

after the termination of his employment with the company, engage or be interested in any business or work within Canada or Great Britain in competition with the business of the company. Defendant had been for some months employed as a salesman in the Winnipeg office of the company, when the assistant general-manager came from Toronto, and, acting on instructions from the general-manager, placed the defendant in temporary charge as manager of the Winnipeg office and procured defendant to sign the agreement in question, telling him the company wanted it signed. No change was made or agreed to be made in defendant's salary or in the terms of his hiring. A few months afterwards defendant resigned his position and entered into business of a character similar to that of the plaintiffs.

*Held*, that there was no sufficient legal consideration for defendant entering into the agreement and that it was, therefore, not binding upon him.

Appeal allowed with costs.

*Coyne*, for plaintiffs. *Hugg* and *Wemyss*, for defendant.

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Full Court.]

[March 9.

MANUFACTURERS' LIFE INSURANCE CO. v. ROWES.

*Promissory note—Consideration—Liability of insured for premium on life insurance when policy voided for non-payment.*

Appeal by plaintiffs from verdict of County Court judge for one-fourth of the amount of defendants' promissory note for the first year's premium on a policy of life insurance issued to him by the plaintiffs. It was a condition of the policy that it should be utterly void if any note given for a premium should not be paid when due, but the note should nevertheless be paid; and in his application for the insurance defendant had agreed that he would accept the policy when issued and pay the first year's premium thereon.

*Held*, that defendant was liable for the full amount of the note, as it had been given for valuable consideration, and to permit him to pay for only three months' insurance, would be, in effect, to make a new contract between the parties. *Manufacturers' Life v. Gordon*, 20 A.R. 309, followed. *Royal Victoria Life v. Richards*, 31 O.R. 483, distinguished.

*Daly*, K.C., and *Crichton*, for plaintiffs. *McMurray*, for defendant.