

complaint is well-founded—although I am not able to agree with the argument of her counsel that she is entitled to as large a sum as is claimed. The question is not what Robert can do, retaining the property received from his father, and continuing in a business not now so profitable as formerly; but what Robert may be compelled to do in carrying out his father's direction, with his father's property bequeathed to Robert, subject to its being used for the maintenance and support of the widow and mother. Robert is able to pay a larger sum than he has been paying.

The widow is now 75 years of age, in feeble health, and her wants are different now from those in former years. In addition to food and raiment, she requires personal care and attention and watchfulness in her day-by-day going about. After the death of the testator, and down to the end of 1912, the maintenance provided was irregular in times of payment and as to amount paid. The amount paid was quite insufficient. And, if the mother was satisfied with it, as Robert says, it is evidence that she was not disposed lightly or hastily to complain. Since 1912, Robert has paid regularly \$20 a month. The regularity of these later payments has satisfied the mother upon that point, for she knew what she was getting and when. That is not sufficient for the reasonable requirements of a woman of her age and health, and considering what she had been accustomed to. It may be that, with advancing years, and considering the way support was at first given, the widow is now more restless and exacting. At first her complaint was of irregularity and uncertainty. She said, and no doubt truly, that she would rather have a little, and have it regularly and without asking for it, than more, given grudgingly, after request on her part and questioning on the part of Robert. Mother and son drew apart, and they are now standing on their strict legal rights. It is not easy to determine just what the widow "has been used to." In the days of her health and during her husband's lifetime, she worked with her husband, and was content even if without what were called luxuries. She had what she desired, so far as appears. The charge for maintenance entitles the widow to it from the property bequeathed to Robert, apart from the interest upon the money from life insurance.

The words of the will in reference to the insurance money are—"to my son Abial subject to a life interest therein to my said wife it being my desire that she shall use and enjoy the income from said moneys during her lifetime and that after her death the principal shall go to my said son Abial." That seems