

doit estre pay, donqs bien iirroit al Lessor d'entrer, &c. p force d quel lease le Plaintiff fuit seise en son demesne come de franktenement, & que puis apres le rent fuit adere a tiel Feast, &c. p que le Lessor entra en le terre sur le possession le Lessee & pseroit le discretion de les Justices, si ceo soit un disseisin fait al Plaintiff ou neim, donque pur ceo que appiert a les Justices, que ceo fuit nul disseisin fait al Plaintiff, entant que lentry de le Lessor fuit congeable sur luy; les Justices doyent doner judgment q le Plaintiff ne prendra riens per son brieve d'assise. Et issint en tiel cas le Lessor serra aide, & uncore nul escripture unques fuit fait del condition. Car sibien que les Jurors poyent aver conusance de le lease, auy bien ils poyent aver conusance de le condition que fuit declare & rehearse sur le leas.

it ought to be paid, then it should be lawful for the Lessor to enter, &c. by Force of which Lease the Plaintiff was seised in his Demesne as of Freehold, and that afterwards the Rent was behind at such a Feast, &c. by which the Lessor entred into the Land upon the Possession of the Lessee, and pray'd the Discretion of the Justices, if this be a Disseisin done to the Plaintiff or not. That for that it appeareth to the Justices that this was no Disseisin to the Plaintiff, insomuch as the Entry of the Lessor was congeable on him; the Justices ought to give Judgment that the Plaintiff shall not take any Thing by his Writ of Assise. And so in such Case the Lessor shall be aided, and yet no Writing was ever made of the Condition. For as well as the Jurors may have Conusance of the Lease, they also as well may have Conusance of the Condition which was declared and rehearsed upon the Lease.

judge according to the special Matter; for albeit the Estoppels regularly must be pleaded and relied upon by an apt Conclusion, and the Jury is sworn ad veritatem dicendam, yet when they find veritatem facti, they pursue well their Oath, and the Court ought to adjudge according to Law. [c] So may the Jury find a Warranty being given in Evidence, though it be not pleaded, because it bindeth the Right, unless it be in a writ of Right, when the Writ is joined upon the meer Right.

found in Pleas of the Crown, 6 Co. 46. b. or criminal Causes that concern Life or Member.

A Verdict finding Matter uncertainly or ambiguously is insufficient, and no Judgment shall be given thereupon; as if an Executor plead Pleinment administrare, and Issue is joined thereupon, and the Jury find that the Defendant hath Goods within his Hands to be administered, but find not to what Value, this is uncertain, and therefore insufficient.

A Verdict that finds Part of the Issue, and finding nothing for the Residue, this is insufficient for the whole, because they have not tried the whole Issue wherewith they are charged. As if an Information of Intrusion be brought against one for intruding into a Messuage, and 100 Acres of Land, upon the general Issue the Jury find against the Defendant for the Land, but say nothing for the House, this is insufficient for the whole, and so was it twice adjudged. [a] But if the Jury give a Verdict of the whole Issue, and of more, &c. that which is more is Surplusage, and shall not stay Judgment, for Utile per inutile non vitiatur, but necessary Incidents required by Law, the Jury may find.

If the Matter and Substance of the Issue be found, it is sufficient, as Littleton himself saith hereafter.

Estoppels which bind the Interest of the Land, as the taking of a Lease of a Man's own Land by Deed indented, and the like, being specially found by the Jury, the Court ought to

regularly must be pleaded and veritatem dicendam, yet when the Court ought to adjudge according to Law, though it be not pleaded, because it bindeth the Right, unless it be in a writ of Right, when the Writ is joined upon the meer Right.

[a] After

2 Cro. 113, 114, 653.
40 E. 3. 13. 20 E. 3.
Amendment 57. 18 E. 3.
49. in Cessavit. 30 E. 3.
23. 7 H. 4. 39.

17 E. 3. 47. 18 E. 3. 28.
22 E. 3. 1. 18 E. 3. 56.
15 E. 3. Judgments 58.
2 H. 5. 3. 7 H. 6. 5.
Cro. Jac. 31.
10 Co. 119.
Hob. 64. 6 Co. 47.
Ante 114. b.
10 Co. 97. b. Hob. 207.

[a] Hill. 25 Eliz. in a Writ of Error between Brace and the Queen in the Exchequer Chamber, Mich. 28 & 29 Eliz. inter Gomerfal & Gomerfal in Account in the King's Bench. 4 God. 55.
[b] 32 E. 3. Cessavit. 25. 17 E. 3. 6. 18 Aff. 2. 35 Aff. 8. Post 282.

[c] 1 H. 4. 6. b. 27 H. 8. 22. b. Pl. Com. 515. Lib. 4. fo. 53. Rawlins's Case & ib. Ple. dol's Case. Hill. 31 Eliz. between Sutton and Dicons in the Common Place, the Case of the Lease for Years by Deed indented. 34 E. 3. Droit 29. Post 283. a. 303. b.