

it for the services. As pointed out on the argument, this is not practicable.

The clauses are quite distinct from the valid provisions of the by-law, and they should be quashed, leaving the valid provisions operative.

The effect of this is that the town council has now passed a by-law requiring sanitary closets, and for the appointment of an officer to remove the contents, but his remuneration must be provided from the general rates of the municipality, and not by a fixed charge upon the separate premises.

As success is divided, no costs.

FALCONBRIDGE, C.J.K.B.

APRIL 8th, 1918.

*McCALLUM v. COHOE.

Husband and Wife—Liability of Wife on Promissory Note and Agreement Executed by her for Benefit of Husband—Lack of Consideration and of Independent Advice—Duress—Threats—Agent of Person in whose Favour Documents Executed—Evidence.

Action against a man and his wife to recover a sum of \$500, and for a mandatory injunction directing the defendants to execute and deliver to the plaintiff a mortgage on all real estate owned by them or either of them.

The action was tried without a jury at Woodstock.

A. H. Boddy, for the plaintiff.

R. N. Ball, for the defendants.

FALCONBRIDGE, C.J.K.B., in a written judgment, said that Cohoe had been buying wheat for the plaintiff on a commission basis; from time to time Cohoe drew on the plaintiff for amounts supposed to represent what he had to pay for the wheat; it was found, after a time, that Cohoe had considerably overdrawn; and it was agreed between the plaintiff and Cohoe that there should be an arbitration to determine the amount of the latter's indebtedness. Before the arbitration, Cohoe and his wife both signed a promissory note payable on demand to the order of the plaintiff for \$1,500—as an evidence of good faith, it was said. The wife also signed a submission to arbitration whereby