

days of the past week in this city, for so many years his home and the scene of his triumphs at the bar. It is here he is known best and loved most by his professional brethren of all parties. Is there any more honorable position in the world than Chief Justice of the Supreme Court of the United States? Chief Justice Fuller does not magnify his office. He is the same pleasant, social gentleman he was when at the bar, and greets a friend as kindly as of yore. Chicago is justly proud that she has furnished the Chief Justice to the Nation, but more so that she has furnished such a Chief Justice as Melville W. Fuller makes."

PAYMENT BY CHECK.

We really see and handle but little of our money. We pay our larger bills by check, and conversely debts are paid to us by checks which we pass through our banking accounts. It is consequently of some importance that we should know when we may pay by check, and when, if we are acting for others, we are justified in accepting a check instead of cash. When acting for ourselves we can insist on our strict rights and refuse a debtor's check, if we do not mind the inconvenience of the cash. We have heard of the case of a solicitor declining to accept the check of some other solicitor, and of the latter arriving in a cab with thousands of pounds sterling in bags, much to the horror of the creditor solicitor, who had hoped to have received bank-notes, and now had the labor of counting out the gold.

When payment is accepted by check, bill of exchange, or promissory note, it "may be absolute or conditional, the strong presumption being in favor of conditional payment." (Chalmers's Bills of Exchange, 4th ed., p. 305.) The meaning of "conditional" is that it will be treated as payment only if honored; if dishonored the debt revives. A person who accepts a check instead of cash in payment of a debt due to himself has a perfect right to run the risk of its being dishonored and the debtor's having disappeared, but when the acceptor is only an agent, a question of his liability to his principal arises. In some cases a check is recognized as a proper form of payment. For instance, in *Farrer v. Lacy, Hartland & Co.*, 53 L. T. Rep. N. S.