

angles with the ridges, C, are formed short ridges, D, one end of which ridges, D, meets the ridges, C, and their other ends stop at a little distance from the next ridge, C. The ridges, C, D, thus form series of rows of T-shaped ridges, the ends of the cross-bars of which meet and form a continuous ridge. In the spaces between and parallel with the short ridges, D, are formed depressions, E. The plate, E, may be attached to the frame, A, with the ridges, C, running across, or up and down, as may be desired."

The claim in this patent is as follows:

"A sheet-metal wash-board having transverse continuous ridges and intermediate longitudinal separated ridges, the lines of direction of said ridges being at right angles to each other, and between which ridges inclined rubbing surfaces and soap pockets are formed, substantially as shown and described."

George H. Christy, for complainants.

G. A. Finkelnburg, Leo. Rassier, and Dexter Tiffany, for defendants.

TREAT, J. It is not the purpose of the court to enter upon a minute description or analysis of the original patent or reissue; nor of the alleged anticipation thereof. The decision of the United States supreme court in *Duff v. Sterling Pump Co.* 107 U. S. 636, S. C. 2 Sup. Ct. Rep. 487, furnishes very little aid for the present inquiry. In that case it was held that the Todd patent was limited to the form of the longitudinal and transverse grooves with protuberances thereon, the said grooving being at right angles. That case seems not to have determined definitely whether the said Todd patent or its reissue was valid. It decided that the defendant's wash-board in that case was not an infringement of the Todd patent, even properly limited. The question of novelty and utility looking to the validity of the patent, and also the infringement alleged are before the court as if undecided by the supreme court, whether the said patent and its reissue could be upheld, considering the state of the act and prior patents, is more than doubtful. It must suffice, for the purpose of this case, that whether said Todd patent was valid or not, under a proper construction of its terms and the limitations thereof suggested by the United States supreme court, the defendant is guilty of no infringement.

Bill dismissed, with costs.

HOLMES ELECTRIC PROTECTIVE Co. v. METROPOLITAN BURGLAR ALARM Co.

(Circuit Court, S. D. New York. December 4, 1884.)

PATENTS FOR INVENTIONS—FOREIGN PATENT—DESCRIPTION.

It is only a patent for an invention that has been previously actually patented in a foreign country that is limited by the foreign patent. The description of the invention in the foreign patent might affect the validity of the domestic one and might not, but would not limit it.

In Equity.

S. A. Duncan, for complainant.

Cary & Whitridge, for defendant.

WHEELER, J. The invention patented in the patent in suit, as the same was construed in granting the injunction now sought to be dissolved, was not patented in the English patent which has expired, the expiration of which is relied upon to terminate this patent, and is the ground of this motion. It is only a patent for an invention that has been previously actually patented in a foreign country that is limited by the foreign patent. The description of the invention in the foreign patent might affect the validity of the domestic one and might not, but would not limit it. Rev. St. § 4887. The effect of the various patents was considered, when the injunction was granted, as bearing upon the validity and construction of this one, and those questions are not open upon this motion as made. The motion is denied.

THE J. F. WARNER.

(District Court, E. D. Michigan. February 5, 1883.)

1. ADMIRALTY JURISDICTION—CONTRACT OF AFFREIGHTMENT—LIBEL IN REM FOR BREACH.

In cases of breach of contract of affreightment a libel will lie *in rem* against the vessel and *in personam* against her owner.

2. SAME—SUIT IN PERSONAM—STATE LAW GIVING LIEN.

While a court of admiralty will not entertain a suit *in rem* for the breach of a purely executory agreement because no lien is given by the law maritime, yet it has jurisdiction *in personam* of this class of cases, and where a state law has annexed a lien to such contracts a court of admiralty will enforce it.

In Admiralty.

This was a libel for breach of a contract of affreightment made at Buffalo, New York, July 31, 1879, between the libelant, Bewick, and respondent Walker, then master and part owner of the barge J. F. Warner. The libel was *in rem* against the barge and *in personam* against her owners. The libel set forth that on July 31, 1879, Bewick chartered the barge Warner to go from Buffalo to Alpena and transport a cargo of 340,000 feet of lumber, at \$1.50 per thousand, which she was to deliver at Buffalo; that the charter was verbal and never reduced to writing; and that said barge Warner having, as libelant was informed, a better offer, failed to perform her charter, and by reason thereof libelant suffered damages in the sum of \$680, which damages are a lien upon said barge, both by the general maritime law and the law of this state. The answer denied that any contract or charter-party was made to transport this lumber from Alpena to Buffalo. The fourth article alleged that Bewick made a proposition to the master of the barge which was accepted, namely, that said