

ted to the hospital, who was of opinion his condition of mind, taking into account his age (over 70), was due to nervous degeneration, and the evidence of his intimate associates and relatives who, though admitting he was not a total abstainer, denied he drank to excess.

40. Where plaintiff advances the answer that, in any event, the interdict had a lucid interval, at the time when he contracted and signed the cheque, the burden of proof thereof is upon the plaintiff: he must prove the nature and the duration of the interval were such as to leave no reasonable doubt, that during the time the negotiations proceeded, he was temporarily of perfectly sound and contracting mind—the nature and the wisdom of the contract is to be taken into consideration together with the other circumstances leading to its execution.

50. Defendant having proven the interdict's insanity was habitual and notorious, and plaintiff having failed to prove the alleged lucid interval, the contract was declared to be illegal and was cancelled, and the action was dismissed, with costs. (1)

Code civil, articles 325, 334, 335, 986.

This is an action for \$15,002 against the curator of Joseph Paquet, interdicted for insanity, on the 14th of July last; and since confined in l'Asile St Michel Archange. It is founded upon a cheque of \$15,000 signed by said Joseph Paquet, to plaintiff's order, on the 8th of July.

Joseph Paquet is a man of over 70 years of age who has amassed a large fortune as sub-contractor of railways and public works. The cheque in question was given under the following circumstances:

"La Compagnie de Téléphone National," had its chief place of business in Levis and operated its lines on the south shore. It sought an entry to Quebec and a connec-

(1) These holdings have been made by M. Justice McCor-kill himself.