

“Said money,” as here used, appears to mean “my property” just before referred to. There is no other antecedent upon which it can depend. The scheme, then, was to keep all the money in the bank until 1920, except the annuity. No exception is made as to the legacies. This view is strengthened by the fact that the legacies are given in the same clause with the residue. There seems to be no ground for holding that the distribution period is not the same for all beneficiaries. They cannot have the money until 1920, because the testator directed his trustee to keep it in bank until that time. And the provision that distribution of the residue shall be made to nephews and nieces “then living” strengthens this view. Looking back through the will for the time here referred to, nothing is found but the year 1920. This construction gives a rational meaning to all the language used by the testator and seems more likely than any other to be the one he intended. The executor is advised that payment of the legacies and distribution of the remainder are postponed until 1920.

Case discharged

All concurred.

Hillsborough, }
March 5, 1912. }

HARRINGTON *v.* MANCHESTER STREET RAILWAY.

CASE, for personal injuries. Trial by jury. Transferred from the January term, 1911, of the superior court by *Mitchell, J.*

At the close of the plaintiff's evidence the defendants moved for a nonsuit on one of the issues of the declaration, namely, the defendants' failure to provide a suitable place for the plaintiff to alight from their car, and that all the evidence bearing upon that issue be stricken from the record. The motion was granted, and the plaintiff excepted.

James A. Broderick, for the plaintiff.

Burnham, Brown, Jones & Warren, for the defendants.

BINGHAM, J. It could be found from the evidence that the plaintiff's injury was due to her being thrown to the ground by the

sudden starting of the car while she was attempting to step from the floor of the car to the running-board, or from the running-board to the ground. It could also be found from the evidence that in stepping from the running-board to the ground her fall was caused by the unsuitable character of the place where she was invited to alight, or to that cause combined with the sudden starting of the car.

Exception sustained.

All concurred.

Hillsborough, }
April 2, 1912. }

LIVERMORE & a., Ex'rs, v. WELLS & a.

BILL IN EQUITY, for the construction of the will of Elizabeth A. Livermore. Trial by the court. Transferred without a ruling from the September term, 1911, of the superior court by *Chamberlin, J.*

The second clause of the will is as follows: "My shares in the New Hampshire Insurance Company, in the Souhegan National Bank of Milford, my railroad shares, government bonds, and any other bonds or written evidences or printed of property may be sold and after all bequests are paid the remainder may be divided among the children of my brother . . . and the children of my sister . . . and Laura R. Manning . . . and their heirs." A codicil to the will is as follows: "Herein I designate Mrs. Harriet E. Wells to be my residuary legatee and so appoint." The will was holographic and undated, but was executed on or prior to September 10, 1893. The testatrix died November 3, 1910.

In addition to the property described in the will, the inventory disclosed stock of the American Can Company and of the American Telephone and Telegraph Company, bonds, coupons from bonds, checks payable to the decedent, a promissory note payable to her, and cash on hand, all acquired subsequent to the execution of the will. The executors, as interested parties, pray for instructions as to whether the property last enumerated passes under the second clause of the will or under the codicil.