left two unsigned and undated scraps of paper, on one of which he had written "I leave the whof (whole) of my property to William Brown, Townhead, Arbuthnot by Fordoun, Scotland, $2,000;" and on the other scrap of paper he had written "I give Peter Crann $500 for himself."

Probate of these unsigned scraps had—wonderful to relate—been granted by a Surrogate Court as the last will of the deceased. The matter came before Chancellor Van Koughnet upon the contention made by the next of kin that the whole of the estate did not pass to William Brown and Peter Crann; but that there was an intestacy as to the residue in excess of the $2,500. The question was not whether the two pieces of paper constituted the will; that had been settled—rightly or wrongly it mattered not—by the Surrogate Court; 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 ground 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 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.