

3. A creditor cannot enforce a guaranty given by a married woman at the request of her husband at a time when, to the creditor's knowledge, she was not in a condition to take much interest in any document presented by her husband to her for signature, if it is proved that, as a matter of fact, the husband did not explain the nature of the document to her and she signed it without asking any questions, supposing it was something to assist her husband in his business.

Chapman v. Bramwell (1908) 1 K.B. 233, and *Turnbull v. Duval* (1902) A.C. at p. 434 followed.

4. When a married woman is induced by fraud and misrepresentation on the part of her husband and son to give her husband a power of attorney containing provisions of which she was not aware, under circumstances that should have put the husband's creditors upon inquiry as to whether deception was not being practised upon her in the matter, such creditors will not be allowed afterwards to enforce as against her a guaranty signed in their favour by the husband in her name under such power of attorney. *National v. Jackson*, 33 Ch.D. 1, followed.

Hoskin, K.C., and *Montague*, for plaintiffs. *Andrews*, K.C., *H. A. Burbidge*, *Fullerton* and *Foley*, for respective defendants.

Bench and Bar.

JUDICIAL APPOINTMENTS.

Charles Archer, of Montreal, K.C., to be puisne judge of the Superior Court of the Province of Quebec, vice Hon. Mr. Justice Curran, deceased. (January 11.)

Hon. William Alexander Weir, of Montreal, K.C., to be puisne judge of the Superior Court of the Province of Quebec, vice Hon. Mr. Justice Champagne, transferred to the District of Ottawa. (January 11.)