

tiff of the \$150,000 note, already referred to, for one hundred cents in the dollar, and sold his Duluth Railway stock to plaintiff for the price he had paid for it, viz., 32½ cents. He received from plaintiff the latter's cheque for \$3,250 and gave his cheque to plaintiff for \$15,000.

Plaintiff presented Paquet's cheque of \$15,000 for payment, but as there were insufficient funds to meet it, payment was declined and the cheque was protested for non-payment. Plaintiff's cheque of \$3,250 never was presented for payment.

As plaintiff refused to cancel the contracts he had passed with Paquet, a notarial protest was served upon him, on the 9th of July, wherewith and whereby he was tendered his said cheque of \$3,250, together with the transfer of plaintiff's said claim, and a demand was made upon him for the return of the cheque signed by Paquet for \$15,000, and he was protested and legally put in default to cancel said contracts, but he refused to do so.

On the 14th of July, Joseph Paquet was duly interdicted for insanity, upon the petition presented on the 7th of July, and defendant *es-qualité* was appointed curator to his person and property.

On the 31st of July, the writ issued in this case, whereby plaintiff demands from defendant *es-qualité* \$15,002, being the amount of the cheque and cost of protest, with interest and cost.

Defendant pleads that for two months prior to the 8th of July, Paquet had been insane and he was so also on said date. Details are alleged of his acts of folly, his hallucinations, his belief that he was abnormally rich and that he was receiving large revenues from enterprises he had no interest in; his alleged ownership and control of corporations of large capitalization, such as the Bell Tele-