re Anderson, 39 L.J.P. 55 ; but see *In re Stedman*, 6 P.D. 205 ; *Re Reade* (1902) P. 75 ; and a clause inserted per incuriam in a paper executed by the deceased and for which he had not given any instructions and of the existence of which clause he was ignorant was omitted from the probate : *In re Duane*, 2 Sw. & Tr. 590

The late Mr. Justice Butt in recent years in two cases undertook to correct a clerical error which appeared in a will and which was proved to have been made in the engrossment by mistake in copying by not only striking out the erroneous word but, also by substituting the word intended to be used. *In re Bushell* (1890) 13 P.D. 7, he substituted for the word 'British' the word 'Bristol' as the designation of an infirmary intended to be benefited by the will ; and in *Re Huddleston* (1890) 63 L.T. 255, it was proved that when the draft of the will was read over to the testator the word 'including' was altered by his direction to 'excluding,' and it was believed at that time that the alteration so made in the draft was correctly copied in the engrossment, and the latter was duly executed by the testator under that belief. It was found after his death that the word had been altered in a different part of the will through a clerical error. The executors applied to have the word altered by mistake restored as it stood before the alteration, and also to alter the word 'including' to 'excluding' as was intended by the testator. Butt, J., granted the first part of the application but refused the latter.

In the later case of *Re Reade* (1901) P. 190, Jeune, P.P.D., struck out the word 'revenue,' which had been inserted in the will by mistake for the word 'residue,' but he declined to insert the word 'residue,' and held that the cases of *Re Bushell* and *Re Huddleston*, supra, were not to be followed; and that though the court might strike out a word it could not properly substitute any other.

With regard to obliterations, interlineations or other alterations appearing on the face of the will, these, if made after the execution of the will, are void unless affirmed in the margin or otherwise by the signature of the testator and the attestation of witnesses : *Greville* v. *Moore*, 7 P.C. 320, and although in a deed the presumption of law is that obliterations, interlineations or other alterations appearing on it have been made before execution because they could not be made otherwise without fraud, and the law will not presume fraud. Yet in the case of wills the presumption is the other