

Louisiana's Statutory Will: The Role of Formal Requirements

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likely be correct. The distinction could lie in the quality of the materials, the expertise of the maker, or the overall nature of the fabricator's business. In such an area of the law, dogmatic classifications and mechanical tests should be avoided.

The two traditional tests of our law, principal value and intent of the parties, provide a sound vehicle for proper determination of the nature of the contract. Through their interplay, they can provide a reliable determination of the essence of the contract. It is to be hoped that courts passing on similar questions in the future will more carefully develop and elaborate the peculiar facts of the case. It is even conceivable that the present case could be justified by a more complete factual determination. As reported, however, *Kegler's, Inc. v. Levy* only confuses an already uncertain area of our law.

John Franklin Weeks

LOUISIANA'S STATUTORY WILL:
THE ROLE OF FORMAL REQUIREMENTS

The attestation clause of the contested statutory will¹ was dated "October____, 1966." Finding no general principle at either civil or common law which required that testaments be dated, the supreme court reasoned that unless specifically required by statute the date of execution need not be included in the instrument. The court *held*,² that the testament was a valid statutory will because, when a statutory will is incompletely dated, the date of execution may be established by ordinary proof. *Succession of Gordon*, 257 La. 1086, 245 So.2d 319 (1971).

By creating the statutory will,³ the legislature established

1. Provided for under the terms of LA. R.S. 9:2442-2443 (Supp. 1964), commonly referred to as the Louisiana Wills Statute.

2. Justice Barham authored the majority opinion with one justice concurring, two justices concurring in the decree, one justice dissenting, and one justice recused.

3. LA. R.S. 9:2442 (Supp. 1964): "In addition to the methods provided in the Louisiana Civil Code, a will shall be valid if in writing (whether typewritten, printed, mimeographed, or written in any other manner), and signed by the testator in the presence of a notary public and two witnesses in the following manner:

"(1) In the presence of the notary and both witnesses the testator shall signify to them that the instrument is his will and shall sign his name on each separate sheet of the instrument. If, however, the testator declares that he is not able to sign his name because of some physical infirmity, express mention of his declaration and of the cause that hinders him from

a form of testament similar to the statutory will which exists in varying forms in all of the common law states.⁴ The statutory will, while less technical than the testamentary forms provided by the Civil Code, has adequate safeguards against fraud, deception, undue influence, and imposition.⁵ Since it may be drawn up by the notary out of the presence of the testator,⁶ this form of testament readily lends itself to the recital of lengthy dispositions, and to use by persons who are hospitalized. Secrecy of the dispositions may be preserved because it is not necessary that the will be read aloud in its entirety when executed.⁷ The relatively few formal requirements prevent misuse, and facilitate the use of the statutory will as a testament adaptable to all purposes.

The courts, in keeping with this legislative intent, have generally been liberal in their construction and application of the statute.⁸ This liberal attitude is illustrated by three general principles of construction that the courts have applied to statutory wills. First, in order to implement the wishes of the testator, the validity of a testament is maintained if at all possible.⁹ Second, a statutory will is valid so long as it is in "substantial compliance" with the formal requirements set out in the statute.¹⁰ Third, the courts refuse to impose requirements for validity not

signing his name must be made in the act, and he shall then affix his mark on each separate sheet of the instrument.

"(2) The notary and both witnesses must sign their names at the end of the will in the presence of the testator and in the presence of each other.

"(3) The foregoing facts shall be evidenced in writing above the signatures of the notary public and witnesses and the testator at the end of the will. Such declaration may be in the following form or a form substantially similar thereto: 'Signed on each page (or if not signed by the testator, the statement of his declaration that he is not able to sign his name and of the physical cause that hinders him from signing) and declared by testator above named, in our presence to be his last will and testament, and in the presence of the testator and each other we have hereunto subscribed our names on this _____ day of _____, 19____.'"

4. Comment, 28 TUL. L. REV. 288 (1954), and authorities cited therein.

5. Oppenheim, *The Testate Succession*, 36 TUL. L. REV. 1 (1961); Comment, 28 TUL. L. REV. 288 (1954); Note, 20 LA. L. REV. 610 (1960); Note, 9 LOYOLA L. REV. 128 (1958).

6. Succession of Chopin, 214 So.2d 248 (La. App. 4th Cir. 1968); Succession of Guildry, 160 So.2d 759 (La. App. 3d Cir. 1964).

7. Succession of Barriau, 148 So.2d 836 (La. App. 4th Cir.), *writ refused*, 244 La. 203, 151 So.2d 493 (1963).

8. The supreme court commented on this liberal construction of the statute in Succession of Morgan, 257 La. 380, 242 So.2d 551 (1971).

9. Succession of Morgan, 257 La. 380, 242 So.2d 551 (1971); Succession of Thibodeaux, 238 La. 791, 116 So.2d 525 (1959).

10. Succession of Morgan, 257 La. 380, 242 So.2d 551 (1971).

expressly provided in the statute.¹¹ While not susceptible of precise definition, these principles nevertheless offer some guidelines to the reasoning of the courts.

The statute establishes two general requirements for the validity of a statutory will. First, the will must be written.¹² Any form of writing will suffice. This requirement is consistent with Louisiana's general policy of refusing to recognize oral testamentary dispositions.¹³ Second, all parties to the execution of a statutory will (the testator, notary, and attesting witnesses) must be literate.¹⁴ In its original form the statute required only that the parties be able to read. Reacting to what was perhaps an overly liberal interpretation of this requirement by the courts,¹⁵ the legislature amended the statute in 1964 to require that the testator know how to sign his name, and that the witnesses know how to and physically be able to sign their names.¹⁶

In addition to these two basic requirements, Louisiana courts have interpreted the statute to require five other elements essential to the validity of a statutory will:

1. *The testator, notary, and witnesses must sign in the presence of each other.* In the first case¹⁷ to reach the Louisiana Supreme Court concerning a statutory will, it was held that failure to comply with this provision is fatal to validity.
2. *The testator must signify to the notary and witnesses that the instrument is his will.*¹⁸ This signification need not be verbal, and apparently any act that conveys the intent of the testator will suffice as a non-verbal signification.¹⁹

11. *Woodfork v. Sanders*, 248 So.2d 419 (La. App. 4th Cir. 1971); *Succession of Suarez*, 219 So.2d 1 (La. App. 4th Cir. 1969); *Succession of Guidry*, 160 So.2d 759 (La. App. 3d Cir. 1964); *Succession of Barriou*, 148 So.2d 836 (La. App. 4th Cir.), *writ refused*, 244 La. 203, 151 So.2d 493 (1963).

12. LA. R.S. 9:2442 (Supp. 1964).

13. LA. CIV. CODE art. 1576.

14. LA. R.S. 9:2442-2443 (Supp. 1964).

15. *Succession of Anderson*, 159 So.2d 776 (La. App. 3d Cir. 1964) (will of testator who did not know how to write held valid); *Succession of Butler*, 152 So.2d 239 (La. App. 4th Cir.), *writ refused*, 244 La. 688, 153 So.2d 882 (1963) (same).

16. La. Acts 1964, No. 123, § 1.

17. *Succession of Pope*, 230 La. 1049, 89 So.2d 894 (1956).

18. LA. R.S. 9:2442 (Supp. 1964); *Succession of Morgan*, 257 La. 380, 242 So.2d 551 (1971); *Howard v. Gunter*, 215 So.2d 222 (La. App. 3d Cir. 1968).

19. *Succession of Chopin*, 214 So.2d 248 (La. App. 4th Cir. 1968); *Succession of Guidry*, 160 So.2d 759 (La. App. 3d Cir. 1964).

3. *The testator must sign each separate sheet of the instrument.*²⁰ The testator's mark in place of his signature is acceptable only if the testator knows how to sign his name, but some physical infirmity prevents him from doing so.²¹ If such is the case, the testator must declare that he is unable to sign, and the document must contain express mention of the testator's declaration and the cause which prevents him from signing.²² Assistance given to the testator to enable him to sign will not render a statutory will invalid unless there is some evidence of force or coercion.²³ The 1964 amendment requiring that express mention be made of a physical infirmity does not apply when assistance is given to the testator in signing unless the testator is totally unable to sign his name in any manner and is forced to make his mark.²⁴
4. *There must be an attestation clause.*²⁵ The attestation clause serves as a "certificate which certifies the facts and circumstances attending execution" of the will.²⁶ Although *Succession of Gordon* presents a question as to which facts and circumstances must be included in the attestation clause, there is no doubt that there must be an attestation clause and that the clause must be substantially similar to the suggested form set out in the statute.²⁷
5. *The testator, notary, and witnesses must sign at the end*

20. *Land v. Succession of Newsom*, 193 So.2d 411 (La. App. 2d Cir. 1966).

21. La. R.S. 9:2442 (Supp. 1964); *Succession of Chopin*, 214 So.2d 248 (La. App. 4th Cir. 1968).

22. La. R.S. 9:2442 (Supp. 1964).

23. *Succession of Guildry*, 160 So.2d 759 (La. App. 3d Cir. 1964); *Succession of Anderson*, 159 So.2d 776 (La. App. 2d Cir. 1964); *Succession of Barriou*, 148 So.2d 836 (La. App. 4th Cir.), *writ refused*, 244 La. 203, 151 So.2d 493 (1963).

24. *Succession of Broussard*, 210 So.2d 539 (La. App. 4th Cir.), *writ refused*, 252 La. 837, 844, 214 So.2d 161, 164 (1968).

25. *Howard v. Gunter*, 215 So.2d 222 (La. App. 3d Cir. 1968); *Succession of Michie*, 183 So.2d 436 (La. App. 2d Cir.), *writ refused*, 249 La. 118, 185 So.2d 529 (1966).

26. *Succession of Eck*, 233 La. 764, 773, 98 So.2d 181, 184 (1957); *Succession of Reeves*, 224 So.2d 502, 504 (La. App. 3d Cir.), *writ refused*, 254 La. 812, 227 So.2d 146 (1969); *Succession of Wilson*, 213 So.2d 776, 779 (La. App. 2d Cir.), *writ refused*, 253 La. 56, 216 So.2d 305 (1968).

27. *Howard v. Gunter*, 215 So.2d 222 (La. App. 3d Cir. 1968); *Succession of Michie*, 183 So.2d 436 (La. App. 2d Cir.), *writs refused*, 249 La. 118, 185 So.2d 529 (1966).

of the will below the attestation clause.²⁸ The statute could be construed to require the signature of the testator both at the end of the dispositive provisions of the will and again at the end of the attestation clause. However, this contention was rejected in *Succession of Nourse*. The end of the will is that part which follows the testamentary dispositions,²⁹ so that the statutory requirements are met if the will is arranged so that the dispositions are followed by the attestation clause, which is followed by all the signatures. The statute implies that the testator must sign first, but there is no requirement that his signature appear above the others.³⁰

Although the meanings of some of the terms used in the statute are not clear, the jurisprudence has resolved most of these ambiguities.³¹ The only requirement for validity that has escaped precise definition is the requirement that the attestation clause be "substantially similar" to the form of the statutory model. In *Gordon* the supreme court applied the standard of "substantial compliance" and found that the complete date was not a necessary element of the attestation clause. In order to determine whether the attestation clause of a statutory will is in "a form substantially similar" to the suggested statutory model, it is necessary to identify the essential elements of the

28. *Succession of Nourse*, 234 La. 691, 101 So.2d 204 (1958); *Succession of Eck*, 233 La. 764, 98 So.2d 181 (1957); *Succession of Wilson*, 213 So.2d 776 (La. App. 2d Cir.), writ refused, 253 La. 56, 216 So.2d 305 (1968); *Succession of Broussard*, 210 So.2d 589 (La. App. 4th Cir.), writ refused, 252 La. 837, 844, So.2d 529 (1966).

29. *Succession of Eck*, 233 La. 764, 98 So.2d 181 (1957); *Succession of Peterson*, 240 So.2d 39 (La. App. 2d Cir.), writ refused, 257 La. 175, 241 So.2d 532 (1970); *Succession of Chopin*, 214 So.2d 248 (La. App. 4th Cir. 1968).

30. *Succession of Reeves*, 224 So.2d 502 (La. App. 3d Cir.), writ refused, 254 La. 812, 227 So.2d 146 (1969); *Succession of Suarez*, 219 So.2d 1 (La. App. 4th Cir. 1969).

31. *Succession of Eck*, 233 La. 764, 98 So.2d 181 (1957) ("end of the will"); *Land v. Succession of Newsom*, 193 So.2d 411 (La. App. 2d Cir.), writ refused, 250 La. 262, 195 So.2d 145 (1968) ("separate sheet"); *Succession of Guidry*, 160 So.2d 759 (La. App. 3d Cir. 1964) ("signify"); *Succession of Butler*, 152 So.2d 239 (La. App. 4th Cir.), writ refused, 244 La. 668, 153 So.2d 882 (1963) ("signed"). Apart from statutory interpretation, the validity of many wills turns on the answers to questions of fact which determine whether the formal requirements have been met. See, e.g., *Succession of Thibodeaux*, 238 La. 791, 116 So.2d 525 (1959) (whether testatrix was literate); *Succession of Pope*, 230 La. 1049, 89 So.2d 894 (1956) (whether parties signed in the presence of each other); *Succession of Chopin*, 214 So.2d 248 (La. App. 4th Cir. 1968) (whether testatrix declared that she was unable to sign); *Succession of Guidry*, 160 So.2d 759 (La. App. 3d Cir. 1964) (whether testatrix signified that the instrument was her will).

attestation clause. Obviously, only the omission of an essential element would be fatal to validity.

In examining the literal language of the statute, it should first be noted that R.S. 9:2442 is divided into three numbered paragraphs.³² The first two paragraphs set forth the procedure to be followed during the actual execution of the will, while the third paragraph requires that the will have an attestation clause, and it provides a suggested form for that clause.

R.S. 9:2442(1) and (2) contain three elements essential to the execution of a valid statutory will, each of which also appears in the suggested form of the attestation clause. These three elements are: (1) a declaration that the testator declared to the notary and witnesses that the instrument was his will, (2) a declaration that the instrument was signed by the testator on each sheet, and (3) a declaration that the parties signed in the presence of each other.

R.S. 9:2442(3) requires that the "foregoing facts" be evidenced in the attestation clause. The "foregoing facts" are the three above-mentioned elements which appear in R.S. 9:2442(1) and (2). The use of the word *shall* makes the inclusion of these facts mandatory.³³ The declaration required by R.S. 9:2442(3) *may* be in the suggested form or in "a form substantially similar thereto."³⁴ The form suggested by the statute includes the three elements mentioned in R.S. 9:2442(1) and (2), and then adds a fourth element—the date. The date of execution is not mentioned in R.S. 9:2442(1) and (2), and thus it is not a "foregoing fact." Since the statute provides only that "foregoing facts" shall be evidenced in the declaration, the date *may* be included, but by the literal terms of the statute the date is not mandatory.³⁵

Although there may be considerable debate over the meaning of the term "substantially similar," no express legislative

32. For complete text of LA. R.S. 9:2442 (Supp. 1964), see note 3 *supra*.

33. LA. R.S. 1:3 (1950) provides: "The word 'shall' is mandatory . . ."

34. *Id.*: "[T]he word 'may' is permissive."

35. *The Work of the Louisiana Appellate Courts for the 1962-1963 Term—Successions and Donations*, 24 LA. L. REV. 184, 186 (1964): "Words are generally understood in their most usual signification, and it is a cardinal rule of statutory construction that legislative intent must primarily be ascertained from the language used and not from conjecture *altunde*, and that it is only where the statute is of doubtful meaning that resort can be had to elements beyond the words of the statute."

mandate that the attestation clause be dated can be found within the vague outlines of this term. Had the legislature intended that the date be an essential element of the attestation clause it could have accomplished this purpose by either mentioning the date in R.S. 9:2442(1) and (2), thus making it a "foregoing fact," or by requiring that the suggested attestation form be mandatory. This was not done and as a result the statute does not require, by its terms, a date.³⁶

While the language of the statute may indicate that the first three elements of the suggested form of the attestation clause are mandatory for validity of the will, Louisiana courts have held only two of these elements to be essential. First, the attestation clause must contain a declaration that the parties have signed in the presence of each other.³⁷ Second, there must also be a declaration in the attestation clause evidencing that the testator signified to the notary and the witnesses that the instrument is his will.³⁸

Although a literal interpretation of the statute makes it apparent that a declaration that the will has been signed on each separate sheet is essential to the attestation clause, the court in *Succession of Babin*³⁹ held that it was not necessary that the attestation clause contain such a declaration if in fact the testator has signed each separate sheet. According to the *Babin* decision, "[t]he Courts are more inclined to find substantial compliance when the mischief against which the statute was enacted is not present."⁴⁰ If it is proper, as was done in *Babin*,

36. *Contra*, *The Work of the Louisiana Appellate Courts for the 1969-1970 Term—Successions and Donations*, 31 LA. L. REV. 223, 231 (1971).

37. *Howard v. Gunter*, 215 So.2d 222 (La. App. 3d Cir. 1968).

38. *Id.*; *Succession of Pickett*, 189 So.2d 670 (La. App. 1st Cir. 1966); *Succession of Saarela*, 151 So.2d 144 (La. App. 4th Cir. 1963); *Succession of Barrieu*, 148 So.2d 836 (La. App. 4th Cir.), *writ refused*, 244 La. 203, 151 So.2d 493 (1963). In *Succession of Morgan*, 257 La. 380, 242 So.2d 551 (1971), the attestation clause did not contain a specific statement that the testatrix had declared the instrument to be her will. In keeping with its traditionally liberal construction of the statute, the supreme court held that the attestation clause need only "reflect" that such declaration was made.

39. 215 So.2d 649 (La. App. 1st Cir. 1968).

40. *Id.* at 654. In *Succession of Eck*, 233 La. 764, 98 So.2d 181 (1957), which was the second case decided concerning the Louisiana statutory will and the first case to uphold the validity of a statutory will, the supreme court cited a New York case, *In re Mackris' Estate*, 68 Misc. 46, 124 N.Y.S.2d 891 (1953), in support of the principle that "courts are more inclined to find substantial compliance when the mischief against which the statute was enacted is not present." This standard became more firmly established when the supreme court cited *Mackris' Estate* a second time in *Succession of Nourse*, 234 La. 691, 101 So.2d 525 (1958). Since that time the standard of

to refuse to require that elements which, according to the statute, are clearly essential to a valid attestation clause be included in the testament, *a fortiori*, elements which are not clearly required by the statute need not be included in the attestation clause. This position was taken in *Succession of Suarez*;⁴¹ there the court determined that only those requirements preceding subparagraph (3) of the statute must be evidenced by the attestation clause, and went on to state that "[the courts] cannot impose any additional formal requirement."⁴² In *Gordon* the court affirmed *Suarez* by holding that, as a nonessential element of the attestation clause of a statutory will, the date of execution is not required in order for the testament to be valid.⁴³ Extensive research has revealed no Louisiana decision prior to *Gordon* which even implies that the date of execution is an essential element of the attestation clause.⁴⁴

Although neither the statute nor the jurisprudence make the date a formal requirement for validity of a statutory will, it is still necessary to determine whether some general principle at either common or civil law necessitates inclusion of the date of execution in order for a testament to be valid. The Louisiana Wills Statute had as its origin similar statutes existing in all of the common law states.⁴⁵ It is well settled at common law that, in the absence of an express statutory requirement, the date of execution is not essential to the validity of a statutory will.⁴⁶

The Louisiana Civil Code provides four types of testaments: nuncupative by public act,⁴⁷ nuncupative under private signature,⁴⁸ mystic,⁴⁹ and olographic.⁵⁰ In order to be valid under the Civil Code, a will must meet the requirements of one of these

substantial compliance and the holding of *In re Mackris' Estate* have been permanently ingrained into the Louisiana jurisprudence interpreting the statutory will. Numerous other decisions such as *Succession of Babin*, 215 So.2d 649 (La. App. 1st Cir. 1968), which also cited *In re Mackris' Estate*, have been based upon this principle first adopted in *Succession of Eck*.

41. 219 So.2d 1 (La. App. 4th Cir. 1969).

42. *Id.* at 2.

43. *Accord*, *Woodfork v. Sanders*, 248 So.2d 419 (La. App. 4th Cir. 1971).

44. For a source indicating that a date would be essential to validity of a statutory will in Louisiana, see Comment, 28 TUL. L. REV. 288, 295 (1954).

45. Comment, 28 TUL. L. REV. 288 (1954), and authorities cited therein.

46. *Id.* at 295.

47. LA. CIV. CODE arts. 1578-80.

48. *Id.* arts. 1581-83.

49. *Id.* arts. 1584-87.

50. *Id.* arts. 1588-89.

four forms.⁵¹ Of the forms provided in the Code, only the olographic expressly requires a date.⁵²

The French Civil Code, which contains no counterpart to Louisiana's nuncupative will under private signature, establishes only three forms of wills: nuncupative by public act, mystic, and olographic; only the olographic will must be dated. However, all other testaments must also be dated in order to be valid, not because of any formal requirement peculiar to testaments, but because of general law requiring that all notarial acts be dated.⁵³ Louisiana has enacted no similar legislation. It may be argued that the redactors of the Louisiana Civil Code, like the French redactors, intended that all forms of testaments be dated; however, no such express legislation was adopted and if the courts were to adopt such a rule now they would only be expressing a policy, not interpreting legislation. Various arguments have been explored that could be advanced to support such a rationale, but as one writer pointed out, "all this is extraneous to the question presented for adjudication in the *Gordon* case . . ."⁵⁴ He concluded that the statute required, by its terms, a complete date. Admittedly, this is a question about which reasonable men might differ, but the court's determination that "substantially similar" does not require a complete date seems correct.

As a matter of general policy, and as a practical aid in determining questions of testamentary capacity and relative order of execution, all testaments should be dated. But when the statute contains no express provision requiring a date, and if there are no questions of capacity or order of execution raised, there is little reason for not holding a testament valid and thus fulfilling the wishes of the testator. In cases where the date of

51. *Id.* art. 1590: "It suffices, for the validity of a testament, that it be valid under any one of the forms prescribed by law, however defective it may be in the form under which the testator may have intended to make it."

52. LA. CIV. CODE art. 1588 requires that the olographic will be "entirely written, dated and signed by the hand of the testator" in order to be valid. (Emphasis added.)

53. 10 AUBRY ET RAU, DROIT CIVIL FRANÇAIS n° 664 (6th ed. 1954) in LAZARUS, 3 CIVIL LAW TRANSLATIONS § 664, at 127 (1969).

54. Professor Carlos E. Lazarus in *The Work of the Louisiana Appellate Courts for the 1969-1970 Term—Successions and Donations*, 31 LA. L. REV. 223, 231 (1971). See also 10 AUBRY ET RAU, DROIT CIVIL FRANÇAIS n° 664(3) (6th ed. 1954), in LAZARUS, 3 CIVIL LAW TRANSLATIONS § 664(3), at 127 (1969): "Provisions regulating the form of one kind of testament must not be extended to testaments of another kind."

execution is an issue and it is not established by the instrument, the date may be established by ordinary proof. Just as witnesses may be called upon to prove that the testator signed the document claimed to be his will,⁵⁵ they may also be called upon to prove when he signed the instrument.⁵⁶

Perhaps the single most valid conclusion that can be drawn from *Succession of Gordon* is that the statutory will has substantially altered the role played by form in the Louisiana law of testate successions. Before the enactment of the Louisiana Wills Statute, the Civil Code imposed a rigid standard of form on all testaments. Any deviation from the prescribed forms caused a will to be declared null.⁵⁷ The courts' interpretation of the statutory will has relegated form to what many writers consider to be its rightful place—a means to an end, not an end in itself.⁵⁸ Formal requirements imposed upon testaments should be a vehicle which protects the testator and those inheriting under him from imposition, fraud, and undue influence. When none of these evils are present, form has served its function and the testament should not be struck with nullity.⁵⁹

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55. LA. CODE CIV. P. art. 2887.

56. For statements concerning the functions of witnesses, compare *Succession of Wilson*, 213 So.2d 776 (La. App. 2d Cir.), writ refused, 253 La. 56, 216 So.2d 305 (1968) and *Succession of Reeves*, 224 So.2d 502 (La. App. 3d Cir.), writ refused, 254 La. 812, 227 So.2d 146 (1969) with *Succession of Morgan*, 257 La. 380, 242 So.2d 551 (1971).

57. LA. CIV. CODE art. 1595: "The formalities to which testaments are subject by the provisions of the present section, must be observed; otherwise the testaments are null and void."

58. Oppenheim, *The Testate Succession*, 36 TUL. L. REV. 1 (1961); Note, 45 TUL. L. REV. 205 (1971); Note, 32 TUL. L. REV. 521 (1953); Note, 15 LOYOLA L. REV. 362 (1969). See also Comment, 28 TUL. L. REV. 238 (1954); Note, 20 LA. L. REV. 610 (1960).

59. 10 AUBRY ET RAU, DROIT CIVIL FRANÇAIS n° 664(2) (6th ed. 1954) in LAZARUS, 3 CIVIL LAW TRANSLATIONS § 664(2), at 127 (1969), enunciates the basic principle that "provisions relative to the formalities of testaments must be interpreted in conformity with the particular purpose that the legislation intended to achieve in regulating the form of each kind of testament." See *The Work of the Louisiana Appellate Courts for 1968-1969 Term—Successions and Donations*, 30 LA. L. REV. 197, 203 (1970), which suggests that in regard to the Louisiana statutory will "the evident purpose for the formalities required is to prevent substitution of the document prepared by, or under the direction of, the testator." Therefore, in light of these civilian principles, so long as formalities have been complied with to the extent that such substitutions are prevented, the testament should be held valid because the formal requirements have served their purpose.