

by the "example" given of how to treat one of this general group. That paragraph 3 states what the patentees declare to be their invention seems to us beyond doubt, and the only fair interpretation of the patent is that originally given by complainant's expert, that their invention is, broadly, the formation by their process of the product sought to be patented from any sulpho acid of any radical; any one radical being susceptible of use interchangeably with any other, being the equivalent of that other and the products of all technically the same. The evidence shows conclusively that the statement that they had discovered that "any sulpho acid of any radical," treated according to their process, would give the product they said it would, was untrue. Briefly stated, the "discovery" which the inventors profess to disclose is that all mono-sulpho acids and all di-sulpho acids, treated in a prescribed way, will give a specific result; while the fact is that, so far as appears, no mono-sulpho acid thus treated will give such result; and, when they professed thus to disclose their "discovery," they either knew that the mono-sulpho acids will not give such result, or else knew nothing about the reaction of mono-sulpho acids under such process. In either case the "discovery" which they disclosed is not the "discovery" they made, and it is for the discovery or invention which the patentee makes and discloses that patent issues. Petition for rehearing is denied.

MEMORANDUM DECISIONS.

BEACH v. INMAN et al.

(Circuit Court of Appeals, Second Circuit. February 1, 1897.)

PATENTS—INFRINGEMENT—PAPER-BOX MACHINE.

Appeal from the Circuit Court of the United States for the Northern District of New York.

Edmund Wetmore, for appellants.

John Dane, Jr., for appellee.

Before WALLACE, LACOMBE, and SHIPMAN, Circuit Judges.

PER CURIAM. We agree with the judge who heard the motion in the circuit court that the grooved roller of defendant's machine is substantially the upper clamping die of the patent, for the mechanical reasons set forth in the opinion below. That being so, defendant's machine is an infringement, and the order of the circuit court (75 Fed. 840) is affirmed, with costs.

THE CHICAGO.

THE ALVENA.

ATLAS S. S. CO. v. THE CHICAGO.

PENNSYLVANIA R. CO. v. THE ALVENA.

(Circuit Court of Appeals, Second Circuit. February 1, 1897.)

COLLISION—FERRYBOAT—TUG AND TOW.

Appeal from the District Court of the United States for the Southern District of New York. See 78 Fed. 819.

Chas. C. Burlingham, for the tugs.

Everett P. Wheeler, for Atlas S. S. Co.

Henry G. Ward, for Pennsylvania R. Co.

Before WALLACE and LACOMBE, Circuit Judges.

PER CURIAM. In these cases the fundamental questions are the distance of the Alvena and tugs from the piers, and the rate of speed of the ferryboat. Upon the evidence contained in the record, much of which was put in in the presence of the district judge, we concur in his conclusion that the collision was occasioned solely by the fault of the tugs in towing the Alvena so near to the slip of the ferryboat that the latter, when about to leave the slip, on discovering the tug was unable to avoid collision by the exercise of reasonable care.

FIDELITY & CASUALTY CO. v. RANDOLPH. STANDARD L. & ACC.
INS. CO. v. SAME. PREFERRED ACC. INS. CO. v. SAME.
UNION C. & S. CO. v. SAME.

(Circuit Court of Appeals, Sixth Circuit. February 2, 1897.)

Nos. 440-443.

ACCIDENT INSURANCE—VOLUNTARY EXPOSURE—NEGLIGENCE.

In Error to the Circuit Court of the United States for the Western District of Tennessee.

J. K. Flippin and Luke E. Wright, for plaintiffs in error.

Geo. Randolph, Samuel Holloway, and Wm. M. Randolph, for defendant in error.

Before HARLAN, Circuit Justice, LURTON, Circuit Judge, and SAGE, District Judge.

HARLAN, Circuit Justice. These were separate actions upon accident insurance contracts. They were tried with the case of Insurance Co. v. Randolph (just decided) 78 Fed. 754. The evidence in these cases was the same as in that case.

The Fidelity & Casualty Company by its contracts insured against "bodily injuries sustained through external, violent, and accidental means," and against death resulting within 90 days from such injuries independently of all other causes. But the contract did not cover (among other excepted cases) "voluntary exposure to unnecessary danger"; and "in case of injuries, fatal or otherwise, wantonly inflicted upon himself by the accused," the measure of the company's liability was a sum equal to the premium paid.

The Standard Life & Accident Insurance Company by its contracts insured against "immediate, continuous, and total disability or death resulting from bodily injuries" caused "solely by external, violent, and accidental means." But its contracts did not cover (among other excepted cases) "intentional injury (inflicted by the insured or any other persons), voluntary overexertion,