"That, the attention of your Committee having been called to the heavy and unnecessary costs incident to the processes of distress and the sale of effects, the costs and charges relative to distress for rent in cases above the limit regulated by the Act should be subject to taxation by the Registrar of the County Court or other proper officer.

"That the time a bailiff may remain in possession under a distress may, at the request of the tenant and on his giving security for the costs, be increased from five to fifteen days, and that in such case no sale shall take place sooner, except at the request or with the consent of the tenant; also, that at the desire of the landlord, or of the tenant, the goods of the tenant may be removed for sale to public auction rooms or some other fit place.

"That appraisement previous to sale may be omitted, and that bailiffs should be approved by the County Court Judge of the district in which they act, and be subject to removal by him for extortion or misconduct.

"Your Committee are of opinion that, so far as possible, the above recommendations should be embodied in a Bill and laid before Parliament."—*Times.*

RECTIFYING MISTAKES IN WILLS.

The case of *Morrell* v. *Morrell* is of importance, as showing how mistakes occasionally creep into a will, and interesting as an example of the refined distinctions to be found in the law on the subject. The broad result of the case is, that a will by which on the face of it the testator disposed of forty shares in a company was admitted to probate with the word 'forty' omitted wherever it occurred, with the effect of disposing of four hundred shares, being all which the testator had. The decision barely stated is likely to produce some surprise. A will which is not ambiguous in any sense, but which in the clearest words bequeaths one thing has been made to bequeath another. The word 'forty' is held to have found its way into the will by mistake; and although it has all the sanction of the signature of the testator and of the attestation of the witnesses, it has been disregarded. On the other hand, it was clear that the testator meant to deal with all his shares, amounting to 400, and his instructions to his solicitor were express on this head. Sympathy is all on the side of the decision; so that, if the omission of the word 'forty' can be reconciled with general legal principles, the lawyer will have a leaning to adopt that course.

John Morrell, the testator, was a Liverpool provision merchant, who had converted his business into a limited company, of which he was the chairman, and in which his four nephews, who had before taken part in the business, were employed. He had 400 'B shares,' fully paid up, and, in instructing Mr. William Alfred Jevons, his solicitor, to prepare his will, he directed that all his B. shares should be given to his four nephews. A draft was prepared in which the words 'all my B. shares' were used in dealing with the shares bequeathed to the nephews. The draft was sent to London to be settled by counsel. The counsel, it is stated, 'inadvertently' inserted the word 'forty' after 'my,' so that the bequest was of 'all my forty shares.' The counsel does not appear to have been called as a witness, and it is difficult to see how he could have put in the word 'forty' by inadvertence. Why 'forty,' of all numbers in arithmetic? In all probability he knew from some source the number of the shares belonging to the testator and confused forty with four hundred. It is remarkable that this matter was not more fully investigated, as, in Sir James Hannen's opinion, much turned upon it. When the will was engrossed for execution Mr. Jevons read it, and noticed the word 'forty;' but it did not occur to him that the insertion was material. Whether he knew the number of the testator's shares does not appear; but he probably did. When the will was executed, it was not wholly read over to the testator. In summing up to the jury Sir James Hannen told them in effect that if words were left out, there was plainly no remedy, and if words were put in by fraud they could plainly be discarded; but the case in which one man employs another to make his will for him, and that person inserts a word by mistake, was intermediate. The main question left to the jury was whether the mistake consisted in putting in the 'forty' or in omitting the 'four hundred,' the judge plainly intimating his opinion that in the latter case the accident could not be cured. The jury in result found that the words 'forty' repeated several times were inserted by mistake; that the mistake consisted in the insertion of the words; that the testator did not know of the insertion of the words; that the will was not read over to him; and, lastly, that he meant his nephews to have all the shares. This last finding was immaterial, as the question was one of form and not of intent, and the learned judge took time to consider his judgment, as it was sup-