

him a discretion to convey or pay over to either of the cestuis que trust for his or her advancement in life, the whole or any portion of his or her share of the trust estate, his contention being that the words 'for his or her advancement in life' do not restrict his discretion, but are simply equivalent to 'for his or her use and benefit.' We think that such a construction is too lax. It may not be easy to define with precision what is meant by 'advancement in life,' since the meaning may depend, to a greater or less degree, on circumstances, but it seems to us to point to some occasion out of the everyday course, when the beneficiary has in mind some new act or undertaking which calls for pecuniary outlay, and which, if properly conducted, holds out a prospect of something beyond a mere transient benefit or employment. This, if the beneficiary were going to enter upon a business or profession, or to get married, or to build a dwelling-house, or to make some unusual repairs or renovation, it would be a proper occasion for the trustee to use his discretion. We mention these by way of illustration."

This decision is based upon the earlier English cases, and is quite in accord with the latter case of *Molyneux v. Fletcher*, [1898] 1 Q.B. 648, where Kennedy, J., says (p. 653): "It is clear on the authorities, one of which is the judgment of Jessel, M.R., in *Lowther v. Bentinck*, L.R. 19 Eq. 166, that a power to apply capital for the advancement in life of a child, has a well recognised meaning. Sometimes enlarging expressions, such as 'or otherwise for the benefit,' are used. In the absence of any such enlarging expression, the word 'advancement' as pointed out by Malins, V.-C., in *In re Kershaw's Trusts*, L.R. 6 Eq. 322, is to be read as a word appropriate to an early period of life." These cases shew that the word "advancement" standing by itself has a narrow and restricted meaning; and I think that the applicant must shew that this contemplated payment is really for his "advancement" within that narrower meaning.

Upon this being satisfactorily shewn, the order may be made; but, in the meantime, the motion must stand for further material upon this point.