

It would also seem, that where a testator makes a specific bequest of property in general terms, but describes it as "consisting of" certain specific things, belonging to him at the date of the will, and bequeaths his residue, this shews that he intended to restrict the specific bequest to the enumerated things: as in *Drake v. Martin (m)*, where the testator made a specific bequest of "my property not in England and in the hands of my attorney abroad, Mr. W., consisting of Russian bonds &c." there was a residuary bequest, but Romilly, M.R., held that all the testator's property not in England passed by the specific bequest.

Even where there is no residuary bequest, the testator may shew by the context, or by a codicil, that general words used by him were intended to have a limited effect. Thus in *Att.-Gen. v. Wiltshire (n)*, the testator made dispositions with regard to what he repeatedly referred to as "all my property," but it was held, partly from the context and partly from the terms of a codicil made on the same day, that a sum of 5,000*l.* consols belonging to the testator was undisposed of.

Restrictive effect of context.

If a testator directs that in the event of A. dying under twenty, "the said property and effects" shall go to B., this may refer to a share of the testator's property previously given to A., and not to the whole of the testator's estate (o).

III.—General Residue held to pass by Word "Money," and other informal Words.—Mr Jarman continues (p): "As words in themselves the most general and comprehensive may, we have seen, be narrowed by their juxtaposition with more limited expressions, so on the same principle, terms which, in their strict and proper acceptance, apply to a particular species of personalty only, have been held, by force of the context, to embrace the general residue. In several instances, the word 'money' (q) (which is often popularly used in a vague and inaccurate sense, as synonymous with *property*;) has received this construction" (r).

Word "money" held to extend to general residue.

(m) 23 Bea. 89.

(n) 16 Sim. 36. Compare *Sutton v. Sharp*, 1 Russ. 146; *Slingsby v. Grainger*, 7 H. L. C. 273; *Wylie v. Wylie*, 1 D. F. & J. 410; s.c. *Enoch v. Wylie*, 10 H. L. C. 1; *Borton v. Dunbar*, 2 D. F. & J. 338; and *Stooke v. Stooke*, 35 Bea. 396, post, p. 1037.

(o) *Re Willomier*, 16 Ir. Ch. R. 389. There is no invariable rule which

refers the word "said" to the last antecedent; *Healy v. Healy*, 1r. R., 9 Eq. 418.

(p) First ed. p. 702.

(q) Mr. Jarman's note on the meaning of "money" in its strict acceptance is omitted, as it does not properly belong here; all the cases cited by him will be found in Chap. XXXV.

(r) This rule of construction does not apply to a gift of "cash" (*Nevinson v.*