

bottle is pressed against the sleeve, or its funnel-shaped mouth, or the brush leaves the sleeve, in the process of washing, it ceases to rotate. In defendants' machine the flaring mouth and sleeve are cut into two parts. The mouth-piece is stationary, and the sleeve is revolved positively by the pully which revolves the brush. In the two machines, however, the functions of the mouth-piece and the sleeve are the same. Both machines have a funnel-shaped mouth at the end of a shaft to receive the neck of the bottle. In both the sleeve rotates when the brush is withdrawn from the bottle, thus preventing the wear of the brush. Under these circumstances, whether the mouth rotates or not with the sleeve, it seems to us, is immaterial. The other differences between the two machines can hardly be considered important. We do not think this patent, bearing in mind the advance in the art therein shown, should receive the narrow construction sought to be put upon it by the defendants. We are of opinion that the defendants infringe the fourth claim of the patent by the use of substantially the same means or the equivalents to accomplish the same result. The fact that the machines made and sold by the complainants show some changes as compared with the patent is immaterial. Decree for complainants.

---

SHAW RELIEF-VALVE Co. v. CITY OF NEW BEDFORD.<sup>1</sup>

(Circuit Court, D. Massachusetts. February 2, 1886 )

1. PATENTS FOR INVENTIONS—AUTOMATIC RELIEF-VALVES.

Patent No. 101,814, of April 12, 1870, to Arthur M. Black, and patent No. 120,958, of November 14, 1871, to James Garland, construed, and *held* that, in view of what prior inventors had accomplished, said patents must be limited to the specific mechanisms described, or their equivalents.

2. SAME—INFRINGEMENT.

Valves made in accordance with the description in patents No. 184,435, of December 31, 1872, and No. 143,920, of October 21, 1873, to Alvarado Mayer, do not infringe either the Black or the Garland patents.

In Equity.

*Chas. H. Drew*, for complainant.

*Sprague & Hunt* and *L. Le B. Holmes*, for defendant.

COLT, J. This suit is brought for infringement of two patents for improvements in automatic relief-valves: one granted to Arthur M. Black, April 12, 1870, and the other granted to James Garland, November 14, 1871.

Many prior patents for valves are introduced by the defendant. Their examination shows that, in view of what prior inventors had accomplished, the Black and Garland patents must be limited to the

<sup>1</sup> Reported by Charles C. Linthicum, Esq., of the Chicago bar.

specific mechanism, or its equivalent, described in the patents. It is apparent, on inspection, that the defendant's valve, made under the Mayer patents, dated December 31, 1872, and October 21, 1873, is widely different in construction from the valve of Black. In both devices we find what is common to most safety or relief valves, namely, a pressure chamber, safety-valve, spring at the valve-seat, and means for adjusting the spring; but in defendant's valve we find no clamp for retaining the relief-valve in position until the safety-valve causes the clamp to open, nor is the relief-valve provided with any spring, or its equivalent. Aside from certain elements common to most safety-valves, the specific mechanism of the defendant's device is substantially different from that described in the Black patent. The broad claim of the Black patent must be limited to the particular mechanism described and shown in the specification and drawings.

Nor does the defendant's valve infringe the Garland patent. It is organized in a substantially different way from the Garland valve. It has two pistons instead of one, each working in its own cylinder over the relief-valve and above the water-way; and there are other material differences in construction, which we do not deem it necessary to detail. Whether the same "equilibrium of pressure" is accomplished by both devices is doubtful; but, however, this may be, the means employed are substantially unlike.

A decree must be entered dismissing the bill.

---

### ROEMER v. NEUMANN and others.

(Circuit Court, S. D. New York. January 14, 1886.)

#### 1. PATENTS FOR INVENTIONS—INTERLOCUTORY DECREE.

An interlocutory decree, entered *pro confesso*, finding the patent valid, awarding an injunction, and referring the case to a master to take an account of profits and damages, is not definitive. No appeal lies from it, and it is still in the control of the court.

#### 2. SAME—RELEASE OF PROFITS AND DAMAGES.

A release of profits, damages, and costs having been signed at the time of the entry of the interlocutory decree, complainant was in a position to have such decree made final.

#### 3. SAME—DISTINCTION BETWEEN FINAL DECREE AND STIPULATION.

The distinction between a final decree and a stipulation upon which such a decree may be entered, is obvious. The sanction of the court to the agreement of the parties is necessary to give such agreement the effect of a final decree.

#### 4. SAME—INTERLOCUTORY DECREE AS AN ESTOPPEL.

In a prior suit between the same parties, an interlocutory decree, *pro confesso*, awarding an injunction and a reference to a master, had been entered, and a release of profits and damages signed. In a subsequent suit between the

<sup>1</sup> Reported by Charles C. Linthicum, Esq., of the Chicago bar.