

of twelve months broken the habit. Both parents were of good position, and the mother had a sufficient income secured by her marriage settlement. The husband had brought no property into settlement, and had no independent means. In June, 1895, they had ceased to live together, and the mother, with the youngest child had since resided with her parents. The two elder children had resided with and were properly cared for by the father's parents. Chitty, J., to whom the application was made ordered that each parent should have the custody of the two elder children for six months alternately, the applicant and her father undertaking that while they were in her custody they should be accompanied by their governess, and be properly educated, clothed and maintained at the expense of the applicant and her father. The respondent and his father giving a like undertaking as to the maintenance, etc., of the infants while in his custody. And the mother also undertaking that when not living with her parents while the infants were in her custody she would live with a suitable relation, friend or companion. The father appealed, but the Court of Appeal (Lindley, Lopes and Rigby, L.JJ.) refused to interfere with the order, being of opinion that the Act of 1886, above referred to, (and on which R.S.O., c. 137, s. 1, is based,) has materially altered the law relating to the custody of infants, and has given the mother of infants a co-ordinate voice with the father in matters of this nature. As Lopes, L.J., puts it, three things must now be looked at on applications of this kind, primarily the welfare of the infant—then the conduct of the parents, and then the wishes of both father and mother, the wishes of the father being no longer in the absence of misconduct, paramount.

COMPANY—WINDING UP—PAID UP SHARES ISSUED AS CONSIDERATION FOR PURCHASE OF PROPERTY.

*In re Wragg*, (1897) 1 Ch. 796, was an application by the liquidator of a company, to obtain a declaration that certain shares in the company held by E. J. Wragg and J. B. Martin as paid up shares, were not fully paid up, and to compel them to pay the amounts unpaid on such shares. It appeared that