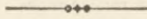


Opinion of the Court.

claimed in the original patent, No. 115,565. No excuse is given for the delay in applying for the reissue, nor is any actual inadvertence, accident, or mistake shown. The omission to claim sub-combinations in the combinations claimed, the existence of such sub-combinations being apparent on the face of the original patent, was, in law, on the facts in this case, such a dedication of them, if new, to the public, that a reissue, to cover such sub-combinations, in revocation of such dedication, cannot be availed of to the prejudice of rights acquired by the public to what is shown in the Scharf and Frazier patents, issued before the reissue was applied for. The reissued patent must, for these reasons, be held to be invalid, as to claims 1 and 3.

The circuit court made an interlocutory decree declaring the validity of the reissue and its infringement and awarding a perpetual injunction and an account of profits and damages. By a final decree, a sum of money was awarded as damages. From that decree the defendant has appealed. The result of our consideration is, that

The decree must be reversed, and the case be remanded to the circuit court, with direction to dismiss the bill.



JOHN JOSEPH ALBRIGHT & Others v. EMERY.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

Argued December 12th and 13th, 1883.—Decided January 7th, 1884.

A decree of the Supreme Court of the District of Columbia, in general term, affirmed, on the facts.

Mr. A. S. Worthington for appellants.

Mr. John W. Ross and *Mr. S. S. Henkle* for appellee.

MR. JUSTICE BLATCHFORD delivered the opinion of the court.

In a suit in equity brought in the Supreme Court of the District of Columbia, by the firm of Langdon, Albright & Company, against Samuel Emery, Senior, and five other persons,

Syllabus.

that court, in special term, made a decree setting aside an assignment made to two of the defendants, directing the manner in which receivers in the suit should distribute a fund in their hands, directing the clerk to pay to the plaintiffs the whole of a fund in the registry of the court, directing the defendant Emery to pay to the plaintiffs \$1,232.37, with interest from July 14th, 1879, adjudging Emery to be indebted to the plaintiffs in the further sum of \$14,818.98, with interest from July 20th, 1877, and the defendant Sailer to be liable to them for the same amount, and awarding execution as at law, therefor, against them or either of them. From that decree Emery appealed to that court in general term, in his own behalf, Sailer declining, in open court, to appeal. The court in general term made a decree reversing the decree in special term so far as it charged Emery, and dismissing the bill as to him. From that decree the plaintiffs have appealed to this court.

It is not necessary to consider the question whether the bill, if demurred to, or if the facts alleged in it were sustained by the proofs, would lie, as setting forth a case for the cognizance of a court in equity, because we are of opinion that the proofs do not establish the allegations of the bill, so far as they affect Emery, in respect to any relief prayed against him in the bill, or any relief granted against him by the court in special term, and that no part of the relief contended for in the assignments of error made by the appellants is warranted by the proofs.

The decree of the court in general term is affirmed.



WINCHESTER & PARTRIDGE MANUFACTURING COMPANY v. FUNGE.

APPEAL FROM THE SUPREME COURT OF UTAH TERRITORY.

Submitted December 6th, 1883.—Decided January 7th, 1884.

Contract.

For the purpose of settling a debt, the debtor gave to the creditor orders for 25 wagons, and the creditor gave to the debtor a written receipt, which he