

cates her position: "I believe Mrs. Waterman is well able to look after my house, and is now doing so, and that the said Grace Cameron would receive good care and attention from her. If it should happen that Mrs. Waterman is not the proper person to look after the said Grace Cameron, I will see that some other person is employed who will give her proper care and attention."

The case has given me much anxiety, as I realise the extent of the father's right to the custody of his children, and the responsibility of depriving him of the duty and privilege incident to this right; and I have also present to my mind the disadvantage of separating the two children. Yet the facts of this case, which I refrain from setting forth at greater length, convince me that the welfare of this little girl requires that she should be left in the custody of the aunt, who has stood in the place of her mother almost from the day of her birth, rather than in the custody of the father, who will have to be away from home during most of her waking hours earning his livelihood, so that the real custody and training will devolve upon a hired housekeeper.

It may be the father's misfortune that he has not a better established home to which he can take his child, but he has voluntarily left her with his sister, until now any change must be prejudicial to the child, who has been well cared for so far, and whose present custodians are at least as well off financially as the father.

The aunt must allow all reasonable access to the father and must undertake to do nothing to prejudice the child against the father, who should have liberty to renew this motion if circumstances change.

I do not think costs should be awarded.

REGAN v. McCONKEY—MASTER IN CHAMBERS—FEB. 24.

Pleading—Reply—Departure—Embarrassment—Wrongful Dismissal—Breach of Contract.—Motion by the defendant to strike out or compel the plaintiff to amend his reply. The action was brought to recover twenty-five weeks' wages of the plaintiff as cutter for the defendant, a tailor, or for damages for wrongful dismissal. The plaintiff and defendant had been parties; the plaintiff sold his interest in the business to the defendant in 1908; and the defendant agreed to employ the plaintiff as cutter for ten years at \$40 a week. The plaintiff fell ill,