does Britton, pp. 162, 168; nor 37 H.6. 26: and it would seem improbable that Bracton or Britton, who is supposed to have died in 1268, could furnish any light on the construction of statutes passed in 1267 and 1278. But 7 H.7. 2 and 14 H.8. 12, support Coke's comment, and so does Fitzherbert Nat. Brev. 60, although he adds, a quære, see Littleton 14," but whether this is p. 14 or s. 14 is not clear, but s. 14 of Littleton does not appear to throw any light on the subject. Doctor and Student (Muchall's ed.) 107, 113, also supports the text.

But Littleton in effect lays it down that tenants at will were not within the Statute of Marlbridge. In s. 71 he says: "Also, if a house be leased at will the lessee is not bound to sustain or repair the house as tenant for term of years is tyed. But if tenant at will commit voluntary waste as in pulling down of houses or felling of trees, it is said that the lessor shall have an action of trespass for this against the lessee," and this, as Coke in his comment says, because the act amounted to a determination of the will. With this statement of the law agree *The Countess of Salop* v. *Crompton*, Cr. Eliz. 777, 784; *Panton* v. *Isham*, 3 Lev. 359, and *Gibson* v. *Wells*, 1 B. & P. 290.

In *The Countess of Salop* v. *Crompton*, a tenant at will was sued for having negligently permitted the demised premises to be burnt, and also for damages thereby occasioned to other premises of the plaintiff. The plaintiff recovered a verdict of £15 for damages to the demised premises and £80 for the damage to the other premises. "But all the Court held in this case that for the negligent burning, this nor any action lies; for he comes in by the act of the party, and it was folly that he did not provide for it." But Popham and Fenner, JJ. agreed that trespass would lie against a tenant at will for wilful destruction of the demised property to which, on the case being again mentioned (see p. 784), Gawdy and Clench, JJ., also agreed "because the privity of the lease is determined by this act done which his estate permits not," and it was said a lessee at will does not take "any charge upon him, but to occupy and pay his rent;" and it was also said, "none will affirm if a lessee at will