A paper written and signed by deceased, witnessed by a physician and delivered by former just prior to his death to a third party in presence of various persons who knew that deceased was attempting to make a will, held invalid because of a failure to comply with this section. Brengle *v.* Tucker, 114 Md. 597.

A memorandum indorsed "for the instruction of my executors," written in testator's handwriting two days after execution of a will but not attested, cannot operate as a will. Such a paper could not be incorporated into will by reference because it was not in existence when will was executed. Chase *v.* Stockett, 72 Md. 245.

As to the examination of witnesses to will, see sec. 365; for the procedure when they are dead or inaccessible, see sec. 368.

Generally.

Although parol evidence has not been excepted to as provided by art. 5, sec. 40, it will not be given effect so as practically to make a will for a testator contrary to this section. Lowe *v.* Whitridge, 105 Md. 189.

A will held to have been executed and attested in conformity with this and the preceding section. Buchanan *v.* Turner, 26 Md. 4.

For a case involving the signature of a testator by his mark with the assistance of one of the subscribing witnesses, see Higgins *v.* Carlton, 28 Md. 122.

Sec. 2 of act of 1884, ch. 293, saved from the operation of that act all wills bequeathing only personal property executed before August 1, 1884, but this section was omitted from Code of 1888, and hence a will of personal property, not executed in accordance with requirements of act of 1884, was held not to be entitled to probate where the testatrix died after Code of 1888 went into effect, though will was executed prior to act of 1884. See notes to sec. 340. Bartlett *v.* Ligon, 135 Md. 625.

Where a will is written by testator, contains his name and is duly witnessed, it may be probated although he does not sign it. Higdon *v.* Thomas, 1 H. & G. 139, affirmed. *Ex parte* Cardoza, 135 Md. 409.

Validity of holographic will without witnesses not passed on, since it was probated and no appeal taken; collateral attack. Forbes *v.* Littell, 138 Md. 216.

Form of issues relative to the execution and attestation of will, prescribed. Tatem *v.* Wright, 139 Md. 28.

An attempt to designate in a savings bank-book who should be entitled to money deposited after death of depositor, held invalid under this section. The act of 1892, ch. 169—see sec. 339—does not apply to a testator dying prior to its adoption. Remington *v.* Metropolitan Bank, 76 Md. 548. And as to a joint savings bank account payable to the survivor, see Metropolitan Bank *v.* Murphy, 82 Md. 320.

This section is subject to provisions of sec. 350—see notes thereto. History of this section. The use of the word "bequest" in first line of this section referred to as showing that that word may refer to real estate. Lindsay *v.* Wilson, 103 Md. 265.

The act of 1798, ch. 101, sub-ch. 1, sec. 4, did not embrace leasehold property. Origin of this section. What is included in "lands and tenements"? Devecmon *v.* Devecmon, 43 Md. 346. And see Holzman *v.* Wager, 114 Md. 322.

The fact that a paper cannot operate as a will because not properly witnessed does not affect question of whether paper constitutes a valid contract. Cover *v.* Stem, 67 Md. 453.

The act of 1884, ch. 293, placed execution of wills of real estate and personal property on same footing. Tabler *v.* Tabler, 62 Md. 615. And see Brengle *v.* Tucker, 114 Md. 602.

History of this section as enacted by act of 1884, ch. 293, and as changed by Code of 1888. (See sec. 339.) Remington *v.* Metropolitan Bank, 76 Md. 548; Western Maryland College *v.* McKinstry, 75 Md. 190; Hooper *v.* Creager, 84 Md. 252 (dissenting opinion).

Cited but not construed in Campbell *v.* Porter, 162 U. S. 47.

See notes to secs. 335, 353 and 362.

An. Code, 1924, sec. 333. 1912, sec. 324. 1904, sec. 318. 1888, sec. 311. 1798, ch. 101, sub-ch. 1, sec. 4. 1884, ch. 293.

337. No will in writing devising lands, tenements or hereditaments, or bequeathing any goods, chattels or personal property of any kind, as heretofore described, nor any clause thereof, shall be revocable otherwise than by some other will or codicil in writing, or other writing declaring the same, or by burning, cancelling, tearing or obliterating the same, by the testator himself or in his presence, and by his direction and consent; but all devises and bequests so made shall remain and continue in force until the same be destroyed by burning, cancelling, tearing or obliterating the