

THE HOWLAND WILL CASE.

Who the Parties Are—Amount of Property Involved—A Complete History of the Case—Nature of the Bill in Equity—A "Contract" Between an Aunt and a Niece on Account of Family Difficulties.

Correspondence of the New-York Times.

Boston, Friday, Oct. 5, 1866.

The "Howland Will Case" is in the Courts again and is attracting a good deal of attention, not only locally but publicly.

For more than fifty years the leading firm in the wealthy City of New-Bedford has been that of ISAAC HOWLAND, Jr., & Co., the junior member of the firm being GIDEON HOWLAND, a son-in-law of ISAAC. The firm was established in 1812, and with a capital of less than \$90,000 invested in the whale fishery, the business of the firm increased to nearly \$3,000,000. They were agents for a large number of ships. Whales were plenty. Kerosene was then unknown and gas was but little used, and consequently the profits of the firm were enormous and a fortune was made very rapidly. In 1820 Mr. THOMAS MANDALL was admitted into the firm as a partner, and at the death of the senior member the business was continued and conducted by GIDEON HOWLAND and Mr. MANDALL.

In 1833 Mr. EDWARD MOTT ROBINSON married Miss ABBY S. HOWLAND, a daughter of GIDEON. Mr. MOTT became a member of the firm, and the business continued as successful as ever. In 1850 GIDEON HOWLAND, the only surviving partner of the original house died, leaving an immense property which was divided between Mrs. ROBINSON, and his only daughter, Miss SYLVIA ANN HOWLAND. Following the death of Mr. HOWLAND, Miss HOWLAND became a member of the house, Mr. MANDALL being at the head of the same and doing all the business. He also managed the immense property of Mrs. ROBINSON, and conducted the business to her entire satisfaction. Mr. MOTT was not generally liked by all persons who came in contact with him. He was universally known as a hard-natured, close, business man, yet he was sometimes inclined to call all men dishonest excepting "THOMAS MANDALL." In 1861, Mr. ROBINSON withdrew from the firm in New-Bedford and removed to New-York, where he made a business connection with the firm of WILLIAM T. COLEMAN & Co., shippers and commission merchants. Before leaving the scene where he had accumulated so much wealth from out of the deep waters, and while a member of the firm of ISAAC HOWLAND, Jr., & Co., a large portion of his private capital was employed in the shipping business. Mrs. ROBINSON died in New-Bedford in 1859, or some time prior to her husband's removal to New-York. Miss HETTY ROBINSON, his daughter, continued to reside with her aunt, Miss HOWLAND, in New-Bedford.

Mr. ROBINSON died in the early part of 1865, leaving a property estimated at four millions of dollars. By the provisions of his will he contemplated legacies amounting to \$30,000, and gives to his daughter, HETTY, \$1,000,000 outright, and leaves the balance to his executors in trust. One would suppose that Miss HETTY would be satisfied with being a millionaire, but she is not satisfied, and is now endeavoring by her lawyers to get the lion's share.

Miss HETTY is about 32 years of age. She is not only peculiar in her habits but decidedly eccentric. The people of New-Bedford are highly indignant that she should take measures to break down the will of her aunt, Miss HOWLAND, thereby depriving many worthy and needy persons of the legacies left them by that good lady, as well as keeping a number of charitable institutions from enjoying the bequests made them by the provisions of the will. The City of New-Bedford is also interested in the will to the amount of \$200,000.

Miss HOWLAND, the aunt, died in June, 1865, after a long illness, at the age of 59. She left a property amounting to between two and three millions of dollars. Her will is dated Sept. 1, 1863. A codicil is attached to it, dated Nov. 28, 1864. By the will she bequeaths the sum of \$1,100,000.

The will of Miss HOWLAND was offered at the Probate Court, in New-Bedford, on the 6th of August, 1865. The subscribing witnesses to the will and codicil, Dr. JACOB BIGELOW, of Boston, Hon. THOMAS D. ELLIOT, of New-Bedford, Hon. JOHN M. WILLIAMS, WILLIAM C. TABER, Esq., and SIMPSON HART, Esq., of Boston, were all present at Court. On the occasion referred to the court-room was crowded with spectators, as the matter was one of general as well as of local interest. The counsel present were Hon. B. F. THOMAS, of Boston, Hon. T. D. ELLIOT and Hon. T. M. STETSON, of New-Bedford, for the executor, THOMAS MANDALL, Esq.; Ex-Gov. CLIFFORD, CLIVER PRESCOTT and WILLIAM W. CRAPO, Esqs., of New-Bedford, appeared for the contestant, Miss HETTY ROBINSON. Judge BENNETT presided. On motion of the contestant's counsel, for the purpose of obtaining a full hearing, the case was postponed until Sept. 25, following, when, as before, the court-room was overflowing with spectators, many of them directly or indirectly interested in the case. At this time it was shown by the executor, Mr. MANDALL, that Miss HOWLAND, in her sick chamber at Round Hills Farm, assented to each and every paragraph mentioned in the will and codicil, including the residuary bequest to Miss HETTY. To this particular item she remarked, "That is right, HETTY will have enough." Dr. JACOB BIGELOW and Hon. J. M. WILLIAMS jointly made a draft of the will about a week before the deceased died, and the copy which was signed was written on the day of its date. After it was signed, she said it was a codicil to her will, and that it was in accordance with her wishes. In evidence it was shown that there was no doubt of Miss HOWLAND's competency. Her mind was clear, and she had a keen knowledge of all events going on around her. At her request the fact of the codicil was kept private, and it was unknown to HETTY. For the contestant, Dr. Wm. A. GORDON, her regular physician, said that he had read the will, and that Miss HOWLAND had consented to its provisions—that it was just as she wanted it. The testimony on both sides was in favor of the executor. No arguments were offered on either side. Judge BENNETT reviewed the testimony, and decided to admit the will to probate, giving the contestant thirty days in which to take an appeal. Miss HETTY ROBINSON's attempt, at this time, to break the will, on the ground of unsoundness of mind on the part of her aunt, totally failed. Within the time allowed by law, notice was given to the respondent, MANDALL, of an intention on the part of the complainant to file a bill in equity. The bill was duly filed, and it disclosed some facts not before known to the public. It alleges that the complainant was the niece and sole heir-at-law of the testatrix, SYLVIA ANN HOWLAND, by whom she was brought up and educated, with whom she lived, and who performed the duties of a mother to the complainant. At the time she came into the possession of property from her mother, she was, to use a common expression, at sword-points with EDWARD MOTT ROBINSON, the father of the complainant, and did not disguise the fact of her intense desire to prevent him receiving any benefit whatsoever from the vast property received from her mother; and, for the purpose of making a sure thing of it, in case the complainant should survive her aunt, requested the complainant, Miss HETTY ROBINSON, to make a will, so that in the event of her decease before her father he should not in any way inherit any part of the property. She also agreed that if this arrangement was complied with they would exchange wills. Each was to have possession of the other's, and neither party was to make any other will without notifying the other and coming into possession of their own wills.

In obedience to this tacit understanding, Miss HETTY made a will on the 19th of September, 1860, by which she gave all the property she then had to her issue, if any, and in default, to charitable purposes. Her father, of course, was left out in the cold. Her aunt, Miss HOWLAND, received the will according to arrangement, and the instrument was found among her papers after her demise. The aunt had caused a draft to be made of her will, but, as it appeared, left the date of it blank, and postponed the execution of it on account of the belief that the later a will was executed the more operative it would be. But the draft was executed and delivered on the 11th of January, 1862.

But now comes the origin of the "Howland Will Case." It is alleged that, notwithstanding this secret agreement, to be binding on both parties, Miss HOWLAND, the aunt, as we have already intimated, made another will in September, 1863, and a codicil, also referred to, in November, 1864. No notice whatever was given to Miss HETTY of this new order of things. The will was admitted to probate. The story is that

Miss HETTY undertakes to break her aunt's will, contending, by her eminent counsel, that "Miss SYLVIA ANN, being bound in equity not to make a will, the executor is bound by the contract, and should deliver up all the property to the complainant." So far as this feature of the case is concerned, Miss HETTY makes a strong point, but there is, as later developments show, something mysterious about the whole matter. Some months have elapsed since notice was given to the respondent, Mr. MANDELL, and, if all accounts are correct, a large amount of secret investigation has been going on in the interim. If all the facts in the case could be known, the public would have a rich dish of palatum to feast upon. A sort of private taking of depositions and examination of witnesses has taken place lately before Judge PITMAN in the Probate Court. The judicial atmosphere in court circles is full of rumors of "forgery," "slow poison," "conspiracy" and what not, and if indications are to be trusted, there will soon be music and astonishing developments. The amount involved in the case is too large to be carelessly or hurriedly dealt with; and the lawyers, who have got fat pickings, will probe the matter to the quick, and unfold, in due time, the true version of the family difficulties, and whether or not somebody is trying to make a big fortune in a very short time. The examination of JOHN EARL WILLIAMS, Esq., President of the Metropolitan National Bank of New-York, in reference to the signatures appearing in the will of Miss HOWLAND, may perhaps prove to be an important one, if not lead to startling developments. It is surmised that the second will is a forgery, for it is known that the aunt and the niece were sincere in their intentions when they agreed to change wills. The influences brought to bear upon Miss SYLVIA to make a second will are the subject of no inconsiderable talk, and it yet remains to be seen who the party is that was successful in bringing about its consummation. According to one witness, obtained by outsiders in a clandestine manner, it appears that Mr. MANDELL, executor of the will, has been withdrawing funds from the property and dealing it out according to the provisions of some of the legacies, to the great astonishment of Miss HETTY ROBINSON, the complainant, and who seeks to stop everything of the kind. That there is a looseness about the whole affair is transparent, but sufficient facts have not yet transpired to prove how much of the property has thus been disposed of or who are the parties mixed up in the scheme of thwarting the designs of HETTY. It is a knotty state of things at least. Miss HETTY is now in the possession of more property than she knows what to do with, but her grasping and selfish nature naturally excites a good deal of gossip, if not indignation, in the community in which she resides. VIGIL.