

former worth and that of the chattel when repaired, and the damage sustained owing to the loss of use of the chattel while being repaired, are all recoverable, as damages, but damages are not recoverable for loss of the use of the chattel during the period of an unreasonable delay on the part of the owner in having the repairs made.

The "Greta Holme," [1897] A.C. 596, and *The "Argentino,"* 14 A.C. 519, referred to.

Where, under the Highway Improvement Act, 7 Edw. VII. (Ont.) ch. 16, as amended by 2 Geo. V. (Ont.) ch. 11, a county council has assumed highways in any municipality in the county in order to form or extend a system of county highways therein, the county is liable for the maintenance and repair of those roads, and for damages sustained by reason of the non-repair of any of them.

G. S. Kerr, K.C., and G. C. Thomson, for plaintiffs. T. J. Blain, and D. O. Cameron, for defendants.

Province of Manitoba.

COURT OF APPEAL.

Full Court.]

[March 17.

GOLD MEDAL FURNITURE CO. v. STEPHENSON (No. 2).

(10 D.L.R. 1.)

Evidence—Husband and wife—Undue influence—Burden of proof—Liability of wife as surety—Independent advice—Change of position of parties—Guaranty—Wife as surety—Signing guaranty at husband's request.

In an action by a creditor of a limited liability company, upon a guarantee signed by a married woman, who was the secretary of, and a shareholder in the debtor company, the burden of proving undue influence in respect of her signature thereto obtained by her husband lies upon those who allege it.

Bank of Montreal v. Stuart, [1911] A.C. 120, followed; *Euclid Avenue Trust Co. v. Hohns,* 24 O.L.R. 447, referred to.

A creditor, without notice of any undue influence on the part of the husband in procuring his wife's signature to a security for the amount of an indebtedness due by a company of which the