

7th December, 1911, with a short interval from April to the middle of July, 1911, when the parents occupied another house. But during these few months, the infant was left with the grandparents. The child was born in August, 1909, and is yet under three years of age—said to be an active, healthy child, yet easily excited and needing careful treatment.

I have no manner of doubt that the child cannot be better placed than to be left with the grandparents: they are well to do, living in a roomy house, with a large lot in which the child can play. The character of the grandparents is beyond reproach, and they stand particularly well in the opinion of the neighbours and townfolk of Tillsonburg. They are devotedly attached to the child, as is the child to them. . . . The opinion I have formed on this head was shared in by the father himself. . . .

To hand over the child to the father would be in the nature of an experiment: he is a working man, aged about twenty-six, with no home at present; he proposes to establish one with the assistance of an elder sister, who has been for the last six or seven years working in a cutlery company's works at Niagara Falls, New York, and has had experience in looking after children. Owing to the scarcity of suitable houses in Tillsonburg, it is not likely that the father can do more than get some rooms where the child will be in a sense cooped up, and with the street for a playground. The contrast between these prospects, even if the household machinery works smoothly, and the advantages possessed and now enjoyed by the child, is obvious.

No question of religion enters in to embitter the situation of the claimants; and I see no good reason why the father should not return to the household of the grandparents. . . . He says he would have done so had they destroyed an agreement which he signed on the 4th December, 1912. This is an instrument under seal, prepared in view of the mother's impending death, so as to place the possession, custody, control, and care of the child in the hands of the grandparents, and providing that the father shall have access to the child at all reasonable hours. This instrument is upheld by the grandparents, but is being attacked in an action by the father to set it aside, which is now pending. I must regard this at present as a valid agreement which is binding on the father. It is not for me, on such material as I have before me, to anticipate a decision of the Court on this dispute. I have no doubt that the wishes of the dying wife were that the child should be left to the care of the grandparents.