

mentality; it was not a lucid interval within the meaning of the law; indeed, everything points to the very reverse.

I believe I have covered every phase of the case.

I have come to the conclusion that plaintiff failed entirely to prove either Paquet's excessive use of spirituous liquors or that he had a lucid interval from his insanity, when the contract was made. If any doubt in my mind had existed about it, defendant must have had the benefit of it.

I am of opinion the proof clearly establishes Paquet was habitually insane before proceedings for his interdiction were instituted; his disease developped and became worse from day to day; it was notorious within the meaning of the law, at the time, (*à l'époque*), he purchased said claim signed said check; he could not give a legal consent on that day and the check for \$15,000, the purchase price of plaintiff's said claim, and the sale of his Duluth stock and acceptance of plaintiff's and check for \$3,250, are all illegal, and are so declared and are cancelled and annulled, and the conclusions of the plea are granted, except as to the return of the Duluth Railway stock, which never had been given to the plaintiff.

Plaintiff's action has been dismissed with costs, notwithstanding the fact that he, as far as the notoriety of Paquet's insanity was concerned, was in good faith.

This is so because plaintiff was in court throughout the trial; he heard all the evidence; he had employed detectives to obtain evidence of Paquet's alleged excessive use of spirituous liquors, and had failed to obtain any; he was the last witness examined on his own behalf; he declared he persisted in his demand for judgment against defendant *es-qualité*.

Had he then declared that he known all the facts as disclosed in the evidence, he would not have taken his ac-