

ditions entered into between himself and the agent, he had repudiated it and returned it to the Company, and that, therefore, there was no consideration for the note.

Judge Loranger, who heard this and three other similar cases, dismissed Plaintiff's action on the following grounds:

Considering that it is shewn by the proof that the agent of the "Union Mutual Life Insurance Co. of Portland, Maine," one Dusseau, who solicited the insurance in question from Defendant, represented that by paying an annual premium of \$19.95 (the amount of the note in question) he would receive a policy of \$1,000 on his life on the "reserve and dividends at fixed period plan;" and that if he paid this premium regularly for 20 years, he would have nothing further to pay, and would have the right, without any further formalities of any kind, to any one of the following four options:

I. To receive a valuation in cash amounting to about \$587.40.

II. To receive a paid-up policy for about \$1465.00.

III. To receive an annuity of about \$40.17.

IV. To receive the entire dividend (tout le dividende) valued at about \$399.17.

That the said Dusseau agreed to deliver to the Defendant a policy of assurance in which the conditions above recited would be contained.

Considering that it is established that it was on these representations that the Defendant signed the note in question, but with the understanding that the note would be returned to him if the policy did not conform to these conditions.

Considering that the policy which was delivered to the Defendant contains two essential conditions which contradict those above recited; and notably that it is stipulated in the said policy that in order to obtain a paid-up policy at the expiration of 20 years, the Defendant would be obliged to submit to a new medical examination by a doctor appointed by the Company, and that if the report of this doctor should not be favorable, he will lose the benefit of this option; that in addition, in order to receive the dividends due at the expiration of 20 years, the Defendant would be obliged to pay his premium as formerly, although it had been stipulated that he would have nothing more to pay, and that in the event of his death after the expiration of 20 years his heirs would have the right to receive the amount of his policy.

Considering that it is proved that the Defendant did not accept this policy, and returned it to the said Company at once.

Considering that the said Dusseau was the duly authorized agent of the said Company when he solicited the risk in question, that, the policy which was delivered to said Defendant does not conform to the conditions stipulated, and that it does not represent the contract entered into between the parties.

Considering that the consent of the Defendant to this contract was obtained on false and erroneous representations, and that, consequently, the note which he signed under these circumstances was obtained without consideration.

Considering that one of the conditions of the policy was that it would only constitute a perfect contract between the parties from the day on which it was accepted by them, that the Defendant not having accepted the said policy, and having returned it to the Company within a reasonable time, no contract was ever perfected between the said Company and the Defendant.

Considering that the Defendant has proved the allegations of his plea. Doth dismiss the Plaintiff's action with costs.

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