defendant is a correct one, no action at all could be maintained if the sale of the personalty aggregated the penal sum of the bond. The obligors bound themselves to pay to the United States the sum of $16,000, in case the distillery, etc., described in the bond, should, by final judgment, be forfeited for the violation of law. The distillery was so forfeited, and the obligors are now called upon to make good their covenant. The law is undoubtedy harsh, but defendants entered into this obligation with full knowledge of its provisions, and have now no reason to complain.

The motion for judgment is granted.

HUBBARD *v.* THOMPSON.*

(*Circuit Court, E. D. Missouri.* December 14, 1882.)

COPYRIGHT—INFRINGEMENT—PRELIMINARY INJUNCTION—ACCOUNT.

Where a bill for the infringement of a copyright stated that the copyright claimed to have been infringed had been assigned to the complainant by the defendant, and charged the defendant with having infringed said copyright by the publication of a book therein described, and in the prayer asked for a preliminary injunction, an accounting, etc., and where affidavits were filed against the injunction, which tended to prove that the contract which complainant claimed had operated as an assignment of said copyright had not been intended to so operate; that the agreements therein, to be performed by complainant, had not been performed by him; that said contract had been abrogated before the book complained of had been published; and that the publication of said book had not infringed said copyright,—*held*, that an injunction *simpliciter* should be refused, but that defendant should be required to give a bond to answer to any damages that might be adjudged against him in the case, and that he should be required to preserve an account of all the copies of said book which he had disposed of, and keep an account of all of said books which he might thereafter dispose of.

In Equity. Motion for a provisional injunction.

The bill in this case charges the defendant with having infringed the copyright of a book entitled the "Illustrated Stock-Doctor and Live-Stock Encyclopedia," alleged to have been assigned by him to the complainant. The alleged infringement consists in the publication by defendant of a book entitled "The American Farmers' Pictorial Cyclopedia of Live-Stock." The prayer of the bill asks for an accounting and damages, and that defendant be first preliminarily

*Reported by B. F. Rex, Esq., of the St. Louis bar.

and subsequently permanently enjoined from publishing and selling, or offering for sale, any copy or copies of the infringing publication. Numerous affidavits were filed for and against the preliminary injunction. Those against the injunction tended to prove that the copyright of the "Illustrated Stock-Doctor and Live-Stock Encyclopedia" had not been assigned as alleged, to complainant; that the contract alleged to have operated as an assignment contained agreements to be performed by complainant which he had failed to perform; that said contract had been abrogated before the publication of "The American Farmers' Pictoral Cyclopedia;" that this latter work was an original compilation, and that its publication had not infringed the copyright on the "Illustrated Stock-Doctor and Live-Stock Encyclopedia."

Josiah R. Sypher and *S. M. Breckinridge*, for complainant.

John B. Henderson and *Kerr, Gibson & Kerr*, for defendant.

TREAT, D. J. It is not advisable, in passing on this motion, to elaborate the views of the court; for the case must go to final hearing on the merits.

It must suffice to say that the relationship of the parties to the controversy is complicated by the alleged contract between them, and its alleged abrogation. Whether the original contract and its alleged abrogation covered the *copyright*, is yet to be determined; also the question of non-performance of covenants. It may be that defendant's compilation is substantially a reproduction, within the rules of law, of plaintiff's publication, or it may be otherwise; yet upon this motion, under the doubts existing, the rule in equity requires, and it is so ordered, that instead of an injunction *simpliciter*, that the defendant give a bond in the sum of $5,000, with John P. Hilfenstein as surety, to answer to any damages that may be adjudicated against him in this case; and that he keep an account of all the books by him hereafter sold or otherwise disposed of, and preserve an account of those heretofore sold and disposed of, which the plaintiff alleges are covered by the terms of the contract between them and the supposed assignment of the copyright in the bill mentioned; that is, of "The American Farmers' Pictorial Cyclopedia of Live-Stock," etc., published by the defendant.

WESTERN ELECTRIC MANUF'G CO. v. CHICAGO ELECTRIC MANUF'G CO.

(*Circuit Court, N. D. Illinois.* December 26, 1882.)

1. PATENTS FOR INVENTIONS—PATENTABLE INVENTION.

   Where the proof shows that complainant's devices have been generally adopted, the fact that simultaneously a number of inventors had given their attention to the subject-matter covered by the devices, is evidence that something more was required than mere mechanical skill to accomplish the result obtained by complainant's patent.

2. SAME—COMBINATION—NEW RESULT.

   Where the result produced by an aggregation of parts is the transmission of signals to a car when in motion, which had never been produced before the combination was adopted, and some of the parts in the combination performed a new function, the whole combination produces a new result.

3. SAME—INFRINGEMENT—DECREE.

   Where there is no controversy on the question of infringement, complainant will be entitled to a decree and an accounting.

In Equity.

G. P. Barton and *J. M. Thacher*, for complainant.

Merriam & Whipple, for defendant.

BLODGETT, D. J. This is a bill to enjoin infringement by defendant of patent No. 172,993, issued February 1, 1876, to Elisha Gray, (application for which was filed February 3, 1873,) for "an improvement in electric annunciators for elevators" and patent No. 148,474, issued March 10, 1874, to Augustus Hahl, (application for which was filed February 7, 1872,) for an "improvement in electric indicators for elevators;" both of which patents complainant claims to own, by assignment from the patentees, and no contest is made as to complainant's title.

Defendant denies the validity of these patents:

(1) For want of novelty.

(2) That the Gray patent was irregularly issued on an interference declared between the application of Gray and the patent of Hahl after the Hahl patent had been issued.

(3) That both patents, but especially that of Gray, are void for want of certainty in the description of the thing claimed to be invented.

(4) That each of said patents only shows an aggregation of parts which, in the combination, perform no new results.

The Gray patent showed two methods of connecting the annunciators in the elevator cab with the signal keys on the several floors and with the battery: one by means of a flexible cable of insulated wires, which was attached to the car with sufficient slack to allow the car to