

## CHAP. XXVIII.

Where  
"money"  
means general  
personal  
estate except  
part.

"Money"  
when strictly  
construed.

Unless for-  
bidden by  
the context.

v. *Lady Lennard* (m), where the testatrix, after giving the residue of all her money, referred to it afterwards as "cash," this was held to restrict the meaning of the word to money strictly so called.

It sometimes appears from the context that the testator means by "money," not the whole of his general personal estate, but all except a certain part of it. Thus, in *Barrett v. White* (n), Kindersley, V.-C., said that the testatrix by "money" meant all her personal estate other than plate, furniture, horses, carriages, &c. *Hart v. Hernandez* (o) was a similar case. So in *Lloyd v. Lloyd* (p) a direction to pay debts, &c., out of "money" was held to throw them primarily on the testatrix's personal estate other than the leaseholds and furniture, which were particularly referred to. And in *Re Townley* (q) it was held that a gift of "all my moneys" passed the general personal estate other than the furniture; part of the furniture was specifically bequeathed; as to the rest of it there was an intestacy.

But in cases which do not fall within any of the rules above referred to, the word "money" is strictly construed, thus in *Lowe v. Thomas* (r) a testatrix bequeathed to A. "the whole of my money" for his life, at his death to be divided between B. and C.; then followed trifling specific bequests to B. and C., with a final sentence declaring that the longest survivor of them was to become "possessor of the whole money"; it was held that a sum of stock did not pass by this bequest.

And if the context shows that the word "money" is used in its strict sense, it will not receive the more extended construction, merely on the strength of even an expressed intention to dispose of all the estate. Thus, in *Ommanney v. Butcher* (s), where a testator, after commencing his will in the following form: "I, A. B., considering in what manner I should have my fortune disposed of, in case of my death, do make this my will:"—bequeathed numerous stock and a few money legacies; and after disposing of some books and other specific articles, he directed

(m) 34 Bea. 487.

(n) 24 L. J. Ch. 724. *Glendening v. Glendening*, 9 Bea. 324, appears to have been decided on the same principle, but there the testator added the word "goods": the question was whether the gift of "money and goods" comprised money in the funds, and it was held that it did.

(o) 52 L. T. 217. It is not clear whether *Lynn v. Kerridge*, West. Rep. t. Hard. 172, was decided on this principle; see the remarks in *Hart v.*

*Hernandez*, supra.

(p) 54 L. T. 841.

(q) 53 L. J. Ch. 516. *Re Smith* (42 Ch. D. 302) seems to have been decided on the same principle.

(r) Kay, 369; 5 D. M. & G. 315.

(s) T. & R. 260. Compare *Hastings v. Hane*, ante, and *Enohin v. Wylie*, 10 H. L.C. 1, where a gift of "the whole of my capital, which shall remain with me after my death in ready money and in bank billets," was held not to pass a sum of stock.