his wife, as such evidence, while explaining, in no way contradicted the writing. *Young* v. *Schuler,* 11 Q.B.D. 651, followed.

The defendant J. A. S., who was president of the debtor company, and had undertaken to get the guaranty signed so that the plaintiffs would continue to supply goods to the company, objected that, as the guaranty was not really executed by his mother, M.S., he was relieved, upon the principle that it was not the guaranty which he intended to sign.

Held, that J. A. S. was estopped from saying that his mother was not a party to the guaranty, because he had told the creditor that W. S. had a power of attorney from his mother to sign, intending that the creditor should believe the fact and act upon it, and the creditor did believe in and act upon it by supplying goods on the strength of it.

Following general words of guaranty, the document sued on contained this clause: "and in case of insolvency of the said (debtor) you may rank on the estate for your full claim and we jointly and severally agree to pay any balance."

Held, that this expression should not be construed as in any sense limiting the effect of the prior general words, or requiring the creditor to wait until the winding up of the estate by an assignee before suing for his claim.

Laird and *McArthur,* for plaintiffs. *H. A. Burbidge, Fullerton* and *Foley,* for defendants.

Province of British Columbia.

COURT OF APPEAL.

Full Court.] HEPBURN *v.* BEATTIE. [April 10.

Libel—Finding by the jury that the article complained of "did not amount to a libel"—Question of libel or no libel left entirely to the jury—No objection to the charge.

Plaintiff was in 1910 an alderman of the city of Vancouver. At a meeting of the city council, held in March, 1910, he moved a resolution calling the attention of the authorities of adjoining municipalities to proposed real estate subdivisions and asking them to look carefully into all subdivision plans submitted for their approval. He made some remarks in support of his resolu-