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WILLS-INTEGRATION

Robert L. Sandblom S.Ed.
University of Michigan Law School

WILLS—INTEGRATION—The requirement of formal attestation in the English Statute of Frauds of 1678 and the Statute of Wills of 1837 gave rise for the first time to the necessity of placing all testamentary dispositions in a single document. Prior to these statutes, all that had been necessary was that wills be in writing and exhibit the testamentary intent of the author. Therefore, plural writings, however inconsistent or fragmentary they might have been, were necessarily parts of the will to be given effect. No rules for integration were needed under such loose requirements of execution. Attestation under the Statute of Frauds and the Statute of Wills caused integration to become an indispensable element in the probate of separate sheets of paper as the will of a testator, though no express legislative statement required such integration.[1] This same requirement of formal attestation in America

[1] 9 WIGMORE, EVIDENCE, 3d ed., §2452 (1940).

has compelled the integration of testamentary acts. It remains, however, universally permissible to write a will on several separate pages.[2] There is in no state a requirement that a will be written on a single sheet, although the rules applied to integration vary widely. It would seem clear that a better practice would be for the testator to sign each page, but it is not necessary that either he or the witnesses do so. In fact, wills have been upheld where the attestation clause and the witnesses' signatures were on different sheets from that of the testator's signature, even where space enough existed on the sheet signed by the testator for the attestation clause and the signature of the witnesses; or where the dispositive clauses of the will and the testator's signature were on entirely separate pieces of paper.[3]

That danger exists in the admission to probate of wills written on separate sheets of paper seems to be generally recognized by the courts, but this possibility of alteration, interlineation and substitution is treated with minor concern by the multitude of decisions dealing with integration, and the statutes which give effect to the validity of such wills make no mention of it whatsoever.[4] Therefore, there exists a presumption that the form of a will found at the death of the testator is that in which it was executed. Of course, this is a rebuttable presumption, and the attacking party may show that sheets have been destroyed, rewritten, or transposed.[5]

Helpful to a treatment of integration is a differentiation from the doctrine of incorporation by reference. Unlike incorporation by reference, integration does not require any reference to another sheet sought to be integrated in the executed sheet. The most important role of integration comes into play when there is no reference to earlier sheets, and thus, without integration, they could not be considered as

[2] Sleeper v. Littlefield, 129 Me. 194, 151 A. 150, 71 A.L.R. 518 (1930); 30 A.L.R. 424 (1924); 11 BOST. UNIV. L. REV. 148 (1931); 5 TEMPLE L.Q. 152 (1931); 17 VA. L. REV. 69 (1930); 39 L.R.A. (n.s.) 1060 (1912); 1 PAGE, WILLS §242 (1941).

[3] 10 A.L.R. 422 (1921); Re Estate of Moro, 183 Cal. 29, 190 P. 168 (1920).

[4] In re Swaim's Will, 162 N.C. 213, 78 S.E. 72 (1913); Sleeper v. Littlefield, 129 Me. 194, 151 A. 150 (1930); Covington's Estate, 348 Pa. 1, 33 A. (2d) 235 (1943); 42 MICH. L. REV. 725 (1942); 7 UNIV. DETROIT L.J. 101 (1944); 92 UNIV. PA. L. REV. 217 (1943).

[5] 30 A.L.R. 418 (1924); 28 L.R.A. (n.s.) 270 (1910); 1 PAGE, WILLS §425 (1941); Bond v. Seawell, 3 Burr. 1773, 97 Eng. Rep. 1092 (1765); Hathaway v. Warren, 277 Mass. 161, 178 N.E. 288 (1931); Murphy v. Clancy, 177 Mo. App. 429, 163 S.W. 915 (1914); In re Deyton's Will, 177 N.C. 494, 99 S.E. 424 (1919); Goethe v. Browning, 146 S.C. 7, 143 S.E. 362 (1928); Sleeper v. Littlefield, 129 Me. 194, 151 A. 150, 71 A.L.R. 518 (1930).

part of the will.[6] A further peculiarity of integration is the absolute requirement that all sheets sought to be integrated be present in the same room at the time of execution.[7] It is the general rule that witnesses need not have examined all the pages of the will when it was being executed,[8] and a presumption exists that all sheets were present.[9] By this comment, it is sought to summarize the conditions the courts have placed on integration, and to discuss some of the special problems incident to integrating separate sheets of paper.[10]

I. *Conditions for Integration*

Three criteria are commonly used by the courts in determining whether or not integration is to be permitted. These are (1) physical connection, (2) internal sense connection, and (3) extrinsic evidence permitted to prove the existence at the time of execution, usually in the absence of either physical or internal sense connection. All three are methods by which the court attempts to establish the intent of the testator that these sheets constitute a single will.[11]

1. *Physical connection.* This is the clearest case for permitting several sheets to be integrated, and when the requirements of the particular jurisdiction have been met as to the degree of attachment necessary, integration is always allowed. A connection that does not allow separation is always sufficient; however, a reasonable degree of permanence will be adequate.[12] Among the various forms of attachment that have been approved by the courts, the following are illustrative: the fastening of three papers by eyelets at the top,[13] pasting different sheets together,[14] or even sewing papers together with thread.[15] At-

[6] Cole v. Webb, 220 Ky. 817, 295 S.W. 1035 (1927); Estate of Merryfield, 167 Cal. 729, 141 P. 259 (1914); Sleeper v. Littlefield, 129 Me. 194, 151 A. 150 (1930); In re Swaim's Will, 162 N.C. 213, 78 S.E. 72 (1913); 25 COL. L. REV. 888 (1925).

[7] Bond v. Seawell, 3 Burr. 1773, 97 Eng. Rep. 1092 (1765); Harp v. Parr, 168 Ill. 459, 48 N.E. 113 (1897); Ela v. Edwards, 16 Gray (82 Mass.) 91 (1860); Gass v. Gass, 3 Humph. (22 Tenn.) 278 (1842); Wikoff's Appeal, 3 Harris (15 Pa.) 281 (1850); Sleeper v. Littlefield, 129 Me. 194, 151 A. 150 (1930).

[8] Owen v. Groves, 145 Ga. 287, 88 S.E. 964 (1916); Dearing v. Dearing, 132 Va. 178, 111 S.E. 286 (1922).

[9] See note 5 supra.

[10] This comment does not include the extensive problem involved in the integration of duplicate and partial wills. See 1 PAGE, WILLS §248 (1941); ATKINSON, HANDBOOK OF THE LAW OF WILLS §§140 and 141 (1937).

[11] 17 VA. L. REV. 69 (1930).

[12] Hitchings v. Wood, 2 Moore P.C. 355, 12 Eng. Rep. 1041 (1841); Jones v. Habersham, 63 Ga. 146 (1879); Braddock's Goods, 1 Prob. Div. 433 (1876).

[13] Re Estate of Moro, 183 Cal. 29, 190 P. 168 (1920).

[14] Butler v. Moulton, 42 S.D. 410, 175 N.W. 701 (1920); Lamb v. Lippincott, 115 Mich. 611, 73 N.W. 887 (1898); In re Collins, (N.Y. Surr. Ct. 1879) 5 Redf. Sur. 20.

[15] Barnewall v. Murrell, 108 Ala. 366, 18 S. 831 (1895).

tachment has been made by pinning the sheets together,[16] fastening separate pieces of paper at one side by two metal staples,[17] separate sheets remaining a part of a pencil tablet connected at the top,[18] attaching a codicil and attestation clause with a string,[19] folding foolscap paper together and tying in the form of a book,[20] and the binding of pad pages together by pad glue.[21] Cancelled check stubs in a check book were held to be sufficiently attached by one court,[22] as was the case of a cord or tape being run through an envelope containing a will and the other end being attached by a seal to a "procotol" involved.[23] In many of these cases, internal sense and extrinsic proof contributed to the outcome, but the physical attachment was of prime importance. No matter how permanent the attachment may be, it will be insufficient for integration where it is evident that the testator did not intend the attached paper as a part of his will.[24]

2. *Internal sense connection.* The courts have described this means of discovering the testator's intent variously as the requirement of coherence, internal sense, verbal unity, logical and grammatical sequence, and by a host of other terms. Where there is sufficient internal sense connection to satisfy the particular court, just as in the case of physical connection, all jurisdictions would allow integration. The fact situation in which internal sense may be most easily found is where the sentences or paragraphs on one sheet carry over without interruption to another.[25] A particularly clear case for application of this rule is also found when the testator has consecutively numbered

[16] Braddock's Goods, 1 Prob. Div. 433 (1876); Re Will of Field, 204 N.Y. 448, 97 N.E. 881 (1912); 39 L.R.A. (n.s.) 1060 (1912).

[17] Whitney's Will, 90 Hun. 138, 35 N.Y.S. 798 (1895); Estate of Puckett, 240 Iowa 986, 38 N.W. (2d) 593 (1949).

[18] Owen v. Groves, 145 Ga. 287, 88 S.E. 964 (1916).

[19] Horsford's Goods, L.R. 3 Prob. & Div. 211, 44 L.J. (n.s.) (P.) 9, 31 L.T. (n.s.) 553, 23 Week. Rep. 211 (1874).

[20] Gilman v. Gilman, (N.Y. Surr. 1861), 1 Redf. 354, affirmed in (N.Y. 1862), 38 Barb. 364.

[21] Redden's Will, 185 Misc. 382, 56 N.Y.S. (2d) 751 (1945).

[22] Shoemaker's Estate, (Pa. Orph. 1943), 47 D. & C. 337, 53 Dauph. 324.

[23] Johnston v. King, 250 Ala. 571, 35 S. (2d) 202 (1948).

[24] Keith's Estate, 173 Cal. 276, 159 P. 705 (1916); Baker's Estate, 331 Pa. 33, 200 A. 65 (1938). For cases where the physical connection was held inadequate, see: Bryen's Estate, 328 Pa. 122, 195 A. 17 (1937); Sando's Estate, 362 Pa. 1, 66 A. (2d) 312 (1949); In re Allen's Will, 282 N.Y. 492, 27 N.E. (2d) 22 (1939), reversing 257 App. Div. 718, 15 N.Y.S. (2d) 401, appeal granted 258 App. Div. 836, 16 N.Y.S. (2d) 693, reargument denied 283 N.Y. 643, 28 N.E. (2d) 40.

[25] Stanard v. Miller, 212 Ala. 605, 103 S. 594 (1925); Sleeper v. Littlefield, 129 Me. 194, 151 A. 150 (1930); In re Swaim's Will, 162 N.C. 213, 78 S.E. 72 (1913); Bond v. Seawell, 3 Burr. 1773, 97 Eng. Rep. 1092 (1765); In re Redden's Will, 185 Misc. 382, 56 N.Y.S. (2d) 751 (1945).

the paragraphs or the pages.[26] Other examples of the many cases in which this theory is given support are the following: separate sheets were written in the testator's hand with the same ink, in addition to a grammatical dependence of parts;[27] several sheets were connected inherently by their composition;[28] three sheets were folded together in order, containing respectively the dispositive statements, the specific devices and bequests, and the signatures of the joint testators.[29] The internal sense connection was held adequate where the second and third of three sheets were written nine years after the first and were placed in proper and chronological sequence in an envelope.[30] These specific cases are strongly supported by the great number of cases where the courts simply conclude that there existed continuity and coherence of thought sufficient to permit integration.[31] Of course, physical connection of a sort may have been present in many of these cases, but the internal sense was commanding and determinative in itself.

3. *Extrinsic evidence permitted to prove the existence at the time of execution, usually in the absence of either physical or internal sense connection.* The weight of American authority is in favor of this approach in determining whether or not integration is to be allowed. Oftentimes physical and internal sense connection will be part and parcel of this theory, but the liberal allowance of extrinsic evidence is a marked departure from the mechanical rules of either of the former theories. The variety of cases and fact situations in which the courts have permitted extrinsic evidence is exemplified in the following: one of the witnesses himself took the sheets, folded and fastened them together;[32] witnesses proved two separate sheets as the will of the

[26] Fisher's Estate, 283 Pa. 282, 129 A. 90 (1925); Sleeper v. Littlefield, 129 Me. 194, 151 A. 150 (1930).

[27] Martin v. Hamlin's Exrs., 4 Strob. 188, 53 Am. Dec. 673 (1850).

[28] Hathaway v. Warren, 277 Mass. 161, 178 N.E. 288 (1931).

[29] In re Covington's Estate, 348 Pa. 1, 33 A. (2d) 235 (1944).

[30] In re Dumas' Estate, 34 Cal. 406, 210 P. (2d) 697 (1949).

[31] In re Puckett's Estate, 240 Iowa 986, 38 N.W. (2d) 593 (1949); In re Morrison's Estate, 98 Cal. App. (2d) 380, 220 P. (2d) 413 (1950); Johnston v. King, 250 Ala. 571, 35 S. (2d) 202 (1948); Estate of Merryfield, 167 Cal. 729, 141 P. 259 (1914); Wikoff's Appeal, 3 Harris (15 Pa.) 281 (1850); In re Tyrrell's Estate, 17 Ariz. 418, 153 P. 767 (1915); 14 MICH. L. REV. 522 (1916); Sellards v. Kirby, 82 Kan. 291, 108 P. 73 (1910); 25 COL. L. REV. 879 (1925); 33 HARV. L. REV. 989 (1920); 33 YALE L.J. 793 (1924); 28 L.R.A. (n.s.) 270 (1910). For cases where the internal sense connection was held to be inadequate, see: In re Davis's Estate, 344 Pa. 520, 26 A. (2d) 339 (1942); In re Baldwin's Will, 95 P.L.J. 473, affd. 357 Pa. 432, 55 A. (2d) 263 (1947); In re Sando's Estate, 362 Pa. 1, 66 A. (2d) 312 (1949); In re Fritz's Estate, 102 Cal. App. (2d) 385, 227 P. (2d) 539 (1951).

[32] Jones v. Habersham, 63 Ga. 146 (1879).

testator to which they had attested;[33] the testator handed the separate sheets to the witnesses at the time of subscription.[34] In another case the witness identified the sheets as the original ones where they were not fastened properly together.[35] The facts of one case revealed that neither physical nor coherent sense connection existed, but sufficient credible parol proof of identity was available.[36] Though coherence established separate sheets as one instrument, the court said that identification by oral testimony that all pages were present at the time of execution, or of accompanying circumstances, would also be controlling factors.[37] In still another case, parol evidence established that the testatrix had written two separate papers and enclosed them together in an envelope in her trunk.[38] One court found both physical and coherent connection present, but declared that far more important was the testimony of two competent, disinterested, and unimpeached witnesses.[39] And, finally, where there was no physical or internal sense connection, two witnesses testified that the testator had declared the two pieces of paper as constituting his will.[40] Thus, it is seen from these cases, and others comparable, that the majority of the courts will go beyond the requirement of a physical or internal sense connection, and will permit integration where sufficient extrinsic evidence is present to indicate the intent of the testator.[41]

II. *Special Problems in Integration*

Three special problems arise which are particularly demanding of special consideration. These are (1) the integration of holographic wills, (2) the integration of an envelope as a part of a will, and (3) the problem of integration where statutes require that wills be signed at the end.

1. *The integration of holographic wills.* Of the states where stat-

[33] Martin v. Hamlin's Exrs., (S.C. Ct. of App. and Err. 1850), 4 Strob. 188, 53 Am. Dec. 673; Taylor v. Wardlaw, (N.Y. Surr. 1884) 3 Dem. Sur. 48.

[34] Ela v. Edwards, 16 Gray (82 Mass.) 91 (1860).

[35] Murphy v. Clancy, 177 Mo. App. 429, 163 S.W. 915 (1914).

[36] Cole v. Webb, 220 Ky. 817, 295 S.W. 1035 (1927).

[37] Sleeper v. Littlefield, 129 Me. 194, 151 A. 150 (1930).

[38] Estate of Taylor, 126 Cal. 97, 58 P. 454 (1899).

[39] In re Puckett's Estate, 240 Iowa 986, 38 N.W. (2d) 593 (1949).

[40] Estate of Swendsen, 43 Cal. App. (2d) 551, 111 P. (2d) 408 (1941).

[41] In re Covington's Estate, 348 Pa. 1, 33 A. (2d) 235 (1943); Richardson v. Richardson, (S.C. Equity 1838) Dud. Eq. 184; Palmer v. Owen, 229 Ill. 115, 82 N.E. 275 (1907); Owen v. Groves, 145 Ga. 287, 88 S.E. 964 (1916); In re Deyton's Will, 177 N.C. 494, 99 S.E. 424 (1919); In re Cook's Estate, 113 N.J. Eq. 225, 166 A. 32 (1933), affd. 118 N.J. Eq. 288, 179 A. 259; 99 A.L.R. 551 (1935); In re Kaiser's Estate, 150 Neb. 295, 34 N.W. (2d) 366 (1948).

utes permit holographic wills, the majority require only that the will be written in the hand of the testator, be dated, signed, and intended by the testator as his last will and testament. The striking feature of holographic wills is that no witnesses are needed. However, a signed attestation clause will not invalidate the will, and beneficiaries who have signed may testify as to the will without losing their legacies.[42] Some statutes require that the will be found among the valuable papers or effects of the testator, but in the absence of statute, the will may be deposited anywhere. Thus, it may be seen that there is no requirement of formal attestation and subscription, and though it has been suggested that the imperativeness of having all pieces present at the time of execution becomes moot,[43] the courts which have dealt with the problem would make such presence a prerequisite to integration.

A restriction is placed by some courts on the integration of separate sheets of holographic wills in the requirement that the will be written in a single transaction.[44] However, the view which is better considered, and apparently the weight of authority, would permit any papers the testator intended as a part of his will to be integrated, irrespective of variations in the time and place of making.[45]

Of course, all the rules used in the application of the theories of physical connection, internal sense, and extrinsic evidence to the integration of formally executed wills, likewise apply to the integration of holographic wills with equal, if not greater, force.[46]

Another important phase of the problem of integration of holographic wills is the question of whether or not an envelope containing the holographic writing may be integrated with the enclosed papers as a part of the will. In some jurisdictions the envelope and the separate sheets within are treated as individual pieces of paper and permitted to be integrated.[47] Even in these jurisdictions, it will depend largely on what part of the will appears on the envelope, for if a

[42] In re Morrison's Estate, 98 Cal. App. (2d) 380, 220 P. (2d) 413 (1950).

[43] 17 VA. L. REV. 69 (1930).

[44] Estate of Taylor, 126 Cal. 97, 58 P. 454 (1899); Lagrave v. Merle, 5 La. Ann. 278, 52 Am. Dec. 589 (1850).

[45] In re Morrison's Estate, 98 Cal. App. (2d) 380, 220 P. (2d) 413 (1950); In re Estate of Skerrett, 67 Cal. 585, 8 P. 181 (1885); In re Estate of Merryfield, 167 Cal. 729, 141 P. 259 (1914); Hays v. Marschall, 243 Ky. 392, 48 S.W. (2d) 540 (1932); Druen v. Hudson, 17 Tenn. App. 428, 68 S.W. (2d) 146 (1933); In re Deyton's Will, 177 N.C. 494, 99 S.E. 424 (1919).

[46] In re Morrison's Estate, 98 Cal. App. (2d) 380, 220 P. (2d) 413 (1950); In re Dumas' Estate, 34 Cal. (2d) 406, 210 P. (2d) 697 (1949); In re Estate of Merryfield, 167 Cal. 729, 141 P. 259 (1914); Estate of Swendsen, 43 Cal. App. (2d) 551, 111 P. (2d) 408 (1941); Sleeper v. Littlefield, 129 Me. 194, 151 A. 150 (1930).

[47] Alexander v. Johnston, 171 N.C. 468, 88 S.E. 785 (1916).

statute requires that the testator sign at the end, it seems to be everywhere held that an envelope may not be integrated where all it contains on its face is the signature of the testator.[48] In the absence of a statute, a proper inquiry would seem to be whether the testator intended that his name on the envelope was to be his signature,[49] or only a means of identifying the contents therein.

2. *The integration of an envelope as a part of a will.* Necessarily, in the discussion of holographic wills, the problem of integrating holographic wills and the envelopes containing them has already been considered, but there remains the question of integrating envelopes with formally executed wills. The same rules discussed under the integration of envelopes and their contents in holographic wills apply to formally executed wills, including the requirement that the envelope be present in the same room at the time of execution. In states where statutes require that the testator sign at the end of the will, integration would be denied in formally executed wills as in holographic writings where the testator's signature appears only on the envelope.[50] However, without such limiting statutes, there is authority that extrinsic evidence would be allowed to show the intent of the testator in so affixing his name.[51] Where such proper intent can be found, it seems likely that the attestation clause might appear separately on the envelope, the testator's name might appear alone on the envelope, or even the name of the intended beneficiaries might be found alone thereon.[52]

3. *Where statutes require that wills be signed at the end.* In addition to the previously discussed problem of integrating envelopes with their contents, holographic or formally executed, where a statute requires signing at the end, other difficulties in integration may arise under such a statute. Where it is sought to integrate separate sheets under a statute of this kind, the rule seems to be that the instrument itself must indicate in some manner what the end of the will is to be

[48] In re Poland, 137 La. 219, 68 S. 415 (1915); Succession of Armant, 43 La. Ann. 310, 9 S. 50, 26 Am. St. Rep. 183 (1891).

[49] Alexander v. Johnston, 171 N.C. 468, 88 S.E. 785 (1916).

[50] In re Seiter's Estate, 265 Pa. 202, 108 A. 614 (1919); 33 HARV. L. REV. 989 (1920).

[51] In the Goods of Mann, [1942] Prob. 146, [1942] 2 All E.R. 193; 16 AUST. L.J. 364 (1943); 11 FORDHAM L. REV. 320 (1942); Estate of Bean, [1944] Prob. 83, 60 T.L.R. 418, in which the court distinguished the earlier case of In the Goods of Mann, saying that in the former case it appeared that the intent of the testator was that his name on the envelope be his signature; 18 AUST. L.J. 167 (1944); 9 CAMB. L.J. 126 (1945).

[52] Fosselman v. Elder, 98 Pa. 159 (1881).

in order to permit such integration. This indication may be found in the physical connection of the sheets, the internal sense or coherence of the pages, in a consecutive numbering of the paragraphs or pages, or some comparable method of determination.[53] Apparently in jurisdictions where this rule of signing at the end is in existence, extrinsic evidence of what the testator intended will not be allowed to establish the contemplated order of the sheets involved.[54] This would go only to the enforcement of the rule that the will be signed at the end, however, for it would still be permissible to admit parol evidence for proving that the testator intended these separate sheets as his single testamentary act. It has been suggested that very slight physical or internal sense connection will satisfy the requirement of signing at the end, and the cases seem to indicate that this may be so, declaring the statute satisfied short of the requirements usually set for integration proper.[55]

III. *Conclusion*

It may be fairly concluded that there is a definite liberalizing tendency on the part of the courts as to what evidence may be shown in support of integration. From the purely mechanical tests applied generally in the earlier decisions, the courts have advanced to a position where almost any extrinsic evidence may be submitted to show the intent of the testator. This liberal rule will, of course, be restricted by statutes regulating form and execution, but as has been indicated, slight evidence may satisfy the statutory requirements.

Though the Statute of Wills of 1837 does not specifically deal with integration, it has been seen that the requirement of formal attestation caused the necessity for integration to come to the fore by implication. To circumvent in part the effect of integration of a strict application of the Statute of Wills, certain presumptions were developed at an early time.[56] It is presumed, first, that all the sheets

[53] In re Seiter's Estate, 265 Pa. 202, 108 A. 614 (1919); Wikoff's Appeal, 3 Harris (15 Pa.) 281 (1850); Sellards v. Kirby, 82 Kan. 291, 108 P. 73 (1910); In re Fisher's Estate, 283 Pa. 282, 129 A. 90 (1925); In re Maginn's Estate, 281 Pa. 514, 127 A. 79 (1924); 33 HARV. L. REV. 989 (1920).

[54] Wikoff's Appeal, 3 Harris (15 Pa.) 281 (1850); In re Maginn's Estate, 281 Pa. 514, 127 A. 79 (1924); In re Seiter's Estate, 265 Pa. 202, 108 A. 614 (1919); In re Fisher's Estate, 283 Pa. 282, 129 A. 90 (1925); 33 HARV. L. REV. 989 (1920).

[55] Evans, "Incorporation by Reference, Integration, and Non-Testamentary Act," 25 COL. L. REV. 879 at 888 (1925); ATKINSON, HANDBOOK OF THE LAW OF WILLS §139, p. 329 (1937).

[56] 25 COL. L. REV. 879 at 888 (1925); Barnewell v. Murrell, 108 Ala. 366, 18 S. 831 (1895).

were present at the time of execution, absent contrary showing. Secondly, it is presumed that the will was executed in the form in which it is found to exist at the death of the testator. It may readily be seen that these presumptions give a forceful push toward the second step of allowing integration.

Since the real intent of the Statute of Wills was to prevent fraud in the execution of testamentary instruments, even the most liberal use of extrinsic evidence to establish the real desire of a decedent seems most justified. It has been suggested that the more mechanical tests of physical connection or internal sense would prove a stumbling block only to the very crude and very ignorant forger, in any case where one sheet is substituted for another, and in the absence of fraud, the result is to defeat the actual intent of the testator.[57] Thus, without a revamping of the Statute of Wills to require some absolute form of execution involving a single sheet of paper, the admission of extrinsic evidence in every case to show that the testator meant papers to be integrated would appear reasonably justified. It would seem to be a most desirable outcome if all courts considering the problem of integration in future cases were to abandon the use of exclusively mechanical tests, and would, instead, permit extrinsic proof in every case to show the intent of the testator, whether or not the mechanical tests are satisfied.

Robert L. Sandblom, S.Ed.

[57] 1 PAGE, WILLS §246 (1941).