valued. See McLaughlin v. McLaughlin, 22 N. J. Eq. 505; Re Rose, 17 P. R. 136; Baker v. Stuart, 25 A. R. 445.

The order should go that the estate of William I. Pettit should be wound up; that out of the money paid into Court the estate of the widow should get $656.40, and interest at rate paid by the bank; and that the infant Charles Harold Pettit is entitled to residue, after payment of debts and costs.

Costs of all parties to this motion out of estate.

---

MacMahon, J.                 June 28th, 1902.

#### WEEKLY COURT.

### RYERSON v. MURDOCK.

*Master and Servant—Contract by Servant Not to Engage in Business—Wrongful Dismissal of Servant—Subsequent Engaging in Same Kind of Business—Not a Breach of Contract.*

Motion by plaintiff for an interim injunction to restrain defendant from breach of an agreement with plaintiff that " he will not, in the Province of Ontario, directly or indirectly, either by himself or by or through any person or persons whomsoever, either as owner, agent, or salesman, or otherwise howsoever, engage or be interested in the selling or disposing of the class of goods usually handled by (the plaintiff) for a period of two years from the date." The defendant was managing salesman for the plaintiff for the sale of house furnishings, and made the agreement before entering upon the service. The plaintiff required the defendant to give a bond and pay the premium thereon, and also made a change in the contract which affected the defendant's commission.

W. A. Skeans, for plaintiff.

R. B. Beaumont, for defendant.

MacMahon, J., held that a master cannot demand the resignation of his employee on an untenable ground, and, when the demand is complied with, use it as an instrument to prevent him earning a livelihood through being employed in the business to which he is accustomed.

Motion dismissed with costs.

---

Falconbridge, C.J.             June 28th, 1902.

#### TRIAL.

### HEAL v. SPRAMOTOR CO.

*Contract—Breach—Subsequent Letter as to Contract—Satisfaction—Waiver—Evidence.*

Second trial of an action to recover $329.28 and interest.