

The Attestation Clause of a Will

In legal language, attestation is the act of witnessing the signing of a contract or other written instrument at the request of another party. When a document must be witnessed to be valid, as is the case with a Last Will & Testament, it may conclude with something referred to as the attestation clause.

How the Attestation Clause Works

In a will, the attestation clause certifies that the document was completed in a legal manner and executed in front of the required witness. An experienced [NYC estate planning lawyer](#) can help if you have questions about the attestation clause in a will.

The Witness

An attesting witness is someone who signs a document to prove it, and to identify himself/herself as the witness to its execution. The witness is named by the parties to the document.

The Language

The attestation clause should state how the document is to be made and proved, its effects on the witness, and its effect upon any involved parties. For example, the typical attestation clause to a will, reads as such:

Signed, sealed, published and declared by the above named A B, as and for his last will and testament, in the presence of us, who have hereunto subscribed our names as the witnesses thereto, in the presence of the said testator, and of each other.

The Purpose

An attestation clause strengthens a legal instrument, such as a will or deed, by presuming that any statutory requirements have been satisfied. However, the

clause must be signed by witnesses in order to be effective. Without the required signatures, there may be a presumption that the will is incomplete.

The Exceptions

Generally speaking, an attested document must be proved by the subscribed witness. There are certain exceptions, however, including if the attesting witness:

- Is deceased
 - Has a conflict of interest
 - Resides out of the court's jurisdiction
 - Has been declared insane
 - Is now married to the the party offering the instrument
 - Swears he/she did not witness the execution of the document
 - Refuses to testify
 - Is blind

In situations where the document cannot be proved by the attesting witness, the court may allow secondary evidence to be given. But sickness and other temporary situations are not valid reasons for failure to procure a witness; for secondary evidence to be considered, the inability to obtain witness testimony must be absolute.

Contact Lissner & Lissner LLP Today

If you have questions about the attestation clause in a will or deed, or you need help with any aspect of estate planning, the skilled legal team at Lissner & Lissner LLP can help. Our highly-skilled lawyers and other professionals have extensive experience in all areas of estate planning, from updating a simple will to establishing complex trusts.

When it comes to building wealth and leaving a legacy, having skilled counsel by your side is an essential part of the process. Contact Lissner & Lissner LLP today at [\(212\) 307-1499](tel:2123071499) for a consultation about your case.