

*The Tainted Witness*  
by Andrew Forrester, Jr.

IN the month of May, 1859, a lady and gentleman (man and wife), seated in their home in Devonshire, entered into a familiar conversation about their worldly affairs. They were an affectionate couple, and tolerably well provided against the ordinary casualties of life. The wife had an ample settlement, and the husband was believed to be in possession of a fair estate, comprising chiefly money in the funds, railway and insurance companies' shares. They had been married more than eight years, and perhaps the only drawback upon their felicity was the absence of children. There had been no issue of the marriage.

Since their marriage this lady and gentleman, who may as well be known, for the convenience of narrative, as Mr. and Mrs. Tomlinson, had lived principally on the Continent, in a moderate and unostentatious style. The husband was accustomed to state, to such persons as he deemed it necessary to offer explanations, that he desired to reverse the usual mode of young persons in their circumstances. He was resolved to live far within his means; at all events, until the demands of a rising family—perhaps the necessity for advancing their interests—made it necessary to set up a luxurious establishment. The wife cared nothing whether she dwelt in England or on the Continent, whether in decent respectability or sumptuousness, as long as she felt conscious, as she had always done, that her husband admired and loved her. At length, after thus enjoying a protracted Continental tour, Mr. and Mrs. Tomlinson returned to England, and took up their residence at H—, near the pretty town of B—, in South Devon.

As to the means of the parties, the reader may be informed that the trustees of Mrs. Tomlinson's settlement were accustomed to remit each half-year the sum of £200, for her sole and separate use, and for which they obtained in return a proper receipt in the handwriting of that lady. This money being settled to her sole and separate use, free from the debts, obligations, and control of Mr. Tomlinson, and of any future husband with whom she might intermarry; but as, in many other cases, where man and wife are living on the terms of amity and affection which should always prevail in wedded life, the money went into his banker's.

Lest, however, any suspicion should cross the mind of the reader at this stage of the narrative, I may explain that the husband always scrupulously kept an account with his wife—to her almost annoyance—and from time to time explained to her how he had invested the settled property so that it might accumulate for their unborn children. It was always understood that his income was alone drawn upon for the current travelling and household expenses.

With these explanations, the reader may be introduced to the privacy of Elysium Villa, at —.

“I have been thinking, my love,” said Mr. Tomlinson, “that you ought really to exercise your power of appointment under our marriage settlement.”

“Oh, why talk of such things!” exclaimed his wife. “Deed of appointment and will are synonymous terms. Am I going to die, Frank?”

“God forbid! my love, until you have passed at least your threescore and ten, which is yet a long

way off; but you know you are not bound to die any sooner because you take that prudent step which all men and women, having property to dispose of, ought to take in the very calmest and best moments of their lives, because in such moments the truest wisdom of their natures is in the ascendant.”

“Ah! I know you are right, dear Frank; I don’t understand or trouble myself about such things. Why should I? You are so good, and generous, and wise!”

“Unconscious flatterer, you lift me from the level of man to a place among the gods,” he answered, and imprinted a kiss on the wife’s cheek.

“This business can, I suppose, be done tomorrow?” pursued his wife, who was reluctant that her quiet sense of happiness should be disturbed by any cold, worldly, or prudential considerations.

“Ah, yes; I did not mean that we should rob ourselves of the delight which an evening scene like this affords. Let the affair be settled on some early day, when the sunset is less attractive and charming than now.”

That evening Mr. and Mrs. Tomlinson were driven in a chaise, hired from an adjacent hotel, as they commonly were, two or three miles into the country. The subject of this deed of appointment was not referred to in conversation. The beauties of the landscape, and some pleasant memories of travel, supplied abundant materials for discourse, which the happy husband kept flowing by ever and anon changing its initial themes.

Let me here pause to explain the operative part of the deed of settlement made upon the marriage of Ellen Chubb, spinster, with Frank Tomlinson, gentleman.

This deed provided that a sufficient sum should be invested, in the names of trustees, to provide an income of £400 a year. The beneficial interest in the use of the money was first settled to the use of the wife, and, if the husband survived his wife, he was to have a life interest therein.

If more than one child resulted from the marriage, the trust fund would be divisible among the children in such proportions as the wife, by deed of appointment or will, might direct; or if only one child should be born, then the whole of the money would go to that child at the death of the last surviving parent.

So far, the trusts were, I believe, of the usual and ordinary kind; but there were some other provisions in the deed that were rather peculiar.

It was, for instance, provided that if Mr. and Mrs. Tomlinson should have no children, the property should be at her absolute disposal by deed of gift or will. If no such deed of appointment or will were made, the property would pass to distant members of the family.

At the time of her marriage, Mrs. Tomlinson had a mother living. Her father had died some time previously. At the date of the incidents just narrated, the wife was entirely an orphan. Her mother

had been dead about two years,—her income having passed to another branch of the family. She had never had either brother or sister.

About a fortnight after the last conversation between Mr. and Mrs. Tomlinson on the subject of this appointment, there happened to occur, through the variations of climate in this country, a wet and cheerless day in South Devon. The rain fell in intermittent showers all the morning. Nobody cared to stir out of doors. Nobody thought of seeking relief from *ennui* in the open air. The spirits of people were damped by the atmosphere, so that the gayest were rendered rather solemn, while the serious were converted into the gloomy.

The reader's happy couple were no exception to the rule.

Mr. Tomlinson remarked to his wife that he should have liked a morning's walk or a ride, but that was out of the question. She commiserated his discomfort. Every yawn of his pierced her sympathetic heart, but she was quite unable to enliven him. On the other hand, being herself moody, her thoughts stumbled upon a cheerless theme. With a constrained effort to smile, the lady observed—

“Suppose, my dear, as we cannot go out, we talk over that little subject you mentioned the other day?”

“What, the deed of appointment?” “Yes.”

“Why, no, my love; let that pass. I shall never again refer to it. When I last did so, I had really not thought of the possibility of the danger that you might perhaps suppose I wished you to make an appointment in my favour.”

“Frank!” exclaimed the wife, a little reproachfully.

“Yes, my love. I had at the moment really forgotten all about the provisions of our settlement. You know how little either you or I cared about it when it was made. If I had not been granted a life interest, in the sad event of my surviving you, I should have been as well satisfied as I was by the arrangement which had been made. I was merely thinking at the time that it would have been wise, perhaps, to have directed how your property should go at your death, rather than leave it to follow the exact course which your friends had arranged, if you saw no reason to embody your own desires in an appointment or will, if we should continue unblessed by children.”

“Why, then, should I not exercise my right, Frank?” she rejoined. “Do you think I can have no wishes on that subject?”

“Hush, my sweet pet, I know the love which suggests the reproach. We have been happy, very happy, all through our married life. I know how your affections would lead you to dispose of the property. That is why I am sorry for having heedlessly mentioned the subject awhile ago. That is the reason why I dislike to talk of it now. This reflection makes me almost use the harshest word

I have ever breathed in your ear, and say that I *insist* upon this subject never being spoken of again by either of us to the other.”

“Generous, good husband!” sobbed Mrs. Tomlinson, who rivalled the external clouds in the profuseness of the moisture which streamed from her eyes, and trickled down the shoulder on which her lovely forehead rested.

“Best of wives! fondest, purest, and noblest of women!” spasmodically exclaimed the husband; and as he thus incoherently spoke, he drew from his pocket a kerchief, which he applied to his face, with a palpably sentimental object.

The dismal theme was abandoned.

A ray of material sunshine lighted up the room in which the happy couple sat. The rain had ceased; the clouds dispersed; the atmosphere became bright and fragrant, as it can only do amid beautiful scenery, after summer showers.

“Suppose, Frank, we pay a visit to the Willsons? They have been sometime expecting what they call ‘the honour,’ my love?” inquired the lady, as she looked from the bay window upon the cheerful prospect before her.

“Not today, pet, I think. Our visit would be a little abrupt, and, to tell the truth, I am hardly fit for society today. Write and say that we will call upon them the day after tomorrow.”

If the reader is given to speculation, he may here pause to determine, in his own mind, whether Mr. Tomlinson was sincere or deceptive in his explanations to his loving wife. The opinion formed will be either favourable to that gentleman or otherwise, as the reader is himself cynical and suspicious, or generous and confiding towards his fellows. There are data on which to rest either a favourable or an unfavourable assumption.

For example, if Mr. Tomlinson were a mercenary or a selfish man, or a man, some may say, but reasonably desirous about his own worldly interests, he had a motive (which he disclaimed) in asking his wife to execute a deed of appointment. He had, at present, but a life interest in the settled property after Mrs. Tomlinson’s death, to enjoy and dispose of. He might have felt, as he admitted the fact would be, that his wife’s devotion to him would prompt her, as they had no children, to appoint him to the absolute enjoyment of the remainder at her death. On the other hand, it might be, for anything which appears to the contrary, that he only sought, in the spirit of prudent affection, to remind his wife of her powers to bestow the settled estate, on the death of the survivor of them, upon a worthy object. If the reader cannot now form a judgment upon the gentleman’s motives, it may happen that this brief story will, as it proceeds, enable a just and true decision to be formed upon the husband’s character.

Although the visit to the Willsons was postponed, the hours dragged so wearily at home, and the unpromising morning was succeeded by so delightful a noon, that the fond wife chided her “dear, good Frank” for moping in the house on so fine a day. Moreover, she said that he was quite in her way. She could not leave his side while he was so low-spirited, and yet she had many

little things to do. Under this soft pressure dear Frank was induced to put on his hat, and just go down to W— Arms Hotel, and have a game or two at billiards until dinnertime.

Mrs. Tomlinson was not a person having the least right to be set down in the category of strong-minded women. She was rather slow in making up the mind she had to perform extraordinary feats of any kind, but love, when stirred in any woman, renders her prompt and decisive.

While the domestics prepared an unusually nice dinner, and her husband was engaged over the billiard table, the wife was employed in letter writing. She first wrote a short note to the Willsons, as arranged. She next wrote to the lawyers who acted in the matter of her settlement. She then, in the excess of profound happiness, wrote a few letters to old and intimate female friends.

It is enough for me to say here that the letter to the London solicitors contained instructions to prepare a deed of appointment in accordance with the powers of her marriage settlement.

This letter was unlike the average communications which the post conveys from client to solicitor. The writer knew Mr. Goodheart (of the firm of Goodheart and Trusty, Lincoln's Inn Fields) as a friend and adviser of her father, the friend and adviser of her mother, and, as she rightly believed, a sincere friend to their only child.

She told her husband how the principal portion of her time had been spent during his absence. She explained the nature of all her correspondence, except one letter. She was afraid that he would blame her, and might insist upon her undoing what she felt a righteous act. She did not tell him that she had directed a deed of appointment to be prepared.

Messrs. Goodheart and Trusty were not pleased by this opportunity of earning a few pounds. Mr. Tomlinson was not a favourite of the lawyers. Mr. Goodheart had once spoken disrespectfully of the whiskers and pearly teeth of that gentleman. They thought him, I daresay, a more ornamental than useful sort of person. If they could have indulged a belief in the prospect of success in that endeavour when instructed to draw the marriage settlement, they would have sought to break the engagement between pretty Ellen Chubb and Mr. Tomlinson.

Mr. Goodheart consulted Mr. Trusty over the matter, and they conferred with the trustees. This set of fogies came to the unanimous conclusion at their meeting, that the fellow had cozened Mrs. Tomlinson into the step she was taking. One declared that the "letter was not hers, but his." Another fancied he "saw him reaching over her shoulder and dictating the words" of the epistle. Another called it "a fraud upon a foolish woman." A fourth fell back upon proverbial wisdom, and remarked that "what couldn't be cured must be endured." All were partially consoled by the belief that, at any rate, "the fellow didn't treat her unkindly." They thought they might so far rely upon her letter. A passage in which she said "my generous, devoted husband, knows nothing about my present determination," was, of course, not true; but she wouldn't be driven, they thought, by any amount of positive cruelty or terrorism into the laudation of the "whiskerando" so profusely as she had done. Lawyers are always distrustful. Old gentlemen—especially executive trustees—are always ungenerous and morose.

The solicitors explained to the trustees that the deed of appointment would be revocable at any time. The settlement provided that a power of revocation should be contained in any deed of appointment, and they would of course take care to insert that safeguard. This fact, they explained, would always operate as a guarantee for good treatment of the wife by her husband. It might even be prudent to send the deed to Devonshire for execution by Mrs. Tomlinson, who would of course show it to her husband. If they left the parchment in his hands, it might constantly remind him of his interest in preserving the affection of the lady by kindness towards her.

Mrs. Tomlinson received a letter stating that the deed should be prepared as she requested, and intimating that, in order to avoid her the inconvenience of a journey to London, it should be sent, when ready, to Messrs. Goosequill and Keene, solicitors at B—, the agents of Goodheart and Trusty, for execution by her. She replied, thanking her old friends for this arrangement, as it would enable her to complete the voluntary act unknown to the party to be benefited.

One day Mrs. Tomlinson called upon the Devonshire solicitors alone, and duly executed the deed. These gentlemen being fully instructed, asked her whether she would like to hold possession of it, or whether they should forward it to London. She replied that if they saw no objection to her doing so, she should like to hold it for the present.

It was not possible for the fond woman to long retain her generous secret. In one of those moments when marital confidence lays open its hidden woes and joys, she told the story of the appointment. Next morning the deed was laid upon the breakfast table.

He expressed regret that his wife had not looked further among her kindred for an object of her bounteousness. He doubted whether he ought to accept this gift. At last he did so, and as he took possession of the parchment, the loving couple exchanged new vows, after the style of unmated lovers.

There is no reason why I should not now take the reader into my confidence. Let me, then, inform him that when Mr. Tomlinson led Miss Ellen Chubb to the altar, he was a penniless and embarrassed speculator on a small scale. He had lived for some time previously upon his whiskers and his wits. He had dexterously won the affections of that young lady, and had secured the good opinion of her mamma. He had contrived with the aid of a disrespectable solicitor to avoid some of the caution, and overcome many of the scruples of Messrs. Goodheart and Trusty. Much was not left to the discretion of those gentlemen, and they had sore reason to believe a stout resistance of any point might only remove the case from their hands into those of a more compliant firm, so that their means of usefulness would be greatly diminished. On the other hand, the fears of Mr. Tomlinson made his solicitors inclined to yield on some points by no means unimportant. It is doing but scanty justice to the lady's legal representatives to say that they conducted the negotiations with earnestness, honesty, and skill. None of the subsequent misfortunes of her life can be fairly ascribed to the want of integrity or judgment on their part in framing the settlement.

It is now hardly requisite to say that the fortune of the husband was mythical. He had, in fact, for a short time figured in the Post Office Directory as a merchant in St. Mary Axe, and had

compounded with his creditors not more than a couple of years before his marriage, and was then in debt to what he called “a respectable extent.” The wife’s settlement he had so cleverly managed that it served for their maintenance, and found the means of paying interest to the most urgent of the bill-discounters, who had kept him between the dates of his commercial failure and that on which he drew his prize in the matrimonial lottery. All the pretended investments of his wife’s income under the settlement were devices to please her and quiet her friends.

The deed of appointment, which he received in the manner described, was sent to London to his attorneys, as he said, for safe keeping. It was given them to show certain creditors. It served a very useful purpose. A few tailors, not knowing its true legal effect and value, were easily led to consider it as an absolute conveyance of the remainder in £400 per annum. Members of the Hebrew persuasion, and “Christian Jews” who lend money upon terms most repugnant to the real spirit of the Mosaic institutes—moneylenders of the Oriental and the western races—looked over the instrument cunningly, drew a long breath as they read the power of revocation, but were comforted when assured that the lady was in a galloping consumption. Artful reasoning on this deed, with renewed bills and a dole of interest, kept the whole tribe of creditors at bay for a time. The clever attorney, however, informed his client that this could not last for ever, and that the affair would “burst up” some day, unless more or better security could be offered. This was not easy. The contingent life interest he had was already mortgaged to almost its full value. What other resource had he to get money from?

Messrs. Goodheart and Trusty had given further instructions to their agents, which I have omitted to tell the reader. The London solicitors had informed their Devonshire agents that Mr. Goodheart stood *in loco parentis* to Mrs. Tomlinson. The length of time he had known her family, her orphanage, his distrust of her husband, were all frankly related. They were asked to keep Messrs. Goodheart and Trusty advised of anything which might occur worthy of notice and reporting.

Mr. Goosequill had a daughter married to a surgeon who lived and practised in H—. The Devonshire firm thought they could not do better than invite the cooperation of this village surgeon, who could, either through his own eyes or by the information of his wife, see or hear of everything which happened there.

Through these channels Mr. Goodheart ascertained, within two months of the execution of the deed of appointment, that Mrs. Tomlinson was looking pale and wan. She was not so ill as, in the opinion of her husband, to require medical aid, and her own opinion was formed by his. In a week she got worse. The lawyer’s son-in-law was called in. That gentleman soon became desirous of speaking with some friend of the lady in whom he might confide. Mr. Goodheart was suggested as the best person, if he could spare time for the visit.

Fears of the gravest kind, without, however, any apparent justification, took possession of them.

The London solicitors sent for me. They thought it unwise to be seen in the neighbourhood. They relied upon my firmness and my discretion. They only imposed upon me the condition that I would do nothing involving, or likely to involve, a public scandal, without communicating further with them.

I went down as the friend and guest of the surgeon. From his house I saw the husband leave and enter the house.

I recognised in him an old acquaintance. I had known him many long years ago by a name different to that he now bore.

The surgeon told me that his medicines were of no use to the patient, whose life was ebbing fast; that some agency was neutralising his efforts to restore her. He suspected poisoning by minute doses or arsenic. He was not so sure as to venture upon an accusation to that effect. He asked my advice. I returned to London for instructions.

Leaving the village of H— as furtively as a criminal, and taking the train at once, I arrived in town, had an interview with Mr. Goodheart, and was on my road to Devonshire once more the same day.

Next morning I sent a note across from the doctor's to Mr. Tomlinson's villa, to the effect that a person from London wished to see that gentleman. He came on my invitation. He found me alone.

"Edward Morton, pray be seated," was my salutation.

"You are mistaken, sir," he said, "my name is Tomlinson," affecting an unimpassioned manner that he could not maintain.

"Look at me," I said.

"Your name?" he asked.

"— —," I replied.

He glanced around the room.

"We are alone," I said.

"Well, and what do you want with me?" "Sit down."

He obeyed.

"I have come here," I said, "by the direction of your wife's trustees and their solicitors, to prevent your poisoning her—to denounce you for that and other crimes, if I think it expedient to do so."

He bit his lip.

I continued—"There is no time to lose. I know what your plans have been and are. I have evidence enough to convict, if not hang you!"



“My wife will not believe a word of this.”

“Until she has recovered,—if she should recover—her opinion will not be asked,” I drily answered.

“And unless you quietly accept the terms I offer, I give you into custody in ten minutes.” “What are your terms?”

“First of all that you at once withdraw from, and do not attempt any communication with your wife, during her illness, or it may be as long as she lives.”

“Is that all?” “No.”

“Write her a letter telling her your real name, which letter, I may inform you, she will never see unless she recovers.”

“I refuse these terms. I defy your threats. No evidence of my old affairs exists, and you lie when you say that I am poisoning my wife.”

“I give you ten minutes. At the end of that time, reckoned by my watch, I give you in custody, if you refuse, or sooner, if you give me any trouble. I should very much like to do this at once, but I am bound to offer you an escape if you will avail yourself of it. My directions are, however, to save your wife’s life, even if the doing so should hand you over to Jack Ketch. Now don’t let us waste words. I know what instrument you bought in London, and I know what you are using it for. — got off because the doctors couldn’t trace the grains of poison in the intestines.” (He turned livid and pale in rapid succession.) “Don’t you make any mistake. If your wife dies you’ll be hung as sure as your true name is Edward Morton, and your assumed one is Mr. Frank Tomlinson.”

“For the present is it enough that I leave my wife in your doctor’s hands?”

“No! I want something more than that. You must in one letter confess your real name, and in another (for present use) make some excuse for your abrupt departure.”

There were writing materials on the table. He wrote the letters I demanded. He went across to his house in my company, the doctor having immediately preceded us. He left the village, as I insisted, in my custody, and I only released him at Paddington.

Edward Morton! That name had been mixed up with the name of Chubb many years ago. Mrs. Tomlinson had heard it pronounced by her father on one or two occasions during her girlhood. Messrs. Goodheart and Trusty well knew the name. Neither of these parties, however, knew that Mr. Tomlinson was the son of Edward Morton, senior. If they had, the reader may be assured that the marriage between him and Ellen Chubb would never have taken place. The recognition and identification of the man was my work, and it proved a circumstance of no mean value.

On his arrival in town Mr. Edward Morton put himself in communication with his own solicitors, who waited upon Messrs. Goodheart and Trusty.

Before leaving H—, Mr. Morton (Tomlinson) addressed a note to his wife, informing her that he could not endure to witness her sufferings, and that, under the advice of her doctor, who thought that his presence also distressed the mind of his patient, he had left the neighbourhood for a week or two. He said he was happy to learn that her case had exhibited favourable symptoms, and that, if his directions were attended to in all respects, there was no longer any reason to doubt her gradual but complete restoration to health. Under these circumstances, however painful the temporary separation, he could not refuse to act as he was requested.

The doctor felt that on the removal of the poisoner the life of his wife depended. That must be effected by any process, and at any risk of mental disturbance to the patient, although it was desirable to shock her nervous system as little as possible. The device was the best I could frame, under all the difficulties of the situation, and in the short space of time at my disposal.

The surgeon broke the news to poor Mrs. Tomlinson (Morton) and covered the stratagem. He got the benefit of my scheme for saving the lady's life. We had calculated that the news of her husband's departure would plunge her in grief, and we were not mistaken. The letter, I am bound to admit, did not satisfy her. She abused the doctor, chided the nurse, and blamed everybody for not letting her into the secret. She alternately accused Dr. Healem of unkindness, and expressed a needless anxiety about the state of his health. She passed through a condition of wild nervous excitement into one of intense mental depression. In this latter state she would declare that she was on her deathbed, that she knew it was impossible for her ever to get well again, and bewailed the absence of her husband from her side. She sank into unconsciousness, asking why he fled at such a moment and did not remain to perform the last offices of human affection—to watch her last gasp for breath!

Meanwhile, as the husband's solicitors were negotiating with Messrs. Goodheart the terms of his safety, the wife was, notwithstanding the effects of her grief, slowly recovering. The medicines now performed the work they were intended to perform upon the human frame. She had so nearly recovered as to be led across the bedroom to a window, and looked upon the pleasant landscape in the distance, when it became impossible to longer conceal all the melancholy truth from her. She could not understand why her husband prolonged his absence, why he deprived her of the comfort of his presence. Gloomy and grotesque thoughts and forebodings took possession of her, although she did not express or avow them. The doctor dreaded a relapse, and all her friends were puzzled what course to adopt. At length it was resolved to call Mr. Goodheart from London to explain such matters as he thought desirable.

On the generous lawyer's arrival the spirits of the poor lady revived as at the sight and presence of a sincere friend, but this newly awakened gratification early disappeared under the weight of sad news he had to relate.

The husband's lawyers were bold and exacting. They calculated upon the unwillingness of the wife's friends to prosecute. They knew the deeply injured woman would never go through that ordeal if she could avoid it. They discussed terms as if their client was entitled to exact them.

“We have no wish to screen our client or deny any wrong he may have committed,” said Mr. Sharp, one of the firm of Sharp and Timewell, in New Inn, “but I hardly understand that he is just now on his defence,” addressing Mr. Trusty, at an early interview.

“No, he is not upon his defence here, sir,” replied that gentleman, “but he may elsewhere, perhaps, have to answer for his crimes, if he should refuse to what we offer as the price of what slight conditions we care to attach to his future life.”

“Well, sir, we will leave his defence until the time for it arrives. As I have said, the least we think we ought to ask for him, or indeed to accept, is half the lady’s income. A husband surely cannot live decently—that is, compatibly with his wife’s position in life—apart from her, on less than the sum she has to expend.”

Mr. Trusty bit his lips, and reflected an instant.

“Our clients, the trustees, will be no party to such an arrangement,” observed the honest lawyer.

“Oh, yes, surely when they think over it, they will, or any other person’s covenants will do for our client. You will have no difficulty in getting two of Mrs. Morton’s friends to secure him the payment by her of £200 per annum, so long as the happy couple maintain separate establishments, and the husband does nothing to assert his marital rights and authority, or to molest, inconvenience, or annoy the wife.”

“It can’t be done.”

“Oh, yes, it can,” observed the other, a little gaily.

“Mr. Trusty, we will see you again on the matter. Just confer with the lady’s friends, and drop us a line on the subject.”

At the interview between Messrs. Goodheart and the lady’s trustees and friends, the [villainy] and the impudence of the baffled murderer were expressed. In the end the solicitors were told to do their best, and to strive, above all things, to avoid a public scandal.

Things in London had arrived at this point when Mr. Goodheart made his journey to W—.

Mrs. Morton, after she had heard so much of the story as her legal adviser felt it necessary to explain, could offer no opinion on the matter, except on the question of the allowance.

“Let him have what his lawyers ask, let him have all my property,—he is yet my husband!” she exclaimed, when this part of the subject was referred to.

It should have excited no wonder if this accumulated trouble had done the business which Mr. Morton’s poison failed to accomplish. Another relapse followed the departure of Mr. Goodheart to London. The surgeon of H— began to fear that his patient would, after all, not vindicate his professional skill by a recovery. Consultations were held with a physician from B—, but no good effect immediately ensued. As the weeks rolled along, a vigorous constitution asserted its

power over the destroyer, and Mrs. Morton, relieved of the doctor's attentions, was able to be removed by easy stages to the metropolis.

Not long after this there was a meeting at the office of Goodheart and Trusty, between one of that firm and one of the firm of Sharp and Timewell. It was an appointment to complete the arrangement between their respective clients by exchanging deeds, duly executed by the husband and wife.

This arrangement secured to the husband one-half his wife's income, and would have also provided a policy of insurance upon her life in £2000, except that it was obvious no office would undertake the risk, as she had but imperfectly recovered from her serious illness.

At the close of this interview Mr. Goodheart asked Mr. Sharp for the deed of appointment which it had been arranged should be cancelled and delivered up. Mr. Sharp replied—"Ah, I had forgotten about that. I have made a strict search in our offices, but have not been able to find it. I really don't know what has become of it; but," he added, "I suppose it contains the usual power of revocation, so that it don't matter to your client?" Mr. Goodheart explained that the deed did contain such a power, so that "its retention would not be of much consequence to us."

"Of course," rejoined Sharp, and went away.

Mrs. Morton continued for some time to gradually improve in health, but it was to be plainly seen that the ordeals through which she had passed had so far affected her that complete restoration was an impossibility. Her present limited means, and the demands already made upon it by charges incidental to her illness, the discovery of her husband's crimes and the arrangements for their separation, made her dependent to a considerable extent upon the generosity of a cousin whose friendship begun in infancy had lasted until the present time. This lady was one of those persons who appear to be set apart, in the economy of God's providence, for the free exercise and performance of works of mercy. She had never been married, and although a young woman, with average personal attractions, she did not seem likely to pass out of the sphere of maidenhood until she vacated the attributes of humanity on the threshold of the world of spirits. This lady having heard of the misfortunes of her relative about the time Mrs. Morton was returning to London, she insisted on the protection and care of the invalid being entrusted to her.

The cousins shortly afterwards visited and resided for brief periods at different watering-places in England, but as the health and spirits of the poisoner's victim no longer exhibited signs of amendment—or as, indeed, she appeared lapsing towards incurable melancholy, if not death—it was resolved to take her on the Continent, in the hope that the varied incidents of travel, and the shifting scenery of "the grand tour," would at least arrest the progress of decay, if not improve her.

At Nice the ladies met with some "old familiar faces." They resolved to stay here at least some months, and wrote to, among other friends, Messrs. Goodheart and Trusty, announcing that intention. The worthy lawyers were glad to ascertain that at last the travellers had settled long enough to justify their being troubled with a matter of business.

They began to think that they had been somewhat careless in the final settlement of the future relations of Mr. and Mrs. Morton, and that the deed of appointment ought to have been given up, and its uses duly extinguished. In the wife's delicate state of health, it was certainly to be desired that the existing appointment in favour of her husband should be revoked, and a fresh appointment made.

Mr. Goodheart, therefore, wrote by an early post to Mrs. Morton. He pointed out, in fatherly spirit, the duty, the powers she had vested in her, as to the remainder of the property settled on her marriage, after the life interests of herself and her husband expired; and urged that it was her duty to see that this property passed, in the event of her decease, to the hands and control of deserving kindred or friends who would use it wisely and well.

This letter was the subject of much consideration by the cousins. The wife was for allowing the present deed to stand. Morton was her husband, she said, in the eyes of the law and in the eyes of God. If the remainder-interest in the property could do him any service, he was welcome to it. Except her dear, generous, good cousin, the unfortunate woman had no kindred, and she had no friends who stood in need of such an accession of fortune as she could give them. The cousin reasoned otherwise. She delicately [combated] the idea of permitting the estate to fall into the hands of the creditors of a man who had violated the proprieties of the marriage contract, with the commission of other and graver offences. In the long run the stronger and wiser intellect prevailed. The wife determined to exercise the power given in her marriage settlement. On one point she did not ask for the advice of her cousin, and so the evening had, on which the conversation took place, far advanced; when this decision was arrived at, the friend did not pursue the topic beyond the point then settled.

Messrs. Goodheart and Trusty were duly instructed, by a letter written by the convalescent without her cousin's knowledge, to prepare a new deed of appointment, giving the remainder-interest in the property to that lady.

The solicitors and the trustees of the marriage settlement concurred in the opinion that Mrs. Morton had acted judiciously in these instructions. They drew the deed, got it engrossed, and so forwarded to Nice, that its arrival was unknown to the person thereby to be benefited. Very particular instructions as to the mode of executing, delivering, and attesting the deed were also sent by the good lawyers, so that by no technical error or default should the poisoner reap an advantage.

The deed was executed by Mrs. Morton in the house of an English gentleman—an author of some renown—who had made Nice a temporary residence. All the instructions of Messrs. Goodheart and Trusty were attended to. The deed was sent back, and safely deposited in a fire and thief proof receptacle by the honest lawyers, after they had deliberately and carefully examined its signature, seal, and attestation clause, to see that all was right.

The reader may be informed that a week or so after the execution of the deed Mrs. Morton's cousin again touched upon the theme of the appointment. Mrs. Morton informed her that it had been made, and in whose behalf. The lady sought her to alter the name of the recipient of her

gift. This she firmly declined to do, and the lady agreed to accept and hold it as a trust for laudable persons and objects.

Poor Mrs. Morton! She was, after all, dying, although by inches. Whether the material poison yet remained in her body, and was slowly accomplishing its fatal design, or whether “a mind diseased” was killing a healthy body, or whether the agents of death were mutual or complex, cannot be told. One evening the convalescent felt a chilliness steal over her, and next day it was declared that catarrh was not an impossible malady or affection at Nice.

The cousins removed from Nice. The wife’s solicitous kinswoman dreaded the slightest symptom of danger, and construed to be symptoms of danger things that ordinary persons smiled at or deemed inappreciable.

In less than a year after the removal from Nice, Mrs. Morton died in the neighbourhood of London.

The funeral of the unfortunate lady had not taken place more than a week, before Messrs. Goodheart and Trusty were called upon by Mr. Sharp. He was, he said, the bearer of unwelcome intelligence. The announcement of the death of Mrs. Morton, which had appeared in the daily papers, had reached the eyes of her husband, who was living in Paris, and was, he might confess, in great embarrassments. All his assignable interest under the marriage settlement and the deed of separation had long been given up to stay the urgency of creditors. He had written to his solicitors to ascertain whether he could not now avail himself of the deed of appointment, as death had taken it out of his wife’s power to revoke it. He (Mr. Sharp) had not forgotten the circumstance that, in the negotiations about a separation, the Appointment had been almost assumed to be cancelled, but Messrs. Sharp and Timewell were afraid that their client’s necessities would induce him to repudiate their authority to enter into that arrangement, and also its legal efficacy. He (Mr. Sharp) would say, in the confidence which ought to prevail among the members of an honourable profession, that he hoped a proper revocation and a new appointment had been made. Mr. Trusty assured him that such was the case. Miss Rose Chubb, the cousin of Mrs. Morton, had been substituted for the client of Messrs. Sharp and Timewell. If Mr. Sharp would like to see it, he should do so. The new deed was produced and shown to the poisoner’s lawyer, whereat he expressed his delight, and thought that it would settle the affair. Would Messrs. Goodheart and Trusty oblige him with a copy? They saw no special ground for declining. They were not disposed to wait upon Edward Morton, *alias* Mr. Tomlinson, but as it might aid his solicitors in advising, they might have a copy on the usual terms. The rejoinder was an expression of thanks for the courtesy, and a promise to pay the usual rate of charge for the fair copies of deeds.

A week afterwards the same legal gentleman called upon Messrs. Goodheart and Trusty, to say their needy client was not satisfied. He was, he said, persuaded that the new deed was a fraud. He would certainly exhaust all the devices of law and equity to upset it. He had, he asserted, been deprived of his wife’s society by the interference of her so-called friends, who, not content with thus mercilessly persecuting him for the old misdeeds of his father, and some errors of his own youth, had actually tried to rob him of the fruits of a spontaneous act of affection, which, he was assured, she would never have done of her own free will. He was convinced that if the new

appointment was not a forgery, it had been obtained by undue influence, pressure, or coercion. Mr. Trusty called in his partner. They defied Edward Morton's rage, cupidity, and greed. He might do his best or his worst, but he could not upset that deed. Did Mr. Sharp think he could? That gentleman did not see any flaw in the new deed, but whether it had or had not a vulnerable point about it, he could say that his firm would have nothing to do with any proceedings for its invalidation. Mr. Morton might find other solicitors, if he wished to set up a deed which ought, they admitted, to have been cancelled.

Three or four more weeks had rolled along, and Goodheart and Trusty, and Miss Rose Chubb had been assured that any effort to upset her appointment would be useless, when another solicitor wrote them to say (without prejudice) that he was instructed to take such steps as he might deem advisable to establish Mr. Morton's title to the remainder of the settled property. He went on to say, that knowing the respectability of the gentlemen against whom he should have to act, he would be very glad to lay before them frankly (but without prejudice) the grounds on which his client hoped to establish his case, and he should be prepared to concur in any mode by which the issues of fact and law could be determined. On the former—as to the facts—there would, he thought, be nothing to dispute; as he was at present advised by his counsel, he might concede nearly everything. "If he was rightly instructed, there was a fatal defect in the evidence, by which the execution and delivery of the deed at Nice could be proved." Although writing without prejudice, he thought he could hardly be more explicit in a letter, or perhaps until he could ascertain how Messrs. Goodheart and Trusty and Miss Rose Chubb would be inclined to meet his suggestions for a quick and economical determination of the matter at issue. Would it not be desirable for the solicitors to have a conference (without prejudice) and discuss the subject? Messrs. Goodheart and Trusty could not imagine what flaw in the deed, or lack or defect of evidence, could help the poisoner; but their long experience having shown them how much glorious uncertainty there was in every legal or equitable transaction, they thought it far from expedient to decline the conference. In terms of scant courtesy they wrote a reply, expressing much the same views and sentiments which Mr. Slicklight had elicited from them, and concluded by saying that they had no objection to the proposed conference.

To this interview the solicitor for Mr. Edward Morton came fully equipped. He had counsel's opinion on the case which clearly showed (if his instructions were correct) that the first deed of appointment was good, and that the second was bad at law and according to the equity of the courts. The solicitor for Mr. Morton read the letter from his client, which he had set out *in extenso* in the case submitted to counsel. One passage of this letter stated that the oath of the attesting witness to the execution of the second deed by the deceased lady would not be received in any British Court, nor would that of the gentleman at Nice, whose guest the witness happened to be at that time, nor his wife. That high-minded, virtuous, and Christian-like person, Mr. Edward Morton, *alias* Mr. Tomlinson, said in his letter to his solicitor, "I have ascertained that the people at Nice, who have assisted in trying to deprive me of the property my late dear wife appointed me to enjoy in remainder, are a set of infidels. The first is a wretched public scribe, who lives in a furnished house, and does not believe in the cardinal truths of the Christian religion. His wife is also an unbeliever. The person whose name is attached to this deed as its attesting witness, and who happened to be staying at the house of this impious couple—a man who has written some books—is also an unbeliever in the solemn truths that men will be rewarded and punished hereafter, according to their deserts. The evidence of these persons, very

properly, I say, cannot be received in any public court. Challenge the deed they were concerned in getting completed, in order to injure me. Charge collusion, undue influence, coercion, fraud, conspiracy, and denounce the whole, not excepting the trustees of my marriage settlement, and their solicitors!”

Messrs. Goodheart and Trusty affected to smile at this assumption of piety by the baffled poisoner, but how to get over the difficulties of evidence (supposing the assertions about the unbelief of the attesting witness and his friends to be true) the honest lawyers did not clearly see. They told their visitor that they were obliged to him for his visit, and that he should hear from them very shortly. He agreed to wait until they had seen their client, and taken advise upon the matter.

Very few inquiries satisfied Messrs. Goodheart and Trusty that the attesting witness—a man who was the companion of statesmen, and one of the purest and best men among the Queen’s subjects—was like his friend and wife at Nice, not an orthodox believer, and therefore not a competent witness. They knew that he could not, like a Quaker or a Moravian, make an affirmation in lieu of an oath. That privilege was and is extended by law only to those who have *religious* objections to taking oaths. The worthy legal advisers of Miss Rose Chubb took the opinion of one of the most eminent counsel, who, in his opinion, stated that he saw no way of proving the merits and *bona fides* of the disputed deed, if properly challenged, and if the persons in Nice were incompetent witnesses. The attesting witness had, long before this question arose, returned to London. On being spoken to, he at once admitted the nature of his disbelief, and said that no possible inducement could lead him to profess what he believed to be erroneous and unsound.

After much consideration, and taking the further advice of another still more eminent lawyer, Goodheart and Trusty were led to advise that the second deed could not be maintained, although it undoubtedly embodied the real and sincere wishes of the unfortunate lady who had gone to her eternal rest in Heaven. This deed being thus rendered inoperative, the former appointment was admitted by the solicitors to Miss Chubb as good and binding at law and in equity. They did not think it wise to incur an inevitable defeat by legal resistance to Mr. Edward Morton’s demands under his *good and valid* deed of appointment. He was admitted to have and enjoy the proper title to the remainder-interest in the marriage settlement, the portion of which not given to his existing creditors was spent in extravagance.

*The Revelations of a Private Detective* by Andrew Forrester Jr. London: Ward and Lock, 1863. 255-88.