

verse does not hold. This is not one of "the circumstances of time and place when and where the trespass complained of took place which properly affect the damages," as was said by Bathurst, J., in *Tullidge v. Wade*.

As defendant has admitted the seduction, it will be for plaintiff to consider if there is any need for continuing the examination. I express no opinion, however, as to this.

The motion now made will be dismissed with costs in the cause to defendant.

BRITTON, J.

OCTOBER 21ST, 1907.

WEEKLY COURT.

UNION TRUST CO. v. O'REILLY.

*Mortgage—Sale under Judgment of Court—Abortive Auction Sale—Subsequent Sale by Tender—Sufficiency of Price—Validity of Sale—Special Grounds for Impugning—Irregularities.*

Appeal by infant defendants from the report on sale of the local Master at Ottawa, dated 24th September, 1907.

F. W. Harcourt, for infants.

G. F. Henderson, Ottawa, for purchaser, F. W. McKinnon.

W. N. Tilley, for plaintiffs, and for the Central Columbus Co., execution creditors of Philip O'Reilly.

BRITTON, J.:—The appeal is simply upon the ground that the offer of F. W. McKinnon is insufficient and not equal to the value of the land and premises in question in this action.

Pursuant to the judgment and order for sale, this property was offered for sale at auction at the court house in Ottawa at noon on 13th September, 1907.

It was offered subject to all taxes, local improvement, street sprinkling, and snow cleaning rates, which accrued due thereon after 31st December, 1906, and to water rates after the 30th June, 1907, and to a reserved bid fixed by the Master, and subject to the conditions of sale and advertisement.