

the original lease from Hatton to Gowan of the lands of Ashwood; it was handed to witness prior to 1823, to prepare a re-assignment of a mortgage, and is amongst his papers still.

Cross-examined by Mr. Doherty.—It has been said, "Once a Captain, always a Captain," so once an Attorney, always some of the profession will remain. You have been listening to this trial, and to the mention of the deed by Ogle Gowan, and you caught the point there? I did catch the point there. You are certain the deed he spoke of is in your possession? I am certain of it. Will you have the kindness to look at that? Witness, (stretching over his hand for the deed, which Mr. Doherty handed to him,)—There may be a second one.—(Great laughter.) Why I could shew you a third of them.—(Continued laughter.)—What's that? A deed of conveyance of the lands of Ashwood. I wish to convey no imputation, Mr. Townshend, but all I have to say is, that the point's lost! Good night to you.

Counsellor Dixon here stated that he would leave his case in the hands of his Lordship, and would not reply to evidence if his learned friend on the other side would agree to do the same; this being complied with—

His Lordship then charged the Jury.—He said much time would have been saved if this trial had taken a different course—if the Plaintiff had gone into it at first. He ought to have stated his case in support of the validity of the will, and then examined the witnesses, and then it would have been for the opposite side to have impeached, the credit of those witnesses; but he has taken a different course. The plaintiff, whose witnesses were to be impeached has gone into the case as a question of law, and to establish by direct testimony, by circumstantial evidence, and by inference, whether it has no existence. Gentlemen, you have an order made by the Lord Chancellor for this trial, and in that order the particular question is stated to be this—the question is whether the deed of the 15th of March, 1824, was duly executed by John Hunter Gowan or not. You have to decide that question in the affirmative or the negative. It has been truly stated to you by the Counsel for the Defendant that this brings on the only question, the question whether that deed was obtained by fraud or not. Allowing that it may be the most fraudulently prepared instrument that may be conceived, yet if you believe it was executed by his father—by the late Mr. Gowan, you are bound to find that it was duly executed, whatever its consequences may be to the other parties. It is your duty to free your minds from any imputation on the parties except it be to shake the credit of their testimony by conflicting evidence. Of the actual execution of the deed three witnesses have been examined, Moore, Lawless, and Ogle Gowan, who have bound themselves to the deed by their signatures. If you believe what they have sworn, Gentlemen, there is an end of the case: but on the other hand, if you do not believe their testimony you will find for the Plaintiff. Each of these witnesses have taken upon themselves to swear that they saw the Testator sign his name to it, and that they signed it also. If that be true you are bound, if you believe their evidences, to find an issue in the affirmative, namely that it was executed by J. H. Gowan. Yet it does not follow that what is sworn y any number of witnesses is necessarily the truth. There is no put-