of the bedroom door, where he could and did hear and see all that was said and done in the bedroom.

I therefore think, with great respect, that the learned Judge was wrong in excluding from consideration the important evidence of Martin, on the ground that he was not present, and could not have seen or heard what he relates.

The case is, therefore, not a question between William alone on the one side, and the two witnesses on the other, as treated by the learned Judge, but between William and Martin on the one side, and the two witnesses on the other.

While very great weight is to be given to the opinion of the learned Judge, who saw and heard the witnesses, and also to the fact that McFadden was disinterested, while all the others were more or less interested in the result of the action, yet I think that, assuming that they are all honestly telling what they believed to be the truth, and particularly having regard to what I think was an error by the learned Judge in excluding all consideration of Martin's evidence, we are in the same position as the learned Judge in considering the case, and bound to form an independent judgment upon the question, which is, what upon the evidence is the most probable conclusion of fact?

With great respect I think that conclusion is in favour of the due execution of the will.

The will is in all respects in proper legal form. The signature of the testator is undoubted. It is a strong vigorous signature, nowise different from other signatures of his made in health, and which could hardly have been made by a person in a reclining position. The witnesses admit they signed it on a small table standing by the bed. The attestation clause signed by the two witnesses declares that it was signed by the testator in the presence of both of them who in his presence and at his request subscribed their names in presence of each other. Now I think all this affords an overpowering presumption in favour of the due execution, and when we add to this that one of the witnesses thinks that, before he signed it, the attestation clause was read over to him, the case is presented of two persons asserting that the statements in a paper which they signed sixteen years before were not true. No doubt, as the learned Judge says, the occasion was an impressive one; but beyond that it was not a matter in which either of the parties was otherwise interested, and it is common experience how much, after so many years, the details of an occurrence in which one is not interested, fade from the memory. I think it most improbable that William, who was in the habit of drawing wills, and who