

evidence, said that he had come to the conclusion, upon the evidence, that the defendant had been failing mentally for some years past, and had gradually become incapable of intelligently appreciating business matters. It was fairly well established that, at all events after the death of another son in 1908, the defendant was not competent to understand a business transaction; and the finding must be that anything the defendant did, in the way of signing or indorsing notes or renewals, consents or waivers, in connection with the notes in question, was done at times when his mental condition was such that he could not understand or appreciate what he was doing or the liability he was incurring. It was charged on behalf of the defendant that Graham, the plaintiffs' manager, induced the defendant to sign or indorse the renewal note dated the 29th July, 1909, for \$2,437.45. The learned Judge said that he was satisfied from the evidence that Graham had had opportunity before this of learning and that he knew that the defendant was not in such a mental condition as to enable him to transact business or realise the liability he was incurring. And it was equally clear, from the evidence, that, when the note dated the 25th November, 1909, for \$2,500, was indorsed by the defendant, he was not mentally fit to do business or understand the nature of the transaction. It was his son, H. H. Bradfield, who apparently induced him to indorse this note; and he did so knowing of his father's incapacity; and the defendant's indorsement of that note and his indorsement of its subsequent renewals down to the one now in question were obtained by the son by fraud and undue influence and in each case when the defendant was not competent to transact business or understand the liability he was incurring. Reference to *Re James*, 9 P.R. 88; *Weinbach's Executor v. First National Bank of Easton*, 21 Am. Law Reg. N.S. 29. Action dismissed with costs. As to the counterclaim, the learned Judge said that, in view of his determination of the plaintiffs' rights against the defendant in connection with the notes in question, they had no authority or right to appropriate the sum of \$2,774.69, deposited with them by the defendant, and apply it on the notes; and the defendant was entitled to judgment for that amount and interest against the plaintiffs. The defendant was also entitled to recover from the plaintiffs two sums of \$623.10 and \$552.45 obtained by the plaintiffs from the assignee of the son's estate, with interest. The defendant also asked that a sum of \$2,800 withdrawn by the plaintiffs from the defendant's account, without his authority, and applied in payment of a promissory note