

it was recited that the plaintiff agreed, in case the arbitrators should find Cohoe and his wife or either of them indebted to the plaintiff in a greater amount than \$1,500, he would accept \$1,500 in full satisfaction of the indebtedness; and it was provided that, if the indebtedness should exceed \$500, that sum should be payable forthwith after award; and the defendants further agreed to give a mortgage for the balance of indebtedness. The arbitrators found that Cohoe was indebted to the plaintiff in a sum greater than \$1,500. No money was paid, and no mortgage was given; and so this action was brought.

Cohoe had no defence, and judgment should go against him with interest and costs.

As to the wife, who was not in any way connected with the business between her husband and the plaintiff, the learned Chief Justice finds that she had no legal and independent advice when she signed the note and the submission to arbitration; that there was no consideration to her for signing; that she signed by reason of a threat that the plaintiff would cause her husband to be arrested if she did not do so. The threat was made by one McLachlin, a bank manager, who went to the Cohoes with the note. McLachlin, according to his own evidence, said to the wife, "McCallum told me he would have Cohoe arrested if he did not settle." McLachlin afterwards told the plaintiff, what he (McLachlin) had said to Mrs. Cohoe; and the plaintiff, after receiving the information, never repudiated or disavowed the transaction. McLachlin was thus an agent of the plaintiff so as to bring the case within the rule stated in *Anson on Contracts*, 6th ed., p. 174, that the threat must be by the other party to the contract or else by some one with his knowledge for his advantage.

Moreover, the other facts found in favour of the wife were sufficient to establish her defence: *Bank of Montreal v. Stuart*, [1911] A.C. 120; and other cases.

Action dismissed as against the wife without costs.