

Ont.] STUART v. BANK OF MONTREAL. [April 5.]

Husband and wife—Contract—Separate estate—Security for husband's debt—Independent advice—Stare decisis.

A bank pressed its debtor for security and accepted the guarantee of his wife and a mortgage upon her property.

Held, reversing the judgment of the Court of Appeal (17 O.L.R. 436) IDINGTON, J., dissenting, that the wife having executed the guarantee and mortgage on request from her husband and without any independent advice, the contract did not bind her. *Cox v. Adams*, 35 Can. S.C.R. 393, followed. Appeal allowed with costs.

Hellmuth, K.C., and *W. J. Elliott*, for appellant. *Shepley*, K.C., for respondents.

Province of Ontario.

COURT OF APPEAL.

Full Court.] McDONOUGH v. COOK & CRAWFORD. [April 5.]

Promissory note—Payee against endorser—Irregular endorsement—Liability.

Appeal by defendant Crawford from the judgment of CLUTE, J. The plaintiff as payee of two promissory notes recovered judgment against the maker and also against Crawford, who had endorsed the notes before their delivery to the plaintiff. Crawford appealed on the ground that this endorsement did not make him liable to the plaintiff.

Held, following *Robinson v. Mann*, 31 S.C.R. 484, that the defendant Crawford was liable. This was the case of a note, and there being no drawer, the defendant, not having signed as a maker, is subject to all the provisions of R.S.C. 1906, c. 119. Even if the plaintiff were not a holder in due course, but only a holder for value, he would be entitled to recover under the Act.

Bartram, for appellant. *McCurry*, for plaintiff, respondent.