they are mentiond in the Instructions for the last Will; again Mr Ribright is ordered to be inserted instead of Mrs Ribrights legacy of 100£, now Mr Ribright is not mentioned in the Will 5 October A strong Circumstance of fraud, is Mr Robinsons Letter to the Deed, even previous to the Execution of the Indenture, concerning the mode of making her Will. The Proceedings carry the strongest Marks of Imposition, the Instant She has it in her power to dispose of a Proportion of her Brothers Estate, he carries her to his House, persuades her to sign a Will, wherein he had named himself Resid: Legatee, & wd have thereby gained a considerable Fortune; You are told the Deed was afterwards sensible of her Error, declard he had imposed on her, was a Villain & sh: never receive any Benefit from her. You observe the Wills of 15 Aug: & 1 Oct: are destroyd - Stills says the Will of 15 Aug: he heard, was cancelled by the Deed herself at Hummerton the 5 Oct: Lever says Davis burnt it at his House by the Deeds directions - It is admitted Stills burnt the Will of 1 Oct: at Deeds Lodgings, by her directions, the day the last Will was executed - There are several Blanks left in the Instructions for the Will of 3 Nov: wch according to Stills were for the Ittan Names of some of the Legatees, & to insert a Trustee for the disposition of a Charitable bequest of 500£ to poor Baptists, whence it is evident, they were at a loss on whom to repose their Confidence -

The Evidence being read

Dr Harris ... It is now clear that the Deed was separated from her Husband & that Seperation arose from ill Usage on his part; His admitted he settled 1/3 of the 1/3 he was entitled to (under the Statute of distributions,) of her Bro: Wm Butlers Estate, in trust for her Sole & seperate Use, & disposal, by Deed or Will attested by 3 Ws: - that her old Friends Davis & Robinson are 2 of those Trustees, & Exors & Resid: Legatees in her Will - that She always expressed a great Regard for them; it appears they both, or Robinson persuaded the Deed to give, more to her Relations, than she intended; Dr Marriot talkd of expungeing y Residue but that is, in effect, giving up the Will; he says,

Slack deposes, "That Deed told him, that by a Will Lewis Davis had made for her, he had given himself 4000 of her Estate wch she never intended he sh: have, for that she was under no obligation to him, & that he had never given her anything of his own, & she was determined, he sh: never have a farthing of her Money" now if this is true, it is very extraordinary, She sh: in both the subsequent Wills take such particular Notice of him, & deal out such Marks of her Favor to him - The Execution of the Will is as fully proved, as any Jever saw; She desires the Will to be read over to her, wch is accordingly done, audibly & distinctly; when Certain Legacies are mentiond, She pauses, & says they are more than I intended, but on consideration bids the Reader proceed, observing to R. "You are not so kind to yourself, as you ought to be; When finishd, it is said She approved it, but not, in what manner Lever thinks, by Signs, but the fact of Approbation is agreed to by Stills, Lever; "At the time of Instructions, she says, I will give nothing to these worthless Relations of Mine; Robinson prepes her, she consents; a man may give away from himself; it is to this She alludes afterwards; She takes abundant care that her Exors sh: not be troubled, She expresses her anxiety on that Head to the drawers of the Will; would you then expunge the Residue? The Will was in such a perfect State

x Noth. of this is in Evidence

that neither reading over nor Instructions were necessary, & to winee that, the Husband after hearing it read, was so well apured of it, that he accompanied the Exors, & gave Consent to the Probate ....

Dr Burrell. The Indenture, which is the Ground work & foundation of this Will, being admitted, it will be unnecessary, form, to trouble the Court, with any authentication thereof; but I must not pass over in Silence the occasion of its being made, which appears to be the drunken & Brutal disposition of the Husband, whose repeated ill usage, in various Instances rendered a Seperation absolutely necessary; You have it in Evidence that the Deed had been reduced to such Distress, as occasionally to be in want of Victuals & to be necessitated to be a Nurse to Sick People in order to support herself; in this Situation, She was refused any Assistance from her Relations, any Support from her Husband; & was beholden, to the benevolence, of Davis & Robinson, (the two Deacons of Dr Gills Congregation of Baptists) who by their own Charity, & their Interest with the Congregation, contributed largely to her Relief; thus circumstanced, what is more natural, than that she should be desirous of testifying her Gratitude to them, as soon as She had an Opportunity, in preference of a Husband & Relations who had totally neglected her; that this was the first object of her Attention, is evident from Mr Robinsons Letter, (which the Gentn who opend on the other Side, seem so much to disapprove;) wch

Indre. 15 August
Ret Lre. 3 July.

appears to have been wrote to the Deed, prior to the Execution of the Indre, in consequence of Inquiries, made of Mr Baskerville, at the Deeds request, relative to her Ability, to make a Will, at that time & the Consequences of her omitting to do it; It is clear likewise, that she considerd, in what manner She sh: dispose of her Effects, & purposed extendeing her Bounty to that Congregation, by whose Charity she had been relieved; the Passage of the letter, wch applies to these Items, is as follows" As to the other part I talkd to you about " viz. the Consequences of your not making a Will, Mr Baskerville " says, if you die without one, all, that is now made over to you will " return to your Husband Again" - "as you intimated an Intention " of doing something in regard to our Debt on the Meeting, that must " be worded, in a very particular manner, or else it will be good for " nothing; that it may answer the end you intend" The Gentlemen would insinuate from this letter, that Mr Robinson had been teeging the Deed, to make a Will in his favor, as soon as possible; & had made the Enquiries alluded to in the letter, in order to proceed with Certainty; but the candid & obvious Construction of that Letter, is quite the reverse, that his Application to B. was in pursuance of her Request & that he communicated to the Deed, the Substance of Mr B's advice, in what manner to conduct herself;

The Opposition to this Will, is founded, in a Charge of Incapacity in the Deed, (by reason of her drinking Spirituous Liquors to excess) & an accusation of Celestody, & Imposition, on the part of the Exors: I will now examine into the Grounds of this Charge -

Dr Marriot said there were no Instructions, but what were in Robinson writing, & thence inferrd they did not proceed from the Deed; Now, I conceive, it is immaterial, who is the writer of Instructions, or wh: any Instructions were given by the Deed, provided the Will was read over to & approved by her; but it is unnecessary for me, here to establish that Position, because Lever says when R. brought him Instructions, for the Will of the 1 Oct: he doubted of their Authenticity, & desird to see y Testatrix; tha R. carried him to his House, where She was, & acknowledged them to be her Instructions, & tho, Lever was then a Stranger to the Deed, he identifies her, by declaring he saw her afterwards execute the Will 1 Oct: at Hummerton; but then the Instructions