cedure, preparing a note payable on demand, bearing date 16th December, 1907, for the said sum of $2,349, payable to the order of La Banque Nationale, and delivering it to the husband that he might obtain his wife's signature thereto. That note the husband took to his wife, and in the witness box Mrs. Usher stated that he came to her, asked her to sign it, and she signed it. He did not explain to her the nature of the transaction, the amount for which the note was drawn, nor when it was payable; he evidently treated his wife as a creature in his hands to do as he willed, and she, apparently an affectionate and confiding wife, deemed it her duty to meet her husband's wishes, and thus, without a single thought as to the nature of the transaction, or as to the liability which she was asked to assume, she signed the note in question as surety for her husband's indebtedness.

I make no findings in respect of the first note. The probabilities may be that she went through the same process in connection with that note as the note sued upon; but I am not dealing with probabilities; the evidence, and the only evidence we have here, is that of the wife. The bank manager did not say that the signature on the former note (which he says bore her signature) was her signature; he took it to be her signature; he may or may not have been familiar with her signature—his conduct would be evidence that he believed it to be her signature; but there is no evidence that she signed the first note. The issue here, however, is limited to the note sued upon. The whole transaction comes down to this, that the bank chose to appoint the husband their agent to endeavour to secure the signature of his wife to the note in question, and the bank's case is that he was successful. The wife was without the benefit of independent advice. Married women as a class are not in position to resist the importunities of husbands to become liable for their husbands' debts. It seems to me against public policy that a married woman should be left in a position where she must either resist demands of this nature from her husband, with the probable result of domestic differences, or yield, and run, with the not unlikely result of losing her property. In either case she would be a loser.

I take it to be the law that a married woman is presumed to be under the influence of her husband, and is, therefore, incapable of becoming surety for his debts so as to bind her estate, unless the presumption of undue influ-