advanced the Deed Money, or wd have engaged to discharge the debt due from Deed to her, Woodward wd have had no Concern in her affairs; thus all his Services to Deed, & her Preference of him to her own family are destroyd - It is clear, from hence, the Will was made on account of distress, not Affection: It is mor, material what Mr Hales says to Smt: that before the Will was made, W. used this expression "Oh madam, you shall never want, whilst I can take care of you". He adds indeed, there was no Imposition used; Hand ..... dont remember W. used this Expression: after the Will was made, W. gave her 2 Gs: wch he borrowd of Hand; I do not say, a Will made thro, necessity & distress, will be of no Effect: a constraint of that Sort simply considered, will not avoid, but it is highly unfavorable where so obtained, & when accompanyd with other Circumstances may operate towards annulling it - for a Man of Honor wd not take advantage of such Posture: I differ from the Council for the Extor, who has attempted to prove Disaffection on the Part of the Deed towards her Daur & Gs Children, & has failed therein as much as the nature of the Case will admit - The letter from Wm Sanders to the Deed, shews a Respect for the Old Lady; I wish her Letter to him had been produced; her Answer, wrote by Woodward wd have been very material - Even the Resentment wch the Ws depose, she shewd, was affectionate, as between such Parties; she testifies a Concern mixed with Tears & Reproaches for their neglecting to write to her; She testifies her Affection, by sending them Presents; the little Mite, of 5.3. sent by Sarah S. to Deed, is a strong Proof of Affection that subsisted between them. This therefore is as unfavorable a Case as cd come before the Ct. a Will so circumstanced must be liable to no Exception whatever; I do not say it wd be conclusive in itself, that the Test: did not know, what she was about to dispose of; but the Probability is, she was ignorant whether Sister left; I conceive it to be highly expedient & necessary, she shd know this, as she labord under such a pressure of Distress; It is clear W. has imposed on the Deed, & propagated such a Report, as will set aside this Will, viz. that Deed's Daur was gone thro, Worcester, in her way, to Dublin, without calling on her Mother: Wm Sanders deposes to Knapp saying W. told her so, & to W. owning at the Bull Mouth, he had said so, because he had heard it; the Report is thus traced up to W. whether he propagated only, or invented the Report, is immaterial, when there is any kind of deceit; in either Case he imposed on Deed: Gould speaks of a Declaration of Knapp, that Deed's Daur wd rue the Day when she went thro, Worcester without calling on her Mother: Hand to q Int: says, he heard Deed speak of her Daur, with resentment, for not taking notice of her for some time; I conceive this must have been the Consequence of some Discourse on that Topic: This brings it to the common Case of a captious Will, obtained on a false Suggestion, & on that Principle it ought to be set aside - The Report, if not framed by the Extor, was spread by him, & communicated to the Old Woman; Under the Circumstances of this Case, when I attend to the Age, Distress, & languishing Condition of the Deed, added to the false Information on which it was obtained, I think there are legal Grounds for me to pronounce agt this Will, & to decree Admon to the Daur as next of Kin, however I might have wished, I cd not have determined agt this Will, without legal grounds.

1769 April 21: Sentence confirmed with 200 Costs - - - -

NB. Costs were prayd, but not insisted on, otherwise, they must have been decreed. Cause Appealed -

Consistory 3 S.E.T.

Adderley No 118 James v Harden Grine

Dr Harris Dr Collyer

Q. Defamation Saying a Man's Woman, who is separated from her Husband by consent, is gone into a Country to lie in.

Dr Harris — I am Council for Mary Wife of Wm James, who has brought a suit of defamation agt Hester Harden, for saying in the latter end of the year 1766, that Mrs James was a whore, big with child, & gone into the Country to lye in; 5 Witnesses are examined, who say it was notorious that Mr & Mrs James were parted, & that she had no Commerce with her Husband -

Dr Collyer — The Words laid are not proved; the 5th Article of the Libel pleads that Mr & Mrs James were separated, & that Mrs Harden knew thereof; if the Libel had been opposed, you wd not have admitted this Part to proof, without exhibiting the Articles of Separation: this is the more necessary, for you will hear them contradicted by the Evidence; who say, they sometimes lived apart, sometimes together - there is but one Witness who mentions the word, Whore -

Dr Bettesworth Judge — This is a Case of some difficulty; the Libel charges the word Whore to be spoken by the Def: 5 Ws are examined, of whom, only one depones to that word; but defamation may be proved by strict Implication; it appears Mrs James, was a married Woman, who lived separate from her husband, which Harden knew; it is in Evidence she told one Person, Mrs James was gone into the Country to lye in, by wch that Ws supposed she meant to insinuate Mrs James was guilty of Adultery - I think upon the whole there is sufficient Evidence, to pronounce that the Plt has been defamed by the Defendant -

Prerogative 4 S.E.T.

Adderley No 119 Orts v Tapsell H. Stevens Jun:

Dr Harris & Wynne Dr Collyer

Q. is Mrs Tapsell Admx of Hubert Tapsell & Creditor as such, of Wargent Nicholson?
Q. is she as Admx of a Partner, in a matter of account entitled to pray Securities to justify? ....

Dr Collier — I am Council for Mrs Tapsell, Admx: of Hubert Tapsell, whilst living a Creditor of Wargent Nicholson, as such she entered a Caveat, agt any thing being done in his Effects, & being warned, she alledges herself to have a special Interest, therefore prays the Securities may justify: She establishes her Interest in this manner: 1732 Wargent Nicholson, Hubert Tapsell, Factors of the S. Sea Co at the Havannah, entered into Partnership, & Articles in Sept: 1732. expressing such Articles to commence in Nov: ..... & to continue for 6 Years, & during the continuance of the Assiento Co & that the Profits shd be allotted in the following proportions. 6/10 to Nicholson, 4/10 to Tapsell. this Partnership was carried on till 1737, when they quitted the Havannah, leaving considerable Debts outstanding, wch they cd not recover before their departure - 1761 Hubert Tapsell died having made his Will, & therein appointed his Bro: Jn Tapsell, & Wargent Nicholson Extors; Tapsell proved, & in Aug: 1762, Nicholson died intestate, without having taken Probate of Mr Tapsell's Will: in June 1763 Susan Tapsell became Admx: to H. T. decd: during this Interval, considerable Sums of money amounting to 9500 £ belonging to the Partnership, were remitted from the Havannah, of wch Sum, Susan Tapsell is entitled to 4/10 - We say that Bond being given in 20000 £ for the due Performance of the Trust reposed in the Extor, we have a right to the Securities justifying on Oath - they say it is matter of account between the Parties, therefore Mrs Tapsell cannot oblige the Security to justify, the Qu: will be, 1. wh: Mrs Tapsell is a Creditrix? Q. is she entitled, as Admx of a Partner, in a matter of Account between Nicholson & Tapsell, to pray the Securities to justify?

Dr Harris — Wargent Nicholson died intestate - March 1763 Admon was granted to his Widow, who having intermeddled, died, leaving some part thereof unadministred: Anna Maria Orts, is the Great Niece, next of Kin of W. N. Admon, as such, has been decreed to her; she has been sworn, entered into the usual Bond, prays Admon may issue under Seal; Stevens prays nothing for Jn Thomas, but exhibiting, as Proctor for Susannah Tapsel Spinster, depents, & alledges she was Admx: with the Will annexd,