

but whether, assuming them to be the will of the deceased, they disposed of all his property. The learned Chancellor asks, "Can I reject the figures \$2,000?" and proceeds: "The testator must have meant something by them. They have no meaning, no use, are insensible, unless read as designating the amount of the bequest to Brown." The line "I leave the whof of my property to William Brown" was regarded as a declaration by the testator that he was going to dispose of the whole of his property, but the figures were held to indicate that the testator never executed the intention he had formed. An additional ground upon which the declaration of intestacy as to the residue was based was, that, in the order in which the scraps were granted probate, they were so arranged that the bequest to Crann followed that to Brown. This does not exist in the present case. Had the bequest made by Miss Browne to her nephew been followed by any other bequest, it is manifest that the subsequent legacy would have to be given effect to, and to that extent at least the whole of the residue would not pass to the prior legatee.

In the present case I cannot reject the words and figures "to the amount of \$800." They are meaningless, useless, senseless, when not regarded as limiting the general residuary bequest to Travers Gough Browne. I think that they express the limitation to \$800 quite clearly. There is an intestacy as to the excess.

There will be judgment accordingly. Costs of parties represented out of the estate—those of the executors as between solicitor and client.

FALCONBRIDGE, C.J.K.B.

DECEMBER 13TH, 1913.

HUDSON v. NAPANEE RIVER IMPROVEMENT CO.

Negligence—Death by Drowning of Person Attempting to Cross River—Action under Fatal Accidents Act—Broken Dam—Findings of Jury—"By not having Watchmen"—Other Grounds of Negligence Relied on, not Found, and so Negatived—Voluntary Assumption of Risk—Negligence of Deceased—Dismissal of Action.

Action by the mother and administratrix of the estate of George Hudson, deceased, to recover damages for his death, said to have been caused by the negligence of the defendants.