Held, 1. When a married woman disputes her liability to a creditor of her husband upon a guaranty signed by her at his request, the onus is upon her to prove that the husband had exerted an overpowering influence upon her to induce her to sign it and that the guaranty was an immoderate and irrational act on her part. *Nedby* v. *Nedby,* 5 De G. & Sm. 377, and *Bank of Montreal* v. *Stewart* (1911), A.C., at p. 137, followed.

2. Such onus is satisfied by evidence that the wife, without questioning her husband, signed any and all documents brought to her by him without any knowledge of their contents or of their nature or purport, simply because the husband asked her to sign, and that the document was one which transferred a large portion of her property and the signing was of no material benefit to her or her husband. *Turnbull* v. *Duval* (1902), A.C. 429, and *Chaplin* v. *Brammall* (1908), 1 K.B. 233, followed.

3. The rule of law that, when one of several joint or joint and several sureties is released, all are released, is based on the principle that the creditor must do nothing to affect prejudicially the right of contribution between the co-sureties, and does not apply to a case when it is by no act or default of the creditor but only by the operation of the law that the one is released; as, for example, a wife under the circumstances above outlined.

4. When the creditor supplied goods upon the strength of a guaranty signed by three persons and also by one of those three as attorney for a fourth, two of them representing to the creditor that there was a good and sufficient power of attorney from the fourth person to the person who signed her name, and it turned out that there was no such sufficient power of attorney, the two who made that representation will be liable to the creditor for a breach of warranty of authority on the principle laid down in *Collin* v. *Wright,* 8 E. & B. 647; *Fairbanks* v. *Humphries,* 18 Q.B.D., at p. 60, and *Olivier* v. *Bank of England* (1902), 1 Ch., at p. 623, and it makes no difference that the attorney did not know that the power was insufficient. *Weeks* v. *Propert,* L.R. 8 C.P. 437, followed.

The document sued on was signed (in part) as follows: "M. Stephenson, per Attorney W. Stephenson," and W. Stephenson contended that he had not signed for himself, but only as attorney for M. Stephenson his wife.

Held that oral evidence was admissible to shew that W. S. intended the document as executed to bind both himself and