

blished a claim for damages; and the only point submitted by the plaintiff company (the purchaser) for decision was, whether it was entitled to a release of certain lots in Riverdale Park without further payment. Upon a consideration of the evidence, the learned Judge found that the plaintiff company was not entitled to any of the relief claimed.—By counterclaim, the defendant asked to have it declared that his agreement with the plaintiff company was at an end and for incidental relief. The learned Judge said that the defendant was entitled to get back his property, except the parts sold, and to retain the sum of \$1,000 said to have been paid.—There should be judgment for the defendant, dismissing the action, declaring that any moneys paid were forfeited, rescinding the agreement and declaring it null and void, revesting the property in the defendant, vacating the registry of the agreement, and awarding the defendant possession. The defendant should be at liberty to amend his counterclaim so as to cover the relief granted. The defendant's costs of his defence and counterclaim should be paid by the plaintiff company. F. C. Kerby, for the plaintiff company. F. D. Davis, for the defendant.

RE BRUNNER—LENNOX, J., IN CHAMBERS—DEC. 11.

Infant—Custody—Application of Parents—Removal of Boy from Industrial School.—Motion by the father and mother of John Brunner, an infant of 10 years of age, for an order for the custody of the infant. LENNOX, J., in a written judgment, said that in June, 1917, the boy was committed to the custody of the Children's Aid Society under the Act relating to neglected and dependent children, by the Police Magistrate at Oshawa, and was brought before the learned Judge, under a writ of habeas corpus, by the keeper of the Victoria Industrial School at Mimico. There was no reason to doubt the justice or regularity of the committment, or to question what had been done in reference to the boy in the meantime; and no complaint was made. His parents, residing in Windsor, were now in a position and were anxious to provide, care for, and have the custody of the boy. The application was not opposed. The boy had promised the learned Judge to endeavour to keep out of mischief and behave properly. He appeared to be an alert, intelligent, little fellow, spoke nicely, and appeared to be alive to the few words said to him by way of advice. The Judge ordered and directed that the boy be immediately placed in the charge of his parents' solicitor, to be taken to Windsor and then and there delivered into the custody of his parents. In so far as the Judge had power so to do,