

charges the husband with fraud in acting as his wife's agent, and getting the plaintiff to accept his worthless note in payment of her account. If it is not intended to plead this settlement as a payment, the plea has no signification whatever; for it concludes *not* that the defendant's liability may be modified, according to the delay of payment granted by the settlement or memorandum; but that the action may be dismissed, that is that the plaintiff is to have no right of action for the price of his goods sold to the wife, because the husband humbugs him into believing that they will pay every fifteen days. This plea is bad, it was at most an *exception temporaire*, and should even in that aspect have been supported by proof that the agreement had been fulfilled by the party pleading it. Judgment for plaintiff for amount demanded.

COUR SUPÉRIEURE. (EN RÉVISION.) Montréal, 31 Avril, 1874

Coram:—MONDELET, J., BERTHELOT, J., JOHNSON, J.

LEMONTAIS vs. AMOS *et al.*

Jugé:—Que dans une poursuite par un commis contre son patron, en vertu d'un engagement par écrit, le défendeur ne sera pas admis à prouver d'autres conventions que celles portées dans l'écrit.

This was an appeal from a judgment rendered by Mr. Justice Mackay, in a case in which plaintiff sued defendants for breach of contract and balance of salary due thereon. Plaintiff was engaged by defendants, by letter, for one year, as clerk, at the rate of \$600, to hold good except in case of misconduct. During the year, however, they discharged him for incompetency, to perform the duties of book-keeper, and plaintiff brought suit accordingly. In the written engagement nothing was said about book-keeping, and the plaintiff was not otherwise inefficient. The principal question turned on the admissibility of evidence