The collision took place in April, 1878, and the action was not instituted until January 8th, 1889. The defendants set up by their defence that since the collision there had been important changes of interest in the ownership of the vessel; that it had been frequently at ports within the jurisdiction since the collision; and that by reason of the plaintiff's laches in bringing the action the defendants were not now in a position to produce proper evidence to establish their defence; and they claimed that it was unjust and inequitable that the plaintiffs should be allowed to continue the action, and that the plaintiff's claim was barred by their delay in prosecuting it. Sir James Hannen, P., held that there was no Statute of Limitations applicable, and that no period of limitation had been laid down by judicial decision, and that the principle the Court was guided by in such cases was to look to the particular circumstances of each case and see whether it would be inequitable, taking the lapse of time, the loss of witnesses and evidence, and the change of property, etc., into account, to entertain a suit of the kind or not. He therefore allowed the action to proceed; subsequently by consent the action was stayed on the terms of the defendants paying to the plaintiffs one-half the damages sustained, and a reference was directed to ascertain the amount. The registrar fixed the amount at £1504 12s. 9d., with interest at 4 per cent., from the 1st May, 1878, until paid. The defendants then appealed against the allowance of interest, but Sir Charles Butt, P., upheld the registrar's finding on that point, holding that according to the rule in admiralty cases the damages for a collision bore interest from the date of the collision until paid.

PRODUCTION OF DOCUMENTS—DOCUMENTS IN POSSESSION OF SOLICITOR.

O'Shea v. *Wood* (1891), P. 237, was an action to propound a will. The defendants applied to compel the plaintiff to produce documents in the possession of her solicitor, who had also been solicitor for the testatrix, and which documents were private books, etc., of the solicitor, containing entries and memoranda relating to the testatrix and her affairs. The application was refused by Jeune, J., as also an application to permit the administrator *ad litem*, to inspect and take copies of them for the defendants.

PROBATE—WILL—MISTAKE—NAME WRONGLY INSERTED AS LEGATEE—GRANT OF PROBATE OMITTING NAME OF LEGATEE.

In the goods of Boehm (1891), P. 247, an application for probate of a will with the omission of a name, which had been inserted by mistake, was made to Jeune, J. The testator had given directions for his will, and among other legacies he directed that two sums of £10,000 each should be set apart to be settled for his two daughters, Georgiana and Florence. By the mistake of the conveyancing counsel, Georgiana was named in the will as the legatee of both sums, and the name of Florence was omitted altogether—who was consequently left apparently unprovided for. An epitome of the will had been read to the testator, and it was clear he had signed it under a mistake; the engrossment had never been read over. Counsel for Georgiana consented to the proposed omission. Jeune, J., granted probate omitting the name of Georgiana as legatee of one sum of £10,000, leaving it for a court of construction to say how the will should be construed with that omission.