

How far this requirement is met by a next friend permanently resident out of the jurisdiction, I have not previously had to consider. . . . The point has never been raised or decided.

If the principle of *Scott v. Niagara Navigation Co.* is to be followed, it would seem that the next friend if out of the jurisdiction, should in some way be made amenable to the orders of the Court. This could be to some extent accomplished by requiring him to give security like any other absent litigant.

On consideration, I think it will be best to order that the plaintiff John Topping (the father) do give the usual security. In default of this being done, so much of the statement of claim as asks for \$2,000 for himself must be struck out. The usual security would enable the whole action to proceed, and, if this is done, no more need be said. But, failing this, I would give leave to the defendant to renew the motion, so that the point, which is new, so far as I am aware, may be further considered, if the parties so desire.

The remarks . . . in *Taylor v. Wood*, 14 P.R. at p. 456, as to the power to appoint—in cases of commendable litigation—the official guardian as next friend, may be of assistance in the matter.

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CARTWRIGHT, MASTER.

SEPTEMBER 12TH, 1903.

CHAMBERS.

SASKATCHEWAN LAND AND HOMESTEAD CO. v.  
LEADLEY.

*Writ of Summons — Service — Irregularities — Jurisdiction—Action respecting Foreign Lands—Confirming Proceedings—Conditional Appearance.*

The action was brought to set aside a mortgage made by the plaintiffs of certain lands in the North-West Territories, for a declaration that defendants the Leadleys held the lands as trustees for plaintiffs, for an injunction restraining those defendants from dealing with the lands, and for an account.

After the issue of the writ of summons, an order was made by a local Judge adding the Moores as defendants, and allowing service on them out of the jurisdiction of a concurrent writ. This order was applied for by plaintiffs in consequence of their solicitor having been told by the solicitor for the original defendants, the Leadleys, that (as was the fact) they had entered into an agreement with defendant J. T.