

tract, which is substantially the same as in the Huber Case, calling for 100,000 stamps during the life of the patent, was signed by Engler, one of the firm of Alder, Rappolt & Co., on May 20, 1889, at St. Gall. Reference to the opinion filed in the Huber Case will sufficiently indicate the reasons for the disposition of this suit, the evidence in the two suits being in most particulars the same. It appears that negotiations between the parties began on May 17th, and that at the first interview, as two of the complainants testify, Solomon Guggenheim told them, among other things, that the Union was licensed for the term of the patent. Thereafter, and before concluding the negotiations, one of them called on Mr. Hoffman, one of the partners in the Union, and was informed by him that this could not be, since Kilngler, the person who acted for the Union in America (the Union contract was signed in New York, May 11th), was not empowered to make a contract for more than three years. In their succeeding interview with Solomon they told him of this statement of Hoffman, and he "assured [them] again that under no circumstances would he make a contract for less than the whole life of the patent," and they thereupon signed their contract. In December, 1889, they were informed by their agent here that the Union people in the United States asserted that "the Union only guaranteed for three years," but they seem not to have made this the subject of any protest to defendants, nor to have taken any action in repudiation of their contract, until two years later. These circumstances indicate pretty clearly how insignificant was the consideration given to the term for which the Union had bound itself. Indeed, the proofs in this case, more strongly, even, than in the Huber Case, show that the inducement to the making of these contracts was found in the belief in the validity and scope of the patent, and in the situation created by the announcement of defendants' intention to sell no more stamps except under their new contracts of license. The bill is dismissed, with costs.

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GOLDY et al. v. GUGGENHEIM et al. (Circuit Court, S. D. New York, October 11, 1898.) George C. Lay and Thomas P. Wickes, for complainants. John P. Bennett and Joseph H. Choate, for defendants.

LACOMBE, Circuit Judge. This suit is similar to the others brought against the same defendants. Huber v. Guggenheim, 89 Fed. 598; Reichenbach v. Same, Id. 1023; Hummel v. Same, Id. 1023; Nordlinger v. Same, Id. 1023; Alder v. Same, Id. 1021. The contract was signed in March, 1890, subsequent to the granting of unlimited licenses for nominal considerations to the four American houses, and, if the court were satisfied that a statement was made by defendants, or on their behalf, that no better terms had been given to other licensees, the prayer of the bill would be granted. No sane man would have entered into this contract if he knew of the existence of the American contracts. Misrepresentation as to them would be clearly material. But the difficulty in this case is with the proof that any such representation was made. The negotiations leading up to the contract were had, not with Solomon Guggenheim, nor with any of the defendants, but with Adolph Brunner, their clerk. The testimony of the member of complainants' firm who carried on the negotiations is not especially persuasive. Upon direct examination he says that Brunner told him his contract "was on more advantageous terms than any of [his] competitors had." But, when pressed, on cross-examination, as to whether he was prepared to testify that Brunner told him that, he replied: "I cannot say exactly, but he gave me to understand that. Q. You inferred that? A. Yes." Brunner explicitly denies that he made any such statement. Upon this contradictory testimony,—complainants having the burden of proof,—the court is not satisfied that the false representation was made. The other points in the case are covered by opinion in Huber v. Guggenheim (filed yesterday) 89 Fed. 598.

HUMMEL et al. v. GUGGENHEIM et al. (Circuit Court, S. D. New York. October 11, 1898.) George C. Lay and Thomas P. Wickes, for complainants. John P. Bennett and Joseph H. Choate, for defendants.

LACOMBE, Circuit Judge. This is a suit to set aside contract of license signed October 15th on the basis of 25,000 stamps a year for life of the patent. For discussion of the question arising reference may be had to the opinion in *Huber v. Guggenheim* (filed yesterday) 89 Fed. 598. Bill dismissed, with costs.

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NORDLINGER et al. v. GUGGENHEIM et al. (Circuit Court, S. D. New York. October 11, 1898.) George C. Lay and Thomas P. Wickes, for complainants. John P. Bennett and Joseph H. Choate, for defendants.

LACOMBE, Circuit Judge. This case is similar to *Huber v. Guggenheim*, in which opinion was filed yesterday. 89 Fed. 598. For the reasons stated in that opinion, the bill is dismissed, with costs.

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REICHENBACH et al. v. GUGGENHEIM et al. (Circuit Court, S. D. New York. October 11, 1898.) George C. Lay and Thomas P. Wickes, for complainants. John P. Bennett and Joseph H. Choate, for defendants.

LACOMBE, Circuit Judge. This cause is similar to *Huber v. Guggenheim*, in which opinion was filed yesterday. 89 Fed. 598. The contract was signed October 16th or 17th. It was on the basis of 50,000 stamps per annum for five years, with privilege of renewal. The alleged false representations as to the validity and scope of the patent, and as to what would constitute infringement, are discussed in the *Huber* opinion, q. v. There is no proof of any representation that the Union contract was for the full term of the Rice patent. One of the alleged false representations relied upon is that Solomon Guggenheim assured complainants that "this was as good a contract or better than other people had." This statement appears to be accurate. The Reichenbach firm seems to have secured better terms than *Huber* or *Pulaski* had obtained. The bill is dismissed, with costs.

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WALLACE v. LANTRY. (Circuit Court, D. Kansas, First Division. August 19, 1898.) Before WILLIAMS and PHILIPS, District Judges.

PHILIPS, District Judge. The facts, as disclosed by the pleadings and the motions and demurrers in this case, are identical with those in the case No. 7,543 (*Same Receiver v. Hood*, 89 Fed. 11), with the exception that the amount of stock purchased by defendant, Lantry, was 200 shares, and with the exception that there is no ground for the suggestion contained in the opinion in No. 7,543 that defendant, Lantry, was a director of the bank. For the reasons assigned in said opinion, the demurrers are sustained.