

election in respect to congressmen, as well as in respect to local contests; and, therefore, within both the letter and spirit of the national statutes, does constitute a crime against the United States, by the officer, and by all who, acting separately or in conspiracy, induce or procure him to neglect or disregard such duty. Motion overruled.

DENSMORE *v.* TANITE Co.

(Circuit Court, E. D. Pennsylvania. October 10, 1887.)

PATENTS FOR INVENTIONS—LICENSE—ANNULMENT IN EQUITY.

A court of equity will not annul a license to make a patented article where the only material allegation is that the licensee failed to make a report of his manufactures or sales, and pay the royalty. The licensor has an ample remedy at law, and equity will not interfere.

In Equity.

Ellis Spear, William G. Henderson, and Charles Howson, for complainant.
Robt. J. Jones and Charles B. Collier, for respondent.

PER CURIAM. As distinctly stated in complainant's brief, the bill is brought to annul the license. "There is but one cause of action, and that is to annul and set aside the license." There can be no doubt that such a cause of action falls within the cognizance of equity. But the bill avers no facts to support the cause. The only specific allegations in this direction are that the respondent has failed to make return of his manufactures and sales, and to pay royalty. In other words, that he has not performed his contract in this regard. Other general allegations of wrong stated are immaterial. That such specific allegations, if proved, afford no ground for annulling a contract, is too clear to require the citation of authority. The case is hardly distinguishable from *Purifier Co. v. Wolf*, 28 Fed. Rep. 814, decided by this court at the last term. There the complainants did not ask for a decree of annulment, but proceeded on the basis that the contract was annulled by the respondent's neglect to perform. The court held, as we must here, that the complainant has an adequate remedy at law for the injuries complained of. The demurrer must therefore be sustained, and the bill dismissed, with costs.

WESTINGHOUSE AIR-BRAKE CO. v. CARPENTER.

(Circuit Court, S. D. Iowa, H. D. November, 1887.)

1. PATENTS FOR INVENTIONS—INFRINGEMENT—INJUNCTION—MODIFICATION.

The defendants, who had been enjoined from using and manufacturing a certain invention, applied for a modification of the order, that they might be permitted to give bond, and continue the use of the invention, and fill their contracts. *Held*, that the giving of the bond would not be an adequate protection to complainants' rights, and the motion was denied.

2. SAME.

One who was enjoined from using a patent sought for a modification of the injunction, so that by giving bond he might be permitted to continue the use of the invention, and assigned, as reason therefor, the erection of expensive works for its manufacture. *Held*, that a court of equity cannot come to the relief of such person when it appears that the works were erected subsequent to a notice of infringement.

3. SAME—INFRINGEMENT—INJUNCTION—EXPIRATION OF PATENT.

Upon motion of defendants in an action for infringement, the court was asked to limit the life of the injunction to a day when it was alleged the patent would expire. *Held*, that the time of such expiration being a point already in litigation, the question would more properly be brought up on motion to dissolve when such time should arrive.

4. SAME—INFRINGEMENT—EXPIRATION OF PATENT—INJUNCTION—RESTRAINT OF PUBLICATION.

In an action for infringement the defendants asked that complainants be restrained from publishing to the world the fact of the granting and issuance of an injunction restraining them from manufacturing and selling such patent. *Held*, that the court had no such authority.

*Nathl. French, Mr. Christy, and Mr. Bakewell, for complainants.
Banning & Banning, for defendant.*

SHIRAS, J., (*orally*.) I am ready to announce the conclusion I have reached on the motion submitted yesterday in the case of *Westinghouse Air-Brake Co. v. Carpenter*.

At an earlier day of the term this cause was submitted to the court upon an application for a preliminary injunction, based upon the bill and affidavits in support thereof, in which it was averred that complainants were the owners of a patent for an automatic air-coupler used in connection with air-brakes upon railroad cars, and that the defendant had and was infringing thereon, by using a similar coupling in connection with an electric apparatus manufactured by defendant. The court, Judge BREWER delivering the opinion, held that upon the showing made, both parties being heard upon the motion, the complainants were entitled to the relief sought, *i. e.*, to the issuance of a preliminary injunction restraining defendant from further infringement of complainants' patent until the final hearing of the case.

Upon the announcement of the conclusion reached upon the application for an injunction, the defendant filed a motion and affidavit asking the court to modify the order so made, so as to permit the defendant, by giving bond, to continue the use of the coupler in question until the final hearing, or, if such use could not be permitted to an unlimited extent, that defendant might be allowed to use so many of said couplers as might