discretion of a judge who had deprived a successful party of costs, on the ground that the existence of "good cause," upon which the right to exercise the discretion depends, is a question of fact. This Lord Coleridge conceives to be a mischievous interference with the discretion of the judges of first instance, and instead of its being a question of fact, and therefore appealable, he considers it to be a mere question of opinion. We venture to doubt the propriety of an inferior tribunal undertaking to criticise the decisions of a superior court at all, and certainly we do not think Lord Coleridge has set a very praiseworthy example in either the manner or temper in which his criticisms are couched. How would Lord Coleridge like to see the judgments of his own court criticised in a similar strain by, say, a Judge of a County Court? Would the spectacle be edifying, or for the public good? What seems to have roused the ire of the Chief Justice was the fact that one of the judges in appeal had said that "the proper *order* for the Court of Appeal to make is to *allow* the Chief Justice, with the expression of their opinion, to exercise his discretion as to the costs of the action." "Such language," he says, "speaks for itself; nor is it, perhaps, worth the time it has taken to mention it."

WILL—REVOCATION—OBLITERATION OF CODICIL—R. S. O. c. 106, s. 22.

Turning now to the cases in Probate Division, the first case we think it necessary to notice is *In re Gosling*, 11 P. D. 79. In this case the testator had obliterated the whole of a codicil, including his signature, by thick black marks, and at the foot of it had written the words signed by himself and two witnesses: "We are witnesses of the erasure of the above," and it was held that this constituted a valid revocation of the codicil, and that the words above mentioned were "a writing declaring an intention to revoke."

WILL—ATTESTATION.

In *Re Leverington*, 11 P. D. 80, a will was propounded which was attested by two witnesses, but one of the witnesses had, at the testator's request, signed her husband's name instead of her own, the husband not being present. It was held that the attestation was invalid, and probate was refused.

WILL—UNDUE INFLUENCE.

In *Wingrove* v. *Wingrove*, 11 P. D. 81, Sir James Hannen laid down the law that to establish undue influence sufficient to invalidate a will, it must be shown that the will of the testator was coerced into doing that which he did not desire to do; and the mere fact that in making his will he was influenced by immoral considerations does not amount to such undue influence so long as the dispositions of the will express the wish of the testator.

DEVISE OF INCUMBERED AND UNINCUMBERED ESTATES—TENANT FOR LIFE—INTEREST—REPAIRS.

Turning now to the reports in the Chancery Division, we think *In re Hotchkys*, *Freeke* v. *Calmady*, 32 Chy. D. 408, deserving of a brief notice. A testatrix devised to trustees "all my real and personal estate upon trust, at their discretion to sell such parts thereof as shall not consist of money," and out of the proceeds to pay her debts, etc., and invest the residue; and further provided that the trustees should "stand possessed of such real and personal estate, moneys and securities," upon trust to pay the rents, interest, dividends and annual produce thereof," to T. during her life, with a clause of forfeiture on alienation, and after the death of T. she gave her "real and personal, and the securities" in which the same might be invested to V. C. absolutely. At the death of the testatrix she was entitled to the P. estate, which was unincumbered. Some time after her death a remainder in fee to which she was entitled in the B. estate, which was subject to mortgages made by prior owners, fell into possession. This estate was out of repair, and the income, though sufficient to pay the interest on the mortgages, was inadequate to make the repairs. The Court of Appeal held that the will did not create a trust for conversion, but only gave the trustees a power of sale; that the trustees had no power to apply the rents of the P. estate in making repairs on the B. estate, to the prejudice of the tenant for life, though the court if applied to would sanction the doing of such repairs as were expedient, on terms which would be equitable as between the tenant for life and the remainderman. The court further held (in this respect reversing Bacon, V.C.,) that the tenant for life was not at liberty to accept the devise of the P. estate and refuse the other.