

FALCONBRIDGE, C.J.—Not without great doubt and hesitation I have come to the conclusion that if any one (except the garnishees) was served with process of the Superior Court of Cook County in the original action on 8th March, 1901, it was not this defendant. . . .

[Discussion of the evidence.]

On this main issue defendant is entitled to judgment.

A good deal of evidence was given on the merits, defendant having in his statement of defence denied any liability to Langworthy and Clark (plaintiffs' assignors); on that evidence it is very doubtful whether Langworthy and Clark would be entitled to recover.

The assignment of judgment does not profess to transfer the original debt or cause of action, nor is there any reference to it in the statement of claim.

The action on the judgment set up in the statement of claim is dismissed with costs.

Plaintiffs may, however, on payment of costs of the trial, amend their statement of claim by adding, as parties plaintiffs, Langworthy and Clark, and by setting up the original cause of action upon which the foreign judgment was founded.

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CARTWRIGHT, MASTER.

JANUARY 21ST, 1905.

CHAMBERS.

FELGATE v. HEGLER.

*Security for Costs—Increased Security—Payment of \$200 into Court.*

Motion by defendants for further security for costs. See the report of a previous motion, 4 O. W. R. 439.

H. A. Clark, for defendants.

C. W. Kerr, for plaintiffs.

THE MASTER.—By Rule 1199 (2), security has to be given in the penal sum of \$400 (i.e., by bond, as provided by Rule 1205.) By Rule 1207 (1), instead of a bond, a sum not less than half the penalty of the bond may be paid into Court.