

same person would have paid one hundred cents in the dollar for plaintiff's claim.

Taking into consideration that, at that period, (*époque*), Paquet had been habitually of unsound mind, and proceedings for his interdiction had been commenced;—that he has since been interdicted;—the nature of the transaction between plaintiff and Paquet;—the fact that to this knowledge the claim had no marketable value on that date;—the price paid for it;—the flattering reference made by plaintiff to Paquet's wealth;—the fact that Paquet's mania had reference specially to his specially to his wealth and his desire for controlling large corporations;—the tone of censure used by plaintiff, because Paquet would not consent to the transfer of the bonds to the endorsers, who had paid their liability on the \$150,000 note;—his irritability thereat and his immediate demand, without reflection: *Voulez-vous la vendre votre sacrée réclamation*;—the fact that this transaction was not in his mind when he entered plaintiff's office, and he had no idea of buying this claim, until his spontaneous offer to do so;—that all negotiation on his part was without reflection;—that the transaction was a most unwise one, which could only result in loss;—that, at the same interview, he gave his cheque for \$4,500, in the Stadacona matter, and \$15,000 in the matter in question, although he had the following funds only on deposit: \$916.74 in the Quebec Bank, \$1,179.43 in the Royal Bank, and \$3.85 in the Banque Nationale;—that he had always been a most careful, prudent man, who had never been known, except since his insanity, to have given cheques when he had no funds to meet them;—the fact that insane persons may have intervals of partial mentality—these and other reasons referred to by me, all lead me to believe that on the occasion in question Paquet did not have full possession of his