

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 JAMES THE FIRST.

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 L<sup>AW</sup>.

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M,DCC,XCI,

1791

**FLEETWOOD**  
against  
CURLL.

1. Roll. Ab. 57.  
2. Saund, 307.  
Godb. 341.  
Hob. 269, 268.  
Hutley, 267.  
1. Lev. 280.  
Stra. 618, 696.  
1769.  
Ld. Ray. 1360.  
Salk. 694.  
4. Bac. Ab. 507.  
513, 514.

and was used with much confidence by the king; that the defendant, *premissorum non ignarus*, having speeches concerning him with one *Thomas Whorewood*, spake these words: "*Mr. Deceiver*" (*innuendo the plaintiff*) "hath deceived the king, and I have "him in question for it" (*innuendo a supposed material thing by him against the plaintiff*, "and I doubt not to prove it.")

The defendant pleaded not guilty; and found against him, and damages assessed to four hundred marks, and judgment given in the common pleas for the plaintiff.

A writ of error thereof was now brought and assigned, That these words (as they are alledged) are not actionable; for it is not alledged that there was any communication of him concerning his office, or his dealing in his office, or that *Whorewood* knew that he was receiver, or that the matter in question was any thing touching his office; and then it shall not be intended to concern him in his office, and so no loss or discredit to him thereby: and it may be intended, that he deceived him in purchasing of lands upon false considerations, or otherwise, and not in point of his office.

But ALL THE COURT held, that the action well lay, being spoken of him being an officer; and in that manner it shall be intended concerning his office. And for the first words, "*Mr. Deceiver*," it is an ironical allusion and nick-name to his office and place, and therefore the *innuendo* is well applied; and if such crafty evasions should be admitted, it would be an usual practice to slander without punishment: and when he said he had "deceived the "king," it is to be understood in his office, as in that wherein it is manifest he may deceive him, and not to take it upon foreign intendment; and it is good enough without any *innuendo*. Wherefore the judgment was affirmed.

CASE 4.

### Edmund Watkins against Oliver.

Easter Term, 15. Jac. 1. Roll 374.—In the Exchequer Chamber.

If *Edmund* execute a deed in which he is named *Edward*, he may plead that it is not his deed.

- Post. 640.  
Dyer, 279.  
Co. Lit. 3. a.  
5. Co. 43.  
Poph. 57.  
2. Bro. 48.  
1. Lev. 322.  
Cro. Eliz. 57.  
222. 897.  
Owen, 107.  
2. Bac. Ab. 652.  
in notis.  
3. Bac. Ab. 616.  
622, 623.  
Salk. 6.  
5. Bro. 107.

**ERROR** of a judgment in the king's bench. The error assigned was, For that the plaintiff declared in debt against *Edmund Watkins*, otherwise *Edward Watkins*, that he by the name of *Edmund* was bound in an obligation for the payment of one hundred pounds; and for non-payment the action was brought. The condition was, that if *Roger Watkins* paid fifty pounds to the plaintiff, at such a day, that then, &c.

The defendant pleaded payment by *Roger Watkins* at the day and place; and issue being taken thereupon, it was found for the plaintiff, and judgment given for him.

Error thereof was now brought, For that *Edward Watkins* is obliged, and *Edmund* is sued; which cannot be intended one and the same person: and no averment can help it; for one cannot have two christian names, and there cannot be any estoppel as this case is.—ALL THE JUSTICES AND BARONS were of that opinion. But if the condition had been, if *Edward Watkins* paid the fifty pounds, &c. and the issue had been, that the said *Edward Watkins* paid, and the verdict had found for the plaintiff, then the verdict should make it an estoppel; and the Court should be ascertained that they were one and the same person: but as it is here a stranger

stranger paying the sum which is so found, it cannot help the plaintiff. Wherefore for this cause the judgment was reversed. *1. Hen. 7. pl. 29.*

WATKIN  
against  
OLIVER.

Pymmock against Hilder.

CASE 5.

**EJECTMENT.** The defendant pleaded, that the land was *ancient demesne*, and pleadable by a writ of right-close, &c. The plaintiff shews that they were copyhold lands, parcel of the manor, and entitles himself by lease under the copyholder, and traverseth that they were impleadable by a writ of right-close. And it was thereupon demurred.

To "ancient demesne," the plaintiff may reply, "copyhold parcel of a manor."

**FIRST,** Because copyhold land parcel of a manor of *ancient demesne*, should be pleadable there, and not at the common law.

5. Co. 105. a. Raft. Ent. 53. Show. 271. 3. Lev. 405. Gilb. Ten. 309. 1. Ld. Ray. 43. 1. Salk. 186. 1. Com. Dig. 353.

**SECONDLY,** Because this traverse, that they were impleadable, is but the consequence of *ancient demesne*, and therefore not traversable.

Sed vide Barr. 1046.

*Sed non allocatur*: for it was resolved, that copyhold lands are as the *demesnes* of the manor, and are the lord's freehold, and therefore not impleadable but in the lord's court; and that the traverse was well enough taken. Wherefore it was adjudged for the plaintiff.

Porter against Bathurst.

CASE 6.

**PROHIBITION.** Upon a special verdict the issue was, Whether an abbey held such lands discharged *tempore dissolutionis*, &c.

ABBAY LANDS discharged of tithes as being parcel of the *demesnes* of the *Cistercians*, shall be discharged of tithes in the hands of the grantee of the crown, although at the time the abbey was dissolved they were in lease for years, and the lessee paid tithes.

It was found, that the abbey was of the order of the *Cistercians*, who held them discharged of tithes *dum propriis manibus excolebant*, and that those lands were parcel of the *demesnes*; but in lease for years at the time of the dissolution (a), and for certain years before; and now the years were determined.

The question was, Whether the owner should hold them discharged in *suis propriis manibus*?

AND IT WAS ADJUDGED that he should: for although the farmer paid tithes at the time of dissolution, yet *quoad* the abbot, the inheritance was discharged of tithes; and the king, or his patentee, shall have and hold it discharged, as the abbot held it for the inheritance. Wherefore, without argument on the defendant's part, none being there to defend it, it was adjudged for the plaintiff.

Rep. 142. Hard. 174. 190. Pollex. 1. 11. 2. Co. 48. a. 11. Co. 14. b. Dyer, 277. 3. Com. Dig. 84. 5. Bac. Ab. 89. Bunn. 122.

(a) See 31. Hen. 8. c. 13.

In the case of *Lord v. Turk*, Bunn. 122. this question is said to have received a contrary decision; but in *Bennison v. Smith*, Easter Term, 2. Geo. 3. it was held to be too inaccurately reported to be relied on; and in the case of *Cowley v. Keys* in the

exchequer, which came on at Serjeant's-Inn 28th February 1787, and in which the like point occurred, LORD CHIEF BARON ERSKINE recognized and approved of the above case of *Porter v. Bathurst*.

Lea against Luthell.

CASE 7.

Trinity Term, 16. Jac. 1. Roll 1367.

**DEBT** upon an obligation of three hundred pounds, conditioned to perform the covenants in an indenture of the same date. THE FIRST covenant was, That he should marry *Susan*, daughter to *Lea*, or if it be a matter of record, performance must be specially pleaded.

If an act required by a covenant be to be done by a stranger to the Co. Lit. 303.

2. Roll. Rep. 159.

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