

NEW BOOKS AND PUBLICATIONS.

THE ILLUSTRATED ANNUAL REGISTER OF RURAL AFFAIRS and Cultivator Almanac for the Year 1874. With 150 Engravings. Price 30 cents. By J. J. Thomas, Editor of the "American Fruit Culturist," etc. Albany, N. Y.: Luther Tucker & Son, 395 Broadway.

THE FLASH LIGHT TELEGRAPH, or Telegraphing Made Easy. By M. Gustin. Troy, Pa.: Gazette Office. A code of signals for telegraphing by means of lights

LECTURE ON PHYSICAL ASTRONOMY. Delivered before the Austin Library Association. By Matthew Hopkins.

Mr. Hopkins proposes to war with faith in the hypotheses of Newton and "strikes Baal in his temple, with mailed hand armored in triple steel." We quit reading this pamphlet, which is a miracle of discursiveness and vagary, with wonder as to how long the author could continue in the same style without approaching his subject.

PHARMACOPOEIA GERMANICA: The German Pharmacopoeia. Translated by C. L. Lochman. With an Appendix explanatory of the French Metrical System, and Tables of Weights and Measures, etc. Philadelphia, Pa.: David D. Elder & Co., 430 Market street.

The preparation of a German pharmacopoeia, to take the place of the numerous and widely different text books so long used in the different countries of that empire, has recently been completed; and Mr. Lochman publishes a translation of it, believing with reason that its completeness and recent date will make it valuable to the American druggist.

THE SCIENCE OF HEALTH: a new Monthly, devoted to the Restoration and Preservation of Health on Hygienic Principles. Amply Illustrated. Volume III, July to December, 1873. New York: S. R. Wells, 389 Broadway.

Our readers' attention has frequently been called to this useful periodical, not only in this column but by the numerous extracts from its pages, wherein is found much matter of value to the housekeeper, as well as sound information and advice on the specialty to which it is dedicated. We especially commend it to the attention of young people of both sexes, whose carelessness on the subject of hygiene is often fraught with the most dangerous consequences.

THE GALVANOMETER AND ITS USES: a Manual for Electricians and Students. By C. H. Haskins. With Illustrations. New York: D. Van Nostrand, 23 Murray and 27 Warren streets.

This is an exceedingly neat little work, in pocket book form, containing the laws and rules of measurement of the quantity and tension of electric currents, together with tables and formulæ. There seems to be nothing omitted from it that a telegraphic engineer, engaged in making measurements and calculations, could possibly need.

THE VIENNA EXPOSITION EXHIBIT OF KRUPP'S STEEL WORKS, Essen, Prussia.

Messrs. Thomas Prosser & Son, of 15 Gold Street, in this city, agents for Fried. Krupp, have forwarded us a photograph of the world-renowned steel works, together with a catalogue of the articles exhibited by the firm at the recent Vienna Exposition. Forty-one different specimens were there shown, ranging from small parts of mechanism to a cast steel block weighing 52½ tons. The pamphlet also contains a description of the works, calculated to give an idea of their successful administration as well as of their unprecedented extent.

THE AQUATIC MONTHLY has recently changed publishers, and is now issued by August Brentano, the very enterprising dealer and importer of foreign periodicals, No. 33 Union Square, New York. The editorial management remains unaltered, and hence lovers of aquatic sports may rely on their representative journal being conducted with the same ability which has characterized it from the outset. The December number before us is full of fresh and interesting news about boating, yachting and athletic pastimes, together with much entertaining correspondence from the pens of writers evidently *au fait* in all matters concerning our amateur marine. Subscription price, \$1.00 a year.

SCRIBNER'S MONTHLY for January contains a ludicrous burlesque scientific story about the great air line to the moon, adapted from the French of Jules Verne. With just enough scientific truth to give the narrative a semblance of fact, and with much detail, the plan for shooting a hollow projectile, out of a gun 900 feet long and six feet thick, sunk in the earth, is described; and a number of engravings, one showing the interior of the shell with the voyagers inside, are added. Huge telescopes, the writer says, are built, and at the appointed time, 140,000 pounds of gun cotton are ignited under the projectile; the latter departs, but after several days' waiting, the big telescope observer on the Rocky Mountains discovers that its movement has been changed to a circular motion of great velocity, and it describes an elliptical orbit, distant 2,833 miles from the moon, of which it has become a satellite. The magazine presents its usual varied and excellent table of contents, and offers a rich treat in the way of articles and poems from eminent writers, among whom we note J. A. Froude, R. H. Stoddard, John G. Saxe, Bret Harte and others. Published by Scribner & Co., 654 Broadway, New York. Subscription, \$4.00 a year.

OUR old friend the ECLECTIC MAGAZINE begins the new year and its nineteenth volume (new series) with a lumber brimfull of good things, selected with excellent discrimination from foreign and American periodicals. Those interested in Lieutenant Steever's present explorations in Palestine will find, in the paper on the "Land of Moab," some valuable information concerning that famous country. "Spanish Life and Character" is another article of timely interest, and the serial Russian novel, "Spring Floods," is continued. There is a monograph on Lafayette, a few choice poems, and numerous papers of merit on general topics, besides the usual editorial miscellany, and an initial steel engraving. E. R. Pelton, publisher, 108 Fulton Street. Subscription price, \$5.00 a year.

ST. NICHOLAS is unquestionably the best children's journal that has yet appeared in this country; and we can say so with all the more certainty since it has been consolidated with that standard juvenile periodical OUR YOUNG FOLKS. Messrs. Scribner & Co., of 654 Broadway in this city, conduct the new paper; and if their wish for 100,000 readers among the youngsters is not fulfilled, it will be through no fault of theirs. The holiday number is elegantly printed, exquisitely illustrated, and as for the stories—well, Science had to stand aside for a while, until we had read them and enjoyed them ourselves. There is something for everybody; tales of adventure for the boys, fairy yarns, a funny story in easy French, and even a couple of pages of big print and short words which the pet of the household can spell out for "her own self." It will make an admirable Christmas present. The two back numbers for this year and the magazine for 1874 fourteen copies in all, will be sent for \$3.00.

THE ATLANTIC MONTHLY has changed publishers, and is now issued by Messrs. H. O. Houghton & Co., 219 Washington street, Boston. The number for January is remarkably attractive, and will be of especial interest from the fact of its containing the last writing of the late Professor Agassiz—a paper setting forth his convictions on the Darwinian theory, and beginning a series of which his death has prevented the completion. We note poems by Whittier, Holmes, and Bayard Taylor, a thoughtful and able paper on local taxation by the Hon. David A. Wells, and a very curious article on the origin of the \$ (dollar mark), which is said to be the oldest symbol known to the human race. Subscription price, \$4 a year.

THE GALAXY for January opens with a paper on the Duke of Argyll, by Justin MacCarthy, into which is condensed considerable information regarding apparent anomalies in the English peerage. Call Benson discourses on "Physical Impediments to Social Success," and Richard Grant White contributes a scholarly paper on "Linguistic and Literary Notes and Queries." J. S. Black criticizes Hon. Charles Francis Adams' Seward eulogium with even greater sharpness than is found in the recently published strictures on Gideon Welles. The number contains the usual amount of table talk and entertaining miscellany. Subscription price, \$4 a year.

DECISIONS OF THE COURTS.

United States Circuit Court—Northern District of Illinois.

PATENT MACHINE FOR PRESSING AND STAMPING SHEET METAL.—REVOCAION OF PATENT.—FRANK STURGES, OLIVER H. LEE, and WILLIAM S. POTWIN vs. ISAAC VAN HAGEN.

This cause having come on to be heard upon the bill of complaint, answer, and replication herein, and the proofs, documentary and written, taken and filed in said cause, now, therefore, on consideration thereof, and on motion of N. C. Griskey, counsel for complainant, it is ordered, adjudged, and decreed, and the Court doth hereby order, adjudge, and decree that the Letters Patent of the United States of America, No. 114,068, bearing date April 25, A. D. 1871, and issued to the said defendant Isaac Van Hagen, be, and the same is hereby revoked, vacated, and declared null and void, and of no effect, and that the said defendant Isaac Van Hagen be, and is hereby, divested of all right and interest he had, under and by virtue of said Letters Patent, in and to the "Improvement in Machines for Punching and Stamping Metal" therein described.

And it appearing to the Court, from admissions of the parties made on the hearing, that said defendant is the sole owner of said patent, it is further ordered, adjudged, and decreed that the same defendant, Isaac Van Hagen, do, within sixty days from the date hereof, surrender and deliver up to the clerk of this court, the said Letters Patent No. 114,068. And thereupon the said clerk shall write with ink across the face of said Letters Patent the words "revoked, vacated, and declared null and void by the Circuit Court of the United States of America for the northern district of Illinois," and shall then transmit the said Letters Patent, so canceled, properly enveloped, to the "Secretary of the Interior of the United States of America, Washington, D. C." And it is further ordered, adjudged, and decreed, that the record of the said Letters Patent, No. 114,068, be canceled, quashed, and annulled.

And it is further ordered that the clerk of this court, after the expiration of sixty days from the date hereof, do transmit to the Secretary of the Interior, Washington, D. C., a certified copy of this decree.

And it is further ordered, adjudged, and decreed that the said complainants do recover of the defendant their costs and disbursements in this suit to be taxed.

NOTE.—The above decision of the United States Circuit Court appears to be confirmatory of the action of the Commissioner of Patents in 1872 in setting aside the claims of Van Hagen.

This case appears to have been a deliberate attempt, by a party who was not the inventor, to obtain and hold a patent for an invention which rightfully belonged to another. It is rare that such attempts are made, and in general they ignominiously fail, as in this case.

The original decision of the Commissioner, giving the various facts, will be read with interest, and we therefore present it in full.

HUNTINGTON vs. VAN HAGEN.—Interference.

(Appeal from the Board of Examiners-in-Chief in this matter of the interference between the application of Frederick M. Huntington, filed June 26, 1871, and Letters Patent No. 114,068, issued to Isaac Van Hagen, April 25, 1871, for MACHINE FOR PRESSING AND STAMPING SHEET METAL.—Decided July 25, 1872.

LEGGETT, Commissioner.

The invention in controversy is an attachment for a machine used in the manufacture of sheet metal covers for cans, boxes, etc. The question at issue is not which party made the invention first, but which invented the device. There is no pretense that each invented the device independently of the other. Each swears positively that he made the invention and disclosed it to the other. The language of each is so positive, and the detail of each is so minute and particular, yet so directly antagonistic, as to leave no doubt but that one or the other of the parties has deliberately committed perjury. As the papers filed in this case do not disclose the testimony of one or the other, and that of neither has any value in the case except so far as it is corroborated by other testimony.

At the time the invention was made, both parties were employed in the shop of Frank Sturges & Co., in Chicago—Van Hagen as general superintendent, and Huntington as foreman of one class of work.

Van Hagen claims to have conceived the invention in May, 1869, and says that he first referred to his attorney, in this statement he is fully corroborated by his attorney, but by no one else—not even by the other witnesses called by himself. The attorney only testifies as to the time that Van Hagen consulted him, and fixes that time in the summer of 1869. He made a record of the matter in his books; but all of his books and records were burned in the Chicago fire last October. He therefore testifies only from memory.

Van Hagen says to have had the idea of his invention as early as April or May of 1868, and that in 1869 he explained it to Harding and Wright, two men who worked in the same shop with himself. He also swears that early in the spring of 1870 he took Van Hagen to a Fowler press in the shop and explained to him the invention and how to attach it to the press. So on after this Huntington commenced the construction of the device. The draftsman, the pattern maker, and several other workmen in the shop testify that they received all their instructions and direction from Huntington, and that Van Hagen gave no directions except in the capacity of general superintendent. He told them to follow the instructions of Huntington in this matter. During the whole of this time the invention was talked of all through the shop as Huntington's. Even Van Hagen spoke of it as Huntington's invention, and advised Frank Sturges & Co. to pay Huntington one hundred dollars, in addition to his regular salary, for making the improvement to the Fowler press, and the money was handed to Van Hagen to pay to Huntington. It seems that Van Hagen never, to any member of the firm or to any one about the shop, spoke of the invention as his, until after he had obtained a patent for it. The only person to whom he ever disclosed the fact that he had made an invention was his attorney. If the conversation with his attorney had been in the summer of 1870, instead of 1869, then Van Hagen's claim to the patent would rest entirely upon his own testimony, contradicted by Huntington, who is abundantly sustained and corroborated. If the invention was Van Hagen's, why did he not claim it when it was being constructed in the shop, and when all the men talked of it as Huntington's? Why did he tell Mr. Sturges and Mr. Potwin, members of the firm, that it was Huntington's invention, and induce them to pay Huntington one hundred dollars for making it? I cannot resist the conclusion that Van Hagen never knew or thought of the invention until Huntington explained it to him early in 1870, and that he took it with him to New York in 1870, instead of 1869. The attorney speaks too positively as to dates. It is one of those things in which a man is most liable to be mistaken. He conversed with this client as one of many, and it is not at all strange that he should be mistaken as to the year. Early in 1870 Huntington explained his invention to Van Hagen. Van Hagen recognized its value, and went to his attorney and represented it as his own. He attempted to explain it, but did not know enough about it to make it intelligible, for the attorney swears that he could not understand it from his first explanation. He then waited until Huntington had finished a working machine, when he was able to comprehend it sufficiently to explain it intelligently to his attorney, and the attorney gave him his opinion that it was patentable.

I am clearly of the opinion that the invention belongs to Huntington. The decision of the Board is therefore affirmed, and priority awarded to Huntington.

COMMISSIONER'S DECISIONS.

INTERESTING DECISION IN RELATION TO ASSIGNMENTS OF PATENTS.—HOLMES AND SPAULDING.—Reissue.

(In the matter of the application of Daniel Holmes and John Spaulding, for reissue of patent No. 19,465, dated February 23, 1858, reissued May 13, 1862, No. 1,307, and extended February 27, 1872. Subject, CARPET BEATING MACHINE.—Decided December 4, 1873.)

LEGGETT, Commissioner.

The question has been raised under Rule 63, in making up the file of his application, whether all the parties in interest had joined in the application. The inventors were Joseph Harris and Daniel Holmes. Previous to the grant of the patent, and on the day of making application therefor—to wit, the 15th day of December, 1857—they executed an assignment of the invention to Holmes, and requested that the patent be issued to him, which was done. The question is whether that assignment conveyed the extended term of the patent, which has recently been obtained. If it did, then this application is to be considered as made in his interest, and he is not, then, the Harris or his assignees now have an interest, and should be joined.

The Supreme Court of the United States, in *Nicholson v. Pevenment Company vs. Jenkins* (Official Gazette, vol. 1, p. 465), said: "An assignment of an interest in an invention secured by Letters Patent is a contract, and, like all other contracts, is to be construed so as to carry out the intention of the parties to it. There is no artificial rule in construing a contract, and effect, if possible, is to be given to every part of it, in order to ascertain the meaning of the parties to it."

A deed assigning in terms all one's right, title, and interest in a patent, it is well settled, does not convey the extended term. It must be expressly conveyed; and the intention to convey it must appear from the language of the deed, or it will not pass. But both the legal and equitable interest in the extended term may be conveyed by a deed, and was so conveyed in the case, (*R. R. Co. vs. Trimble*, 10 Wallace, 367,) and probably also before the grant of the patent.

I know of no case in which the mere assignment of the invention or improvements, either before or after the grant of the patent, has been held to convey the extended term. Something more explicit is required. In both the cases before the Supreme Court, above cited, in which it was held that the deed conveyed the extended term, the deed conveyed the extended term, the language fully and clearly indicates an intention to convey it. The patents had been granted, and the words in the granting clauses, after conveying the patents, expressly conveyed all future interests in them which might accrue to the assignors.

The following sufficiently exhibits the assignment in this case: "And whereas Daniel Holmes aforesaid has agreed to purchase from us all the right, title, and interest which we or we may have in and to the said Letters Patent to be granted herefor, and has paid to us, etc." "Now, therefore, this indenture witnesseth that for and in consideration of the said sum to us paid we have assigned and transferred, and do hereby assign and transfer to the said Daniel Holmes, the full and exclusive right to all the improvements made by us, as fully set forth and described in the specification which we have prepared and executed preparatory to obtaining Letters Patent therefor, and we do hereby assign and transfer to the said Daniel Holmes, as the assignee of our whole right and title therefor."

Taking this whole deed together, in accordance with the rule stated by the Supreme Court, above referred to, as to give effect, if possible, to every part of it, I think it quite clear that there is no intention exhibited to convey, and therefore that there was no conveyance of, the extended term. The only words which, without qualification, might clearly indicate such an intention are the following in the recital: "And whereas Daniel Holmes aforesaid has agreed to purchase from us all the right, title, and interest which we have or may have in and to the said invention, and in and to the said Letters Patent to be granted herefor."

Then follows the granting clause, conveying "all the improvements made by us, as fully set forth and described in the specification, preparatory to obtaining Letters Patent therefor."

Were this all, the effect of the instrument might, perhaps, be a matter of doubt; but then follows what was evidently intended as the *habendum*—always of importance in aiding a proper construction of the granting part of a deed—which clearly specifies that Holmes is to hold, as assignee, the "patent" merely. This limitation of his interest is apparently in conflict with the language of the recital; but it may be harmonized with that language by construing the words "or may have" in the recital, as referring to the patent which was about to be obtained when the assignment was made. Either that must be done or the *habendum* must be ignored, which must be contrary to both law and reason.

I think Harris or his assignees has an interest in the extended term, and should join in this application for reissue.

Value of Patents, AND HOW TO OBTAIN THEM. Practical Hints to Inventors.

PROBABLY no investment of a small sum of money brings a greater return than the expense incurred in obtaining a patent even when the invention is but a small one. Larger inventions are found to pay correspondingly well. The names of Blanchard, Morse, Bigelow, Colt, Ericsson, Howe, McCormick, Hoe, and others, who have amassed immense fortunes from their inventions, are well known. And there are thousands of others who have realized large sums from their patents.

More than FIFTY THOUSAND inventors have availed themselves of the services of MUNN & Co. during the TWENTY-SIX years they have acted as solicitors and Publishers of the SCIENTIFIC AMERICAN. They stand at the head in this class of business; and their large corps of assistants, mostly selected from the ranks of the Patent Office: men capable of rendering the best service to the inventor, from the experience practically obtained while examiners in the Patent Office: enables MUNN & Co. to do everything appertaining to patents BETTER and CHEAPER than any other reliable agency.

HOW TO OBTAIN Patents. This is the closing inquiry in nearly every letter, describing some invention which comes to this office. A positive answer can only be had by presenting a complete application for a patent to the Commissioner of Patents. An application consists of a Model, Drawing, Petition, Oath, and full Specification. Various official rules and formalities must also be observed. The efforts of the inventor to do all this business himself are generally without success. After great perplexity and delay, he is usually glad to seek the aid of persons experienced in patent business, and have all the work done over again. The best plan is to solicit professional advice at the beginning. If the parties consulted are honorable men, the inventor may safely confide his ideas to them, they will advise whether the improvement is probably patentable, and will give him all the directions needful to protect his rights.

How Can I Best Secure my Invention?

This is an inquiry which one inventor naturally asks another, who has had some experience in obtaining patents. His answer generally is as follows—and correct:

Construct a neat model, not over a foot in any dimension—smaller if possible—and send by express, prepaid, addressed to MUNN & Co., 37 Park Row New York, together with a description of its operation and merits. On receipt thereof, they will examine the invention carefully, and advise you as to its patentability, free of charge. Or, if you have not time, or the means at hand, to construct a model, make as good a pen and ink sketch of the improvement as possible and send by mail. An answer as to the prospect of a patent will be received, usually, by return of mail. It is sometimes best to have a search made at the Patent Office. Such a measure often saves the cost of an application for a patent.

Preliminary Examination.

In order to have such search, make out a written description of the invention, in your own words, and a pencil, or pen and ink, sketch. Send these with the fee of \$5, by mail, addressed to MUNN & Co., 37 Park Row, and in due time you will receive an acknowledgment thereof, followed by a written report in regard to the patentability of your improvement. This special search is made with great care, among the models and patents at Washington, to ascertain whether the improvement presented is patentable.

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Persons desiring to file a caveat can have the papers prepared in the shortest time, by sending a sketch and description of the invention. The Government fee for a caveat is \$10. A pamphlet of advice regarding applications for patents and caveats is furnished gratis, on application by mail. Address MUNN & Co., 37 Park Row, New York.

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Persons desiring any patent issued from 1836 to November 26, 1867, can be supplied with official copies at a reasonable cost, the price depending upon the extent of drawings and length of specification.

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