

Judge thought, have been relevant; for, if the plaintiff had no real interest in the contract, his business standing could not have been damaged. Then it was said that the discovery was necessary because the assignment might turn out to be a security only, and so the plaintiff could not sue. This argument was based upon a misunderstanding of sec. 49 of the Conveyancing and Law of Property Act, R.S.O. 1914 ch. 109, which enables the assignee to sue in his own name when there is a written assignment "not purporting to be by way of charge only." Upon the necessary amendments being made, the appeal should be dismissed; costs here and below to be costs in the cause. A. W. Langmuir, for the defendants. A. W. Roebuck, for the plaintiff.