

phone Co., the Canadian Northern Railway Co; his desire to acquire a controlling interest in many other enterprises, such as the Levis Ferry Co.; his sudden extraordinary generosity with his money and his cheques. Defendant also alleges that Paquet was already a creditor of the National Telephone Company for \$30,000, which he could not collect and upon which, owing to the financial condition of the company, he must lose a considerable sum; that the claim for which he gave the \$15,000 cheque was a doubtful and hazardous one, and the purchase thereof was an evidence, in itself, of Paquet's insanity.

Notification of Paquet's insanity, and the tender of the cheque of \$3,250 and the transfer, and protest for the cancellation of the contracts and the cheques were alleged, followed by the usual allegation of renewal with the plea and conclusions in such cases.

Plaintiff, in his amended answer to plea, specially alleges that Paquet was not of unsound mind, when said contract was executed; that even if he had had intervals of mental derangement at that period, he was in a state of perfect lucidity of mind when the said transaction took place; that plaintiff knew him to be a rich man, and to have been previously concerned in transactions similar to the one in question; that the contract was a perfectly reasonable and profitable one for Paquet—the debt purchased by him was guaranteed by the bonds of the said National Telephone Company, bearing hypothec, and held partly by the signatories of the said note and partly by the Bank of Nova Scotia, where the said note was then under discount; that said Paquet was addicted to the use of spirituous liquors to excess, and the acts of extreme generosity and eccentricity attributed to him were, in fact, committed by him while he was under the influence of alcoholic