

...MEDICAL JURISPRUDENCE...
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There is also, that aberration of the mind called Lunacy, or more properly Periodical Insanity, as the time of attack differs much in various subjects, some being affected only every year, while others have a return every month, and even every two weeks—the paroxysms of each, however, exist for seven or eight days. In the latter cases, therefore, the interval of reason, must be considered of too short a duration to admit the patient's power and controul over property; or amenable to justice for crimes committed by him, conceiving, as I do, that the brain can, for a long time after, but partially exercise its functions. It is in these and in other instances related before, that Public

Notaries should always keep in mind D'Aquesseau's sage precept—*Quia in eo qui testatur ejus temporis quo testamentum facit integritas mentis exigenda est.* He should also devote much of his attention to discover if relatives, or other persons interested in a Will or deed of Gift, do not sordidly take advantage of this state of mental alienation, to exact what, in moments of the patient's sanity, could never be avowed his act or testamentary disposition. His dictates should be such, as not to leave in the mind of this public officer, the most distant doubt of the full enjoyment of reason; nay, his will must be evinced in the clearest manner: *Ita ut adsint potestas, voluntas et modus.*

But a few days ago, a friend of mine, and a gentleman of legal knowledge (himself a Notary) related to me the extraordinary case of recent occurrence, of a woman about seventy years of age, who had always complained of the ill-treatment she invariably received from her daughter-in-law, since which she has always appeared much grieved. She enjoyed £50 a year, as bequeathed during her life time by her late son; but latterly they have found a Deed of Gift, making over the 50 pounds to the Daughter, in consideration of which gift, the good and kind daughter makes over to the generous mother-in-law the sum of 6 dollars a year!! Thus, being sound of mind and understanding, the poor decrepit woman makes over, for the kind treatment of her daughter, the sum of 200 Dollars a year, for 6! Curiosity, impelled me to see the poor woman—she denies having ever signed the deed in question, but she appears to have lost her memory. How far this deed of Gift may prove valid, will shortly be determined in a Court of Justice.

However applicable, it would probably be needless if not superfluous to introduce the civil code, touching contracts and obligations, but the conditions which are indispensably necessary to determine their validity, may not be improperly exposed here: 1st. The full consent of the obligee—2dly. His capacity of contradicting—3dly. An object which forms the subject of engagements—and 4thly. A lawful cause for the obligation. On the full consent of the obligee, I could not attain my object by more forcible and explanatory terms, than by