

impossible to suppose that Mad. Lacombe, his daughter, and the other daughters, would have allowed them to act thus, unless they were satisfied he could not be in better hands. There is nothing unreasonable in the dispositions of the codicil under the circumstances. The *formule* for the codicil was obtained in this way. Mr. Bourdages, the law student mentioned above, was at the house when the deceased asked him to procure this *formule*. When he was leaving the house, one of the nieces reminded him of this, and told him not to forget it. This showed that they knew that Col. Boucher wanted to make a change in his will, and that they wished him to have a *formule*. The codicil, in the shape of a *projet*, was taken to Guillet, the testator's notary, by Mad. Cloutier, and he said it was all right. The notary is not certain whether it was completed at this time. There are some other circumstances, not necessary to be detailed, which go to establish that these ladies knew what was going on, though it does not appear that they knew the exact nature of the change. But as a matter of common sense and of law, it is not sufficient to justify the charge of exercising undue influence, that they knew what was going on. The Court must be very careful in branding legatees with fraud, and with exercising undue influence, and especially is care to be taken in a case like this. These old ladies, themselves staggering into the grave, were most devoted in their attention to the deceased, they waited upon him like nurses, and performed offices about his person which his children would not do, and from which even servants recoiled. Was this all hypocrisy? Was there no affection, no religion in all this? There is nothing unreasonable in the legacy as a reward for all the devotion displayed by these old ladies. There is another circumstance worthy of notice. The codicil was found among the testator's papers after his death. The nieces left the house the same night that he died. Now, if they had procured the making of a codicil which gave them such an important share in the estate, would they not have been likely to remain? They left because they were treated with insult by the children, but would they have had such a scrupulous sense of what was due to their

sense of self-respect, if they were persons capable of the conduct with which they are charged? The Court has come to the conclusion that the allegations of the plaintiffs are utterly unfounded. The accusation of forgery is infamous and discreditable to the parties who made it.

The fourth charge is that these ladies robbed and plundered the deceased to the extent of £3000. This is a grave charge, but there is not an iota of proof that they ever took one copper. There are two circumstances that show how slender a foundation exists for the charges. Two candlesticks were missing, and it was said that these ladies had taken them. It turns out, however, that Mr. Boucher, son of deceased, had borrowed them. Then it was said there was a deficiency of \$60 in their accounts. But it appears that the same son had received \$50, and Mad. Cloutier paid Judge Mondelet's travelling expenses, \$12, so that the balance is really in their favor. *Ab uno disce omnes*. This accusation of robbery is totally and absolutely unfounded.

The last point is whether the testator had a right to will or not. The Court has nothing to do with that point in this case. It has to declare the codicil genuine, that the testator was *compos mentis*; that there was no undue influence exercised; and that the defendants have not been guilty of robbery of money or goods. The action, therefore, must be dismissed with costs.

The following is the judgment recorded:

Considérant que les dits demandeurs n'ont point fait preuve des allégués de leur action, ou demande en cette cause; considérant que les défenderesses ont légalement fait preuve de tous les allégués essentiels de leur exception péremptoire en droit à la dite action; vu l'écrit sous seing privé ou le codicile olographe, produit en cette cause, par les demandeurs:

Considérant qu'il résulte de la preuve en cette cause que le dit testament ou codicile olographe, ci-dessus cité et rapporté et portant la date du 12 Janvier, 1861, a été entièrement fait, écrit et signé par le dit François Xavier Boucher, que la signature "Frs. Boucher" qui se trouve au bas du dit testament ou codicile olographe, est de l'écriture et signature du dit Boucher, et que le dit testament ou codicile est