

Such exact description was, however, essential to the validity of his patent, in view of the narrow field of invention which was really open to him, for the production of shifting light and shadows by means of corrugations on the surface of many different substances was old, and had in the prior art been applied to rubber. The patent contains no separate claim for the border, as in *Dobson v. Carpet Co.*, 114 U. S. 439, 5 Sup. Ct. Rep. 945, and the defendant's combination of his central panel with the complainant's border cannot be held to be an infringement unless complainant first produced such combination, and exhibited it in his patent so clearly and fully that one skilled in the art would understand that it was that specific combination which the patentee claimed. As none of the defendant's mats infringe the only specific design exhibited in the patent and shown in the drawing, the decree of the circuit court should be reversed, with costs.

HOKE ENGRAVING PLATE CO. v. SCHRAUBSTADTER.

(Circuit Court, E. D. Missouri, E. D. November 2, 1892.)

PATENTS FOR INVENTIONS—INFRINGEMENT—DAMAGES—PROFITS.

The entire profits derived by an infringer from the manufacture and sale of an article which owes its entire commercial value to the patented invention are recoverable in a suit for infringement.

In Equity. Bill by the Hoke Engraving Plate Company against Carl Schraubstadter, Jr., for the infringement of letters patent of the United States, No. 388,361, granted to said company for an improvement in relief type production. On exceptions to master's report. Overruled.

For a report of the opinion delivered at the time the interlocutory decree for the complainant was entered, see 47 Fed. Rep. 506.

Benjamin F. Rex, for complainant.

George H. Knight and H. G. Ellis, for defendant.

THAYER, District Judge, (orally.) In this case the master finds, as a matter of fact, that the infringing engraving plates manufactured and sold by the defendant during the period of the infringement derive their entire commercial value from the invention covered by complainant's patent. If this is the fact, then it follows that the complainant is entitled to recover the manufacturer's profits. The defendant's attorneys do not dispute this proposition. The real question that arises under the exceptions is whether the master is right in his finding of fact, that defendant's engraving plates derived their entire commercial value from the infringement of complainant's patent. I have considered the testimony on this point carefully, and I am unable to say that the master's finding is erroneous. The result is that the exceptions to the master's report must be overruled; but, as the complainant's solicitor professes a willingness that the defendant should be made some allowance for the use of his plant, I have concluded to allow him on that account the sum of \$270, which is the largest amount claimed. Deducting that sum

from the amount of profits as ascertained by the master, a decree will be entered for the complainant for the sum of \$17,842.37, with interest from this date.

UNITED STATES CREDIT SYSTEM CO. v. AMERICAN CREDIT INDEMNITY CO.

(Circuit Court, S. D. New York. January 6, 1893.)

1. PATENTS FOR INVENTIONS—PLEADING—DEMURRER FOR WANT OF INVENTION.
In a suit for infringement of a patent, the bill may be met by a demurrer, when it makes profert of the patent, and the same appears on its face to be invalid for want of patentable invention. *Post v. Hardware Co.*, 26 Fed. Rep. 618, followed.
2. SAME—INVENTION—CREDIT INSURANCE SYSTEM.
Letters patent No. 465,485, issued December 22, 1891, to Levy Maybaum, for "means for securing against excessive losses for bad debts," being a plan of insurance against losses from bad debts in excess of the usual percentage of such losses in a given line of business; the patent providing forms for ruling paper with spaces for entering various details of the insurance transaction, are void for want of invention. *Munson v. Mayor*, etc., 3 Fed. Rep. 338; *Id.*, 8 Sup. Ct. Rep. 622, 124 U. S. 601, distinguished.

In Equity. Bill by the United States Credit System Company against the American Credit Indemnity Company for the infringement of letters patent No. 465,485, dated December 22, 1891, and granted to Levy Maybaum for means for securing against excessive losses for bad debts. Heard on demurrer to the bill. Demurrer sustained.

In a prior suit between the same parties upon this patent, the circuit court for the northern district of Illinois also sustained a demurrer to the bill for want of patentable invention. See 51 Fed. Rep. 751, where a full description of the alleged invention, accompanied by cuts showing the ruled forms of the patent, may be found.

Rowland Cox, for plaintiff.

Edgar M. Johnson, for defendant.

WHEELER, District Judge. This bill is brought upon letters patent No. 465,485, dated December 22, 1891, and granted to Levy Maybaum, assignor to the plaintiff, for "means for securing against excessive losses for bad debts," makes profert of them, and is demurred to. As the patent contains a grant under the constitution and laws of the United States "to the patentee, his heirs or assigns, for the term of seventeen years, of the exclusive right to make, use, and vend the invention or discovery throughout the United States and the territories thereof," and the bill alleges infringement, the defendant must be put to the statutory defenses, unless what the patent covers is so far from any patentable invention or discovery as to be void, and require no defense whatever. *Rev. St. U. S. §§ 4884, 4920*. A bill upon such a void patent would seem to require no answer, (*Hill v. Wooster*, 132 U. S. 693, 10 Sup. Ct. Rep. 228;) therefore it may be met by demurrer, (*Post v. Hardware Co.*, 26 Fed. Rep. 618.)

The invention sought to be covered by this process is of a method