

as "in part" corroborating the witness Bradfield is of the most inconclusive character; this witness—Hunter—was a clerk employed by Bradfield, and his whole story is that on one occasion he saw the witness Graham in the store talking to the younger Bradfield, and that he afterwards went into the office there with the elder Bradfield. He was quite unable to tell when, any more than he thought "it was before Mr. Graham left," as of course, it must have been, if it ever occurred. Another thing which seems to me to have weighed quite too much with the trial Judge is that the note in question was obtained before the note of which it was a renewal came due, and at a time shortly before Graham was removed from the managership there to managership at some other place; but the new note upon its face, as well as the testimony of the witness Graham, makes the reason for that quite plain. The firm name had been changed, ostensibly at all events the concern had ceased to be a co-partnership firm and had become an incorporated company—R. H. Bradfield & Co., Limited—and if so a note signed in that name would create no personal liability on the part of the defendant. The manager naturally wanted the same security which he had on the old notes the security of the business and of the defendant personally; and that he could only have, if a company now owned the business, in a note to which the company and the defendants were parties. Hence the new note; but the trial Judge seems to have ignored these things and found suspicion in a transaction that would have been useless except for them. I can find no ground of any kind for suspicion in that transaction.

Then upon what evidence can the finding of knowledge of mental incapacity be supported? Nothing that I can find except that the two men were near neighbours of one another; perhaps evidence enough if the man's incapacity was undeniable; but surely of no great weight when a man of the experience and capability of Dr. Hamilton, of Cornwall, testifies against any mental disease, and describes the man as being, shortly before the trial, a man very well preserved for his years; and a man who admittedly was going about as if capable of taking care of himself; and doing some business including the waiver of protest of a note.

It should be observed, too, that even the witness Bradfield does not assert that the witness Graham was ever informed by him, or by anyone else, of the defendant's incapacity. Let me read his own words:—