

ness of making repairs on the very old house and buildings. The executor plaintiff admits that the buildings are in need of repairs of "\$200 or \$300 any way," and defendant's witnesses, who have examined with more care, say \$300 or \$400.

On the present evidence there does not appear to me to be any case of waste made out to justify granting an injunction, nor anything on which to award damages if the timber is cut with due regard to the situation of the bush and the cleared land, and no unreasonable amount is taken off to recoup the cost of the timber and shingles used and to be used in the repairs. If the parties are content to leave it at this, I would dismiss the action without costs—as the question is new in this country—but if either party seeks a reference as to what amount and in what locality the timber should be cut, I will send it to the Master to direct proceedings, and reserve costs of the reference.

CARTWRIGHT, MASTER.

NOVEMBER 29TH, 1904.

CHAMBERS.

FELGATE v. HEGLER.

Security for Costs—Infant Plaintiff in Jurisdiction—Adult Plaintiff and Next Friend out of the Jurisdiction—Separate Claims—Appearance—Praecipe Order.

Action by the father of an infant as next friend and also on his own behalf to recover damages resulting to the father and the infant from an injury to the infant for which it was alleged defendants were liable.

The father resided in England and the infant in this Province, as shewn by indorsement on writ of summons.

Defendants moved for an order for security for costs.

H. H. Clark, for defendants.

C. W. Kerr, for plaintiff, opposed the motion on 3 grounds: (1) as premature, because it was not shewn in the material that defendants had appeared in the action; (2) that an application should at least have been first made under