

fendant lodges, and appeal by defendants from the judgment in so far as it condemned them, both dismissed with costs.

Full Court.]

[Feb. 17.

PATTERSON v. CENTRAL CANADA FIRE INS. CO.

Fire insurance—Gasoline "stored or kept"—Arbitration.

Appeal from the judgment of MACDONALD, J., noted vol. 46, p. 703, dismissed with costs.

KING'S BENCH.

Mathers, C.J.]

[Jan. 31.

RE STURGEON.

Infant—Permission to sue by next friend in forma pauperis—Practice.

An infant cannot sue in forma pauperis by next friend, unless it is shewn that he cannot procure as next friend a person who is willing to assume responsibility for costs, and unless the proposed next friend is also a pauper. *Lindsay v. Tyrrel*, 24 Beav. 124, followed.

The court will not appoint the official guardian of infants to bring an action as next friend of a pauper infant without his consent to assume the ordinary responsibility attaching to that position.

Wright, for applicant.

MacDonald, J.]

STIKEMAN v. FUMMERTON.

[Feb. 13.

Landlord and tenant—Landlord's claim for rent when goods seized under execution—8 Anne c. 14, s. 1—Lease by mortgagee to mortgagor in possession as additional security not a bona fide tenancy.

Interpleader issue as to the crops grown on the lands of Stevenson the execution debtor which had been seized by the sheriff under the defendant's writ of execution. The plaintiff was a mortgagee of the land and had taken from Stevenson, the mortgagor in possession, a lease reserving a rent of two-thirds