reader knows at once where to find any portion of the contents. Throughout the whole not a single stop is to be found, and the sentences are so framed as to be independent of their aid, for no one would wish the title to his estates to depend on the insertion of a comma or a semi colon. The absence of stops renders it next to impossible, materially to alter the meaning of a deed without the forgery being discovered." Lord St. Leonards said (when Lord Chancellor of Ireland) "In wills and deeds you do not ordinarily find any stops; but the Court reads them as if they were properely punctuated": *Heron* v. *Stokes*, 2 Dr. & War. 98.

There is, however, one class of instruments in particular, those namely which are testamentary in character, where marks of punctation such as the introduction of capital letters or other marks indicating where a sentence or clause was intended to begin, parentheses and the ordinary stops may be taken into consideration by an inspection of the original document: see the observations of Vice-Chancellor Wood in *Oppenheim* v. *Henry* cited in the note to *Walker* v. *Tipping*, 9 Hare, p. 102. This is permissible even in wills of pure personalty where the probate is conclusive as to what the words of the will are (*Langston* v. *Langston*, 2 Cl. & Fin. 240, and *Havergal* v. *Harrison*, 7 Beav. 49); but the appearance of the original may, nevertheless, affect the sense and assist the construction in doubtful cases.

It is true that Sir William Grant declined to resort to this means of aiding the construction in *Sanford* v. *Raikes*, 1 Mer. 651, where he said, "the decision cannot depend on the grammatical skill of the writer of the will in the position of the characters expressive of a parenthesis. It is from the words and from the context, not from the punctuation that the sense must be collected." But other judges in later cases have not disregarded this means of ascertaining the testator's meaning, and have been influenced in their judgment by what appeared in the way of punctuation and structural arrangement on the face of the original document: see by Knight Bruce, V. C. in *Compton* v. *Bloxham*, 2 Coll. 210; and *Morrall* v. *Sutton*, 1 Phil. 538 by Parke, B.; and by Wood, V. C., in *Milsome* v. *Long*, 3 Jur. N. S., 1073. In *Gower* v. *Towers*, 26 Beav. 81 it is noticed that the word "And" began with a capital letter in the probate. In *Childs* v. *Elsworth*, 2 De G. M. & G. 679, Lord Cranworth said, "We have caused the original will to be examined, and it appears that the whole gift in question is written continuously as one sentence and is closed with a full stop." In *Gauntlett* v. *Carter*, 17 Beav. 589, the Master of Rolls placed a good deal of reliance upon the position of marks of punctuation, observing that he did not see how he could reject the commas, and that it seemed to him that the stops were inserted by the testator and were intentional. In an American case, *Arcularius* v. *Sweet*, 25 Barb. S. C. 405, the judge said, "Punctuation may, perhaps, be resorted to where no other means can be found of solving an ambiguity; but not in cases where no real ambiguity exists except what punctuation itself creates." It was contended in that case that a semi-colon made all the difference in the meaning, but the Judge said, "a single dot over a comma so easily inserted by mistake or design and so difficult, if not impossible in most instances, of proof or disproof, can never be allowed to overturn the natural import of the written words." And in *Manning* v. *Purcell*, 24 L. J. Ch. 523 (note), Lord Justice Knight Bruce said that even in wills of personalty Judges in Chancery were not bound to confine