

him. Satisfaction of these damages by any of the defendants in either case will, however, be satisfaction of that amount in both cases. It is not necessary that the fact that the same damages are included in both decrees should appear either in the reports or decrees in order to limit the plaintiffs to one satisfaction. If they should attempt to enforce collection of that amount a second time, they would be restrained by proper proceedings. It would be well, nevertheless, that this fact should appear. The master would doubtless have stated it in the reports if the defendants had so requested. As they did not so request, the want of the statement is no ground for setting aside or recommitting the reports. As the fact is conceded, it may be stated in the decrees.

Exceptions overruled, reports accepted and confirmed, and decrees to be entered accordingly.

IOWA BARB STEEL-WIRE Co. v. SOUTHERN BARBED-WIRE Co. and others.¹

(Circuit Court, E. D. Missouri. February 7, 1887.)

PATENTS FOR INVENTIONS—BARBED-WIRE FENCES.

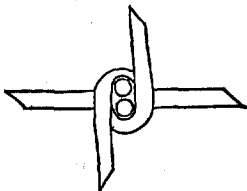
Letters patent No. 192,225, granted to Arthur S. Burnell, June 19, 1877, for an "improvement in barbed-wire fences," held valid, and infringed by wire fencing in which each prong passes between the strands, and is wound tightly around one of them, but not around the other prong.

In Equity.

Suit for the infringement of letters patent No. 192,225, granted to Arthur S. Burnell, June 19, 1877, for an "improvement in barbed-wire fences." The claim of the patent is as follows:

"A barb for double-strand cable-wire fences, composed of two pointed pieces of wire, each of which passes over a strand of the cable, thence between its strands, and reciprocally binds the other wire to the strand of the cable, wherefrom the points of the wires project as from a center, substantially as set forth."

The following drawing, which is a copy of fig. 3 of the drawings accompanying the specification, shows the prongs in position:



Each of the prongs of defendant's barb, which passes between the strands, is wound tightly around one of the strands, but does not pass

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

around the other prong. The bights of the Burnell prongs each incloses the other prong and one of the strands.

John R. Bennett, for complainant.

J. M. Holmes and Walker & Walker, for defendants.

TREAT, J. As to patent No. 192,225, issued to A. S. Burnell, dated June 19, 1877, and which is the patent sued on, the court holds the same to be valid; also that defendant infringes the same.

Usual decree for perpetual injunction, and the case is referred to Hon. T. C. Reynolds, master in chancery, to ascertain and report profits and damages.

PAILLARD and others *v.* BRUNO.

(*Circuit Court, S. D. New York. December 26, 1886.*)

PATENTS FOR INVENTIONS—EXPIRATION—FOREIGN PATENT—REV. ST. U. S. § 4887.

Under section 4887, Rev. St. U. S., a patent for an invention which had been previously patented in England for the term of 14 years does not expire until 14 years from date of the English patent, notwithstanding the grant of the English patent has terminated by the failure of the patentee to pay the stamp duty required to be paid as a condition of the continuance of the grant beyond the term of three years.

In Equity.

Goepel & Raegener, for plaintiffs.

John R. Bennett, (*Richard M. Bruno*, of counsel,) for defendant.

WALLACE, J. The bill of complaint alleges infringement by the defendant of letters patent of the United States of the date of March 23, 1875, granted to Charles Paillard for an improvement in music-boxes. The plea of the defendant alleges, in substance, that, prior to the grant of the patent in suit, the invention which is the subject of the patent had been patented by Paillard, in England, by letters patent of the date of October 26, 1874, for the term of 14 years, which grant determined before the commission of the acts of infringement complained of, to-wit, October 26, 1877, by the failure of the patentee to pay the stamp duty required to be paid by the terms of the English patent as a condition of the continuance of the grant beyond the term of three years from its date. The plea presents the question whether the patent in suit expired upon the failure of the patentee to pay the stamp duty which he was required to pay in order to prolong the existence of the English patent, or whether it does not expire until the expiration of the original term of the English patent. This question depends upon the meaning of that part of section 4887 of the United States Revised Statutes which provides that "every patent for an invention, which has been previously patented in a foreign country, shall be so limited as to expire at the same time with