

that he told her "she was to get shares in the Fibre Company as a sort of acknowledgment of her goodness in doing this."

There is no element of fraud of any kind in the case. There was the utmost good faith by Mr. Stuart both towards the bank and the plaintiff throughout a long course of dealings in connection with this Sulphite Company, and, so far as the evidence and correspondence discloses, the same upright dealings and good faith entered into all the business transactions had between the guarantors to the bank.

Mr. Hellmuth contends, in the face of all this, that all these documents signed by the plaintiff must be rescinded, and that the law is that the wife cannot make herself liable for the debt of another without first having had independent advice. I have read all the cases cited by him and many more, and the opinion I entertained at the trial that this action could not possibly succeed has only been strengthened.

Powell v. Powell, [1900] 1 Ch. 243, followed in Wright v. Carter, [1903] 1 Ch. 27, are entirely different cases and were not between husband and wife. In Morley v. Loughnan, [1893] 1 Ch. 736, the statement made at p. 752 as follows, "or the donor may shew that confidential relationship existed between the donor and the recipient, and then the law upon grounds of public policy presumes that the gift in fact freely made was the effect of the influence induced by those relations, and the burden lies upon the recipient to shew that the donor had independent advice, or adopted the transaction after the influence was removed or some equivalent circumstances," is, I think, too wide, and must be intended to apply to the facts of that case, and it by no means follows that the wife, having separate estate of her own, can never make any contract for the benefit of the husband without independent advice.

Of course Adams v. Cox, 35 S. C. R. 393, was relied upon, and I presume it was upon the supposed authority of that case that the action was brought. No one would suggest that the facts are in any respect similar—the signatures of the ladies in the Cox case were obtained by gross fraud and misrepresentation, and no fresh advances were made upon the strength of those signatures; but it was argued that the case stands as a binding authority that the wife cannot obligate herself upon a contract for the husband's benefit without independent advice, fraud or no fraud, deceit or no deceit. It may be that that is the result of the judg-