

Where, as here, the meaning has to be ascertained by bringing down to the date of the last codicil what remains of all the preceding testamentary instruments, there does not appear to be any objection to looking at the original testamentary directions. But it cannot be a correct method of dealing with the will to accept the original dispositions as guides to the influences giving rise to charges. . . . All that can safely be done is, to take the later directions, apply them to the earlier, and ascertain the result. . . .

[Reference to *In re Baden, Baden v. Baden*, [1907] 1 Ch. 182, per Fletcher Moulton, L.J., at p. 145.]

Dealing, in the light of the foregoing principles, with the provisions applicable to Henry Alfred Hunter, we find that, apart from the residuary clause, the only provision relating to him is a bequest included among a number of bequests which the testator desires his executors to pay as soon as convenient after his decease. The bequest is in these words: "To my son Henry Alfred Hunter I give the sum of \$2,000." Thus stood the will as to him until the execution of the first codicil, which contained a direction as follows: "I hereby order and direct that the sum of \$7,000 shall be paid to my son Henry Alfred Hunter in the place and stead of the sum of \$2,000 bequeathed to him in my said will." If the testator had died while his testamentary dispositions were in this form, the amount of personal property bequeathed to Henry Alfred Hunter would, beyond question, be \$7,000, and the language of the residuary clause would have applied to the \$7,000, and not to the \$2,000, for the latter bequest was no longer to be found in the will. . . . The only operative bequest was one of \$7,000. And nothing was said or indicated to alter the residuary clause, as by the introduction of a provision resembling the restriction placed upon the proportion to be taken by W. H. Earl Hunter.

But, when the testator dealt once more with Henry Alfred's interests, as we find he did in the final codicil, while he revokes the bequest of the \$7,000, that being the only one then extant, he expressly provides that the revocation of the bequest is not to apply to Henry Alfred's share of the testator's estate as set forth in the residuary clause. What, at this time, was Henry Alfred's share in posse in the testator's estate, reading the first codicil in connection with the residuary clause? They together formed the expression of the testator's will, which, as expressed, gave Henry Alfred \$7,000. Is there anything to be found in modification of that position? . . .

Whatever may have been his motive, he chose that Henry Alfred should remain in the same position with regard to the