

wife was secretary and also a shareholder, given at the instance of the husband who was manager of the company, is not bound to see that she understood the document and had proper independent advice, particularly in a case where, in consideration of the delivery of the security, the creditor extended the time of credit to the debtor, advanced other goods and materially changed his position.

Gold Medal Furniture Co. v. Stephenson (No. 1), 7 D.L.R. 811, varied; *Chaplin v. Brammall*, [1908] 1 K.B. 233, doubted; *Bischoff's Trustees v. Frank*, 89 L.T. 188, and *Talbot v. Van Boris*, [1911] 1 K.B. 854, followed; *Turnbull v. Duval*, [1902] A.C. 429, distinguished.

In a transaction between a creditor and a limited liability company by which the indebtedness of the company was secured by a guaranty which was signed by a married woman at the request of her husband, the married woman cannot escape liability where it appears that she had a personal interest as the secretary and a shareholder in a company by pleading that she signed the guaranty at her husband's request without reading it over, where there was no misrepresentation and the creditor received it in good faith from the company as represented by the husband.

Bank of Montreal v. Stuart, [1911] A.C. 120, followed; *Chaplin v. Brammall*, [1908] 1 K.B. 233, doubted; *Gold Medal Furniture Co. v. Stephenson* (No. 1), 7 D.L.R. 811, varied.

D. H. Laird and F. J. G. McArthur, for plaintiffs. *C. P. Fullerton*, K.C., and *F. M. Burbidge*, for several defendants.

Province of British Columbia

COURT OF APPEAL.

REX v. CRAWFORD.

(10 D.L.R. 96.)

Macdonald, C.J.A., Irving, Martin,
and Galliher, J.J.A.]

[January 7.]

Criminal law—Evidence—Demonstrative evidence—View by court—Magistrate—Summary trial by consent—"View" by magistrate.

A police magistrate sitting as such under Part 16 of the Criminal Code (1906), and summarily trying an indictable