Boggydallon. Art.s. Pleads that Nch Moore died a Batchelor, without Parent leaving Williams Moore, Susanna, Mary, Jane, & Eliz.h Wife of Geo Snook his natural & lawfull Brothers & Sisters & only next of Kin. That Deed at Gillingham Nov.r 1762. made his Will, bequeathd several Legacies to his Brothers, Sisters & appointed Eliz: Snook sole Ex.x Art: 2. That Deed returnd to London about October 1764, a few days after went to see Morgan Sangar, & complained he was not well; S. said it was adviseable for him to make a Will; Deed said he had, that it was in the Hands of Mrs Mathews at Gillingham - Art: 3. That On Friday March 5.th Jn.o Burford called on Deed & found him so very ill, he took no Notice of what Burford said to him - The other Articles pleads the total Incapacity of Deed on March 5th. & the Confederacy of Noble Brewood & Jennings - Burfords Depon.t to 3.d Art: says in the same Breath, Deed appeared angry with him, for not having called on him the Day before, & yet that he was not sensible who he was, we apprehend we have fully proved the Execution, & that the Character & Credibility of our Wits are not affected

Dr Collyer... It will appear Nich.s Moore made his Will in Nov.r 1762, after giving several Legacies, appointed my Client Eliz: Snook Ex.x & resid: Leg.y: he deposited in the hands of Mrs Mathews: the Will is setup by Mrs Noble dated March 5. 1765, this is in officious, we must controvert it on each of the making & manner in which it was obtained, we say it was imposed on him fraudulently, that it is not signed or executed, & is in favor of a Stranger in Blood, & must cancel another made in favor of all his Relations they in the Condidit speak to a Capacity & Intention, but it will be made clear he had not - Mrs Sangar comes in between the Instructions & making, Henry Jennings is the Drawer of it - They send to an Attorney to come, & the Instance of Mrs Noble, to make a Mans Will, the Master being unable to come, sends his Clerk; Mrs Lambe whom the Testator lodged not being satisfied, sends for another Man to see the Transaction; he made the Will between 11 & 12 at night, & Deed the next Morning about 5 o'clock, I never saw a Cause where Fraud & Imposition was so clearly proved, since I have attended the Court.

Dr Wynne... The Case stated before (I come in here) From the Evidence throughout no mention is made by the Deed of any such Relations, as they have pleaded, except a Sister Elizabeth - The Witnesses depose to Deed having great affection for Sam.l Noble, at whose House he used to lodge, & expressd Concern that he cd not be accomodated there, & they depose also to Declarations of Deed that he wd benefit Noble - The Opponent has not attempted to prove any Affection between Deed & the Sister in the Country, it dont appear he knew wh.r she was living. The Acquaintance with Noble subsisted whilst he was at Lambes, he said he missed the House he used to be at. All the Persons concerned, save the Parson were very illiterate & indelicate; the Ct will consider who the Parties are touch this Transaction relates; the Deed was questioned by Jennings why he wd give any thing to his Sister, if she was alive, impatient at being so questioned, he replyed, only to Sam.l Noble, whose Interest he considered as his own; this Account of Jennings is confirmed by the other Witnesses; when Jennings began to read it over, the Deed interrupted him, bid him leave out the Preamble. Eliz. Noble says, as far as she remembers, the Will was read over to the Deed - The Will is said not to have been signed by the Testator & that the Statute of Frauds directs a Will disposing of Lands to be signed by the Testator himself, or some other Person in his Presence, at his Request; this is fully proved by 3 Wits who also prove the Instructions & Capacity of Deed from his Conversation; Jennings says, he desired them all to take Notice of the fact, that Deed desired another to sign for him, as he cd not write his Name, or make his Mark: The Man was of full Capacity, tho in a very bad State of Health; People often keep their Senses to the last - They have endeavoured to make out Incapacity & Imposition: It will be therefore necessary to compare the Evidence - Lambe speaks to the time Noble was there, Burford to a different time; wch tells the most probable they say there were Attempts to draw the Dispositions from Deed but he cd not give the Account; the Talking softly is not pretended to have been done with a View of concealing the Transaction from him. Pen, Ink was brought in by Sangar, who says, shall I make your Will, no, replyd the Deed the Writing & Execution wd take up very little time, (if the Deed was in

Such a Critical Situation, it is unlikely, that when an Affair of such Consequence was to be transacted, they wd loiter at an Alehouse; I hope you will think we have fully proved Instructions & Execution, & pronounce in favor of the Will..

Dr Collyer... where a Will is inofficious, the Law requires the strictest proof of the whole Transaction, especially where the Effects are given differently from what the Law wd point out; in this Case there is a Will in favor of the next of Blood, wch must be set aside (if this is pronounced for) to benefit Mr Noble who was only an acquaintance of the Deed, only 2 Witnesses speak to ..... Mrs Noble & a Sad Eater of theirs. Acquaintance are not on a par with next of Blood, Deed dont declare his Relations ever disobliged him - Let us consider the Evidence, Mr Lambe cd not think the Deed sensible, she thought it odd, so many Strangers shd surround him, & therefore desired Burford to come & see what they were doing, he came on purpose, so was probably very observant - Jennings deposes that he asked Deed if he was going to fabricate a Will for his Relations, who answerd No. No. if he is credible Deed intended to benefit Noble: Eliz: Noble hears all this discourse, & said Deed replied, it did not signify, this is very different, In Suspicious Circumstances Witnesses shd agree, but they differ as to Execution, Sealing, reading over, Publication & their resorting to a Public House to make the Will is very singular, was there no Table, and Room, at Deeds Lodgings, where they cd transact their Business, it wears a bad appearance

Dr Talbot... This Transaction has a very unfavorable Appearance, the Deed frequently recognized the former Will; Persons in his Station often tell of their Affairs, & are not easily induced to change their Resolutions - The Internal Evidence shd be compared with the Depons of the Wit Jennings was bred a Glazier, Plumber he had but lately been Clerk to an Attorney, therefore cd not be very conversant in that Business, he might be credited if he stood uncontradicted, but there is a great Difference between the Wit & Brecwood dont speak to that a Will signed by a Wit. if it is proved to have been signed by Directions dont think it will appear to the Satisfaction, to have ever been executed at all - as to Capacity the Witnesses differ extremely ....

Judge Dr Hay... This Case is attended with Difficulty, the Wits differ with respect to the Capacity of the Deed: it is to be lamented, that Wills are obtained in extremity: this, but tho he did it at the Importunity of others, yet if Deed had a Capacity when he did it, the Law cant set it aside. Burford says, several Persons were assembled at Deeds Lodgings, but is rather uncertain who they were; If Jennings & Brecwood swear true, the last Will must be supported, tho, to the Prejudice of a Sister, benefitted by a former Will: Jennings says he was applied to by one he did not know; he was a Stranger to the Parties & only came in Parrets Absence; ..... says Deed desired the Nobles might be sent for, & when they came said he had sent for them 4 Days before, tho, they had not heard of it: if Jennings says true he press'd Deed to dispose of his Effects in favor of his Relations, that he was angry, & said, he wd devise in favor of Noble; in the material Points his Depost is confirmed by Brecwood & Eliz. Noble. The Confusion arises from the difference in point of Time; the first time J. B. & B. were with Deed no mention is made of Zachariah Deering. Parrett went at 11 at night & found Deed incapable, & Deering says, he found a Person there, who they said was Jennings - May it not be presumed J. & B did not go, till after the Will was executed, & Deed had desired J. to set his Name. - Burford depons to Deed saying, only, how do you Mr Sangar.? & then forgot himself. J. & B. talk of their going to Deed at 9 & staying till ½ past 10. How came any Enquiry about the Money, (with taking Mrs Lambe was charged) unless it proceeded from the Deed for tho, J. questioned her, Deed must have acquainted him with the fact. no doubt the Money was the Motive[x] - The Transaction deposed to by J. is credible: B. admits the Account given by J. - How came it in the Will that Deed desired particularly to be buryd by the 2 Children of Noble; that is a Proof he was sensible - B. when press'd, dont speak to total Incapacity. Upon the whole I think myself obliged to establish the Will, but give no Costs. .....

[x] This is very material to establish the Capacity of the Deed.