

allowed to visit each other as often as may be compatible with the safety and good morals of the infant. *The King v. Soper*, 5 T. R. 278; *The King v. Hopkins*, 7 East, 579; *Strangeways v. Robinson*, 4 Taunt. 509; *Ex parte Hopkins*, 3 P. Will. 155; *Lyons v. Blenkin*, 4 Cond. Cha. Rep. 124; *Prather v. Prather*, 4 Desau. 39; 2 Lond. Jurist, 76.

Apart, however, from any positively vicious conduct of a father which might, of itself, afford a sufficient ground for having him separated from his children, a parent cannot be allowed, capriciously, to disappoint the just hopes and expectations of his child. For, although it is, by law, the duty of a parent to maintain his child, yet, where the father was in very indigent circumstances, and the child had had given to him a large fortune, such a parent was not allowed to prevent the child from being maintained and educated in such manner as his fortune could well afford, and with the advantages he was thus justly entitled to expect; *Beaufort v. Berty*, 1 P. Will. 705; *Ex parte Hopkins*, 3 P. Will. 154; *Powel v. Clever*, 2 Bro. C. C. 510; *Butler v. Butler*, 3 Atk. 60; *Creuze v. Hunter*, 2 Cox, 242; *Lyons v. Blenkin*, 4 Cond. Cha. Rep. 124; or where the father takes a benefit under the will,

the same Elizabeth Pratt five days next preceding the said twenty-second day of this instant. February.

Copies having been served as directed, the case was again brought before the Court.

EDEN, C. 17th April, 1773.—Upon consideration of the said petition: and the same Elizabeth Pratt having been properly served with a copy of the said petition and the order thereon: and the said Christopher C. Routh being present with the said William Pratt, and having fully proved and established the several allegations of the said petition. It is hereby Ordered and Decreed, that the said William Pratt, with his estate, be removed from the custody and guardianship of the same Elizabeth Pratt, and that the custody, guardianship and care of the same William Pratt, with his estate, be and is hereby committed to the same Christopher Cross Routh, the said Christopher C. Routh giving security to account for the profits of the estate of the said William Pratt according to such orders as shall from time to time be made by the Chancellor of this Province for the time being, and to the same William Pratt when he shall arrive at the age of twenty-one years, and his executors and administrators, deducting thereout what may be sufficient for the maintenance and education of the same William Pratt, without diminution of the principal: and conduct himself by and pursue and keep the orders and directions of the Acts of Assembly of this Province relative to guardians who are either appointed by the respective County Courts of this Province, or therein chosen by orphans, where the same shall not be inconsistent with or repugnant to the orders from time to time of the Chancellor for the time being.

After which C. C. Routh gave bond as required, &c.—*Chancery Proceedings, lib. W. K. No. 1, fol. 134.*