An attempt to designate in a savings bank-book who should be entitled to money deposited after the death of the depositor, held invalid under this section. The act of 1892, ch. 169—see section 325—does not apply to a testator dying prior to its adoption. Remington *v.* Metropolitan Bank, 76 Md. 548. And as to a joint savings bank account payable to the survivor, see Metropolitan Bank *v.* Murphy, 82 Md. 320.

This section is subject to the provisions of section 334—see notes thereto. History of this section. The use of the word "bequest" in the first line of this section referred to as showing that that word may refer to real estate. Lindsay *v.* Wilson, 103 Md. 265.

The act of 1798, ch. 101, sub-ch. 1, section 4, did not embrace leasehold property. Origin of this section. What is included in "lands and tenements"? Devecmon *v.* Devecmon, 43 Md. 346. And see Holzman *v.* Wager, 114 Md. 322.

The fact that a paper can not operate as a will because not properly witnessed, does not affect the question of whether the paper constitutes a valid contract. Cover *v.* Stem, 67 Md. 453.

The act of 1884, ch. 293, placed the execution of wills of real estate and personal property on the same footing. Tabler *v.* Tabler, 62 Md. 615. And see Brengle *v.* Tucker, 114 Md. 602.

History of this section as enacted by the act of 1884, ch. 293, and as changed by the code of 1888. (See section 325). Remington *v.* Metropolitan Bank, 76 Md. 548; Western Maryland College *v.* McKinstry, 75 Md. 190; Hooper *v.* Creager, 84 Md. 252 (dissenting opinion).

Cited but not construed in Campbell *v.* Porter, 162 U. S. 47.

1904, art. 93, sec. 318. 1888, art. 93, sec. 311. 1860, art. 93, sec. 302. 1798, ch. 101, sub-ch. 1, sec. 4. 1884, ch. 293.

324. No will in writing devising lands, tenements or hereditaments, or bequeathing any goods, chattels or personal property of any kind, as heretofore described, 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 direction and consent; but all devises and bequests so made shall remain and continue in force until the same be destroyed by burning, cancelling, tearing or obliterating the same by the testator or by his direction, in manner aforesaid, unless the same be altered by some other will or codicil in writing or other writing of the devisor signed as hereinbefore said in the presence of two or more witnesses declaring the same.

The orphans' court has jurisdiction over matters concerning the *factum* of the will, such as whether certain erasures were intentionally made, and whether the testator at the time he made them was of sound mind; *contra*, as to matters affecting the construction of the will. (See also, notes to section 235). Home for Aged *v.* Bantz, 106 Md. 149.

A will can not be revoked or altered by a parol declaration, but only as set out in this section. Byers *v.* Hoppe, 61 Md. 211; Sewell *v.* Slingluff, 57 Md. 548; Wittman *v.* Goodhand, 26 Md. 106.

Parol testimony, although not excepted to as required by article 5, section 36, will not be given effect so as to revoke a will contrary to this section. Lowe *v.* Whitridge, 105 Md. 189.

The destruction of a will in the presence of a testator, or even by him, will not amount to a revocation unless he understanads the nature and effect of the act, and performs it voluntarily with an intent to revoke. Rhodes *v.* Vinson, 9 Gill, 169; Semmes *v.* Semmes, 7 H. & J. 388.

The word "clause" as used in this section, construed. What amounts to "revocation"? Distinction between revocation and transmutation. History of this section. Erasures and obliterations. Eshbach *v.* Collins, 61 Md. 498.