

to have daily communication with his deceased wife, whose memory he greatly revered. During this time she acquired great influence over him, and controlled him to a large degree in the management of his business affairs, and at the same time he was addicted to the use of alcoholic liquors to such extent that he became debilitated in mind and body. Previous to his death he conveyed large portions of his property, for the considerations of "one dollar and friendship," to this woman. The court held that these conveyances should be set aside on the ground that they were procured by undue influence. This case, in one respect, resembles *Lyon v. Home*, L. R., 6 Eq. Cas. 655. The defendant in that action was somewhat celebrated as a spiritualist. The plaintiff sought him and thrust her gifts upon him; in consequence, however, of directions received, as she supposed, through the defendant, from her deceased husband. There were, however, no illegal or immoral relations between the parties. The court held that, owing to the confidential relations between the parties, the burden was on the defendant to support the deeds or gifts, and that he should satisfy the court that they had not been obtained by reason of confidence reposed, or undue influence. In *Robinson v. Adams*, 62 Me. 369, the subject of spiritualism, and its effect on the validity of wills, is extensively discussed, and the conclusion reached that when a will is attempted to be impeached upon the ground that it was the result, to some extent, of assumed spiritual communications with the deceased husband of the testatrix, and of her belief that her son-in-law possessed supernatural power over his wife, and was possessed of devils, the jury must determine how far these beliefs were founded in insane delusion, or exercised undue influence in producing the will. See, also, note to this case in Redfield's Leading American Cases on Wills, p. 384.—*Albany Law Journal*.

**PROTECTION OF WORKING PEOPLE.**—A curious bill has been introduced in the New York Assembly by Mr. Seebacher. It reverses the old order of things, when the poor were ground under foot by the rich, and proposes to place the employer under the heel of the employee. The bill provides that where judgments are recovered for wages for amounts less than \$50, and the execution issued thereon is not paid, the debtor

may be arrested and put in a jail or debtor's prison for fifteen days. By way of compensation it is provided that if, on a trial by jury, it shall be found that the plaintiff was in the wrong, or intended persecution, he may be imprisoned. It will be observed that no evidence of fraud on the part of the employer is required. The measure is evidently a restoration of imprisonment for debt, and it is to be hoped that the Legislature will not sanction a step in so dangerous a direction.

#### U. S. CASES IN BANKRUPTCY.

Some of the decisions in bankruptcy by courts in the United States admit of more than local application, and, regard being had to the difference in the law, may be usefully consulted. Appended is a digest of such recent decisions as appear to be of general interest:

*Bankrupt.*—If a bankrupt honestly regards a judgment held by him as worthless, he can omit it from his schedule without being chargeable with false swearing or fraud. If it had value as an asset, it is neither wilful false swearing nor fraud unless the omission to place it in the schedule was intentional.—*In re Winsor*, 16 N. B. R. (W. D. Mich.) 152.

*Books of Account.*—1. Keeping proper books of account, within the meaning of the Bankrupt Act, may be said to be the keeping of an intelligent record of the merchant's business affairs, and with that reasonable degree of accuracy and care which is to be expected from an intelligent man in that business. A casual omission of an entry, or mistake, would not be conclusive against the bankrupt.—*In re Winsor*, 16 N. B. R. (W. D. Mich.) 152.

2. In order that a merchant or trader should comply with the law requiring him to keep proper books of account, it is not necessary that he should enter therein entries of debts owed by him at the time he went into trade, previously contracted, as well as those incurred in his business as a trader.—*Id.*

*Composition.*—After a composition in bankruptcy had been confirmed, a petition for rehearing was filed, pending which the payments became due. Upon notice to all the creditors, the bankrupt was ready to pay all at the time and place notified, and all were there except the petitioning creditors. *Held*, that it was the