this will until you saw it lately? A.: "Until I saw it." Q.: "And the details of the execution of it are still in the clouds to you?" A.: "Yes." Q.: "You couldn't pretend to say what took place so long ago?" A.: "I am satisfied it is correctly executed in the usual way." Q.: "Do I understand you cannot fix your mind as to the sitting down and executing it?" A.: "I don't know." Q.: "From your methods and knowledge of the law you knew it was properly done?" A. "Yes, and my signature." Q.: "Not from recollection of what actually took place, but what you see on paper?" A.: "What is on the paper."

The learned Judge then referred to the following authorities: Cooke's Prob. Prac., 5th ed. (1866), 61; Jarman on Wills, 5th ed., 91; Taylor on Evidence, 8th ed., 905; *Doe* v. *Davies*, 9 Q.B. 648, 650; *Crawford* v. *Curragh*, 15 U.C.R. P. 55 (in which the attestation clause was similar to that in the present case); *Re Young*, 27 O.R. 698; *Little* v. *Aikman*, 28 U.C.R. 337.

It is worthy of remark and observation that in this case Mr. Colquhoun, a solicitor of long standing and of the best reputation, is one of the witnesses to the execution of the will by the testator Samuel Miller. Mr. Colquhoun drafted the will, got his clerk to engross it, leaving the date blank, which was afterwards filled in by Mr. Colquhoun in his own handwriting. I hold that the will is properly executed.

[No evidence was offered as to the second objection.]

As to the third and last objection, that it was revoked by the testator in his lifetime by the act of tearing off his signature. There is no doubt that the signature was torn off by the testator with the intention of revoking the will, under the belief that he had made a subsequent and a valid will. This subsequent testamentary instrument is put in as exhibit "C;" it contains a clause revoking all former wills, etc., by him at any time theretofore made, and would doubtless have had such effect, but it is invalid on account of its having only one witness. The testator, however, had no intention in tearing off his signature of dying intestate, which would be the effect if he had revoked the will of 1889 absolutely.

Mr. Boomer, who drew this void will, says that after having signed it, the testator said "he supposed it (the other will) might as well be destroyed," to which he, Boomer, assented. Mrs. Alexander Miller says: "After Mr. Boomer left I went into deceased's room; he asked me to put his papers away; he asked me if I ever read a will, I answered "No"; he said he had willed his property in this 1889 will to his daughter, now to-day he had deeded it to her, and he had made a new will, and I took this 1889 will, and he said perhaps my husband had never read a will, that perhaps it might help him. I handed it to him, and he then tore his name off. He said the will that I had locked up took the place of that one. I had locked up the 1891 will in a dressing-case in his bed-room."

It is laid down in Jarman on Wills, 5th ed., 119-20, "When the act of destruction is connected with the making of another will so as fairly to raise the inference that the testator meant the revocation of the old to depend upon the efficacy of the new disposition intended to be substituted, such will be the legal effect of the transaction, and therefore, if the will intended to be substi-