In *Harter* v. *Harter*, L.R. 3 P. 11, an attempt was made to get rid of the word "real" whereby a residuary clause was limited to "real estate" instead of the testator's personal estate as was intended, and as was provided in the original instructions, but it was unsuccessful, because it appeared that the draft will had been left with the testator, and, on his suggestion, some alterations made in it, but not in the words of the residuary clause. Sir James Hannen said "I think it is not in the power of the court to supply words accidentally omitted from a will." In his opinion the Wills Act admits of no qualification and every part of a will must under its provisions be duly signed and attested as thereby provided, and he cites with approval Williams' Exors, 6th ed. 345, to the effect that the court has no power to correct omissions or mistakes by reference to the instructions in any case to which that statute extends. See also *Guardhouse* v. *Blackburn*, 1 P 109.

As a general principle where there is a variation between the draft and the executed will the latter must govern and the court will not decide that it is contrary to the intention of the testator, except on the clearest proof of the real intentions of the deceased and that the mistake or defect has happened either by some fraud practised on him, or by some act of commission contrary to his intention on the part of the person with whom he advised. In some of the older cases the Probate Court seems to have gone much farther than the later cases would warrant. Thus where a will consisting of thirty-three sheets numbered 1 to 19 and 21 to 34 (no. 20 being omitted by mistake) and the sense being imperfect, the court admitted to probate the sheet thus accidentally omitted: *Travers* v. *Miller*, 3 Add. 226; but see *Treloar* v. *Lean*, 14 P.D. 49; *Rees* v. *Rees*, 3 P. 84. So where in a draft will in the testator's own handwriting he had bequeathed £5,000, part of a sum of £60,000, to a nephew Richard Bayldon, but in the will as executed this bequest was omitted and no other disposition made of the £5,000 and the residue of a specified amount was bequeathed as if the bequest had been made, the court granted probate with the legacy in question of £5,000 to Richard Bayldon supplied: *Bayldon* v. *Bayldon*, 3 Add. 232, but this seems opposed to *Nathan* v. *Morse* and *Sandford* v. *Vaughan*, already referred to, and was before the Wills Act and would probably not now be followed. References in testamentary papers by mistake to prior revoked wills have been rejected: *Re Whatman*, 34 L.J.P. 17; *In*