specific legacies, was held to pass the general personal estate. Even a bequest of "any little money left" will operate as a residuary bequest and consequently as an exercise of a general power of appointment (*a*).

Not if there be a distinct residuary bequest.

But the inference to be drawn from a charge of debts is not conclusive; since the testator may have intended so to charge the specific gift of "money" (*b*): and therefore if the will contains a distinct residuary clause, or otherwise gives evidence that the word is used in its strict sense, the enlarged construction is inadmissible notwithstanding the charge. Thus, in *Wilcox* v. *Plaskett* (*c*), where a testatrix made her will as follows: "I first direct my funeral expenses to be paid, and the remainder of what monies I die possessed of to be equally divided between A. and B. I also give to the said A. all my wearing apparel, trinkets and all other property whatsoever and wheresoever that I may die possessed of": Lord Langdale, M.R., said that when a testator directed the payment of his funeral expenses, there was an inference that he was referring to his general personal estate; but that, having regard to the other parts of this will, he was prevented from giving to the word "monies" its extended meaning.

Where there is a clear intent to dispose of the whole personal estate.

The second class of cases indicated above is illustrated by *Waite* v. *Combes* (*d*), where a testator, after declaring himself desirous of making a settlement of his affairs, appointed A. and B. his executors to take and receive all monies that might be in his possession or due to him at the time of his decease, and to prosecute for the recovery of the same, if necessary, to be by them placed in the British funds or otherwise laid out upon security and held in trust: Sir J. Parker, V.-C., thought the whole will pointed to a complete disposition of the personal estate, and that, at all events, a sum of consols passed under the word "monies" (*e*).

Even a wrong description of the manner in which the testator's

(*a*) *Re Douglas*, [1905] 1 Ch. 279.

(*b*) Per Leach, M.R., *Collier* v. *Squire*, 3 Russ. at p. 475.

(*c*) 4 Beav. 208; and see *Williams* v. *Williams*, 8 Ch. D. 789 (gift of residue in will not cut down by gift of "money" in codicil); *Re Mason's Will*, 34 Beav. 494. Cf. *Barrett* v. *White*, 1 Jur. N. S. 652; and consider *Chapman* v. *Reynolds*, 28 Beav. 221, especially with reference to the weight there attributed to the fact that the testatrix had no "money" in the strict sense.

(*d*) 5 De G. & S. 676. As to the weight allowed to the fact that at the time of his death the testator had little besides the consols, qu.; and see *Gosden* v. *Dotterill*, 1 My. & K. 56, which on this point is good law. If the gift is specific such evidence is admissible, *Gallini* v. *Noble*, 3 Mer. 691.

(*e*) But the mere fact of "money" being so disposed of (e.g. to one for life, with limitations over), as to necessitate an investment, will not suffice to extend the natural import of the word, *Lowe* v. *Thomas*, Kay, 369, 5 D. M. & G. 315; *Larner* v. *Larner*, 3 Drew. 704; *Williams* v. *Williams*, 8 Ch. D. 789.