

3. The persons *to whom* it was devised,—for example, that it should be the Mercantile Library instead of the Philadelphia Library.

4. The mode *in which* it was devised,—for example, that the building should or should not be fire-proof, that it should or should not be in a particular locality,* or that the executor should or should not have a discretion to choose the locality.†

As to all of these, of course no parol proof could be admitted without overturning what have become general principles of jurisprudence.‡

Perhaps the strongest instance of the enforcement of the Statute of Wills was the late case in this court of Alter's Appeal, in which a husband and wife made mutual wills, each giving to the other all his and her estate. The evidence was conclusive of the fact that, by mistake, *each signed the other's will*, and yet the wife, who died first, was held to have died intestate, her will not having been "signed by her," and even an act of the Legislature, passed for the purpose, was held insufficient to help the case.

And the most perfect illustration of the *effect* of the statute occurred in the memorable cause before Lord Brougham. The draft will, which had been approved, showed that a line had been omitted in engrossing the will that was signed. Counsel denied the right of the Chancellor even to *look at the draft*, to ascertain whether there had been a mistake. He, arbitrarily, did look at it, and was satisfied there had been a mere mistake by a clerk; but he admitted he could not correct it without repealing the statute which prohibits *proof of the will* of a testator, except by a writing signed at the end.

* "In trust, to select and purchase a lot of ground, not less than one hundred and fifty feet square, situate between Fourth and Fifteenth and Spruce and Race streets, in the city of Philadelphia."—*Testator's Will*.

† "I authorize and allow my executor, under a broad and thoughtful foresight, to increase the size of the lot, and select any situation he may deem most expedient, without regard to any provision of my will or codicils."

‡ And even in this particular case, if such variations had been *in writing*, it would, under the statute of 1855, have been of no effect because made within thirty days of the testator's death. See act of 26th April, 1855, Purdon, 146.