

office of a disclaimer is to enable the patentee to save himself from the peril of such a defense. Matters which have been properly disclaimed cease to be a part of the invention, and, as was said by the supreme court in *Dunbar v. Myers*, 94 U. S. 194:

"It follows that the construction of the patent must be the same as it would be if such matters had never been included in the description of the invention or the claims of the specification."

It is also urged for the appellants that the effect of the disclaimer was to limit the method of the patent to one in which perchloride or persulphate of iron is used as a coagulant. If these coagulants only, instead of coagulants "such as perchloride or persulphate of iron," had been mentioned in the description of the invention, there would be much force in the argument; and it might well be held that by disclaiming "the use of any other suitable agent which is capable of coagulating the impurities," all equivalents would be excluded. The literal effect of the disclaimer is to confine the claim to a method in which no other coagulants are employed except "such as salts of iron." It is to be observed, however, that the part disclaimed is not part of the descriptive matter, but a recital intended to enlarge the scope of the claim. The disclaimer consequently operates only to expunge from the claim what otherwise would, by force of the recital, be incorporated into it constructively. Obviously, it was intended to obliterate the recital from the patent, and to have no other effect. The patent, after the disclaimer, is to be read exactly as though the recital had never been inserted. Thus read, it is clear that the claim covers the use of any coagulant having similar properties to the salts of iron, which was a recognized equivalent.

As thus construed, the infringement of the claim by the defendants is established, although they use alum as the coagulant instead of the salts of iron. In some of the plants of the corporation defendant settling tanks are used between the introduction of the coagulant and the filter bed. In those plants the method of the patent is not appropriated, and there is no infringement.

The decree of the circuit court is affirmed, with costs.

THE IODINE.

HUDSON v. THE IODINE.

(District Court, E. D. Pennsylvania. February 18, 1895.)

No. 79.

SALVAGE—AMOUNT OF COMPENSATION—THE ELENA G., 61 FED. 519.

This was a libel by Joshua H. Hudson, master of the tug S. A. McCaulley, against the bark Iodine, to recover for services rendered.

John F. Lewis, for libellant.

Alfred Driver and J. Warren Coulston, for respondent.

BUTLER, District Judge. This case arises out of the facts stated in the suit by Neal v. The Elena G., 61 Fed. 519. A repetition of the statement made in that case is unnecessary.

It is not denied that the libelant rendered salvage services, and should be compensated accordingly.

The only dispute respects the amount justly due. After full consideration of all the circumstances I believe the payment of \$1,000 will be a fair compensation. The Iodine and the bark Munch were lying side by side, and were removed together. For the services to the latter \$500 were tendered and received.

The former is a much larger vessel, and was somewhat differently situated. I think double the sum paid by the Munch is sufficient for the services rendered the Iodine; and a decree may be prepared accordingly, with costs.

THE CITY OF HAVERHILL.

KNICKERBOCKER STEAM-TOWAGE CO. v. THE CITY OF HAVERHILL.

WATROUS v. THE ICE KING.

(District Court, S. D. New York. March 1, 1895.)

SALVAGE—TUG AND TOW—DANGEROUS LEAK—DEVIATION.

The City of H., a flat-bottomed river boat, while in tow from Boston to New York, with other barges, in December, sprang a dangerous leak not far from Gay's Head, in weather not unusual for the season, and without any fault of the tug. The tug was obliged to anchor the rest of her tow, and take the H. into Newport; and she preserved the latter from sinking by the use of the tug's pumps: *Held*, that the service of the tug in the rescue of the H. was outside of the contract of towage, and entitled the tug to extra compensation on salvage principles, but upon a lower basis of compensation than might be awarded to an independent tug, and \$800 was allowed.

This was a libel in rem by the Knickerbocker Steam-Towage Company, owners of the tug Ice King, against the steamship City of Haverhill, to enforce a claim for salvage. A cross libel was filed by Warren P. Watrous, owner of the City of Haverhill, alleging fault on the part of the tug which contributed to the injuries sustained by the salved vessel, and rendered her liable therefor under the contract of towage.

Wing, Putnam & Burlingham, for Knickerbocker S. T. Co. and the Ice King.

Goodrich, Deady & Goodrich, for the City of Haverhill and Warren P. Watrous.

BROWN, District Judge. 1. I do not find sufficient evidence to support the claim in the cross libel that the hawser was fastened in an improper manner, or that the mode of fastening caused any damage, or contributed to produce the leak; or that there was any