

its may be,—to treat the defendant like a proven criminal, and, by allowing the bail to remain at a sum which it is conceded he cannot give, compel him to continue in hopeless imprisonment.

In civil actions the sole object of arrest and bail is to secure the presence of the defendant where final process issues. The abolition of statutes which tolerated imprisonment for debt has given a direction to jurisprudence, in all kindred regards, opposed to oppressive measures and enactments. It is now well settled that the court has no right to fix bail at a sum so large as intentionally to oppress the defendant and prevent his release.

In view of the result of the recent trial, and in view of the further facts that the defendant is now under bonds on pending indictments in the sum of \$10,000; that he has executed a general assignment; that a great part of his property consists of real estate situated in Buffalo; and that the papers contain no averment that he intends to abscond,—it is thought that to require the additional sum of \$100,000 is unreasonable. It would seem to be directly within the prohibition of the constitution of the United States that "excessive bail shall not be required." Few men, even in official or business transactions, where no crime is alleged, or accusation made, can command friends wealthy enough, or numerous enough, to justify in such an amount. When crime is charged suspicion is aroused, and the difficulty proportionately increased. A reasonable opportunity to secure his liberty, pending trial, should be afforded the defendant, if it can be given without endangering the rights of the plaintiff.

The papers submitted on this motion have been carefully examined; and after consideration of all the facts presented, and consultation with the circuit judge who signed the original order, it is thought that the order should be modified by reducing the bail to the sum of \$25,000.

In re WILLIAMS & LEIDIG, Bankrupts.*

(District Court, E. D. Pennsylvania. June 27, 1882.)

BANKRUPTCY—DISCHARGE—FAILURE TO KEEP PROPER BOOKS.

A firm, during less than three years prior to their bankruptcy, had received from an individual notes and drafts to the amount of \$42,881.79, which they had procured to be discounted. Neither their ledger nor cash-book contained any entries of these transactions, nor did the name of the party from whom

*Reported by Frank P. Prichard, Esq., of the Philadelphia bar.

the notes were received appear therein. The bill-book contained nothing relating thereto, except some lead-pencil entries in the back of the book. The bankrupts had lost over \$30,000 in less than three years, and their goods were, at the time of their bankruptcy, under execution upon a judgment confessed to the creditor from whom they had received the notes. *Held*, that the failure to enter these note transactions in their books was a failure to keep proper books of account, and would prevent their discharge.

Exceptions to the report of a register upon an application for a discharge.

The register had reported that the bankrupts had commenced business October 1, 1873, with a capital of \$8,000, and stopped July 5, 1876; that when they failed they owed one Christopher Heebner \$8,500, on acceptances; that they had received from said Heebner and had procured to be discounted notes and drafts to the amount of \$42,881.79, of which the said sum of \$8,500 was unpaid at the time of their failure; that neither their ledger nor cash-book showed either the receipt of any such sum of money or the disbursement thereof, nor did Heebner's name appear therein; that of the sum of \$42,881.79 received from Heebner, \$23,581.79 thereof was said to be composed of certain lead-pencil entries made in the back of the bill-book; that nothing appeared in connection therewith on the book to show Heebner's relation thereto; that in view of the fact that the bankrupts failed for \$23,900, and lost \$8,000 capital in addition, in less than three years, and were under a levy of Heebner's, having confessed judgment to him, their stock of goods on hand at the time not amounting to over \$7,000, the register was of opinion that their failure to enter on their books the disposition of so large a sum as \$42,881.79 was ground for refusing them their discharge, as not having kept proper books of account. To this report the bankrupts excepted.

David C. Harrington, for bankrupts.

Richard P. White, for assignee.

BUTLER, D. J. Looking at this case with a desire to relieve the bankrupts, if it be done consistently with justice to others, I find myself compelled to sustain the register's report against them. Very great liberality has been exercised by the courts in construing and applying the statutory provision requiring merchants and tradesmen to "keep proper books of account,"—so great in some instances as almost to nullify the law. There is no hardship in enforcing this provision. Its purpose is to require dealers to keep such accounts as will exhibit their business and standing not only to themselves, but also to their creditors, before and after failure. This is not

much to require of a man who asks to be discharged from his debts without paying them. In this instance the bankrupts have not observed the requirement. Their books fail to show their business in an important particular, and to a large extent. We are therefore compelled to dismiss their exceptions to the register's report, and refuse their application for a discharge.

DELONG v. BICKFORD and another.

(Circuit Court, N. D. New York. 1882.)

1. PATENTS FOR INVENTIONS—SEEDING-MACHINES.

Where the grooves in the machine of the defendants were straight, or nearly so, while those in the machine of complainant were oblique, it is not an infringement.

2. SAME—VARIANCE.

A departure of one sixty-fourth of an inch from a straight line in defendant's grooves is not a sufficient divergence to constitute an infringement of oblique grooves. A patentee must be held strictly to the language of his claim.

3. INFRINGEMENT—RESPONSIBILITY OF MANUFACTURER.

A manufacturer cannot be held responsible for any change in the form of his machine made by third parties after it has left the manufactory.

Duell & Hey, complainant's solicitors. *George W. Hey*, of counsel.
F. L. Brown, defendants' solicitor. *Wood & Boyd*, of counsel.

COXE, D. J. This is an equity action for infringement, by the patentee of an alleged improvement in seeding-machines, against Lyman Bickford and Helen M. Kirkpatrick, who are copartners, engaged in the manufacture of agricultural implements, at Macedon, New York. The patent was issued to complainant on the third day of June, 1879, his claim being described therein in the following words:

"In combination with a seed-box or hopper, provided with a series of discharge-openings, a rock-shaft arranged longitudinally through the seed-box, and provided at each discharge-opening with a segmental sweep, *e*, having in its peripheral face oblique, parallel grooves of uniform width, constructed and operating substantially in the manner herein described."

Complainant's Exhibit No. 3 is apparently constructed in exact accordance with the specifications of the patent, the only appreciable difference being that in the patent the thrust of the seed from end to end of the hopper, when the machine is on a lateral incline, is prevented by the circular sweeps; in the exhibit the same result is