at least to an equitable assignment—and he was entitled to the money. The learned Judge was of opinion, after considering the authorities, that the insurance contract must be viewed not as an ordinary chose in action, but as creating a liability under the Insurance Act, R.S.O. 1914 ch. 183, and under the special terms of the insurance contract. The person designated was the mother. The insured could change the beneficiary only to one or more of the preferred class. The father did not belong to that class. Motion dismissed without costs—with liberty to the applicant to apply in Chambers, upon notice to the Official Guardian, representing the two infant children of the deceased, for payment out of such part of the money in Court as would repay the applicant for assessments paid by him to keep the insurance alive and on foot. J. B. Davidson, for the applicant. F. W. Harcourt, K.C., for the infants.

RE RICHARDSON—FALCONBRIDGE, C.J.K.B., IN CHAMBERS—MARCH 23.

Infant—Custody—Application of Father—Facts not Sufficiently Shewn—Leave to Renew upon Further Material.]—The application made to LENNOX, J., 9 O.W.N. 142, by the father of the infant Frederick Richardson, for an order awarding the applicant the custody of the child, was renewed before FALCONBRIDGE, C.J.K.B., on the 14th March. The learned Chief Justice, after consideration, said that the position of the case did not appear to have been changed since the order of LENNOX, J., except that a notice of motion had been served on J. E. Arthur, to whom the boy was indentured as an apprentice by the Protestant Orphans Home. The father had handed over and delivered to the manager of that institution this child and another on the 22nd September, 1913. The only other new material was an affidavit of the father in which no complaint was made of "the conditions under which the boy was living, nor was it stated whether it would be to his advantage to have him removed to his father's home or not"—quoting from the judgment of LENNOX, J. The same disposition of the present motion should be made as was made by LENNOX, J., when the case was before him—the motion should be adjourned, with leave to the applicant to renew it on the material filed and such other material as he might be advised to bring in, within six months, upon service of notice; in default of this being done, the motion to be dismissed with costs, without further order. F. Regan, for the applicant. A. C. Heighington, for the respondents.