

MELLON v. SMITH-DAVIS MANUF'G Co. and others.

(Circuit Court, E. D. Missouri. March 2, 1885.)

PATENTS—METALLIC SPRING-BEDS.

Letters patent No. 238,703, granted to Peter A. Mellon for an improvement in "metallic spring-beds," held void for want of novelty.

In Equity.

Suit for the infringement of letters patent No. 238,703, granted to Peter H. Mellon for an improvement in metallic spring-beds. The improvement relates, as the specifications state, "to a spring-bed made entirely of metal, and it consists in duplicate iron frames, to which the bottoms and tops of the outer row of the double spiral springs are secured by wire; the inner rows of springs being connected to each other and to the outer row by means of open-wire links." The inventor claims as his invention "the combination in a spring-bed of the frames, A, A¹, braces, D, and double spiral springs, C, connected to each other and to the frames substantially as and for the purpose set forth."

W. M. Eccles, for complainant.

Finkelnburg, Rassieur & Dexter Tiffany, for defendants.

TREAT, J. The several claims in plaintiff's patent are for the combinations therein respectively named. As to some of such combinations, obviously there is no infringement. From the state of the art at the date of said patent, no novelty as to the alleged invention is discernible. The court can detect no exercise of inventive faculty wherefrom the mechanical arrangements named are patentable, within the purview of the patent law. There is no suggestion in the patent as to adjustability, and indeed the specifications show that the opposite was in the mind of the patentee. Soldering, welding, or the use of reversely screw-threaded couplings would make the connection of the two parts fixedly rigid. Such, also, would be the effect of a collar as in the patent described. The court, therefore, is of the opinion that the patent is void for want of novelty. *Morris v. McMillin*, 5 Sup. Ct. Rep. 218.

Bill dismissed, with costs.

¹Reported by Benj. F. Rex, Esq., of the St. Louis bar.

THE PACIFIC.¹

(District Court, W. D. Pennsylvania. February 20, 1885.)

1. SEAMEN'S WAGES—LEAVING VESSEL.

A seaman was hired without signing shipping articles on a vessel about to proceed on a voyage from a port in one state to a port in a state not adjoining. *Held*, that he could leave the vessel at any place.

2. SAME—REV. ST. §§ 4520, 4523.

Sections 4520 and 4523 of the Revised Statutes of the United States *held* to apply to the hiring of seamen on vessels navigating rivers of the interior states.

3. SAME—WAGES NOT FORFEITED.

A seaman left a vessel at a place where a substitute could easily be obtained, and the boat suffered no detriment by reason of his refusal to work. *Held*, not to be such misconduct as would forfeit his wages for the time he performed his duty.

In Admiralty.

On March 14, 1884, Taylor Harlan, the libellant in this case, was hired by the mate of the steam tow-boat Pacific as a deck hand on said tow-boat while she was lying at the port of Pittsburgh, Pennsylvania, without any shipping articles being signed. The tow-boat Pacific was upwards of 50 tons in burden, and was engaged in navigating the Monongahela and Ohio rivers. At the time of the hiring of libellant nothing was said about the duration of the voyage of the Pacific or the port to which she intended going, but it was understood that Harlan should receive the same rate of pay that other deck hands were getting for similar services. The Pacific made up a tow of coal barges and proceeded down the river to Louisville, Kentucky, where she left her loaded barges, and the same day started back for her home port with three empties. On the twenty-second day of March, 1884, the Pacific arrived at a coaling station called Ludlow, a small town three miles below Covington. Here the mate ordered the watch on deck to carry coal from a flat into the tow-boat. Harlan, the libellant, having, as he testified, sprained his wrist by a fall some weeks previously, refused to obey the mate's order, and said he was going to quit work. The mate referred him to the captain, who told him unless he performed his duty he would forfeit his wages for the entire trip, and on his continued refusal to work ordered him ashore, and threatened to arrest him if he did not leave the boat. The libellant went ashore, and on his arrival at Pittsburgh libeled the Pacific for his wages for the eight days that he had worked on the steam tow-boat. It was admitted that the rate of wages for that trip for deck hands was \$35 a month.

Albert York Smith, for libellant, cites, *inter alia*:

Sec. 4520, Rev. St. Every master of any vessel of the burden of 50 tons or upwards, bound from a port in one state to a port in any other than an

¹From the Pittsburgh Legal Journal.