

KLOEFFER v. GARDINER (14 A. R., 60) is another decision upon one of the much-discussed questions as to assignments for benefit of creditors. The defendant was an assignee for the benefit of the creditors of the firm of McK. & McK. Subsequent to the assignment, the plaintiff (Kloefffer) recovered a judgment against McKillick and issued an execution, and the property assigned was seized. The defendant claimed it as assignee, and an interpleader issue was directed. The issue was decided in favor of the assignee, on the ground that the plaintiff before the recovery of his judgment had assented to and acquiesced in the assignment, and was estopped from disputing its validity. The plaintiff was afterwards collocated as a creditor for a certain dividend. The other creditors contending that the plaintiff, by attempting to destroy the assignment, had forfeited the right to take any benefit under it, the assignee refused to pay the dividend to the plaintiff, and this action was brought. Judgment was given at the trial against the plaintiff, on the ground that he was not entitled to recover because he had elected to disclaim and repudiate the assignment; and the judgment was sustained in the Queen's Bench Division, O'Connor, J., dissenting. On application to the Court of Appeal, the sole question for decision was, as stated by Osler, J., "whether, in the case of an unconditional assignment, for the benefit of creditors generally without preference or priority, a creditor is precluded from taking any benefit under the deed merely because he has unsuccessfully attempted to defeat it." This question the Court of Appeal unanimously answered in the negative, thereby reversing the decision of the Queen's Bench Division against the plaintiff; and the principle was laid down, as stated in the head-note to the case, that "the mere fact that a creditor disputes the validity of an assignment made by his debtor for the general benefit of creditors, is no ground for the assignee refusing to pay such creditor his dividend out of the money realized from the estate."

UNIFORM CHEQUES.

An improved form of cheque for the use of business men is proposed. The ideas which have given rise to the suggested changes are stated in the following recommendations made by the Chicago Bankers' Club: "The adoption of drafts and checks which shall be uniform in so far as concerns the positions for number and amount expressed in figures; adoption of the positions for number and amount suggested; adoption of the suggestion that all lathe or line work where used as a background for the amount be discarded; discontinuance of all perforators which pit, raise, or roughen that part of the check or draft upon which the amount is placed."

Following is a sample form of the check proposed:

CHICAGO, ILLS..... 188... No.....
TENTH NATIONAL BANK OF CHICAGO.
Pay to the order of
..... \$.....
..... Dollars.
(Signature.)

The amount [in figures] and the check number, it will be noticed, says the *Chicago Tribune*, are placed on the extreme right, but should not be so near each other as to lead to error or confusion in recording the number in the journal. The above form of check is held

to be as near perfect as possible, because (1) the eye can mechanically note the figures, the filling out of the body, and the signature; (2) the figures naturally fall close to the column in a book of entry; (3) "calling back" can be done quickly; and (4) the thumb of the left hand, in taking hold of the check, does not cover the figures. The proposed form of draft is essentially similar to that of the check, the name of the check, the name of the bank drawn upon occupying the lower left-hand corner."

A circular has been prepared by the Bankers' Club dealing with the subject. This is being mailed to every banker in the States. "It should be clearly understood," says this circular, "that no interference with the exercise of individual taste, in so far as regards the shape, size or general design of check or draft, is either intended or thought advisable. The bankers of Chicago have agreed in this matter only upon the position of the number and the amount expressed in figures. The twenty-one leading engravers, lithographers and printers of this city have not only signed an indorsement of the plan, but have in all cases where questioned agreed to alter any engraved or lithographed plates they might have in their possession to the new form without charge. As there is not nor will be any copyright or patent upon the idea, the change can be made without any expense whatever to bankers or the mercantile public." The circular is signed by C. J. Blair, R. F. Street and Douglass Hoyt. Chicago bankers have agreed to adopt the new style of check and draft as soon as the present stock is exhausted, and have agreed to use their influence to secure its adoption by their customers, both city and country.

FIRES FROM LIGHTNING.

Barns have suffered much from lightning-stroke during the storms that succeeded to the recent prolonged drouth in Ontario. Our Fire Record to-day shows nearly a dozen instances of this sort of loss last week. The main reason for such disasters as these is to be found in the fact that the contents of the barns, hay or grain in masses, are highly electrified by the presence near them of a thunder cloud and are therefore the more ready to attract the discharge from its bosom. Besides, the vapors which are given off by the new hay in the process of 'heating' or which may arise from hay or grain in a loft, form good conductors for the electricity which is seeking a path of escape from the cloud. Telegraphers are familiar with the fact that the line of least resistance, as they term it, is often found by lightning to exist in columns of hot vapor, such as smoke from chimneys, or even of cool vapors such as arise from an ice-house. The line of least resistance may be found in the presence of a tree full of sap and with moist leaves; as well as in hay or straw stacks, or barns filled with these materials. Trees vary, apparently, in their conductivity. A farmer who has known of twenty-eight forest trees being struck by lightning says that nine were oaks, seven poplars, four maples, three willows, and the others were a chestnut, horse-chestnut, walnut, hawthorn and elm.

Spang's book on lightning fires says that "A barn filled, for example, with new-mown hay, which is itself a better conductor than the wood or brick of the barn, giving off from its contents moist vapor which will pour out of a door or an end window, will attract lightning and be set on fire likely, by a discharge from a cloud hovering over it, even

though protected by one of the best lightning rods projecting, say, from the centre of the ridge of the roof. The reason of this is that the column of vapor rising from the open gable window is probably nearer to the storm cloud, and besides often the line of least resistance between it and the earth."

To obviate the danger thus indicated, it is recommended that wooden or metallic ventilators, preferable in the form of a chimney or cupola, shall be placed, at intervals of fifteen feet, along the ridge of the barn roof, to allow the vapor to escape. Over the top of these should be a sheet-iron cover or cap, connected by metal with the conductor upon the roof (or with the roof itself when that is a metal one) so that the cap may intercept a discharge from any cloud passing in the line of the escaping vapor. Such precautions as these may serve to lessen the destruction of farm property of which we have so many recent examples and are well worthy the attention of agricultural journals and of all agriculturists.

UNDERWRITERS' ASSOCIATION OF THE NORTH-WEST.

The next annual meeting of the Underwriters' Association of the North-West is to be held in Chicago, on Wednesday and Thursday, 14th and 15th September, 1887. The proceedings will open by calling of the roll and the reception of visitors on Wednesday morning at ten. The executive committee and the secretary will report, and then, at eleven, the president, Mr. A. Williams, will deliver his address. The appointment of committees, the reading of correspondence and the closing of unfinished business will consume the remaining time of the morning session. After intermission the gathering will reassemble at 1.30 p. m., when reports of special committees will be heard.

At 2 o'clock—Annual address, "Something Besides an Insurance man." Henry H. Hall, manager Northern Assurance Company, N. Y.

Paper—"Meteorology in its relation to Commercial Pursuits, especially Insurance." Lieut. John P. Finley, Signal Corps, U. S. A., to be followed by a discussion.

Paper—"Criminal Fires in the United States." Franklin Webster, editor of *The Chronicle*; open for discussion.

INTERMISSION.

Morning session, 9:30 o'clock. Thursday, Sept. 15, 1887. Miscellaneous business. Reports of State Boards.

10 o'clock—Paper, "Some of the Social Aspects of Fire Insurance." Franklin MacVeagh, merchant, Chicago. Discussion.

Paper—"Hostile Legislation and the Remedy." J. J. Berne, Adusjter Traders' Insurance Co., Chicago. Discussion.

Paper—"The Relations of Insurance to Civilization." C. C. Hine, editor of the *Insurance Monitor*. Discussion.

INTERMISSION.

Afternoon session, 2 o'clock. Thursday, will be opened by an address—"Some Thoughts from a Lawyer." Gen. I. N. Stiles, of the Chicago Bar.

Paper—"The Local Agent." Theo. Guelich, Burlington, Ia. Discussion.

Paper—"Should Insurance be Taught in Universities?" I. W. Holman, General Agent British America Assurance Co. Discussion.

Paper—"The Benefit of Local Boards and Compacts to Insurers and Insured." C. L. Whittemore, of the Connecticut Insurance Co., Chicago. Discussion.

Then come the election of officers, closing of unfinished business and adjournment.