a clause in the contract declared it forfeited and completed the work themselves at a cost less by about $4,000 than the unpaid balance of the original contract price of the whole work and took over and used the bridge.

That clause provided for an indemnity to the defendants against all loss occasioned by the default of the contractor also that if the damage to the defendants resulting from such default should be less than the sum due to the contractor under the contract, then the difference should be paid to the contractor. It also provided that the contractor should have no claim for payment in respect of the work done after the cancellation of the contract.

Held, notwithstanding, that the plaintiff was entitled to the full balance of the contract price less the costs and expenses incurred by the defendants in completing the work.

Elliott and *Deacon,* for Buchanan. *T. R. Ferguson,* K.C., for Stewart. *Hunt* and *Auld,* for defendants.

Mathers, J.] [Jan. 10.

CANADA FURNITURE CO. *v.* STEPHENSON.

Principal and surety—Guaranty—Release of one of two or more joint and several guarantors—Plea of non est factum—Liability of wife under document signed at request of husband.

Held, 1. If an instrument in the form of a joint and several guaranty to a number of creditors is altered after the signature of one of the guarantors by inserting the name of an additional creditor without the knowledge or consent of such guarantor, such alteration vitiates the instrument not only as against him but as against all the others who have signed, although such others signed after the alteration and with knowledge of it. *Ellesmere Brewing Co.* v. *Cooper* (1906) 1 Q.B. 75 followed.

2. A person who signs a document knowing its general character cannot succeed on a defence of non est factum, because it contains larger powers than he was led to believe by the person who induced him to execute it, or because he executed it without knowing or asking what it contained.

National v. *Jackson,* 33 Ch.D. 1, and *Howetson* v. *Webb* (1908) 1 Ch. 1 followed.

It is otherwise, however, when the document turns out to be of a character essentially different from what he supposed it to be, as in *Foster* v. *McKinnon,* L.R. 4 C.P. 704, and *Bagot* v. *Chapman* (1907), 2 Ch. 222.