

where than at Walkerton.—As to security for costs. The next friend was cross-examined and said that he intended to remain in Ontario during his mother's life—though for the past twenty-one years he had been in the western provinces. The Master said that the next friend came within the protection of the judgment in *Gagne v. Canadian Pacific R.W. Co.*, 3 O.W.R. 624. In that case, the action was the plaintiff's own. Here, perhaps, the remarks in *Scott v. Niagara Navigation Co.*, 15 P.R. 409, at p. 411, might have some application. But the facts of this case were similar to those in the *Gagne* case. The next friend was a labouring man and unmarried. It was only right and natural that he should return to his aged mother on hearing of his father's death last December, and resolve to stay here as long as she lived to look after her. Order accordingly. Costs in the cause. W. Proudfoot, K.C., for the defendant company. Stanley Beatty (Kilmer & Irving), for the defendant Geddes. C. M. Garvey, for the plaintiff.

DAVISON v. THOMPSON—MASTER IN CHAMBERS—MAY 22.

Pleading—Statement of Defence and Counterclaim—Action for Return of Bonds—Disclaimer—Interest of Third Person not a Party—Principal and Agent.—In this action the plaintiff asked for the return of certain bonds deposited with the defendant as security for a payment by him of \$10,000 for a half share in a contemplated venture, which bonds were to be returned on a division of profits of such joint venture, which the plaintiff alleged has been made. This division apparently was not denied. The defendant, by the statement of defence, alleged that this \$10,000 was only a loan to the plaintiff, and that the bonds were deposited as security for the sum lent. This loan, it was said, was made by one Charlton, who thereupon became entitled to the bonds, and the defendant disclaimed any interest in them (paragraph 7). In paragraph 11, the defendant submitted that the bonds should be delivered to him as agent for Charlton; and, in paragraph 12, the defendant counterclaimed for payment of \$6,000 and interest to Charlton or to himself as Charlton's agent. It was not shewn how this \$6,000 was arrived at. The plaintiff moved to strike out paragraphs 7, 11, and 12 as embarrassing. The Master said that there was nothing objectionable in paragraph 7, as it informed the plaintiff of the defendant's contention. But the other two paragraphs could