conviction in the minds of these simple sons of the soil that all lawyers are sharpers and require close watching. But notwithstanding this, they find it necessary to employ the rogues occasionally. An elderly agriculturist, owning a fine farm not far from here, being in need of a legal adviser, called at my office, and requested me to draw his will. After receiving his instructions, I prepared the document and read it over to him. I had apparently hit off exactly what he wanted, as, after hearing it read over twice, and seeming to understand it perfectly, he signed it and left it with me for safe keeping. Two or three days afterwards I was astonished by a visit from a brother of my client, who appeared to be somewhat excited, and accused me of attempting to secure his brother's property by drawing his will to suit myself. Of course I indignantly denied any such intention, and asked for an explanation. It appeared that after leaving my office my client had begun to think over the terms of the will, and it had suddenly struck him that, to the best of his recollection, he had signed a document leaving his farm to his son, "his heirs, executors, and *advisers*." The more he thought of it, the surer he became that the wicked lawyer had sharked him, and would inherit all his property after his death, as his *adviser*. So he hastened off to his brother and laid the case before him, and he immediately came to me with the accusation I have mentioned. I soon cleared the matter up by producing the will and showing my excited friend that the word really used was "*administrators*." Peace and confidence were restored, and my reputation was saved for a time.

BANK—ERROR IN ACCOUNT DISCOVERED AFTER TWENTY YEARS.—In *Goodell v. Brandon National Bank*, a recent case in the Supreme Court of Vermont, it appeared that the plaintiff, in 1868, drew a check payable to himself on the defendant bank, in which he was a depositor, in writing, for $900, but in the corner, by mistake, set forth $1,900 in figures. Such check was charged against him at $1 900, and, in bringing the present suit in April, 1889, he claimed that he did not discover the overcharge of $1,000 until that time. Two defences were raised: estoppel *in pais* and the Statute of Limitations. The trial court directed a verdict for defendant upon the undisputed facts. The Supreme Court, on appeal, passed on both of such defences, and said:

1. It appears that the plaintiff kept a deposit book, which he frequently had written up by the defendant, on which occasions it returned the checks which he had drawn since the account was last written up on his deposit book. In about four weeks after the claimed overcharge, the plaintiff had the defendant write up his account in his deposit book. On this occasion he was charged on this check the sum of $1,900, and the check was returned to him. To establish an estoppel *in pais*, it must appear from uncontroverted facts that the defendant has been put to material disadvantage by the neglect and delay of the plaintiff in making the discovery; or that in reliance upon the fact that the charge truly represented the sum paid, it has taken, or neglected to take, some action, or lost some right which would be to its benefit. Nothing of the kind appears from the facts certified in the record. The long delay has doubtless deprived