

The burden of proof of this fact was upon the plaintiff who alleged it, and in arriving at a conclusion as to its truth, I am directed, not only to take into consideration the oral evidence adduced as to Paquet's conduct on that occasion, but, also, the nature of the contract which was entered into by him.

I must be satisfied that, for the time being, his mentality was temporarily, completely restored; that for the duration of the interview occupied in discussing and concluding the contract and signing the cheque, he was a same man. If I have a reasonable doubt, to the complete lucidity of Paquet's mind, when he contracted with plaintiff and signed the cheque the benefit of the doubt should be given to the defendant. (1). [Perusal of the evidence of lucid interval.]

I think I should and I do conclude from the evidence that, as far as the notoriety of Paquet's insanity was concerned, plaintiff was in good faith; he knew nothing of it.

If it had been clearly proven that he had previously had any suspicions, that Paquet's mind was weakening, I think Paquet's conduct at the meeting of the Telephone Company, on the 23rd of June, and the readiness with which he consented to buy plaintiff's claim, at one hundred cents in the dollar, on the 8th of July, ought, upon reflection, to have convinced him that he was not the keen, shrewd, prudent, Joseph Paquet, who had, unaided, amassed a quarter of a million of dollars.

Plaintiff swears he did not find Paquet's conduct unusual at the meeting of the 23rd of June.

This is not in agreement with the opinions expressed by other witnesses, who were present at that meeting, and who were examined. [Evidence of these witnesses.]

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(1) 2 Migneault, 300.