

tuted her sole devisee in trust with express power to sell and dispose of the real estate and the personal estate aforesaid.

These provisions of the will and codicil have nothing to do with what the testatrix took beneficially under the will, and are not affected by her second marriage, except perhaps that the marriage accelerates the time for the proper exercise of her powers and duties as a trustee.

I am not able to detect that the third codicil affects the power of sale of the testatrix either way.

What I have said I think disposes of the first and second questions submitted. I will now take up the fourth question, namely, whether the provisions as to the vesting of the real estate are revoked by the third codicil, and with it the formidable proposition submitted during the argument, namely, that the effect of the third codicil is to enlarge the estate of the testatrix to the extent of conferring upon her an estate in fee beneficially. I cannot read this codicil as cutting out the four classes of beneficiaries mentioned in the will or as conferring an estate in fee upon the testatrix. The testator is dealing with the maintenance of his widow, as a widow, and with maintenance alone; and in my opinion he is manifestly dealing with and providing for this maintenance during the period that he already by his will and first codicil provided for and limited, namely, for so long as she shall remain his widow, or until her death, if she does not marry again; and he provides that whereas she has up to that time been restricted to the income she shall not be restricted to the income alone, but shall have "the right in addition thereto to use the principal or so much thereof as she may require, according to her own judgment, for her support and maintenance."

So far it is clear that the testator's sole object was to supplement the provision he had already made; and I can find nowhere an indication that the testator intended to change the character of the provision he had previously made. The argument, if I correctly apprehended it, was based upon the circumstance that in this case the testator does not refer to a second marriage but only to the death of the testatrix.

This clause I take to be mere surplusage, an introductory paragraph to the general confirmation of his will, always to be found in the codicils; and I take it to be clear that all that the testator intended to effect—all he started out to do and was doing—was completed with the language I have al-