

length above the upper end of the spindle, so that the combination of Pearl's second claim appears to be present, of the bobbin with two chambers, the intermediate adhesive bearing, and the blade of the spindle made shorter than the bobbin. These bobbins are represented by the exhibits H, I, J, and M, and are said to have been used with a spindle substantially like exhibit G.

Upon the best consideration I have been able to give to the contradictory evidence in respect to the Wauregan bobbin, I am of opinion that Atwood did ream out the top of his bobbins before the date of Pearl's invention. I agree with the plaintiffs' counsel that this fact only affects the third claim, and does not prevent a recovery for infringing the second. It may eventually have a bearing on the taxation of costs.

Interlocutory decree for the complainants.

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WHITE v. S. HARRIS & SONS MANUFACTURING Co.

(Circuit Court, D. Massachusetts. July 19, 1880.)

1. PATENT No. 220,126—INJUNCTION—LICENSE—ESTOPPEL.

In Equity.

*Myers & Warner*, for complainant.

*Thos. H. Dodge*, for defendants.

LOWELL, C. J. The complainant's patent, No. 220,126, is recent, and has not been litigated, and the affidavits give us to understand that its validity is seriously contested. This is reason enough for not granting a preliminary injunction.

It is said that the defendants are estopped by having accepted a license from the complainant. But the only license asked for or taken was to sell certain goods which the defendants had on hand when the patent was obtained, which seems to be rather in the nature of a compromise to save trouble, than a deliberate acknowledgment of the validity of the patent. But, if the defendants are estopped to dispute the patent, there is a serious doubt of the infringement. The

articles complained of are made under patent No. 221,721, which Judge Blatchford has lately said, in refusing a similar motion, do not, at first sight, appear to infringe the patent of the complainant. *White v. Noyes*, 2 FED. REP. 782.

Preliminary injunction refused.

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**FORCE v. THE SHIP PRIDE OF THE OCEAN, etc.**

(*District Court, E. D. New York. June 26, 1880.*)

1. **BOTTOMRY CONTRACT — MARITIME INTEREST.** — An agreement for maritime interest is not a necessary element in a contract of bottomry.
2. **SAME—WHEN LOAN DUE.**—A loan payable 10 days after the arrival of a ship at its ports of destination, becomes due and payable when the voyage has been broken up by the negligence and omissions of the master.
3. **SAME—COLLISION—MARITIME LIENS.**—A claim for damages caused by a collision occurring during the voyage, is entitled to preference over a bottomry loan made upon the same voyage, prior to the happening of such collision.

*Sidney Chubb*, for libellants.

*W. W. Goodrich, E. L. Owen and Hill, Wing & Showdy*, for intervenors.

**BENEDICT, D. J.** This cause comes before the court upon exceptions to a libel, filed under the following circumstances: On the tenth day of October, 1879, the ship *Pride of the Ocean* was proceeded against in this court by the owners of the schooner *George W. Andrews*, to recover the damages caused to that vessel by a collision with the ship *Pride of the Ocean*, which occurred on the high seas on the third day of August, 1879.

The said action proceeded to a trial, and resulted in a decree condemning the *Pride of the Ocean* for the damages aforesaid. Subsequently to such interlocutory decree the ship was sold by order of the court as perishable, and the proceeds were brought into the register. The net proceeds of such sale amount to the sum of about \$5,500, while the