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16. — Whenever a writing is required by law, it is not necessary that it be written by the person or persons from whom it is required, or by the parties to it, but it must bear their signature.

17. — In so far as circumstances admit, the provisions of this Code concerning the validity of contracts apply to anything which may create, modify or extinguish an obligation.

*ILLUSTRATION.* — Although not included in this Code, wills may create, modify or extinguish an obligation. In so far as circumstances admit, the provisions of this Code concerning the validity of contracts apply to wills.

*I.* — A makes a will in favour of B, stating in it that he makes it only because B is a near relation to A's dead wife. After the death of A it turns out that B is no relation to A's dead wife. A's will was made under a mistake as to an essential element. A's will is voidable.

*II.* — A makes a will in favour of B because B fraudulently made A believe that C, a nearer relation to A, was already dead. It turns out after A's death that C is still living. A's will is vitiated by B's fraud and is voidable.

*III.* — A makes a will in favour of B under B's duress. A's will is vitiated by B's duress and is voidable.

*IV.* — A makes a will bequeathing his property to an association not authorized by law. The object of the will is unlawful : the will is void.

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