The result has generally been due either, first, to the testator having directed his funeral expenses, debts or legacies (which ordinarily constitute a charge on the general residue) to be paid out of the "money" (*s*); or, secondly, to his having shewn a clear intention to make a complete disposition of all his personalty, which intention can only be effected by adopting the enlarged interpretation of the word "money." For it is clear that if the word be used without any explanatory context, it will be construed in its strict sense (*t*); à fortiori, if the express purpose of the bequest be inconsistent with the notion that the testator could have intended so to apply the property alleged to be comprised in it. As where an officer on service, after bequeathing two small legacies, and directing his portmanteau and other articles to be sent home, desired that "the remainder of his money and effects should be expended in purchasing a suitable present for his godson," it was held that a reversionary interest in stock did not pass (*u*).

Where testator has charged funeral expenses on "money."

Of the first class of cases alluded to, we have an instance in *Legge* v. *Asgill* (*v*), where a testatrix, after bequeathing 200*l*. Long Annuities amongst several persons in specific legacies, proceeded to give a debt of 2,935*l*. due to her, to A. for her separate use; and added, "I believe there will be sufficient money to pay my funeral expenses," which she desired might be plain. The testatrix afterwards made a codicil to her will, commencing with the following words:—"If there is any money left unemployed, I desire it may be given in charity. My watch and pianoforte I give to C. The most useful of my clothes to be given to my present servant," and she concluded with some directions respecting the key of a trunk. The question was, whether the general residue,

Lady Lennard, 34 Bea. 487), or of "ready money" (*Re Powell*, Johns. 49; see *Bevan* v. *Bevan*, 5 L. R. Ir. 57), or of "money to my account" (*Hastings* v. *Hane*, 6 Sim. 67). As to the effect of a gift of money referred to as "invested," see *Stooke* v. *Stooke*, 35 Bea. 396; *Re Pringle*, 17 Ch. D. 819, cited post.

(*s*) Great stress was laid on this in *Chapman* v. *Chapman*, 4 Ch. D. 800, ante, p. 1030.

(*t*) See *Shelmer's Case*, Gilb. Eq. Rep. 200; *Holtham* v. *Sutton*, 15 Ves. 319; *Read* v. *Hodgens*, 7 Ir. Eq. Rep. 17; *Lowe* v. *Thomas*, Kay, 369, affirmed 5 D. M. & G. 315; *Larner* v. *Larner*, 3 Drew. 704; *Cowling* v. *Cowling*, 26 Bea. 449; *Byrom* v. *Brandreth*, L. R., 16 Eq. 475; *Williams* v. *Williams*, 8 Ch. D. 789; *Re Sutton*, 28 Ch. D. 464; *In bonis Aston*, 6 P. D. 203. Compare the cases on the effect of "money" as a word of specific description, post, Chap. XXXV. So a legacy of stock does not come within the description of a "pecuniary legacy," *Douglas* v. *Congreve*, 1 Kee. 410; though in *Barclay* v. *Maskelyne*, 5 Jur. N. S. 12, stock legacies were held upon the context to be within a clause revoking "all monies bequeathed" to the legatees.

(*u*) *Borton* v. *Dunbar*, 2 Gif. 21, 2 D. F. & J. 338. Converse case—declared purpose too large for strict construction of "money," *Prichard* v. *Prichard*, L. R., 11 Eq. 232, stated p. 1037.

(*v*) T. & R. 265, n., and cited 4 Russ. at p. 369.