"Household goods and other effects, money excepted."

"Other effects."

"Thus, in *Hotham* v. *Sutton* (*y*), where A., having two sons and a daughter, B., C., and D., after bequeathing for their benefit a sum of 12,700*l*. Consols, gave all the residue of her personal estate and effects to her youngest children, C. and D., as therein mentioned. A. on the day of making her will executed a codicil, and revoked so much of her will as related to the bequest to her son C., of a share of her 'plate, linen, household goods, *and other effects, (money excepted,)*' and gave the whole thereof to her daughter. The question was, whether the revocation extended to the general residuary personal estate, or whether the words 'and other effects' were not restrained by the prior terms to articles ejusdem generis. Lord Eldon decided in favour of the former construction. He observed, 'The doctrine appears now to be settled, that the words "other effects" in general, mean effects ejusdem generis. I cannot help entertaining a strong doubt, whether this testatrix, if asked whether she meant effects ejusdem generis, or contemplated the share of all which she had considered her effects in the will, would not have answered that the latter was her meaning. Her expression is conclusive upon that. Money cannot be represented as ejusdem generis with plate, linen and household goods. The express exception of money out of the other effects shows her understanding, that it would have passed by those words; that express words were required to exclude it, and by force of that exclusion of the excepted article, she says, she thought the words of her bequest would carry things non ejusdem generis. This disposition must, therefore, be taken to comprehend all that she has not excluded, which is money only' (*z*).

"It will be observed, that Lord Eldon, in the last case, lays it down, that the words 'other effects,' in general, mean effects ejusdem generis (*a*); but such a position seems scarcely to accord with some subsequent decisions about to be stated; one of which,

(*y*) "15 Ves. 319. Compare this case with *Fleming* v. *Brook*, 1 Sch. & Lef. 318, where Lord Redesdale, on the authority of *Moore* v. *Moore*, 1 B. C. C. 127, held, that a bequest of 'all my property, of whatever nature or kind the same may be, that may be found in A.'s house, except a bond of B. in my writing-box,' did not pass a mortgage security, and another bond and certain bankers' receipts, which were in the house, on the ground that choses in action had no locality for this purpose (a doctrine which is now well settled, 1 Ves. 273. 1 B. C. C. 127, 129, n.); and his lordship being of opinion that an exception in the will of one security was not sufficient evidence of the testator's intention to pass all the other choses in action." (Note by Mr. Jarman.) But the decision would probably not be followed at the present day; it is clear that choses in action may pass by a gift of property in a particular locality: see Chap. XXX.

(*z*) See also *Reid* v. *Reid*, 25 Bea. 469

(*a*) So per Lord Redesdale, *Stuart* v. *M. of Bute*, 1 Dow, 84, 87.