

YALE & TOWNE MANUF'G Co. *et al.* v. CONSOLIDATED TIME-LOCK CO

(Circuit Court, S. D. Ohio, W. D. May 16, 1889.)

## 1. PATENTS FOR INVENTIONS—VALIDITY—TIME-LOCKS.

The first and seventh claims of reissued letters patent No. 8,550, granted January 1, 1879, to the Yale Lock Manufacturing Company, as assignee of Samuel Little, for an improvement in time-locks *held* valid; and the seventh claim *held* not an expansion of the original patent, on the authority of *Yale Lock Co. v. Berkshire Nat. Bank*, 17 Fed. Rep. 531, and *Yale Lock Co. v. New Haven Sav. Bank*, 32 Fed. Rep. 167.

## 2. SAME—INFRINGEMENT.

Defendant's lock was substantially identical with the lock of the defendant in *Yale Lock Co. v. Berkshire Nat. Bank*, except that in the latter there was an additional dog, controlled by the time mechanism, which dog added nothing to the efficiency or value of the lock. The defense of that case was assumed by a lock company, or its president, who afterwards became president of defendant, and all the questions presented here were presented in that case. On the authority of that case, *held*, that defendant's lock was an infringement.

In Equity,

Suit by the Yale & Towne Manufacturing Company and others against the Consolidated Time-Lock Company, for the infringement of a patent.

*Wetmore & Jenner*, for complainants.

*W. C. Cochran* and *Parkinson & Parkinson*, for defendant.

SAGE, J. This suit is for the infringement of the first and seventh claims of reissued letters patent No. 8,550, granted January 1, 1879, to the Yale Lock Manufacturing Company, as assignee of Samuel Little, for an improvement in time-locks. This patent has been repeatedly sustained by the courts. The first and seventh claims were held valid by Judge SHIPMAN in *Yale Lock Manuf'g Co. v. Norwich Nat. Bank*, and *Same v. New Haven Sav. Bank*, 6 Fed. Rep. 377; by Judge LOWELL, in *Yale Lock Co. v. Berkshire Nat. Bank*, 17 Fed. Rep. 531, and again by Judge SHIPMAN in *Yale Lock Co. v. New Haven Sav. Bank*, 32 Fed. Rep. 167, decided September 10, 1887, upon petition for rehearing. In this case claims 1 and 7 were considered in the light of *Miller v. Brass Co.*, 104 U. S. 350, and of subsequent cases; and Judge SHIPMAN, concurring with Judge LOWELL, in *Yale Lock Co. v. Berkshire Nat. Bank*, cited above, held that both claims were valid, and particularly that the seventh claim of the reissued patent was not an undue expansion of the original patent. Upon the question of infringement there is no material difference between the lock manufactured by the defendant in this case and that used by the defendant in the case of *Yale Lock Co. v. Berkshire Nat. Bank*. The time mechanism is the same in both locks. In the Berkshire lock it controls two dogs, in the defendant's but one; but the extra dog in the Berkshire lock adds nothing to its efficiency or value. In other particulars the two locks are substantially identical. It was true in the Berkshire lock, as it is in the defendant's lock, that after the lever has moved into the releasing position the dog is still held in the locking

position by the supporting mechanism, until the latter is moved by the combination lock. The defense of the Yale Lock Company case against the Berkshire National Bank was assumed by the Hall Safe Lock Company, of Cincinnati, Ohio, or by Mr. Hall, its president, who subsequently became president of the defendant company, which carried on the manufacture of the lock and mechanism now claimed to be an infringement. All the questions presented here were presented in that case, and it was decided adversely to the defendant.

I have read the opinions of Judge SHIPMAN and of Judge LOWELL, and, aside from considerations of comity, which, however, I am not at all inclined to disregard, have found them so entirely satisfactory that I think it unnecessary to enter into further details. Upon the authority of the cases decided by them, a decree for an injunction and account, with costs, will be entered against the defendant.

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### CONSOLIDATED OIL-WELL PACKER Co. v. GALEY.

(Circuit Court, N. D. New York. June 7, 1889.)

#### 1. PATENTS FOR INVENTIONS—REISSUED LETTERS—PACKERS FOR OIL-WELLS.

The first claim of letters patent, issued February 7, 1865, to John R. Cross, for improvements in packing for oil-wells, was carefully limited to a packer in which the rings which compress or relax the packing material were operated from the top of the well by screw-rods. *Held*, that the second claim of reissued letters No. 7,772, dated July 3, 1877, which omits that limitation, is an undue expansion of the original. It is unimportant in a reissue issued 11 years after the date of the patent that different means for operating the rings were stated in the original specifications, as they were not claimed.

#### 2. SAME.

Letters patent issued February 6, 1866, to Robinson & Strong, described a packer composed of a cone which was placed upon the end of one of the sections of tubing, which could be made apart or attached to the tube, and a concave of elastic material, attached to the upper tubing, which, when the upper tubing reached the cone, was by its aid pressed out against the sides of the well. In the specifications of reissued letters No. 8,786, dated July 1, 1879, the cone became an enlargement or unyielding band or ring, and the concave became a ring, or band of elastic material, which, as the upper section moved downward, was compressed or expanded. *Held*, that the reissue was void for enlargement of claims.

#### 3. SAME.

Claim 1 of letters patent issued to Francis Martin September 12, 1865, was: "In packing the tubes of oil and other deep wells, connecting the ends of the packing device or apparatus to separate or disconnected sections of the well-tube, so as to inclose the joint within said packing device." Claim 2. "Connecting such separate sections of the well-tube to each other by means of a coupling, one end of which slides on one of the sections." Claim 4 of reissued letters No. 7,244, dated July 25, 1876, was: "In combination with the eduction tube, \* \* \* an elastic or flexible packing, a rim or shoulder upon the eduction tube, and a corresponding rim upon the packer support, whereby when the eduction tube is removed from the well, the rim or shoulders shall engage with each other, and withdraw the packer support." *Held*, that the reissue is not an enlargement of the second claim of the original.

In Equity. Bill to restrain infringement of letters patent.