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R E P O R T S  
OF  
SIR GEORGE CROKE, KNIGHT,

OF  
S E L E C T C A S E S

ADJUDGED IN THE  
COURTS of KING'S-BENCH and COMMON-PLEAS,  
IN THE REIGNS OF  
QUEEN ELIZABETH, KING JAMES, and KING CHARLES I.  
IN THREE VOLUMES.

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VOLUME THE FIRST—PART THE SECOND,  
FROM THE  
THIRTY-EIGHTH YEAR TO THE END OF THE REIGN  
OF  
QUEEN ELIZABETH.

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*M. D.*

**R E P O R T S**  
OF  
**SIR GEORGE CROKE, KNIGHT,**  
FORMERLY ONE OF THE  
**J U S T I C E S**  
OF THE  
COURTS of KING'S-BENCH and COMMON-PLEAS,  
OF SUCH  
**S E L E C T C A S E S**  
AS WERE ADJUDGED IN THE SAID COURTS DURING THE  
**REIGN of QUEEN ELIZABETH.**

COLLECTED AND WRITTEN IN FRENCH,

By **H I M S E L F ;**

REVISED AND PUBLISHED IN ENGLISH

By **SIR HARBOTTLE GRIMSTON, BARONET,**  
MASTER OF THE ROLLS.

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THE FOURTH EDITION, CORRECTED,

WITH

**MARGINAL NOTES and REFERENCES to the LATER REPORTS;**  
AND OTHER BOOKS OF AUTHORITY,

By **THOMAS LEACH, Esq.**

OF THE MIDDLE TEMPLE, BARRISTER AT LAW

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L O N D O N :

PRINTED FOR E. AND R. BROOKE, BELL-YARD, TEMPLE-BAR ;  
AND T. WHIELDON, FLEET-STREET.

M,DCC,XC.

Tuke, Administrator of Rich. Tuke, *against* Cheek and Castrel.

CASE 20.

*Trinity Term, 44. Eliz. Roll 1445.*

**D**EBT for the arrearages of an annuity. The defendant pleaded a release of all actions before the day of payment.—And after oyer of the deed it was demurred thereupon: and held to be no plea, because a release cannot discharge a duty which was not then in being. Wherefore it was adjudged for the plaintiff.

A release of all actions shall not discharge the growing arrears of an annuity.

29. Hen. 6. 43. 1. Bullst. 178. Moor, 133. 2. Roll, Ab. 404. 2. Ld. Raym. 786. 2. Salk. 575, 576.

Co. Lit. 292. b.

Stebbs *against* Bennet.

CASE 21.

*Trinity Term, 44. Eliz. Roll 502.*

**R**EPLEVIN of the taking of his beasts in a place called S. in *Warminster*. The defendant avows the taking *damage feasant* in sixteen acres of pasture, and made title to those sixteen acres. The plaintiff saith, that the place where the taking was contains two acres of pasture only, and shews the buttals of those two acres, and made title unto them; and that the defendant *de injuriâ suâ propriâ* took the beasts there; *ABSQUE HOC* that he took the beasts in *prædicto loco vocato S. in Warminster*, containing sixteen acres, *prout, &c.*—It was thereupon demurred: and adjudged that the traverse was ill.

Pleading.

Co. Lit. 282. Ante, 705.

Field *against* James Winlow, *alias dictus* John Winlow.

CASE 22.

*Easter Term, 44. Eliz. Roll 718.*

**D**EBT. And counts, *quod cum prædictus Jacobus per nomen Johannis Winlow*, such a day and year *per quoddam scriptum suum obligatorium concessit, &c.* The defendant demanded oyer of the bond, whereby it appeared that the defendant, by the name of *John Winlow, fecit scriptum, &c.* And the condition was, if *James Winlow* paid, &c. Whereupon the defendant demurred, *quod breve prædict. et narratio minus sufficiens in lege existunt, &c.*—THE COURT held, that the action lay not; for *John* cannot be *James (a)*.

If John execute a deed in which he is named James, it is not bis deud.

3. Hen. 6. pl. 25.

34. Hen. 6. 19. b.

2. Roll. Ab. 21. 1. Salk. 6.

Dyer, 279. Owen, 48. Cro. Jac. 558. 640. 1. Lut. 519.

(a) But the plaintiff might have sued the defendant by the name of *John Winlow*; and if he had pleaded a misnomer, he might have replied the estoppel. *Lind v. Hook, Mod. Caf. 225. L. C. B. PARKER'S MSS.*

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