before a judge, and the accountant in his report says he was duly sworn as provided by the rule. It was objected that this had not been done. The Court was of opinion, however, that the report was regular, and must be homologated.

LALIBERTE *es qual. v.* MORIN.

Seduction—Damages.

MONK, J. This was an action brought by a young lady for damages against the defendant who had seduced her. The circumstances were particularly atrocious. The defendant, aged about 38, was a married man. After the death of his wife, and within a year thereafter, he induced this young lady to go and stay at his mother's, where he lived. From the best view he could take of the case, His Honor thought it clearly resulted that by great assiduity, by a series of the basest manœuvres, by promises of marriage, pretending that he only delayed in consequence of the year of his widowhood not having expired, the defendant succeeded in attaining his end. The defendant was the lady's cousin, and he availed himself of the relationship to get her into his mother's house. The Court would award $1000 damages.

LAROCQUE *v.* THE MERCHANTS' BANK.

Deed of Sale—Assessment.

MONK, J. This was an action for a certain amount of interest, arising out of the following circumstances: The defendants purchased a lot of ground at the corner of Notre Dame Street and Place d'Armes. At the time they purchased this property the street was in process of being widened, and two assessments had been made on the property for the purpose of widening the street. The sale took place, and subsequently another tax of about $200 was imposed, nearly equivalent to the amount sued for. The Merchants Bank admitted they owed the amount of interest sued for, but said they had been obliged to pay this tax, and that they bought the property free and clear of all taxes. Two letters were produced, and it must be conceded that these went a great way in establishing the plea. On the 4th of February, 1865, Mr. Atwater, duly authorized by the Merchants Bank, wrote a letter to the plaintiff, and in this letter he stated among other things that the directors of the Merchants Bank had authorized him to accept the plaintiff's offer of the lot for $18,000, adding "It is understood that the Bank is to have the property free and clear. You are to receive the award for the part taken by the Corporation, less the assessment on the lot for the widening of the street, which of course the directors expect you to pay. Please inform me as soon as convenient of your answer." To this the plaintiff answered in substance on the 11th of February: In answer to your note of the 4th instant, I beg to say that we accept your offer of $18,000 for the lot, which we will deliver to you on the 1st of May next, after the widening of Notre Dame street, on your allowing us $800 for the commutation which we will effect for you." Upon the strength of these letters which seemed to embody the verbal agreement, the defendants had a perfectly clear case. There was no difficulty about it. Mr. Larocque accepted the conditions which were specifically stated in the letter. But unfortunately for the defendants there was a deed of sale. There might have been a great deal of talking and writing, but all that was merged into the deed of sale before notary. What did the Court find in the deed of sale? Nothing at all about the assessment. The presumption of the law was that the owner was bound to pay the assessment. Now at the time the assessment in question was imposed, the Merchants Bank were the proprietors. Further, the assessment was not for widening the street, but for some other purpose. In the face of the fact that it was not imposed for widening the street, and that it was not mentioned in the deed of sale, what was the Court to do? Was it to take the letters? The defendants said, if you look at the deed of sale at all, you must look at it in connection with the letters. But the Court did not require the letters to assist it in interpreting the deed of sale. There was no allegation of fraud or error. The Court was bound to say that the whole of the transaction was embodied in the deed, and that it might fairly be presumed there was some change in the bargain before the