

By clause 1 of the will, the testator appointed executors and trustees; by clause 2, he gave all his estate to his trustees upon trust to sell and convert into money, except as otherwise provided; by clause 3, he directed his trustees to pay debts and funeral and testamentary expenses and any charge by way of mortgage against his property at the time of his death; by clause 4, he directed his trustees to give his wife certain chattels absolutely; by clauses 5 and 6, he directed his trustees to hold lots 18 and 19 in Peterborough and his island and cottage in Stoney Lake for the benefit of his wife during her lifetime; by clause 7, he directed his trustees, after the death of his wife, to sell such parts of lots 18 and 19 as had not been previously disposed of, and to divide the proceeds in equal shares amongst his brother Carisse, his brother's wife Alphonsine, his sisters who should be alive at the date of the death of his wife, and his nephew, the son of Carisse—his brother's share to go to his brother's wife should his brother die before his brother's wife, and her share to him should she predecease him; by clause 8, he directed his trustees, "as soon as may be convenient," to sell the island already mentioned; by clause 9, he directed that \$500 should be given to his step-daughter for her own use absolutely; by clause 10, he authorised the trustees "to sell and convey such parts of the trust premises held by them . . . for the benefit of my wife as herein provided for, but only with the consent of my wife if sold in her lifetime, the proceeds of such sale or sales to be invested by my trustees for the benefit of my wife during her lifetime;" by clause 11, he authorised and directed his trustees to sell and dispose of his interest in a certain partnership business, and (12) to divide the proceeds of such sale, and all accumulations of interest on the same, within 3 months from the date that the trustees shall have received the whole of the proceeds, as follows: one-half to be invested for the benefit of his wife during her lifetime, and the other half to be divided in equal shares between his brother Carisse, his brother's wife, and his sisters, "who shall be alive at the date such division is to be made;" by clause 13, he directed that the residue of his estate should be divided equally "between" his brother, his brother's wife, his nephew (their son), and such of his sisters as should be alive at the death of his wife—"it being my intention that should either of the said legatees die before the period of distribution of the proceeds from the sale of said business, that same shall be divided amongst the survivors of them, except in the case of my brother Carisse