with, and that he may properly be called upon for explanations which he has not given.

The evidence, therefore, as we think, clearly justified a decree of forfeiture upon the first ground alleged in the libel. It is true that the inspection marks, if spurious, may have been placed on the barrels while they were in Mexico, and that, so long as the spirits remained in Mexico, they could not be seized for any violation of law previous to their removal; but it is equally true, that, although there could perhaps be no forfeiture for spurious brands affixed in Mexico, such brands may furnish evidence to be considered in determining whether the goods were subject to seizure for what had transpired in respect to them previous to their removal, and, that when brought again into the United States duty free, they were subject to seizure for any cause that existed before their exportation.

In this view of the case, it is unnecessary to consider the objections raised to a recovery upon any of the other charges in the libel.

The sworn and examined copies of the papers on file in the custom-house were admissible in evidence. So far as the bond and entry are concerned, further proof as to them by the United States was unnecessary, because they had been already sufficiently established by the testimony in behalf of the complainant. The cancellation certificates were admissible as declarations by the complainant in connection with the entry and the *prima facie* case he insists he had made, and they were required by law to be taken and filed because they were the identical papers Andre was to produce and deliver to the collector in performance of the conditions of his bond. 1 Stat. 663, sect. 28.

The decree of condemnation was rendered in the District Court July 21, 1868, and under the rule in *The Diana*, 3 Wheat. 58, the interest upon the appraised value was properly calculated and adjudged from that date.

Decree affirmed.

Note. — In *One Hundred Barrels of Whiskey* v. *United States*, which was argued at the same time and by the same counsel as was the preceding case, Mr. Chief Justice Waite, in delivering the opinion of the court, remarked: —

This case differs from the preceding one only in the fact that the barrels were

seized at Indianola instead of Galveston, and in that the marshal, instead of delivering to the claimant the whole one hundred barrels upon the order of delivery, handed over only fifty-five, and paid him the proceeds of the sale of the remaining forty-five barrels. As these proceeds amounted to more than the appraised value of the property, for which alone the decree below was rendered, we cannot see how the claimant can now object, because he did not receive the spirits.

For the reasons given in the other case, the decree in this is *Affirmed.*

CONSOLIDATED FRUIT-JAR COMPANY *v.* WRIGHT.

Letters-patent No. 102,913, issued to John L. Mason, May 10, 1870, for an "improvement in fruit-jars," are void: *first*, because there was a purchase, sale, and prior use of the invention more than two years prior to the application for a patent; *second*, because at the time of such application the invention had been abandoned to the public.

APPEAL from the Circuit Court of the United States for the Southern District of New York.

This is a bill in equity filed by the Consolidated Fruit-Jar Company to restrain the alleged infringement by the defendant of letters-patent No. 102,913, issued May 10, 1870, to John L. Mason, for an "improvement in fruit-jars," and of which the complainant, by mesne assignments, is the owner. The court below, upon hearing, dismissed the bill; whereupon the complainant appealed here.

The facts are set forth in the opinion of the court.

Mr. John H. B. Latrobe for the appellant.

Mr. George Gifford, contra.

MR. JUSTICE SWAYNE delivered the opinion of the court.

This is a case in equity brought by the appellants to enjoin the appellee from infringing a patent issued by the United States to John L. Mason, on the 10th of May, 1870, "for an improvement in fruit-jars," of which patent the complainant is the assignee.

The disclaimer and claim of the patent are as follows: —

"Separately considered, I do not claim a metallic flexible screw-ring or cap, C, for holding a cover on a preserve-jar, nor an external gasket receiving-shoulder upon preserve-jar, except when such