The defendant and her husband, both negroes, have adopted the child, who is coloured, and the child has a good home with them.

The plaintiff, as the mother of an illegitimate child, would, unless precluded by her own conduct, be entitled to possession of the child.

As the result of much anxious thought, the learned Judge had come to the conclusion that the child ought to be allowed to remain with the defendant. The responsibility of taking the child from a home where its future is certain as far as anything can be, and handing it over to the mother, is too great. It may fairly be said that she has waived her right by the practical abandonment of the child. The father had no right whatever to it, and the defendant cannot succeed by virtue of any right derived from him.

Where a parent has voluntarily parted with the possession of a child, much less need be shewn by way of misconduct or unfitness to justify the refusal of the Court to restore it to the parent's custody than it would be necessary to establish in order to justify a removal from the parent's custody: see Regina v. Gyngall, [1893] 2 Q.B. 232.

The finding upon the issue should be that the plaintiff is not entitled to have the custody of the child awarded to her as against the defendant.

The learned Judge, if he had power over the costs, would award none to or against either party.

The plaintiff should have the right to see the child at stated times.

She ought seriously to consider the wisdom of her allowing the child to be brought up by the Adamsons as their own child, without any knowledge of its origin—such a sacrifice is due to the child.

WILLETT v. MCCARTHY—LENNOX, J.—APRIL 27.

Deed—Conveyance of Land (Farm Lot)—Covenant for Quiet Possession Free from all Incumbrances save as Mentioned—Recital of Agreement for Sale of Standing Timber upon North Half of Lot—Agreement in Fact Covering Part of South Half—Vendor Standing by Agreement—Claim for Reformation of Deed—Breach of Covenant—Damages—Reference.]—Action for damages for breach of a covenant. The action was tried without a jury at Barrie. LENNOX, J., in a written judgment, said that the defendant, in consideration of the payment of $6,000, conveyed to the plaintiff, by deed of the 20th May, 1918, lot 91 in the 1st concession of Tay, containing 200 acres, subject to a certain agreement for the sale of all the standing timber on the north half of the lot, made between