



Isn't That Dandy?

The life and times of James Gilberts

by Joe Terry



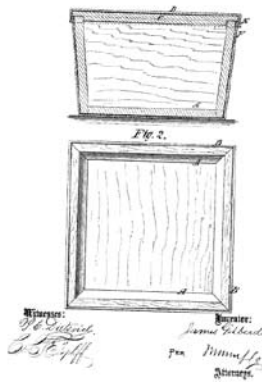
Jim Dandy – (jim' dan' de) informal usage – one that is very pleasing or excellent of its kind.

This story is all about a “Jim”, but as for him being a dandy or not, I cannot say. His name was James Gilberts. For some the name may be vaguely familiar, for others not so much. Mr. Gilberts is best known to fruit jar collectors as the man behind several uncommon jars.

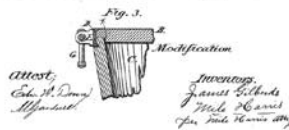
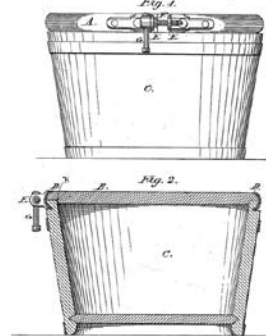
Mr. Gilberts was born in Canada where he first saw the light of day on June 12, 1830. The family moved to Jamestown, New York, in the county of Chautauqua, when he was yet a small boy. Fate was to keep him rooted to where he grew up. He got married, settled down, and had a family right there in Jamestown. James Birdsall Gilberts was to be the only child. His mother, Lucy, died when he was but a child. It was a tragedy his father failed to recover from. He never remarried. The two grew up together, the son eventually learning his father's trade.

Initially Jim learned the trade from S.E. Southland, a local tradesman who among other things held a patent on a butter tub. His Union butter tubs became well known. After learning the appropriate skills, Jim worked independently, manufacturing his own butter tubs. He excelled at it, and made a brisk trade in the region around Jamestown. He used local ash wood, well seasoned, which was less likely to impart an unwanted flavor to the contents. Additionally, he began coating his tubs in sheet iron, to help them hold their shape and maintain their integrity. In 1871, on the day after Christmas, Mr. Gilberts was granted patent #122166, for improvements in wooden butter tubs. Business was good, and he could hardly keep up with orders. The shop at 155 E. Second street was busy with the sounds of sawing and hammering.

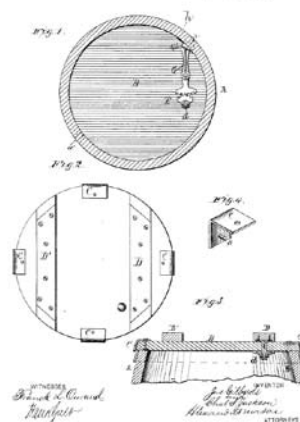
JAMES GILBERTS.
Improvement in Butter-Tubs.
No. 122,166. Patented Dec. 26, 1871.



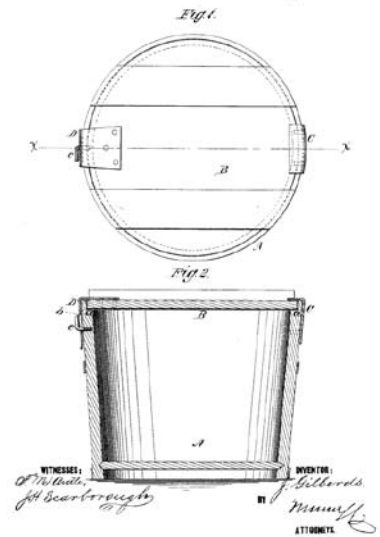
J. GILBERTS & M. HARRIS.
Butter-Buckets.
No. 142,456. Patented September 2, 1873.



J. GILBERTS & C. S. JACKSON.
Fastening for Butter-Tubs.
No. 203,135. Patented April 30, 1878.

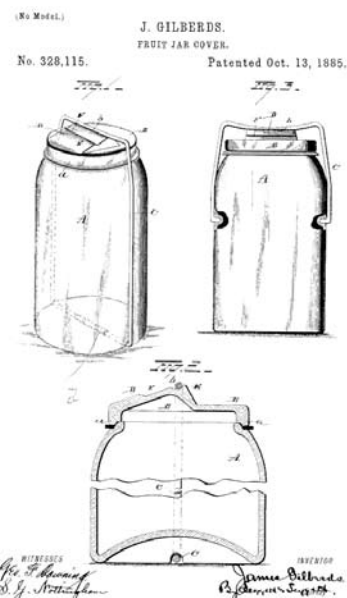
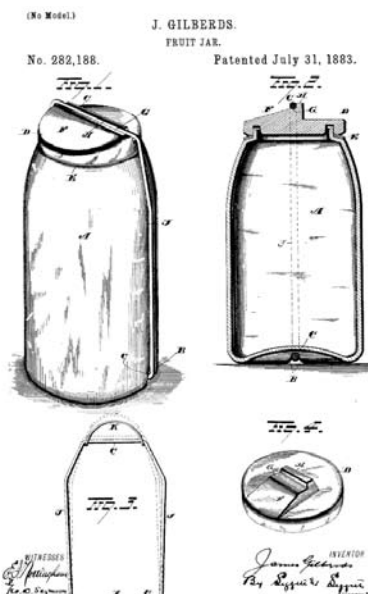
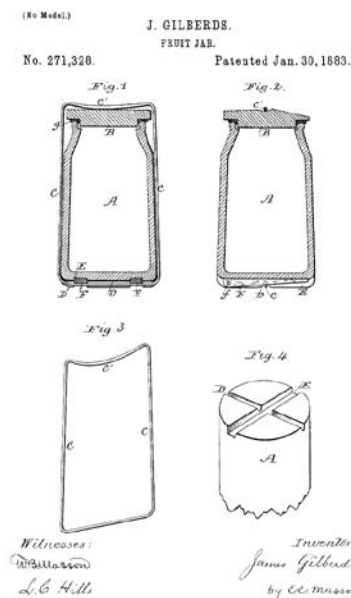


J. GILBERTS.
BUTTER-PAIL.
No. 189,212. Patented April 3, 1877.



Further developments came along rather quickly. The initial tubs were shown as being square. The next step, a patent in 1873, was in conjunction with another local inventor named Milo Harris. Mr. Harris was marketing sewing machine attachments at the time, so it is likely his contribution to the device was in the metal fasteners. It is interesting to note, however, that Mr. Harris was awarded top honors for butter tubs at the New York State Agricultural Exhibition in 1873, with no mention of Mr. Gilberts. This style of tub apparently remained the mainstay for several years until 1877, when yet another patent was granted. This was rapidly followed with another in 1878, partnered by a Charles S. Jackson. Jackson was assignor to Gilberts, but outside of that information, nothing is known about him.

These later tub versions were sold under the brand name Optimus, and were generally remarked upon as being the superior product on the market. Mr. Gilberts had them on display at a dairy and butter exhibition in Greenfield, Massachusetts in 1880, where they met with general approval. But despite the positive reviews, the tubs were to be replaced with another venture. The inventive mind mulled over ideas, coming up with several more of importance. In 1879 he was partner in another patent, one that had nothing to do with butter tubs or fruit jars. He, and a local man named Benjamin Franklin (seriously!),



were granted patent # 212369. It was a combination pipe wrench and cutter. Little is known about the tool, but such a device would have been of little importance to Mr. Gilberds in the manufacture of tubs. But it shows that he was capable of fostering and promoting interesting ideas. In a few more years, those ideas would begin to bear fruit.

In 1883, he was granted two patents relating to fruit jars. The first, #271328 was granted on January 30. There seems to be little reference to this device, mention instead being made to the later one. The second, #282188, was granted on July 31. The designs were unusual in that the wire bail encircled the jar from top to bottom. It may have been a borrowed idea, seeing as Warren Van Vliet had received a similar patent in 1881. Since the two men lived only about 250 miles apart, as the crow flies, there is a better than average chance there would have been some kind of contact between them. While this is debatable, nevertheless Mr. Gilberds set out to have his jar produced for the market. The molds were cut with the words "Gilberds Jar" and an embossed star. The July 31, 1883 patent date was embossed into the lid.

By the mid-1880's a new occupation was listed for the senior Gilberds; that of commercial traveler. It would be hard to determine what success he had in selling his jars. The cost of manufacture could not have been cheap. Van Vliet was manufacturing his in a factory he was

part owner of. But the Van Vliet jars came to an abrupt end in 1885 when the small Stroudsburg, Pennsylvania factory burned to the ground. Little is known about the sales potential of these jars. However, the rarer a jar is today, the fewer there were to begin with. Needless to say, these both of these style jars are scarce.

The same year Van Vliet lost his factory, Gilberds was granted another patent. Mr. Gilberds marketed another jar, an "Improved" version, based somewhat on his third design. This was granted on October 31, 1885. The special part of this design was the stair step or double ramp feature of the lid. It was different from the 1883 model in that the ramp on the lid now had a step to it. It is difficult to say if this made a great change in the usefulness of the design. It is likely the step did help secured the lid to the base. While no information exists of sales, it could be assumed the marketability of this jar was on par with his earlier versions. As rare as they are, one could assume that sales weren't too good.

It was from this point on that things go a little shady with Mr. Gilberds. He would have had about four years of marketing the improved Gilberds jars before he changed his tactics. It was a rather drastic change, considering the patent design. Further more, he fudged a bit on the new name for his creation. Overall, he was stepping onto morally shaky ground. I refer to "The Dandy."

Since the new jars required a

retooling, that meant entirely new molds. Second, he needed to find someone to make the jars. Production costs had to be kept to a minimum, while at the same time manufactured in quantity. While its likely that his first jars were made either in New York or Pennsylvania, these locations were no longer the center of the glass industry. Cheap gas was abundant in areas of Ohio. Findlay in particular was home to a great number of glass factories, all operating on the free natural gas there. Mr. Gilberds approached the Findlay Bottle Company, contracting with them to manufacture his new jars. He had molds cut and sent to the factory, which began turning out jars embossed "Trade Mark The Dandy".

For those unfamiliar with trade mark rules, you are not allowed to register something considered common usage. Thus, there was no trade mark for "The Dandy" ever registered with the Patent Office. There was no denying that it could have legitimately been used as a product name. There were any number of items marketed as such, from butter churns to rat traps. But none were trade marked. So, just because the jars said it, it didn't mean it was true. Further changes were made in the lid. While the ramp was still the stair step design, it was now much narrower and provided with side supports. Additionally, the wire bail no long encircled the jar, instead being secured around the neck of the jar. The lids to these jars bear the patent date of October 31, 1885, but the

whole package bore little resemblance to their predecessors. James had decided to go mainstream, producing a jar similar to ones already on the market.

The contract between the Findlay Bottle Company and James Gilberts was signed on March 3, 1890. The contract loosely gave the factory exclusive right to produce The Dandy fruit jars. James was to receive \$1.00 for every gross of jars sold; \$0.50 for royalties on the patent and \$0.50 for commission on selling them. The contract also gave James exclusive right to sell the jars as he saw fit for a period of four years. However, an interesting side note declared that The Findlay Bottle Company was to employ people to sell the jars too. Having your cake and eating it too?

Mr. Gilberts knew he stood on unsure footing concerning The Dandy. Clause #7 in the contract states *"In case suit is brought against said company on the ground that the patent is an infringement of some other patent, or in case the rights of said co. are contested on the ground that the said company has not a good title to the same, so derived from the said Gilberts or that the patent is invalid as non-patentable.. The expense incident to such a suit and the judgment if any recovered therein shall be paid out of moneys so due him as above provided, the said Gilberts to have the right to name the attorney in said action."*

The contract was essentially good for one year, despite the clause about exclusive rights for four years. He made it clear that if he was not happy with the way the factory did business, he would withdraw from the deal. This is just what happened. James filed suit against the bottle works on August 31, 1891. His claim in court was that they failed to pay him his dues to the sum of \$1448.89. He sued for damages amounting to \$20,000

for the loss of future revenues. This action on his part was prompted by the factory's threat to legally bind him from taking his business elsewhere.

The officers of the Findlay Bottle Company had every right to take action on their behalf. The contract, so quickly mentioned by Gilberts in his lawsuit, had obligations that he himself never fulfilled. James was, as stated in the contract, was to *"transfer and assign to said company the exclusive right to manufacture said Dandy fruit jar."* Chances are, if he had transferred the papers, the jar would have immediately been shown to be a fraud. This was something he could not let happen. The disposition of the case was not divulged, but the manufacture of the jars in Findlay ceased. All told, there were only 2470 gross of the jars, in various sizes, made here.

There are three colors The Dandy can be found in; amber, aqua, and clear. The Findlay Bottle Company only made the first two colors. Therefore, the clear would have been made elsewhere. Furthermore, it appears that there are no aqua lids to be found to match the aqua jars. This is curious, but not beyond explanation. It could be assumed that there was trouble with the type of glass the Findlay Bottle Company was using in making the jars, in regards to the plunger assembly necessary in pressing the lids. Therefore, they very well may have commissioned the work to another factory in Findlay. While there is no mention of this, it would go far in explaining this discrepancy. One can go further with this and even guess which factory was responsible, the Hancock Flint Glass Company. They were the closest capable of doing the work. While the factory closed soon after opening, it was open at the correct time to have done the work.

To add to the mystery, there was



Above top - Side view, Gilberts Jar showing full body wire enclosure.

Above - Gilberts lidm top and side views. Both marked "Improved" one with the July 31, 1883 date and the other with Oct. 15, 1885 added.

Bottom left - detail of the "improved" embossing on the second generation Gilberts jar.



Immediate left - This woodcut illustration was first published in the Findlay Republican on May 26, 1891

Far left - A half gallon The Dandy jar in amber. On the base is "Gilberd"

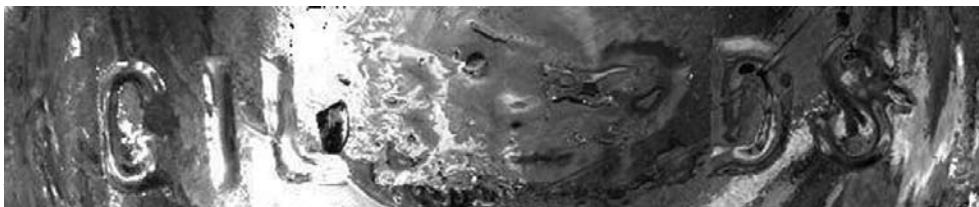
Top center - The Dandy jar lid, showing the highly modified stair step closure. The "wings" on the side provided support to the central structure.

Middle center - The jar had a fairly typical wire enclosure, wrapped around the neck, instead of the entire jar.

Bottom center - Base embossing.

a large wholesale firm from Chicago, namely Pitkin and Brooks, who had contracted for 1000 gross of Gilberts' jars. Due to the court case, production was at a stand still. The firm made plans to purchase the Hancock plant, with the aim of reopening production of The Dandy. This was report in the local papers on January 5, 1892. Unfortunately, it never happened. The search was broadened to other factories in the area. The Commoner and Glassworker reported, in the March 10, 1892 edition, the the newly named Sneath Glass Company of Tiffin, Ohio was host to a Mr. James Gilbert (sic). It seems likely that this was James Gilberts, as the article claimed *he had recently put an improved jar on the market*. Proof that the jars were made in Tiffin could be determined by the final statement. *He has just made arrangements with the new firm for the manufacture of them, and his molds are now arriving.*

The author visited the Findlay Bottle Company site in 1999. It was literally strewn with glass fragments. In short order I picked up bases from Hero fruit jars, F.B.Co. wax sealers, and Gilberts embossed Dandy jars. But the more interesting tales came from FABC members who have dug there over the years. Amongst the many whole and broken items to come out of the site were amber and aqua Dandy jars, amber lids and...clear lids. Not a single aqua lid has ever surfaced from the site, suggesting that there never were any. Additionally, clumps of rusted wire bails were dug out of the ground, likely meant for application to the jar, but having never



would indicate only a few sizes existent in The Dandy jars. The court transcript tells differently.

According to the Findlay contract, the molds and equipment supplied to the glass factory were as follows. The molds included the following; one milk jar mold, 7 cover molds and plungers, 15 half gallon molds, 24 quart jar molds, 7 pint molds, one half pint mold, one each of a 26 oz, 20 oz, 15 oz, 12 oz, 9 oz, 8 oz, and 5 oz size. There was also a wire bailing machine manufactured in Findlay (Adams Bros. Machine Shop) for making the closures for the jars. The fact that the manufacture of the jars moved to Tiffin cannot be disputed. How many were made can be, as little information seems to exist after the Findlay period. In 1897, two Tiffin attorneys placed a small advertisement in The Commoner and Glassworker. It read *"For Sale Patent Letters No. 328115, issued Oct 31, 1885 for Dandy Fruit Jars."* The Sneath Glass Company left Tiffin in that year. As such, it could be assumed that they had acquired James Gilberts patent.

Mr. Gilberts died on July 14, 1901. Cause of death was listed as apoplexy. He was 71. In his lifetime he had developed a variety of devices, mostly those intended

tubs to fruit jars, he had led a busy and varied life. But the 1885 patent was not his last. On May 24, 1892, he granted one for a *bottle and stopper for the same*. #475448, was yet another of the many different bottle caps that evolved over the years. It is unknown if it was ever manufactured. If so, it was not marked in the clear-cut way the other Gilberts' items were.

Which brings up a few interesting points that have been raised over the years. One is a rare and old milk bottle embossed "The Dandy." I have never seen it, but I have talked to those who make claim to its existence. Since the molds included one for a "milk jar", it could be assumed that those came from the Gilberts' mold. Another little mystery seems to surround Mason style jars with the Gilberts name on the bottom. It seems likely that if the molds were three piece (two sides and a base) then the base might conceivably fit a different mold. A frugal glass blower might just reuse a part in making a new jar. Who would bother reading the bottom anyway? It seems the simplest explanation, which is often the best. I don't guarantee it, but it stand by it. It makes for a dandy of a story, if nothing else.