wrestling, lifting, racing, voluntary and unnecessary exposure to danger, entering or trying to enter or leave a moving conveyance using steam as a motor (cable cars excepted), riding in or on any conveyance not provided for the transportation of passengers, or walking or being on the roadbed or bridge of any railway."

The Preferred Accident Insurance Company by its contracts insured against "immediate, continuous, and total disability or death resulting from bodily injuries," effected during the term of the insurance, "through external, violent, and accidental means." But those contracts did not cover (among other excepted cases) "intentional injury (inflicted by the insured or any other person), nor voluntary and unnecessary exposure to danger, nor wrestling, or fighting, or racing or competitive games, nor entering or leaving, or attempting to enter or leave, a moving conveyance using steam, cable, or electricity as a motor (except street cars), nor travel on any conveyance not provided for transporting passengers"; the extent of the liability for "injuries, fatal or otherwise, purposely inflicted upon the insured by himself," to be the sum paid for the insurance ticket.

The Union Casualty & Surety Company by its contracts insured against bodily injuries happening to the assured, as well as death, caused solely by external, violent, and accidental means. But the contracts did not cover (among other excepted cases) "injuries intentionally inflicted on the assured by himself or by any other person, not being an unprovoked assault," nor "voluntary exposure to avoidable danger, except where incurred in an attempt to save human life," nor "any violation of law or municipal ordinance or of the rules of any corporation, entering or trying to enter or leave a moving conveyance (other than street cars) using steam or electricity as a motive power," nor "riding in or upon a conveyance not provided for the transportation of passengers, or walking or being on the roadbed or bridge of any railway."

The defense in each of these cases was substantially the same as in the case against the Travelers' Insurance Company.

The words, "voluntary and unnecessary exposure to danger," in the contracts with the Standard Life & Accident Insurance Company and the Preferred Accident Insurance Company, and the words, "voluntary exposure to avoidable danger," in the contract with the Union Casualty & Surety Company, mean the same as the words, "voluntary exposure to unnecessary danger," in the contracts with the Travelers' Insurance Company and Fidelity & Casualty Company.

For the reasons stated in the opinion in Insurance Co. v. Randolph (just decided), the judgment in each of these cases is affirmed.

KING v. McCLINTOCK et al.

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

No. 184.

INJUNCTION—DISSOLUTION.

Appeal from the Circuit Court of the United States for the District of West Virginia.

Maynard F. Stiles, for appellant.
Z. T. Vinson, for appellees.

Before SIMONTON, Circuit Judge, and MORRIS and BRAWLEY, District Judges.

SIMONTON, Circuit Judge. This case presents precisely the same facts and the same questions as that of King v. Buskirk (just decided) 78 Fed. 233. The appellant is the same person as the appellant in that case, and the appellees were defendants in the injunction suits as well as in the action at law. The verdict of the jury was in their favor, and their motion to dissolve the injunction was based on that verdict. The decree of the circuit court is affirmed.

YPSILANTI DRESS-STAY MANUF'G CO. v. VAN VALKENBERG et al.

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

PATENTS—NOVELTY—INVENTION.

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

Edmund Wetmore, for appellant.
C. H. Duell, for appellees.

Before WALLACE, LACOMBE, and SHIPMAN, Circuit Judges.

PER CURIAM. Decree of circuit court (72 Fed. 277) affirmed, with costs, upon the opinion of court below.

CARTER-CRUME CO. v. BLOOMINGDALE.

(Circuit Court, S. D. New York. February 6, 1897.)

PATENTS—INFRINGEMENT—ANTICIPATION.

In Equity.

Bill brought by Carter-Crume Company against Lyman G. Bloomingdale for infringement of reissue letters patent No. 10,359, issued July 24, 1883, for an improvement in manifold copying books. The defenses were: (1) Noninfringement; (2) invalidity of the reissue; (3) anticipation by prior use; and (4) lack of equity in the complaint. On motion for preliminary injunction. Granted.

Charles H. Duell, for complainant.
Kerr, Curtis & Page and Benjamin Barker, Jr., for defendant.

LACOMBE, Circuit Judge. All the defenses urged here, save one, appear to have been presented before Judge Coxe. The new one is the "prior use" of a particular book now produced by C. C. Boyles. The evidence touching the authenticity of this book, and to what extent its use anticipated the patent, is of a character which may best be passed upon on final hearing. Following Judge Coxe's decision, the motion for preliminary injunction is granted; injunction not to take effect until 30 days from date, so as to give defendant, who is a user, opportunity to provide himself with noninfringing order books.

DAVIS v. CAMMEYER.

(Circuit Court, S. D. New York. January 30, 1897.)

PATENTS—PRELIMINARY INJUNCTION—DENIAL.

Motion for preliminary injunction. Suit on patent No. 242,382, dated May 31, 1881, to Michael Shuter and Abraham Davis, for "tip for insoles," and sustained on final hearing in Shuter v. Davis, 16 Fed. 564. Denied.

Edwin H. Brown, for complainant.
Philip J. O'Reilly, for defendant.

LACOMBE, Circuit Judge. The articles used in the defendant's shoes are not in all respects like those which, in the former suit, were held to be infringements of the patent. While the variances are not perhaps great, the patent is a narrow one, and the determination of the question whether these particular tips are also infringements may best be reserved for final hearing.