures, which when they are opened, they vanish away like Smoke; and the Readers are like to Lapwings, who seem to be nearest their Nests when they are farthest from them, and all their Study is to find nice Evasions out of the Statute. By the Authority of Littleton, ancient Readings may be cited for Proof of the Law, but new Readings have not that Honour, for that they are so obscure and dark.

6 Co. 8. 6.

¶ *Le Statute de W. 2.* Which is the third Chapter.

¶ *Le remainder ouster en fee.* Here is to be observed, that although the Statute speaketh of a Reversion, [a] yet by the Authority of Littleton, a Remainder is within the Statute.

[a] 24 E. 3. 35. 28 E. 3. 36. 18 E. 2. Entry 74. 3 E. 2. Entry 7. 6 E. 3. 24. 7 E. 3. Entry 62. 15 E. 4. 15. Register 241.

See the Statute of 14 Eliz. cap. 8. which provideth fully for him in the Remainder.

¶ *Feint action.* Feint is a Participle of the French Word Feindre, which is to feign, or falsely pretend; so as a feint Action is a false Action.

[b] W. 2. cap. 5. Vide 14 E. 3. Formedon 31. 11 E. 3. Ibid. 31. 7 H. 7. 13.

¶ *Navoit aucun remedy devant le Statute.* [b] Here it appeareth by Littleton, That if a Man maketh a Lease for Life, the Remainder in Fee, and the Tenant for Life suffereth a Recovery by Default, that he in the Remainder should not have a Formedon, by the Common Law: For Littleton saith, That he had not any Remedy before the Statute. Neither is there any such Writ in that Case in the Register, albeit in some Books Mention is made of such a Writ.

de Westminster secōd, q̄ commence, In casu quo vir amiserit per defaultam tenementum quod fuit jus uxoris suæ, &c. q̄ a le Common Ley devant mesme l'estatute, si lease soit fait a un home pur terme de vie, le remainder ouster en Fee, & un estrange p̄ feint Action nist recover envers le Tenant a terme de vie per default, & puis le Tenant morust, celui en le remainder navoit aucun remedy devant le Statute, pur ceo que il navoit aucun possession del terre.

which begun thus: *In casu quo vir amiserit per defaultam tenementum quod fuit jus uxoris suæ, &c.* that at the Common Law before the said Statute, if a Lease were made to a Man for Term of Life, the Remainder over in Fee, and a Stranger by feigned Action recovered against the Tenant for Life by Default, and after the Tenant dieth, he in the Remainder had no Remedy before the Statute, because he had not any Possession of the Land.

38 E. 3. 3. Fit. Juris utrum 1.

Post 293. 2.

¶ *HERE a Disseisin gotten by Wrōng, and defeated by the Entry of him that Right hath, is sufficient to maintain a Writ of Right against the Recoveror in this Case; for albeit*

¶ *MES si celui en le remainder nist enter sur le Tenant a terme de vie, & luy disseisist, & apres*

¶ *BUT if he in the Remainder had entered upon the Tenant for Life, and disseised him, and after the Te-*