incapable the whole Day of Sepr 14th - Dep.t told the Servants, his master had signed a Paper, but knew not what he did; Dep.t did not know what Paper Decd signed, as it was not read - Decd made no Reply when WB said, "you deliver this as your act & Deed - Dep.t declared he Wd not have attested the paper, if he had thought it was a Codicil, because the Decd was not capable

Arnold Langley. Surgeon. Decds disorder encreased from July to his death - E.G. was of a violent turbulent disposition, so that Decd for a year before his death, was afraid of acting contrary to her Inclination (to 11 Jnt) was at Decds house 2 Days before his Death, when he was carried & sat in his Chair at Table, called for what he wanted

examined on Stevens & Allon.....

Francis Bridges his acquaintainee with Decd, began a few Days after the date of the Codicil, wch he knows because Mr Mc Kenzie informed him, the Decd had made such Cod.l & that he attested it

Mr Mckenzie Decd said he had left too much to Rd Barwell E.G. never attempted to keep Decd in Custody: hey every body used to see him - Decd told Dep.t he was obliged to him for mentioning E.G. to him, for she had been a faithfull Servant & had taken great Care of him ever since his Wife died -

Sir Wm Stephenson sent to know how Decd did & wished he wd allow him to wait upon him, Decd sent word, he was very poorly, but as it was the ..... he shd be glad to see him when Sir Wm talked to him about releasing Jus: Batemans Debt of 200£. Decd replyd he wd not take a Shilling, that she had trifled with him; as it was not paid he had ordred his Cozen R.B. to send her word, if it was not paid, he wd sue her for it: Sr Wm as he cd not prevail to have her Note delivered up requested Decd to give an Order, for the Interest of 200£ standing in their names as Trustees for Jus: Bateman, in Old S.t Sea Anr: wch he read to y.e Decd at his request, who well understood it, by reason, he set his name thereto in Deponents Presence -

Susanna Bateman. her Husband Nath.l Bateman had borrowd 200£ of Decd; that Sir Wm S. either told Decd he ought, or desired him to deliver up the Note, or to sign a Note for the Interest Decd answerd, that I will with all my heart, for I know it is what is right.

Francis Williams. one of the Money Porters to the Exchequer. For the last 12 Months of his Life, Decd always did his duty, as one of the Deputy Tellers - used to sign all Bills for Money rec.d in the said Office, save that he grew so weak in Body that he cd not go up into the Rooms, but signed the Bills at the Exchequer Coffee house: Dep.t remembers, one day, soon after Oct.r 16. 1762. he carried a Debenture to Decd in his Coach in Bridges Street, who took a Pen from him & signed it as he used to do, knowing what he did - The Money was rec.d on the same Debenture & the Record remains in the Office

Ralph Challin. Carpenter. had a slight knowledge of Decd for about 27 Years; he gave directions about repairing some Houses Decd had in Esher the latter end of Oct.r 1762. Dea gave him Orders to repair the Palsing about his Park at Esher, & again talked about repairing sd Houses, but then told Dep.t as the Tenants did not pay the Rent well, he thought he shd not live long to enjoy it, he wd not therefore lay out much Money on that Estate

Then the Will & Codicil were read as follow

Will 30 Sep.r 1758

E. Griffin 2000£ 1 Month after my death - All the Freehold Estate at Esher to my Nephew Major Bateman, recovered of Ld Hal: & bought of the D. of Newcastle £ 40£ to my Servant Cath.e Poole - 4 years Wages to D.o of Newcastle £ 40£ to my Servant who has lived a year with me - my Watch & 10£ every Servant who has lived a year with me - my Plate, Linnen, China, &c, Coach horses &c except to Hindley - E.G. the Plate, Linnen, China, &c, Coach horses &c except to Hindley - E.G. the Residue of my Brother Jn S. ..... House in Orange Str: Red Lyon Square - Rd Barwell all the Residue Wm Price Jn Bambridge

Codicil 22 May. 1761...

all the Bequest to Major Nath.l Bateman, he being dead since the Will, I give the whole to Rd Barwell -

Dr Wynne..

The Exors have refused to propound the Codicil of the 14th of Sep.r 1762 it appears by the Will Mrs E.G. is a Legatee, it confirms the Assignment of a House in Town before made to her - these Bequests shew she was much in y.e Decds good Graces, the Grounds whereof he declares, is the Care she took of him during a great number of years; it is not unnatural to suppose, as his Infirmities increased, her attention shd increase his Regard, especially when he had no near Relations with him, as the Will & Codicil testify - he gives the Lands he had purchased to Rd Barwell. Wm B. was equally related to him, the presumption is that he had a regard for WB. to whom he had left nothing in his Will, nay it is in Evidence Decd had a Regard for & frequently visited him this in Evidence, Decd declared he had done too much for Rd B. & was displeased at the Eagerness RB. expressd to get possession. He gives in the 2d Codicil 1000£ to E.G. & 1000£ to J.S.B. So Sensible does RB. seem of the Injury done him in this Codicil, that he has given a Plea, stating Decds regard for him, that he entrusted him with the Care of all his Affairs, a year before his death was quite superannuated & under the Influence of a Boisterous old Woman, that the Codicil was imposed upon him - This is the Picture RB. desires to exhibit to the Public, of his Relation, Friend, & Benefactor; It is no wonder, a Person so ungratefull to his Friend, shd misrepresent every Act of Assiduity used by his own Brother, & the small portions left to him & E.G. as the Effect of Imposition - The principal Evidence in Testamentary Cases, is Instructions, & declarations corresponding & conformable thereto; it is of such weight as to supply every defect where it is fully established; where Witnesses differ as to the signing & presence, it is presumed they dont remember; but when there is Evidence of Instructions, it shuts that Presumption; when Witnesses give defective Accounts of Capacity; as if the Party was asleep or inattentive, the Presumption wd then be that he was incapable, but this vanishes on his declaring the Substance of the Dispositions - Supposing an Execution of a Will & the Witt come, depose agt the Capacity of the Decd in recenti facto, declared fully, that was his last Will, it wd operate agt the Depons of y.e Mr Mckenzie says Decd told him, he cd not do what he was bound by Will he wd do it by Codicil, he wd do something for WB. & his family: perhaps he thought, making a new Will of Lands, might take up time, he meant to benefit WB & to give his Godson J.S.B. 1000£ - The Objection to Mr WB. will vanish from the frankness of his Conduct, conscious he had done nothing wrong; it is plain he knew the Contents of the Will, whereby RB. was benefitted. WB. says Decd bid him make a Codicil just after his Sons Birth & put his Son in the Entail; that it slept till Sep.r following when Decd talked of it again. WB. asked what had been done; how he wd dispose of his Estate? Decd cut him short, with some warmth, bid him write a Codicil & therein give his Son J.S.B. 1000£ & he wd sign it - If the Ct believes this Conversation, it will be sufficient proof of the Testators Sanity - there is no doubt