was laid down that a motion of this kind could not succeed. Here the action was begun at a time when if the venue was laid at London a trial could not be had at the jury sittings. If the suggestion of defendants' solicitors given in their letter of 8th February, that Sandwich was the proper place, had been adopted then all would have been well, and the trial would have already taken place.

As the case now stands the only relief that plaintiff can have is to be allowed to withdraw his jury notice, if one has been served, and go to trial at the non-jury sittings at London on 21st April—subject to right of defendants to move to change to Sandwich on 27th May. The motion for inspection was not contested, and an order may go for that as may be arranged.

If the plaintiff accepts the offer to go to the non-jury sittings the order will be with costs to defendants in the cause otherwise the motion will be dismissed with costs to defendants in any event.

MASTER IN CHAMBERS. MARCH 18TH, 1913.

SCULLY v. MADIGAN.

4 O. W. N. 981.

Debtor and Creditor—Garnishee — Judgment Recovered by Debtor Against Garnishee — Stay of Execution — No Debt Due in Præsenti—Assignment of Judgment.

MASTER-IN-CHAMBERS *held*, that where judgment has been recovered by a plaintiff, in an action against the defendant, but the entry of judgment has been stayed, there is no debt due and owing from defendant to plaintiff which can be attached by a judgment creditor.

Motion by defendant, a judgment creditor of plaintiff, to have an attaching order made absolute.

A. W. Ballantyne, for the motion.

J. P. MacGregor, for the judgment debtor.

Cook (Ryckman & Co.), for the garnishee.

The defendant in this case is admittedly a judgment creditor of the plaintiff. The plaintiff lately recovered judgment in an action against the garnishee, but a stay of 30 days was granted by the trial Judge which has not yet expired. It was also stated that the garnishee would probably, if not certainly, appeal.