

way, because a will may be altered by a testator after execution without fraud or wrong. Hence in the case of wills, unattested alterations are as a general rule presumed to have been made after execution, and in the absence of positive evidence that such alterations were made before execution, they will (if important) be presumed to have been made afterwards and will be omitted from probate: *In re Adamson*, 3 P. 253; *In re Horsford*, Ib. 211, R.S.O. c. 128, s. 23. Generally speaking when there are alterations in pencil they will be regarded as merely deliberative, and will be rejected: *In re Hall*, 2 P. 256; *In re Adams*, Ib. 367; *In re Wyatt*, 2 Sw. & Tr. 494. But in *Re Tonge*, 66 L.T. 60, a printed revocation clause in a testamentary paper struck out with pencil was omitted from the probate because the testator had enclosed the document in a sealed envelope with instructions that it was to be opened at the same time as his will, so that the court was satisfied that the pencil mark had been made before the execution of the will and therefore gave effect to it, as also *In re Sykes*, 3 P. 26.

In the absence of any evidence that words written over erasures in a will were so written before the execution of the will, or codicil, if any, probate is granted with blanks wherever erasures occur, if the words erased cannot be ascertained: *Doherty v. Dwyer*, 25 L.R. Ir. 297. Where the words erased are still discernible they should be included in the probate: *Re James*, 1 Sw. & T. 238; *Jeffrey v. Cancer Hospital*, 57 L.T. 600; *In re Greenwood*, (1892) P. 7. Where however the words interlined and unattested were unimportant single words, each of which was required to complete the sentence to which it belonged, and they were apparently written with the same ink and at the same time as the rest of the will the court held that it was not bound to presume they were made after execution and included them in the probate: *In re Cadge*, L.R. 1 P. 543; *In re Hindmarch*, Ib. 307.

As is well known testators sometimes avail themselves of their wills as a vehicle for the abuse or vituperation of other people and efforts have been made to omit from probate abusive expressions contained in wills. Such expressions can hardly be classed under the head of mistakes or defects, nevertheless attempts have been made to exclude them from probate.

In a note to the case of *Re Whartnaby*, 4 N.C. 476, it is said that cases were mentioned in which Sir William Wynne and Sir John Nicholl had allowed offensive passages in a will to be struck