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— Action by guardian of lunatic — Note given for sale of goods before guardian appointed — Ratification.] — The plaintiff, the brother of a lunatic, sold certain property of such lunatic to defendant, taking a promissory note in payment expressed to be payable to plaintiff for the lunatic. The note being dishonoured, plaintiff sued to recover, and the action was dismissed. The plaintiff was then appointed guardian of the estate and brought a new action as

guardian, but did not notify the defendant of his appointment or ratify the transactions occurring prior to his appointment:— Held, that if the note when given was not valid, the plaintiff could not, upon being appointed guardian, recover upon it, in any event not unless he had ratified the sale and notified the defendant of such ratification and of his appointment.

Davis v. Reynolds, 2 Sask. R. 221.

END OF VOLUME I.