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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

At. Bnt.

ADJUDGED IN THE
COURTS of KING'S-BENCH and COMMON-PLEAS,

IN THE REIGNS OF
QUEEN ELIZABETH, KING JAMES, and KING CHARLES I.
IN ^{FOUR} ~~THREE~~ VOLUMES.

VOLUME THE FIRST—PART THE FIRST,
FROM THE
TWENTY-FOURTH TO THE THIRTY-EIGHTH YEAR
OF
QUEEN ELIZABETH.

R E P O R T S
O F
SIR GEORGE CROKE, KNIGHT,
FORMERLY ONE OF THE
J U S T I C E S
O F T H E
COURTS of KING'S-BENCH and COMMON-PLEAS,
O F S U C H
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.

THE FOURTH EDITION, CORRECTED,

W I T H
MARGINAL NOTES and REFERENCES to the LATER REPORTS,
AND OTHER BOOKS OF AUTHORITY,

By **THOMAS LEACH, Esq.**
OF THE MIDDLE TEMPLE, BARRISTER AT LAW.

L O N D O N :
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AND **T. WHIELDON, FLEET-STREET.**

M, DCC, XC.
1790.

Trinity Term,

36. Eliz. In the Queen's Bench.

Sir John Popham, *Knt. Chief Justice.*Sir Francis Gawdy, *Knt.*John Clench, *Esq.*Edward Fenner, *Esq.*Sir Edward Coke, *Knt. Attorney General.**Solicitor General.*} *Justices*

CASE 1.

Humble against Glover.

Hilary Term, 36. Eliz. Roll 420.

The bargainee of the reversion of a term cannot bring debt for rent against the lessee, after an assignment of the lease.

Post. 633. 635.

Poph. 55. 120.

Gouldf. 182.

Moor, 351.

Jones, 44.

Dougl. 183. 188.

DEBT upon a lease for years, made by *Tho. Play* to the defendant. And declares upon an assignment of the reversion by indenture of bargain and sale enrolled. The defendant pleads, that after the grant of the reversion, and before any rent arrear, he assigned over his term to — *Scotmead*, and doth not name his christian name; but a blank was left for it. Upon this plea it was demurred.

FIRST POINT. If the lessee shall be charged with the rent after the assignment of his term?—And resolved he should not. *Vide 3. Co. 23. b.* for there is no privity between the bargainee and lessee, but by reason of the privity of estate, which being gone, the lessee is not chargeable: but between the lessor and lessee he shall not discharge himself, by assigning over his term; for the privity is by reason of the contract and reservation, rather than by the occupation of the land; which by his own act he shall not discharge: but in this case the privity is destroyed.

A grant omitting the christian name of the grantee is void.

Ante, 57. 59.

Co. Lit. 3. a.

Cro. Jac. 538.

SECOND POINT. It was moved, that the plea is not good; for a grant to one not naming his christian name is void: for it is uncertain to whom the grant is, except the grant be to one who, by reason of his dignity or office, it is known there is no other of the same name; as "to *POPHAM, Chief Justice*," or "*GLANVILLE, serjeant*;" and yet in that case it must be averred that there are no more of that name: and if an obligation or grant be made to one, and his christian name is mistaken, the grant is void; so a grant made by him, *à fortiori*, where there is no christian name.—And of that opinion was ALL THE COURT, except *FENNER*, and that the plaintiff shall have judgment to recover: but no judgment was given, because the plea was discontinued.

CASE 2.

Brooke against Clarke.

Easter Term, 36. Eliz. Roll 397.

Slanderous words which affect a man's profession are actionable; and though a verdict is found generally where some of the counts

are for words not actionable, it shall be intended that the damages were on the good counts, except the words are laid at different times. Ante, 282. 1. Roll. Ab. 576. Cro. Car. 328. 1. Lev. 134. 10. Co. 130. Moor, 142. 1. Bullt. 37. 3. Bullt. 283. Cro. Car. 227. 328. March. 48. 1. Sid. 38. Winch. 33. Dougl. 377. 730.

ACTION for words. For that whereas *CLARENCEUX, king of arms*, had a patent of his office; and that he might grant commission to any to be his deputy, to visit in things concerning his office; and he by his commission did appoint the plaintiff to be his deputy in the counties of *Devon* and *Somerset*; and the plaintiff by virtue thereof did sit and enquire of matters concerning the office; the defendant, *framisserum non ignarus*, said of the

plaintiff,

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