simply that she had revoked a legacy previously given by her will to G., as she literally cut the name of G., whom she had appointed as an executor, out of the will with a pair of scissors. The testatrix, it seems, was G.'s mother-in-law, and some disagreement had taken place between G. and his wife. Mr. Justice Butt held that there had been only a partial revocation, and that the will was entitled to probate in the form in which was found at the testatrix's death. It would have been better for G. if his name had never been in the will at all, as, though notice had been given to him by direction of the judge, he was not allowed his costs on the application for probate. In the Goods of Maley, 57 L.T., Rep. N.S., 500, 12 P.Div., 134, the facts were somewhat similar. A testator appointed C. and M. trustees and executors of his will, and gave a legacy to C. if he should act as trustee. The testator and C. quarrelled, and legal proceedings took place between them. The former told a friend that he had cut "that rascal C." out of his will with a pair of scissors, and on his death it was discovered that the portion relating to appointment of executors and the legacy to C. had been cut off, the cut-off piece being found in the bag containing the will. The president expressed his opinion that by cutting out this part of the will the testator had revoked the legacy to C. and the appointment of executors. In the Goods of Henrietta Morton, 57 L.T., Rep. N.S. 501, 12 P.Div., 141, the testatrix erased, apparently with a penknife, the signatures of herself and the attesting witnesses. Mr. Justice Butt said, "I have no doubt about this case. When a person sets to work to scratch out he actually cuts away the paper. What this testatrix did may be regarded as a literal cutting out. The paper is not pierced, but the signatures are scratched away. I think the will has been revoked." On the other hand, a subsequent erasure of their own initials by the witnesses to the will of a dying man was held by the president to be no revocation in *Margery and Layard* v. *Robinson*, 57 L.T., Rep. N.S. 281, 12 P.Div., 8. In that case the witnesses, having duly attested a card on which the wishes of the testator, elicited from him with some difficulty, were written, thought that they had undertaken too great a responsibility, and erased their initials, telling the testator that they did not consider it a will, but only a memorandum. They said that the testator gave signs of assent to all this. The distinction between an erasure by the testator and by the witnesses is obvious, as the former has the power to revoke the will, the latter have not. Sir James Hannen, in delivering judgment, said: "Whether they (*i.e.*, the witnesses) thought it to be a valid will or a memorandum is immaterial. The function of witnesses to a will is simply to authenticate the testator's signature, and, this being done, their opinions or beliefs or intentions are irrelevant. I am further of opinion that the subsequent erasing of attestation by the witnesses is immaterial." His lordship, however, pronounced against the card on the ground that that the testator's mark was in the middle of the will instead of "at the foot or end thereof." In the Goods of Gosling, 11 P.Div., 79, the testator obliterated the whole of a codicil, including his own signature, and the subscription of the attesting witnesses, by means of thick black ink marks, and wrote at the bottom of it, signed by himself and two witnesses, the words "we are witnesses to the erasure of the