including the reversion of one-fourth of a sum of 10,000*l.* secured by a settlement, passed by these words. Lord Eldon considered that under the will, and especially having regard to the charge of the funeral expenses, the word "money" was intended to comprise the entire personal estate; and that it was impossible to put a different construction upon the same word in the codicil.

"Money remaining" after debts and legacies.

So, in *Rogers* v. *Thomas* (*w*), where a testatrix, after giving various pecuniary and specific legacies, bequeathed to the inhabitants of T. Row all which might remain of her money after her lawful debts and legacies were paid; and she went on to give other specific and pecuniary legacies: Lord Langdale, M.R., considered the charge of debts and legacies sufficient evidence of the testatrix's intention to include the general residue in the bequest of "all which might remain of her money."

Where there is a bequest of legacies, and a gift of the residue of testator's money.

It seems, indeed, that where a bequest of legacies, primarily payable out of the general estate, is followed by a gift of the residue or remainder of the testator's "money," the latter gift comprehends the general residue, although the testator has not expressly charged the legacies on his "money." Thus, in *Dowson* v. *Gaskoin* (*x*), where a testatrix, after bequeathing certain specific and pecuniary legacies, concluded her will as follows: "I appoint A. and B. my executors, and bequeath 200*l.* to each for their trouble, and whatever remains of money I bequeath to E. D.'s five children." At the date of the testatrix's will and of her death, her personal estate consisted principally of stock, which, it was contended, would not pass under the word money; but Lord Langdale decided that the stock in question passed by the will (*y*).

So in *Re Pringle* (*z*), a gift of "all the rest of my money, however invested," preceded and followed by a number of pecuniary and

(*w*) 2 Kee. 5; see also *Kendall* v. *Kendall*, 4 Russ. 360; *Phillips* v. *Eastwood*, 1 Ll. & Go. 270; *Barrett* v. *White*, 24 L. J. Ch. 724; *Grosvenor* v. *Durston*, 25 Bea. 97; *Stocks* v. *Barré*, Johns. 54; *Re Maclean*, 11 T. L. R. 82; *In bonis White*, 7 P. D. 65; *Re Egan*, [1899], 1 Ch. 688, where the expression "any money that may be in my possession at my death" was held to pass a reversionary interest in personalty. But the principle will not govern cases where the bequest is of "ready" money, *Re Powell*, Johns. 49.

(*x*) 2 Kee. 14.

(*y*) See also *Lynn* v. *Kerridge*, West's Ca. t. Hardwicke, 172; *Lowe* v. *Thomas*, 5 D. M. & G. 315; *Langdale* v. *Whitfeld*, 4 K. & J. 426, 436; *Montagu* v. *Earl of Sandwich*, 33 Bea. 324, where there was a specific bequest after the bequest of "money." These cases appear to overrule *Gosden* v. *Dotterill*, 1 My. & K. 56, although Wood, V.-C., in *Lowe* v. *Thomas* (Kay, 369) treated it as a binding authority. *Lynn* v. *Kerridge*, supra, was a strong case, as the will contained a general residuary bequest, but it is not quite clear whether it can be referred to the principle now under discussion, or whether it merely decided that the bequest of "moneys" included stock. See *Hart* v. *Hernandez*, post, p. 1038; *Re Maclean*, 11 T. L. R. 82.

(*z*) 17 Ch. D. 819. See *Hastings* v. *Hane*, 6 Sim. 67, stated post.