instalments were now in arrear; and the applicants sought to compel Greisman to pay this. Greisman naturally looked to the glass company. Owing to business depression directly resulting from the war, the glass company was unable to pay. Greisman was tied up with many business ventures, and could not take money from these to pay the applicants without involving himself in disaster. MIDDLETON, J., said that a case has been made out bringing this matter within the statute. Greisman's embarrassment arose directly from a situation resulting from the war; no interest was in arrear; and the policy of the statute was that, in cases of the kind, matters should be held as far as possible in statu quo during the war-time. There was no suggestion that Greisman was preferring others or was intending in any way to defeat the applicants. He was apparently honestly endeavouring to keep things going, hoping that, when business should resume its normal course, he might be able to pull through. It was to meet just such cases that the Act was passed. No order and no costs. L. Davis, for the applicants. S. J. Birnbaum, for Greisman. Cook, for the Excelsior Plate Glass Company and others.

RE ARMSTRONG—MIDDLETON, J., IN CHAMBERS—JULY 2.

Infant—Custody—Separation of Husband and Wife—Agreement as to Custody of Child—Welfare of Child.]—Motion by the father of an infant for an order giving him the custody; and motion by the mother for leave to take the child permanently beyond the jurisdiction. By agreement of the parties embodied in a consent judgment of the 17th November, 1913, the child was left in the custody of the mother until he should attain the age of 15, subject to certain provisions as to access and temporary custody by the father, but the child was not to be taken outside of Ontario. The learned Judge said that no case was made to interfere with this agreement. He dealt with the application upon the assumption that, so far as the parents were concerned, their rights must be treated as governed by their own agreement; but that, where the welfare of the infant was concerned, that consideration was paramount; and no agreement by the parents could absolve the Court from considering the infant's welfare. The father's application dismissed with costs; the mother's, without costs. J. W. McCullough, for the father. S. W. Burns, for the mother.