

FUND IN COURT BELONGING TO FRENCH SUBJECT—CONFLICT OF LAWS—
FRENCH LAWS RESTRICTING PRODIGALS DEALING WITH THEIR PROPERTY—
"PRODIGAL"—"CONSEIL JUDICAIRES"—STATUS—PAYMENT OUT—CODE
NAPOLEON S. 513.

In re Selot (1902) 1 Ch. 488. In this case a Frenchman entitled to a fund in court applied for payment out, the application was opposed by his "conseil judiciaire" appointed under the law of France to restrain the disposition of his property without their consent, the applicant having, under the Code Napoleon, been declared to be a "prodigal" and restrained by a court of competent jurisdiction from receiving, alienating, or disposing of his property without the consent of his conseil judiciaire. Farwell, J., decided that the applicant was entitled to have the fund paid out to him notwithstanding the opposition of his conseil judiciaire, he being of opinion that the effect of the order of the French court was not to change the status of the applicant but merely to affect and modify it, and that he had no discretion to refuse to pay out money in court to which an applicant sui juris is entitled.

BILL OF EXCHANGE — NOTICE OF DISHONOUR — SAME PERSON ACTING AS
SECRETARY TO HOLDER AND DRAWER OF BILL—PRESUMPTION OF NOTICE.

In re Fenwick (1902) 1 Ch. 507, was a proceeding in a winding up matter. The facts are briefly as follows, there were three companies A., B. and C. having business relations with each other. The A. Co. had a claim against the C. Co. which it threatened to enforce, whereupon it was agreed that the B. Co. should purchase from the A. Co. a bill of exchange drawn by them on the C. Co. for the amount of the claim payable seven days after sight. The bill was accordingly drawn, accepted by the C. Co. and purchased by the B. Co. One Higgins was the secretary of all three companies. He knew as secretary of B. Co. that the bill was dishonoured, but he said that it was in contemplation of all parties that the A. Co. was not to be liable on the bill, and he never actually notified the A. Co. the drawers, of the non-payment. The A. Co. having gone into liquidation the B. Co. claimed to prove as creditors for a balance remaining due on the bill, which claim was resisted by the liquidator of the A. Co. on the ground of want of notice to the A. Co. of dishonour, and the question was whether the notice to Higgins was under the circumstances notice to the A. Co. Buckley, J., held that it was not, because Higgins knew