found it not the Will of the Decd, & on appeal their Lps were of that opinion, for want of proof, that the Instructions came from the Decd: in such case, (Mr Colvill ye Decd being of a very doubtfull Capacity,) Instructions were carried by the Apothecary to an Attorney of character, but not him usually employd by the Decd as from Mr Colvill, the Draft was prepared, carried back by ye Apothecary to the Decd, to whom the Attorney Mr Baldwin, believed it was shewn by sd Apothecary, who carried it back to the Attorney, & gave him directions, as from Mr Colvill, to lay it before Counsell; an eminent Civilian, Common Lawyer settled it, unacquainted with ye Decds singular Situation, as to Sanity, or the Influence Martha Lander had over him, or from whom the Instructions moved, or wh.r ye Decd had ever seen the Instructions; the Attorney believes the same was again shewn to the Decd, & was returned to be engrossed; he accordingly engroped 3 parts, & on the Day of the Date attended ye Decd with them, & read over one of the Engrossments himself, whilst the Decd & the Apothecary looked on the other 2, the Decd immediately executed the 3 parts — There, the Will was duly executed, the Decd must be supposed to know the Contents, by reason of the reading over; he thereby recognized the Instructions, but because they were not proved to have come from him, but rather from Martha Lander, the Will was set aside on the footing of Incapacity & undue Influence — I submit to you, Sir, that ye present Case is much stronger — Mr Eyres Expresion in Nov.r on carrying ye Sat tomy Client, must make this Will appear in a more unfavorable light; Mr Eyres Evidence is not impeached, therefore it must be taken to be true — the Decd wd talk even to her Coachmaker of her Affairs — it is natural to conclude, if she knew what she had been doing, a Woman of her communicative disposition wd have dropt some hint of her having made such a Will as this: if there is sufficient Evidence that she was not a free Agent, that she was a very weak woman, that it is inconsistent with her declarations, &c. it cd arise only from Imposition, undue Influence, therefore I hope you will be of Opinion to pronounce agt the Will —

Dr Burrell . . . With respect to this Will of Mrs G. if we can prove the Incapacity & Custody, it at once ceases to be her Will, & it will follow, that some body else made it for her (By ye history of Mr Paris related) Mrs G. design was to benefit his Neice exclusive of her Husband; if the Decd chose to try Country Air for the Recovery of her health, it is very extraordinary she shd not provide herself with a lodging — There is a manifest Contradiction between the Depons of the Ws they destroy each other, by deposeing to what are in themselves Inconsistencies; how cd Decd be afraid of being confined in a madhouse by her daur, & yet offer to live with her any where but in Surry Street? Both assertions cant be true; if she was afraid, she cd not offer: if she offered, she cd not believe the Suggestion inculcated by W. C. & their Agents — the Ws who depose to Eyres Expresions, must have mistaken them — The Decds Expresion in respect to Woods Family, shews, she thought herself beset, & considered them as so many Spies; She did not, at first, intend to stay at P. G. near so long, as she did; her Daur left her; the House was made as inconvenient as possible to the Daur, to oblige her to remove, when she was gone, they had Mrs G. entirely in their own power & made good use of the Opportunity to insinuate themselves into her good graces, & alienate her affections from her daur; C. said he wd not suffer any Messages to be delivered wch came from Surry Street; the reason is obvious, because he was afraid of a Reconciliation, it was their Interest to continue the Breach between Decd & her daur — Who was C. what right had he to lay such a Prohibition on the Communication between Decd & her Daur.e G. instead of being the first to acquaint Mrs S. with her



mothers Illness, does all he can to conceal the dangerous Condition she was in, took all possible Precautions to keep it from coming to Mrs S's knowledge — Instructions were carried by Wood for drawing this Will, to an entire Stranger to Mrs G. to a Person who was totally unacquainted with the Circumstances of y family & the Decds Age: there was nothing before him to ascertain the Instructions coming from Decd — The present Case is as similar to Mr Colvills as any Cases can be; Mr Colvills Connections with his Relations, Friends & Acquaintance, were artfully broke by a Designing Person; the Servants were directed not to admit any of his family, yet he had sometimes an Opportunity of seing them, especially his Nephew, he testifyd & declared a great fondness for him, saying, "he was his Heir." In the present Case, there was the same Prohibition to the Servants, to admit Mrs Strode, there are declarations by Decd of her Regard for her, & the Note enclosed in y Penknife Case is a strong Evidence of the Continuance of it — The Instructions in writing for Colvills Will were carried by the Apothecary, an indifferent Person; the Instructions for Mrs G.s Will, by W. the very Person intended to be benefitted: the Attorneys employd, were in neither Case usually consulted in the Affairs of the Testators — It appears not in either Case, who wrote the Instructions, or by whose Orders they were carried to the Drawer of y Will — in Colvills, Baldwin prepared a Draft of the Will, from the Instructions he received, & delivered it to Draper the Apothecary, who he believes shewd it to Colvill & some time after brought it back to Baldwin, who laid it before Counsell, after wch he believes it was again shewn to Colvill, & returned to him to be engrossed — Sparke prepared a draft of y Will now in question, from the Instructions he received from Wood, to whom he delivered it, he brought him directions for making Alterations, & thereupon he made a draft of a Codicil & gave it to W. to carry to the Decd; some time after it was returned, with directions to engross it thrice over; On y Day of the Date, he went by Woods Appointment, to his House in Dean Street Soho, to meet the Decd & to assist at the Execution, when he, Decd & B. Wood proceeded previously to examine the 3 Copies, wch she executed in the presence of Sparkes, Forstage & Pearson, y Subscribing Ws & Mrs & Mrs Wood, Sparke says in answer to 33d Interrog.: "That he received Instructions from Wood, ten times, wch he dictated from a written paper, of whose writing, he knows not." I must observe Sparke says Wood applyd to him about the middle of may, & y Will is not executed till 5th of June; he prepared the Codicil on W.s 2d Application, the Date of wch is supplied & written at once, tho, a Blank appears to have been left for the Day & Month in the Will — In both Cases there is a variation in the Evidence, as to y Execution Baldwin a Subscribing W.s to Colvills, swears, that M.r Lander & Draper were present at y Execution, & that 2 Duplicates were executed at y same time; but Talbot & Emmett the other subscribing Ws swore, they did not recollect any other Persons present at y Execution, besides the subscribing Ws or that any Duplicates were executed at the same time, neither is any mention made of a Duplicate, in y Will, wch is usual, when any Duplicate is executed — Here Forstage thinks, he did not hear y Will Cod.s read over to y Test.x Pearson says they were not read over to the Testatrix — Sparke says they were present — In Mrs Goughs no Duplicate is mentioned; Colvills Will was set aside, there being no Proof offered to shew, he gave any Instructions for drawing that pretended Will, or that he ever saw or read it, before it was engrossed — No Proof is offerd that the Instructions proceeded from, or were given by Mrs Gough, for