

ful business career. She also says she knew there was nothing that her husband was more engrossed in than the success of the company, and that she knew he had a large amount invested in it; that upon that account and her son being manager she was also interested in its success. She says she consulted no one about the wisdom of her entering upon the guarantee; that she would have scorned to consult any one about the transaction, and regarded it solely as a matter between herself and her husband; that she knew the bank would advance a large amount of money to the company that her husband and son were interested in, upon the strength of the guarantee; and that she intended the bank to act upon the guarantee and advance the money; that she was in no way under the control or influence of her husband, but exercised her own free will; and that she was sanguine about the success of the company, if the bank would advance the money. She says that if her husband had said to her not to enter into the guarantee without asking some one else, she would have refused to consult any person else, that she knew there was no sham about the guarantee, and that she was becoming legally bound; that her husband did not make the slightest misrepresentation to her, and she repudiates the suggestion that she was in any way deceived or misled. Then when giving the second guarantee she said she knew the company wanted more money, and that that was the reason she was asked to give the additional guarantee. She did not remember getting stock in the company, but at once frankly recognized her signatures in the company's books, and to the proxies, although she had also forgotten about the latter. Then, speaking of the settlement made in 1904, when she gave up everything, she says she knew all the facts connected with the matter, and had learned nothing additional to what she knew at that time; she knew of the arrangement the Bank of Hamilton had made to pay her husband an annuity of \$5,000 per year; that the bank were releasing him from all liability; she knew she was conveying everything to the bank; that they could not keep up Inglewood (the Hamilton residence, which also belonged to her), on \$5,000 a year, and that she intended the bank to get it.

Mr. Stuart says that no misrepresentations of any kind were made to induce her to sign any of the documents; and