

The
Ontario Weekly Notes

VOL. VIII.

TORONTO, JULY 16, 1915.

No. 18

HIGH COURT DIVISION.

SUTHERLAND, J.

JULY 8TH, 1915.

SHILTON WALLBRIDGE & CO. v. MICHIE.

Husband and Wife—Promissory Notes Made by Wife as Security for Loan to Husband—Knowledge of Wife of Nature of Transaction—Absence of Undue Influence — Want of Independent Advice.

Action against E. R. Michie and Mabel G. Michie, his wife, upon two promissory notes, made by them, the consideration being money lent by the plaintiffs to E. R. Michie.

The defendant E. R. Michie did not defend, and judgment by default was entered against him.

The defendant Mabel G. Michie set up that she received no consideration for signing the notes, was not at the time aware of the nature of the documents which she signed, and never received any independent legal advice nor advice of any kind with respect to her signature to the documents.

The action was tried without a jury at Toronto.

R. J. McLaughlin, K.C., for the plaintiffs.

E. B. Ryekman, K.C., for the defendant Mabel G. Michie.

SUTHERLAND, J., reviewed the evidence in a considered judgment, and said that the defendant Mabel G. Michie was an unusually bright, well-educated, and intelligent woman; and, so far from it being shewn by the evidence that there was any concealment from her of the real facts or any undue influence exercised over her on the part of her husband, it was shewn that she was not only fully aware, by the explanations given and what happened at the times, that he was getting the loans, and that she was rendering herself and her property liable to repayment, but that she too was anxious that the plaintiffs should