

them, of the estate of their father: the one child is 18, and the other 16, years of age: they both live with their mother, who, since their father's death, has kept the family together, there being also a third child—a daughter also—who has come of age and has received her share of the estate. The mother is said to be without means, except such as may remain of her share of her husband's estate. Mother and daughters desire to continue to live together as one united family, as in the past; and that plan carried out until the present time seems to have proved, as one would naturally expect, the best possible for all of them. The daughters have no means of providing for their own maintenance and education except in the small fortune which each, as I have mentioned, has. Nor have they any present practical means of earning their own living; and each is old enough to appreciate the folly of reducing their small means more than reasonably can be avoided. . . .

The expenditure should be for that only which is reasonably needed: and it is not needed when otherwise provided: or can, and should be, earned by the infant.

Taking into consideration the fact that mother and children have been enabled to continue to live together as one family; and that the education of these two children is being carried on with a view to better fitting them for desirable positions in life, no fault, based on experience, can be found with the order that was made three years ago; and no fault is found by any one with the way in which the moneys received under it have been expended; and, having regard to the proposed continuance of past satisfactory methods, and to the desire of every one concerned that they should be continued, there should be no hesitation in doing anything, within the power of the Court, to continue them, as long as the like circumstances continue, until, as to the share of each, she comes of age or marries.

And in doing that the Court is doing no more than could be accomplished without its aid, in this way. If not applied for, or if refused, the infants could contract with their mother to pay her for their maintenance and education: the contract, being for necessities, would be valid and enforceable. The difference in the two methods being merely in that course the waste of more of the infants' money in law costs; a thing as inexcusable as would be the waste of costs of an action to authorise or enforce that which can be as well done in a motion such as this.

The order to be made, on this application, should be that the Court is of opinion that the guardians should continue to pay