not prevail, especially where the contract was not merely executory, but executed in the whole or in part, and the parties could not be restored altogether to their original position. In the case we are now considering the Court of Appeal acted upon and extended this principle, holding that it lay upon the defendant to prove not only his insanity, but also that the plaintiffs knew of it at the time the contract was entered into. The Master of the Rolls (Lord Esher), in giving judgment, said: "I take the law of England to be that when a person enters into a contract, and afterwards alleges and proves that he was so insane at the time that he did not and could not know what he was doing, the contract, whether it be executed or executory, is as binding upon him and to the same extent as if he had been perfectly sane at the time unless he can prove that the party who is endeavouring to enforce the contract knew at the time the contract was made that he was insane, and so insane as not to know what he was about." He then referred to the form of the plea of insanity in use for many years before the passing of the Judicature Acts, which averred knowledge on the part of the plaintiff, and added: "The law is proved by the form of the plea. . . If that be so, it lies on the defendant here to prove not only his insanity, but that the plaintiff knew of it at the time of the contract. It follows, therefore, that the issue upon which the jury in the present case disagreed was a material issue which the defendant was bound to prove, and, consequently, the judgment ought not to have been entered for the defendant." Lord Justice Fry expressed himself in very similar terms: "There has been engrafted upon the whole rule," he observed, "this single exception, that where a defendant can show that at the time he entered into a contract he was *non compos mentis*, and that this was known to the other contracting party, there, and there only, is he allowed to set the contract aside." It must, therefore, be taken to be established that, in order to avoid a contract upon the ground of the insanity of the defendant at the time he entered into it, it is necessary for him to show that his insanity was at the time known to the plaintiff. The burden of proving both the insanity and the plaintiff's knowledge of it lies entirely upon the defendant, and there is no distinction in this respect between executed and executory contracts.—*Law Journal.*

REVOCATION OF WILLS.—A singular point arose a short time ago on an application to Mr. Justice a'Beckett; see *In the Will of John Murphy*, 4 A.L.T. 11. The testator had executed his will in the presence of Mr. Considine, a Catholic clergyman, and Ann Murphy, a beneficiary under it. Shortly afterwards Mr. Croker, the doctor, entered, and saw that one of the attesting witnesses was interested in the will. At his suggestion the testator acknowledged his signature, and thereupon Mr. Croker, in the testator's presence, erased Ann Murphy's name, leaving nothing more of it than a few illegible marks, and then signed his own name in the presence of the testator and Mr. Considine. The latter, however, did not re-sign, and consequently there was no valid re-execution. The will, accordingly, as attested by Ann Murphy, was admitted to probate, the court deciding that the erasure of the attesting witness' name was not