

# TESTAMENTARY SYSTEM.

6. No will, testament or codicil, shall be valid and effectual to pass any land or tenement, or any interest or estate therein, except leases for years held by the devisor without a clause of renewal, unless the same be in writing, on paper or parchment, and signed or sealed by the party who made it, or in his or her behalf by some other person, at his or her request or consent, and in his or her presence, or acknowledged by him or her being already signed or sealed, and unless the said signing, or sealing or acknowledgment, be in the presence of three or more credible witnesses, who shall attest and subscribe it in the presence of the testator or testatrix.

7. No devise of any land or tenement, or any interest or estate therein, shall be valid and effectual, unless the right to the thing devised be in the devisor at the time of executing the will or codicil; provided nevertheless, that any lease for years, held by the devisor at the time of his death, may pass by a general or residuary devise.

8. No devise of any land or tenement, or of any interest or estate therein, (leases for years as aforesaid excepted,) shall be repealed or revoked, changed or altered, otherwise than by some subsequent will or codicil, or other writing, on paper or parchment, signed, or sealed or acknowledged, and attested and subscribed as aforesaid, or by cancelling, burning, tearing or obliterating, the will or codicil containing the devise, by the devisor, or by some other person with his or her direction or consent, and in his or her presence.

9. No will, testament or codicil, shall be valid and effectual to pass any interest in, or right to, any goods, chattel or other thing, or for any purpose whatever, unless the same be in writing as aforesaid, and signed, or sealed or acknowledged, and attested and subscribed as aforesaid, or unless the same be written as aforesaid, and in the hand of the testator or testatrix, or by him or her signed, and found amongst his or her papers or effects, after his or her death, or unless it shall have been by him or her committed, as his or her last will or codicil, to the custody of some other person, and shall be produced for probat, free from any material erasure or interlineation, or proved by the oath of the keeper, to be, at the time of so producing it, in the same state and condition, with respect to the words, figures and characters, as when the keeper received it from the testator or testatrix.

10. Provided nevertheless, that any nuncupative or verbal will, made by a soldier in actual military service, or by a seaman or mariner at sea, for the purpose of disposing of his pay, wages, moveables or personal estate, shall be good and effectual, if the substance of the said will, or the testimony concerning it, shall be reduced to writing within six days after it was made, and if the said writing be exhibited to be proved as a will within two years after making it, and within one year after the death of the said soldier or mariner; but such nuncupative will shall not be good to repeal, alter or change, any will or codicil in writing, made as herein before directed; nor shall it stand good and effectual, in case of any such subsequent will or codicil, made by the party for disposing of the property intended to be disposed of by such nuncupative or verbal will.

11. No devise or bequest, by will in writing, of money, goods, chattels, personal estate, chose in action, or personal right, shall be repealed, revoked, altered or changed, unless by writing, on paper or parchment, by the hand of the testator or testatrix, or by him or her signed, sealed, or acknowledged to be his or her act, in the presence of three or more credible witnesses, or unless there be a subsequent will of the party inconsistent with, or repealing, changing or altering, such devise or bequest, and made in such manner as would be good and effectual to pass goods and chattels, or unless the will containing the devise or bequest be burnt, torn, cancelled or obliterated, by the testator or testatrix, or by some other person by his or her direction or consent, and in his or her presence.