done *animo revocandi*, though, had it been otherwise, the will would have been revoked. The learned judge cited three cases as deciding that the erasure or cutting off of the signature of an attesting witness would effectually revoke a will, if done with that intention. It is worth while consulting the authorities to see whether, as regards erasure, this really is the law at the present day.

The 6th section of the Statute of Frauds enacted "that no devise in writing of any lands, tenements, or hereditaments, nor any clause thereof, shall be revocable otherwise than by some other will or codicil in writing, or other writing declaring the same, or by burning, cancelling, tearing, or obliterating the same by the testator himself, or in his presence and by his directions and consent." Under this section an obliteration of one part of a will was decided to be a revocation *pro tanto* only, and the unobliterated portion remained in force, whereas a very slight act of tearing *animo revocandi* operated to revoke totally, *Bibb* v. *Thomas*, 2 W.Bl. 1043; and even the obliteration of words governing the entire instrument, as the signature of the testator or an attesting witness, were held to revoke the will *in toto;* this will would have governed the case before Mr. Justice a'Beckett had the Statute of Frauds remained in force, but in 1837 the Imperial legislature deliberately altered the law.

By 1 Vict., c. 26, s. 20 (identical with s. 18 of the Victorian Wills Act), "no will or codicil, or any part thereof, shall be revoked otherwise than as aforesaid (*i.e.*, by marriage), or by another will or codicil executed in manner hereinbefore required, or by some writing declaring an intention to revoke the same, and executed in the manner in which a will is hereinbefore required to be executed, or by the burning, tearing, or otherwise destroying the same by the testator, or by some person in his presence and by his direction, with the intention of revoking the same," and by s. 21 (s. 19 of our Act) "no obliteration, interlineation, or other alteration made in any will after the execution thereof shall be valid or have any effect, except so far as the words or effect of the will before such alteration shall not be apparent, unless such alteration shall be executed in like manner as hereinbefore is required for the execution of the will . . ."

Cancellation and obliteration are therefore taken out of the catalogue of revocatory acts, and the only question to investigate is whether such an obliteration as also involves a slight physical diminution of the document is governed by s. 20 or s. 21 of the Imperial Act. It may be said that the 21st section applies only to alterations made with the intention of modifying a will, but it is submitted that, reading the two sections together, Parliament has intended that revocations under s. 20 can only be effected by actions designedly effecting a physical violence to the document, and that an Act which seeks to qualify or nullify its legal effect by changing or obscuring any portion of its language, although by the use of a penknife there may be what the late Sir Charles Butt called a "lateral cutting," is merely void under s. 21.

In every case, however, there must be an *animus revocandi*, and it may be permissible to look at the nature of the words cut out in order to learn whether the "destruction" was done with the intention of modifying or revoking the instrument, or altogether accidentally. Mr. Justice a'Beckett laid stress upon what