

have been admissible under the plea of non est factum; that the defence was really an equitable one, involving rectification of the instrument sued upon; and in that case the jury notice would be irregular.

Order of Boyd, C., affirmed.

H. E. Rose, for defendants. *A. C. Macdonell*, for plaintiffs.

Boyd, C.]

T.— v. B.—.

[Dec. 10, 1907.]

Marriage—Declaration of nullity—Impotence—Jurisdiction.

The High Court of Justice has no jurisdiction to entertain an action to have a marriage declared null and void by reason of the alleged incapacity and impotence of one of the parties.

Lawless v. Chamberlain (1899) 18 O.R. 296 distinguished.

C. W. Thompson, for plaintiff. *H. W. Mickle*, for defendant.

Province of Nova Scotia.

SUPREME COURT.

Longley, J.]

ROBINSON v. McNEIL.

[Nov. 14.]

Gaming debt—Action for money borrowed to pay—Notice of assignment of debt—Immaterial slip—Code s. 226—Statute 9 Anne.

Defendant was a participant in several games of poker at hotels in the City of H., and being a loser and unable to pay, borrowed money for that purpose from L. and A. giving his cheques therefor. The cheques were dishonoured at the bank, and in the case of A., a promissory note was given for the amount, which was also dishonoured at maturity. The claims were assigned to plaintiff who brought action to recover the amount.

Held, 1. Notice of the assignment, signed by plaintiff "by his attorneys," was sufficient.

2. The notice setting forth the assignment accurately, a slip made in post-dating the notice was immaterial.