

mind, I do not think that we can read into this clause any such express provision as that which applied to the \$400 income, that is that if the income from the share on division would exceed \$600 the division should be made. The clause assures to Bertha, if unmarried, \$600 per annum for her life. The effect is that the division is necessarily postponed as long as resort must be had to more than her own share to obtain that amount; but in thus giving her that larger income for her life, the testatrix has omitted (if she ever intended) any provision for a division while that larger allowance continues, and inasmuch as in the subsequent clause the remainder of the income of the whole is to go to the sons, the result is that Bertha is limited under this clause to \$600, and so while she is entitled to look to her brothers' shares to make it up they in turn are entitled to look to her share for any excess which it alone might realize over \$600, and thus the division is necessarily postponed by this clause during the whole of Bertha's life. But as the previous part of the codicil shews that the division was still contemplated though postponed, there is not in this clause any evidence of any intention to depart from that course.

Then followed these words: "Whatever my estate realizes over and above the payment of the bequest to Bertha and the provision made for my husband and executor in my will, it is to be equally divided between my surviving sons or their surviving child or children as provided in my will. It is quite evident that this word "realize" is not used in any sense which would imply conversion of the corpus, for no conversion is elsewhere hinted at in the codicil. It is the same word which previously appears in the codicil in the words "income realized," and is evidently in both places used in the sense of "yielded" or "yields" or "brings in," and is inapplicable to the divisions without conversion which were provided for by the will and which the testatrix, as I have said, clearly had in mind. The only part of the estate which the will directed to be converted was the residuary estate; but here in the codicil she is manifestly referring to the whole estate. If the clause is read in connection with the preceding provisions of the codicil interpreted as already mentioned, its meaning becomes clear. It is as if she said: "Whatever my estate realizes or yields in the way of income after paying the hereby assured income to Bertha out of the combined income of the shares