Bishop appeared for Mrs Coxon under Protest; Jenner has brought in an Affidavit of Jn Coxon, wherein he says, in a very vague & equivocal manner, that he never consented or agreed to any Writing, whereby he did, or any Consideration release the said Legacy; But the Affidavit does admit, he has received some annual Payment, but qualifies that, by saying it was only 40£ p^r Annum; & by saying, that since the Libellant his Mother came to Scotland, to tempt him to sign a Release of the 3000£, & to take 100 Annuity in lieu of it — Mrs Coxon made likewise an Affidavit, & therein swears, that he has for 10 Years past received an Annuity of 150£, & also to his signing 3 Receipts for Monies in part thereof — We are now before the Court on these Affidavits, & in consequence of our Protestation, pray to be dismissed, as the Pltff has no Interest; we plead peremptorily to the Jurisdiction of the Court in judgeing of the Validity of the Deed, the Operation of which must be left to the Decision of the Courts at Common Law

The Act was read.

In Coxons Affidavit states, his Mothers threatening to go abroad with all the Effects &c

Mrs Coxon in her Affid^t swears to her Son being addicted to drinking, & cant account for his Affid^t otherwise than by his having drank away his Senses

Dr Marriot — We means to insinuate, that her tendering the 2^d Release to him, is sufficient Ground to induce the Court to think he did not execute the first — We appear in the only way we can, under Protest to the Jurisdiction of the Court, or praying Leave to plead the Release in Bar — It is an Objection primo limine; the Court cant enter into the Validity of the Release, or into the Matter of account between the Mother & Son; It has the same effect as if we appeared absolutely; for if we were so assigned, we could only plead the Release in Bar; I suppose I shall hear it insisted that the Court may determine on Incidentals, that must be where both Parties admit the Incidentals; as where a Mariner's Contract is sealed, admitted by both Parties; the Point before you, is, wh^r there is a Release, or not, the Validity of it, is not the Question — John Coxon's Conduct is very remarkable, to suffer the Space of 10 Yrs to elapse before he cited his Mother to an Inventory & account; his coming of Age was the proper time to have called for it; he has now no Right, having no Interest; She is sworn to give an Inventory & Acc^t when duly required, by Law; She cant be now said to be duly required when her Son has signed a Release; he admits in his Affid^t that he has received 40£ from his Mother yearly Mrs Jordan swears to his signing Receipts, for 3 Quarterly Payments, the very year after the Release was signed, amounting to £136. 1A. 0. This the proper Ground of a

Protest, on a Citation, that there is a Release, & there is nothing before you, to shew it was not duly executed —

Prerogative 1746. Williams & Roberts, Thos Roberts made a Will & appointed an Exor, who died in the Testators life time; Administration with the Will annexed, was granted to Shem Roberts, who paid Margaret & Robt Williams, the next of Kin, their distributive Shares, they executed a Release, but afterwards cited the Admor to an Inventory & Account, he pleaded the Release, & the Court dismissed him, on hearing the Petition

D^o 1764 — Hardwick & Grimston — Grimston was Administrator de Bonis non of Admiral Medley, with the Will annexed; he was cited by Grimston the Nephew to bring in the Will; he at first appeared absolutely, & then under Protest, alledgeing Hardwick had released 6 Years after Probate & 10 Years before the Commencement of the Suit, & therefore had no right to call for an Inventory & Account; he owned the Release, but said he was in Prison when he gave it; the Court did not dismiss the Protester, but assigned the Nephew to file his Bill, agt the Release within a limited time, (suspending Judgement till the Validity of the Release was determined in the Temporal Court — & to certify the Judge of this Ct, of the Decree in Equity —

Dr Harris — The Testator died in 1745, when his Son was only 9 years of age, to whom he bequeathed a considerable Legacy; the Widow & Trustee proved the Will; but how did they execute it? they invested no Sum in the Stocks; the Widow says, she continued in Trade successfully, but in 1752 she says the Effects were worth no more than 2000£. The Widow is bound by her Instrument, to give an Inventory & Account; the Son appears to have behaved in a very dutyfull manner, he applyd to her several times for an Inventory & Acc^t she put him off for 9 or 10 Years, during which he was contented with receiving 30 or 40£ to keep him from starving; Does this Delay prevent his Demanding it now? certainly no — If they christen these Papers Releases, it is said, the Court cant enquire into them; I know the Court can judge, & look into them to see if they are Releases or not

XX Chamberlain & Hewetson. Ld Raym: 73. Vide ap. fine — I do not quote this on account of the Case, but the Resolution viz. that the Jurisdiction of the Ecclesiastical Cts shall determine on the Validity of Lres Patent, Releases &c provided in such Collateral Matter, they do not deviate from the Rules of the Common Law —

1752 Millington & Sousby, Turbot was the Intestate; Admon was granted to the Widow; Millington, Turbots daughter, cited the Widow to bring in the Admon, & shew cause why it should not be revoked, she not being the Widow? The Widow answerd, the daur had given a Release, which was acknowledged; Sir Geo Lee did not regard the Release, said it was no Bar, because he was bound, by the Statute to grant Admon to the next of Kin whether there was a Release, or not; & added, if it had been only a Prayer for an Inventory & Account, he would not have regarded the Release —

Element^t Hedges — I will suppose the Releases, signed, as they appear, what are the Circumstances you may look into? he might